

**COLLECTIVE  
BARGAINING  
AGREEMENT**  
**Between**



**THE ARCHITECT OF THE CAPITOL**  
**AND**



**THE AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES COUNCIL 26 LOCAL  
626**

**August 2014**

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## **Article 1**

### **Recognition and Coverage**

#### **Section 1:**

The parties to this Agreement are the Office of the Architect of the Capitol, hereinafter known as the "Employer" or the "AOC" and The American Federation of State, County, and Municipal Employees Council 26, Local 626, hereinafter known as the "Union" or "AFSCME" unless specifically indicated otherwise.

#### **Section 2:**

The units at the time of the signing of this agreement are based on those certified by the Office of Compliance in Case Nos. 06-LM-02, 97-LM-1, 98-LM-1, and 99-LM-5. The AOC recognizes Capital Area Council of Federal Employees, AFSCME Council 26, and Local 626 as the exclusive representative of all employees in the bargaining unit. If the units are modified by the Office of Compliance, (OOC) this Agreement shall apply to the units as modified.

#### **Section 3: Coverage**

(a) All laborers, custodians and other non-skilled employees employed by the Office of the Architect of the Capitol in the House, Senate, and Capitol Office Buildings. Excluded are the skilled trade shops, the Capitol Power Plant, Capitol Grounds, Library of Congress, Supreme Court, Botanic Gardens, the Central Office, Senate Restaurants, management officials, supervisors, and employees described in 5 USC 7112 Section (b) (2), (3), (4), (6), and (7), as certified by 97-LM-1 (08.11.97).

(b) All full-time and regular part-time employees scheduled to work 20 or more hours per week employed by the Office of the Architect of the Capitol in the US Botanic Garden. Excluded are management officials, supervisors, interns, temporary employees who are appointed for a period of 90 days or less and employees described in 5 USC 7112(b) (2), (3), (4), (6), and (7) , and certified by 98-LM-1 (11.30.98).

(c) All non-skilled laborers and coal/laborers employed by the Office of the Architect of the Capitol in the Capitol Power Plant. Excluded are all other employees including part-time or temporary employees and all other employees excluded by the aforementioned statute and certified by 99-LM-5 (10.14.99).

(d) All wage-grade (WG) and wage-leader (WL) employees, material handlers and supply technicians employed by the Office of the Architect of the Capitol in the Library Buildings and Grounds. Excluded are employees of the Masonry Branch and general schedule (GS) employees except those included above, and supervisors, management officials and employees

described in 5 USC 7112 (b) (2), (3), (4), (5), (6), and (7) as applied by the Congressional Accountability Act, and certified by 06-LM-02 (10.16.06)

**Section 4:**

As the exclusive representative, AFSCME Council 26 has delegated to AFSCME Local 626 the authority to act for and negotiate agreements covering all identified bargaining unit employees.

**Section 5:**

The AOC will not bypass the Union by entering into any agreement with other organizations that constitutes collective bargaining over personnel policies, programs, procedures, and working conditions in the bargaining units as described in Section 3.

## **ARTICLE 2**

### **Management Rights**

(a) In accordance with 5 USC 7106 as applied by the Congressional Accountability Act, the AOC will retain all statutory rights. These rights include the right to determine the mission, budget, organization, number of employees, and internal security practices of the AOC; and in accordance with applicable laws to hire, assign, direct, layoff, and retain employees in the AOC, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

(b) The AOC also retains the right to assign work, to make determinations with respect to contracting out work, and to determine the personnel by which the AOC operations will be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source, and to take whatever action may be necessary to carry out the AOC mission during emergencies.

(c) The AOC will solely elect or not elect to negotiate, when it deems appropriate, issues as they relate to numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, technology, methods, and means of performing work.

(d) The AOC will bargain over procedures, which management officials of the AOC will observe in exercising any authority under this section; or over appropriate arrangements for bargaining unit employees adversely affected by the exercise of any authority under this Agreement by such management officials.

## **ARTICLE 3**

### **Governing Laws and Regulations**

#### **Section 1:**

Except as provided by law, in the administration of all matters covered by this Agreement, the parties are governed by:

- (a) Existing or future laws;
- (b) Applicable government-wide rules or regulations in effect on the effective date of this Agreement;
- (c) Applicable government-wide rules or regulations issued after the effective date of this Agreement not in conflict with this Agreement;
- (d) AOC rules and regulations not in conflict with this Agreement.

#### **Section 2:**

The provisions of this Agreement will govern where AOC rules or regulations are in conflict with this Agreement.

#### **Section 3:**

Should a provision of this Agreement be rendered invalid by appropriate authority or by mandated law after the effective date of this Agreement, the parties will reopen the effected provision and renegotiate, where appropriate.

#### **Section 4:**

To the extent consistent with this Agreement, the Employer shall comply with its regulations governing personnel policies, programs, procedures and general conditions of employment.

#### **Section 5:**

All references to 5 USC Chapter 7 in this Agreement are intended as applied by the Congressional Accountability Act of 1995, 2U.S.C. § 1351 (P.L. 104-1).

## **ARTICLE 4**

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

#### **Section 1: Union Notification**

(a) AOC management will notify the Union of any changes in personnel, policies, practices, or other conditions of employment originating within the AOC that gives rise to a bargaining obligation.

(b) The parties agree that they will not bargain over any de minimis changes.

#### **Section 2: Request for Briefing or to Bargain**

(a) Once the Union receives notice from AOC management of a change in a policy, practice, or other condition of employment the Union will have ten (10) workdays from their receipt of notice to request a briefing, and/or submit proposals.

(b) If the Union requests a briefing, the briefing will take place within five (5) workdays of their request. Upon the conclusion of the briefing, the Union will have ten (10) workdays to submit proposals.

(c) If the Union should fail to request a briefing, or submit proposals in a timely manner it will constitute a waiver of their rights to bargain.

(d) Extensions of time frames must be mutually agreed to by both parties.

#### **Section 3: Ground Rules**

Ground rules for bargaining during the term of this agreement are as follows:

(a) If either party wishes to bargain over any issues, they will submit their requests and proposals in a timely manner.

(b) Upon timely receipt of the party's request to bargain, bargaining will begin upon a mutual agreed date, time, and location. However, the beginning of bargaining will start no later than thirty (30) business days from the receipt of the request.

(c) In most cases, the location of the bargaining will take place at an AOC location.

(d) The bargaining teams will include no more than four (4) members on either side. Expansion of teams may be made by mutual agreement.

(e) Employees representing the Union will be authorized official time in accordance with Article 8 (Official Time and Steward System) for time spent preparing and participation

in the bargaining, if they would otherwise be in an official duty status. This time will also be allowed for the preparation for any post bargaining mediation or litigation.

(f) If there is a possible work conflict for an AOC employee who is identified by the Union to participate in the bargaining, and upon request by the Union, AOC management will consider options to include the employee in the bargaining (e.g. shift changes, or shift swapping) based on workload requirements.

(g) Any agreements reached will be reduced to writing, signed, and dated by the parties.

(h) If an impasse should be declared by either party, either party may seek assistance from the Federal Mediation and Conciliation Service (FMCS). If an agreement is not reached through the assistance of FMCS either party may request the assistance of the Office of Compliance in accordance with applicable laws and/or regulations.

#### **Section 4: Negotiability Disputes**

(a) If any proposal is identified as non-negotiable at any time during the bargaining, disputes will be pursued in accordance with applicable laws and/or regulations.

(b) Negotiable disputes will not constitute a bar to reaching an agreement and implementing the agreed to articles and/or section/s.

## **ARTICLE 5**

### **Past Practice**

#### **Section 1:**

- (a) This Agreement supersedes all previous agreements and past practices in conflict with this Agreement.
- (b) Past practices not in conflict with this Agreement shall continue unless modified or discontinued in accordance with law and the terms of this Agreement.

#### **Section 2:**

Upon request by the Union and for good and sufficient business reasons, the Employer shall make available those requested personnel policies, orders, directives, and memoranda concerning working conditions. This includes all personnel policies, orders and directives issued by the AOC jurisdictions consistent with 5 USC 7114(b) (4) that are not of a confidential nature.

## **ARTICLE 6**

### **Union Rights and Responsibilities**

#### **Section 1: Exclusive Representative**

AFSCME Council 26, Local 626, is the exclusive representative of all unit employees as described in Article 1 (Recognition and Coverage) and is entitled to act for, and to bargain agreements covering those employees, in accordance with all applicable laws, rules, and/or regulations.

#### **Section 2: Formal Meetings**

(a) In accordance with 5 USC 7114 (a) (2) (A), AOC management will afford the Union the opportunity to be represented at any formal meeting between one or more representatives of the AOC, and one or more employee within this unit and/or their representative concerning any grievance, or other personnel policy or practice that may impact conditions of employment.

(b) Regarding meetings that are considered formal meetings, AOC representatives who will conduct the meetings will give the Union President or Union designee a reasonable advance written notice of the formal discussion.

(c) Regarding grievance meetings, the AOC representative intending to hold such meeting will provide the Union with reasonable advance written notice of the meeting, regardless of whether the unit employee has requested representation.

(d) The Union may designate any bargaining unit employee who is required or scheduled to attend a formal meeting to serve as the Union's representative. The employee who has been identified, as the Union's representative will record their time as Official Time as covered by Article 8.

#### **Section 3: Weingarten Rights**

(a) AOC management will afford the Union the opportunity to be present at any examination of a unit employee by one or more representatives of the AOC in connection with an investigation, if:

(1) The unit employee reasonably believes that the examination may result in disciplinary action; and

(2) The unit employee requests representation.



#### **Section 4: Surveys and/or Questionnaires**

When the AOC plans to directly communicate in writing with unit employees through surveys, and/or questionnaires regarding conditions of employment, AOC Management will notify the Union in writing prior to the communication.

#### **Section 5: New Employee Orientation**

The Union will be afforded an opportunity to address new unit employees in a New Employee Orientation for up to thirty (30) minutes. However, the Union will not solicit, nor will they supply any new unit employee with documents regarding joining the Union.

#### **Section 6: Union Literature**

The Union may distribute literature outside of the AOC controlled properties to employees who are not on a work schedule.

#### **Section 7: Listing of Unit Employees**

Upon a written request from the Union President, the AOC will supply the Union, at no cost, a semiannual listing of the names and work locations of all AFSCME bargaining unit employees, and a monthly listing of all new unit employees who would be covered by this agreement.

#### **Section 8: Information Requests**

Written requests by the Union President will be in accordance with 5 USC 7114 and appropriate subsections of this Agreement.

#### **Section 9: Union Representation**

In accordance with 5 USC 7114(a) (1), the Union will represent the interests of all covered unit employees without discrimination and without regard to Union membership status. The Union will not discriminate against any covered unit employee based on color, race, creed, national origin, sex, veteran status, political affiliation, marital status or handicapping conditions.

## **Article 7**

### **Labor Management Relations Committees**

#### **I. Labor-Management Relations Committee Meetings with the Office of the Architect of the Capitol**

##### **Section 1: Labor-Management Relations Committee Meetings**

A Labor-Management Relations Committee (LMRC) will be established consisting of the Architect of the Capitol, and the President of Local 626. Also in attendance will be up to four (4) members from the Union and management. Attendance at these meetings will be limited to these members.

##### **Section 2: Meeting Schedules**

(a) These meetings will be conducted quarterly and held on the second Tuesday of every February, May, August, and November for the term of this Agreement. The parties will submit in writing at least five (5) calendar days in advance of the scheduled meeting an agenda listing the topics to be discussed.

(b) An agenda by either party will result in a meeting. If neither party submits an agenda, the meeting will be canceled until the next scheduled meeting.

##### **Section 3: Duration of Meetings**

The durations of the meetings will be one (1) hour unless mutually agreed to extend.

##### **Section 4: Location of Meetings**

The meetings will be held in the Architect of the Capitol's offices, or other location determined by Management.

##### **Section 5: Official Time**

Employees representing the union will receive official time for the period the meetings are held. The employees are required to notify their manager of their participation, and will be released pending the needs of the AOC.

##### **Section 6: Issues Discussed**

Issues discussed will cover matters concerning personnel policies, practices, and working conditions affecting unit employees and/or Local 626. Specific issues related to individual employees, grievances or disciplinary and/or adverse actions will not be discussed.

## **Section 7: Mid-Term Bargaining Issues**

Discussions related to issues that would appropriately be resolved through mid-term bargaining may be discussed, by mutual agreement, and if the issues are resolved, an agreement will be reduced to writing.

## **II. Labor-Management Relations Committee Meetings (LMRC) with Jurisdictions**

### **Section 1: Jurisdictional Labor-Management Meetings**

An LMRC may be established consisting of a Superintendent of a Jurisdiction, and the President of Local 626. Also in attendance will be up to three (3) members from the Union and management. Attendance at these meetings will be limited to these members.

### **Section 2: Meeting Schedules**

The meetings will be conducted quarterly, and held the first Tuesday of every January, April, July, and October for the term of this Agreement, or upon mutual agreement, the meetings may be monthly. The parties will submit a written agenda listing topics to be discussed at least five (5) calendar days in advance of the scheduled meeting. An agenda submitted by either party will result in a meeting. If neither party submits an agenda, the meeting will be canceled until the next scheduled meeting.

### **Section 3: Duration of Meetings**

The durations of the meetings will be one (1) hour unless mutually agreed to extend.

### **Section 4: Location of Meetings**

The meetings will be held in the Jurisdiction's conference room, or in another meeting room determined by the Jurisdiction if the conference room is not available.

### **Section 5: Official Time**

Employees representing the Union will receive official time for the period the meetings are held. The employees are required to notify their manager of their participation, and will be released pending the needs of the AOC.

### **Section 6: Issues Discussed**

Issues discussed will cover matters concerning personnel policies, practices, and working conditions affecting unit employees and/or Local 626. Specific issues related to individual employees, grievances or disciplinary and/or adverse actions will not be discussed.

## **Section 7: Mid-Term Bargaining Issues**

Discussions related to issues that would appropriately be resolved through mid-term bargaining may be discussed, by mutual agreement, and if the issues are resolved, an agreement will be reduced to writing.

## **ARTICLE 8**

### **Official Time and Steward System**

#### **Section 1: Public Interest**

It is agreed that official time is considered as being in the public interest.

#### **Section 2: Official Time**

Any employee representing the Union in the negotiation of a collective bargaining agreement shall be authorized official time for such purposes, including attendance at impasse proceedings, during the time the employee otherwise would be in a duty status. The number of employees for whom official time would be authorized, under this subsection, shall not exceed the number of individuals designated by the Agency.

#### **Section 3: Internal Union Business**

Any activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, elections of labor organizations and/or officials, some union training, and the collection of dues) shall be performed during the time the employee is in a non-duty status.

#### **Section 4: Official Time for Preparation and Participation**

Representatives will be granted a reasonable amount of official time for the preparation and/or participation in meetings with the AOC concerning conditions of employment relating to employees within this unit, as well as other activities as defined in Section 5. The number of representatives for these meetings will be one (1) or an equal amount of Union and Management representatives as mutually agreed to by the parties.

#### **Section 5: Official Time Meetings**

(a) Official time meetings discussed in Section 4 shall include, but are not limited to:

(1) Meetings with the Management concerning personnel policies, practices, or other conditions of employment or other matters that are covered in 5 USC 7114 (a)(2)(A).

(2) Preparation for and meetings with the Office of Compliance (OOC) or participation on behalf of the Union in proceedings before the OOC.

(3) Preparation for and meetings for the purpose of presenting replies to proposed disciplinary and adverse actions.

- (4) Preparation for and replies to notice of proposed disciplinary actions based on unacceptable performance.
- (5) Preparation for and meetings to present appeals in connection with statutory or regulatory appeal processes in which the Union is designated as the representative.
- (6) Examinations of unit employees by a representative of the AOC in connection with an investigation, wherein the employee reasonably believes the investigation may result in a disciplinary action, and the employee requests representation.
- (7) Preparation for and participation in grievance meetings and arbitration hearings.
- (8) Preparation for and participation in term and mid-term bargaining sessions.
- (9) Preparation for and participation in meetings or committees in which the Union is authorized as a member of the meeting or committee in their official capacity.
- (10) Participation in orientation presentations.

## **Section 6: Official Time Process**

- (a) When a representative or employee intends to use official time they will request the use from their manager, or designee, of their intent indicating the anticipated time they may be away from their duties. In most cases, unless workload requirements should dictate otherwise, the representative or employee will be granted the time requested.
- (b) If the requested time should be denied, an alternative date and/or time will be considered.
- (c) A denial of time will be made in writing and supplied to the representative or employee.
- (d) The representative, prior to meeting with an employee, will notify and request from the employee's manager or designee if that employee may be released from their duties.
- (e) The representative and/or the employee will advise their respective managers that they have returned to duty.
- (f) Official time requested will be documented by using the AFSCME Local 626 Request for Official Time for Union Representation form for each instance (**Appendix 1**).

## **Section 7: Union President, Chief Steward, and Stewards**

(a) The Union will be allowed up to ten (10) stewards, with at least one (1) steward who works within the Jurisdiction they represent for each of the five (5) Jurisdictions.

(1) The Union will also have a President, and Chief Steward that will not be considered as a steward and may represent covered unit employees in any Jurisdiction.

(2) In cases where there is not a steward in a Jurisdiction, upon mutual agreement, a steward from another Jurisdiction may cross from their identified Jurisdiction to represent the interests of that Jurisdiction's employee/s.

(3) The Union will notify the appropriate jurisdiction head/supervisor when a substitute steward will be working in their jurisdiction.

## **Section 8: List of Union Representatives**

The Union will supply the HCMD Office of Labor Relations (OLR) with a list of all Union representatives and stewards and their assigned areas and titles within ten (10) workdays from the date of the signing of this Agreement. The Union will supply an updated officers list on a semi-annual basis or when a new steward or officer is elected or appointed.

## **Section 9: Allotment of Official Time Hours**

Union representatives, excluding the President, may not charge more than two-hundred (200) hours of official time in any calendar year for representational duties. Actual time spent by the representatives in management initiated meetings, preparation meetings for collective bargaining, collective bargaining sessions and investigative interviews in which a bargaining unit employee has requested representation will not be counted against the 200 hours. Additional hours may be requested, through the HCMD Office of Labor Relations, if needed.

## **Section 10: Training**

(a) Union officials may be granted up to 24 hours of official time for union-sponsored training. Additional time may be requested through the HCMD Office of Labor Relations.

(b) Upon ratification of this Agreement, the Union shall have the right to hold one session of training per shift, per jurisdiction for the purpose of explaining the provisions of this Agreement to the Bargaining Unit members. The session should not exceed two (2) hours of official time. All Bargaining Unit employees will be given the opportunity to attend.

## **Article 9**

### **Facilities and Services**

#### **Section 1: Office Space**

Subject to availability of space the AOC will provide the Union with the following furnishing and equipment for representational purposes:

- (a) Two (2) land-line telephones with outside lines in the Union office for Union business;
- (b) Two (2) computers and one printer with network capability;
- (c) Two (2) desks and four (4) chairs;
- (d) Three (3) locking file cabinets;
- (e) One (1) FAX machine;
- (f) One (1) photocopy machine;
- (g) Supplies and maintenance will be made available on an as needed basis by the AOC.

#### **Section 2: Privacy Expectations**

Union users of government-owned (AOC owned) office equipment, including information technology, do not have a right, nor should they have an expectation of privacy while using any AOC office equipment at any time. This includes accessing the Internet, Intranet, bulletin boards and/or using E-mail. All information sent, received, or stored on an AOC-owned electronic system is the property of the AOC and may be accessed by AOC officials for any reason. To the extent that Union users wish that their private activities remain private, using AOC office equipment should be avoided. Union users imply their consent to monitoring, recording, and disclosing, with or without cause, the contents of any files or information maintained or passed through AOC office equipment such as their computer, Internet, Intranet, bulletin boards and/or E-mail. Any use of AOC communications resources is made with the understanding that such use is generally not secure, is not private, and is not anonymous.

#### **Section 3: Use of Office Space and Equipment**

- (a) The availability and use of the AOC's equipment and space may be restricted or limited based upon budgetary constraints as determined by the AOC.



- (b) Only authorized or approved software may be installed or used on any AOC electronic device.
- (c) All space and equipment will be used in compliance with all AOC and/or Government laws, rules, regulations, and policies.

#### **Section 4: Meeting Space**

- (a) Upon request, at least five (5) workdays in advance, the Union may be supplied with meeting space, as available for meetings with their unit employees.
- (b) While these meetings may take place during the workday, employees who attend must be in a non-work status.

#### **Section 5: Internal Communication**

- (a) The Union may use the AOC's internal mail system and e-mail system to communicate with AOC supervisors and management officials, and between the Union and unit employees. These systems may not be used for internal Union business.
- (b) The use of these systems, specifically the e-mail system constitutes that the Union does so with an understanding of Section 2.

#### **Section 6: Manuals and Directives**

The Union will receive copies of manuals, regulations, directives, and other policies that are maintained by the AOC and pertain to unit employee working conditions during the life of this Agreement. In cases where these documents cannot be supplied, and upon request from the President, allow the President or designee by the President access to review these manuals in the location that is determined by the AOC.

#### **Section 7: Physical Bulletin Boards**

- (a) The Union agrees not to display on any designated bulletin boards, or elsewhere on Employer or Legislative Branch premises, any material that is slanderous; libelous; violates any law, AOC or other applicable regulations; attacks or ridicules an AOC official, officer, employee program or activity; or reflects adversely on the AOC, Congress, or other U.S. Government institution. Any material found to violate subsection (b) will be promptly removed by the AOC or the Union. If it is determined who posted the material, that person could be subject to disciplinary action.
- (b) Acceptable materials that can be posted:
  - (1) Notices of Meetings;
  - (2) Union contacts;

(3) Union Agreement articles.

### **Section 8: Telephone Use**

(a) Union representatives may use work phones in a limited manner for communication with AOC management, or unit employees for issues related to their representational duties.

(b) In most cases, telephone use should be limited to no more than five (5) minutes. However, if it is determined that a call could take longer the representative will inform their manager, and if work requirements allow, the representative may be allowed to take longer. Any call that exceeds fifteen (15) minutes will require the representative to take official time and submit an official time request to their manger.

### **Section 9: Copies of the Agreement**

(a) The AOC agrees to print and supply the Union at no cost, fifty (50) copies of this Agreement. If the Union determines that they need more copies of the Agreement during the term, they will notify the AOC HCMD (Office of Labor Relations) at least thirty (30) calendar days prior to their need.

(b) The AOC will distribute a copy of this agreement to all covered bargaining unit employees.

(c) The AOC will distribute a copy of this agreement to each new bargaining unit employee who is covered by this agreement during his or her new employee orientation.

## **Article 10**

### **Employee Rights**

#### **Section 1: Employee Rights**

Employees will have the right to form, join, or assist a labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal by management or any labor organization.

#### **Section 2: Right to Act for the Union**

An employee covered by this agreement may act for the Union in the capacity of a representative and shall have the right to present the views of the Union to management.

#### **Section 3: Collective Bargaining**

An employee may also engage in collective bargaining with respect to conditions of employment through representatives selected by the employees within the unit.

#### **Section 4: Request for Union Representation**

An employee has the right to request a Union representative when they reasonably believe that discipline may result from a meeting with a management representative.

#### **Section 5: Right to File a Grievance**

An employee has the right to file a grievance with or without the assistance of a Union representative.

#### **Section 6: Annual Notice of Representation**

Employees will be notified by AOC management of their right to representation annually via posting and/or e-mail.

#### **Section 7: Non-Official Capacity**

Employees on their own time, have the right to communicate in a non-official capacity, with a member of Congress, the Executive Branch, or other authorities without fear or penalty.

## **Section 8: Reprisal**

Employees are protected against reprisal in accordance with applicable law and/or AOC policies for the disclosure of information, which the employee reasonably believes is evidence of management, waste of funds or substantial and specific danger/s to public health or safety.

## **Section 9: Fair, Equitable, Respectful, Treatment**

All employees shall be treated fairly, equitable and with respect.

## **Section 10: Administrative Time**

(a) All employees shall be released from work without charge to the employee's accrued leave to seek the assistance of a Union representative, appropriate Human Resources representative, EEO officer, or Employee Assistance Program staff member regarding work-related matters of concern to the employee.

- (1) The employee must obtain the approval of his/her supervisor prior to leaving the work area. The employee's request will be granted and only delayed to accommodate legitimate work requirements of the jurisdiction.
- (2) The employee will advise their supervisor of the general purpose and location of the meeting and the approximate amount of time required.
- (3) The supervisor will not harass or intimidate the employee seeking assistance.
- (4) The supervisor will be notified by the employee when the employee returns to work.

## **Section 11: Employee's Personal Rights**

The employee shall have the right to direct and fully pursue their private lives, personal welfare and personal beliefs without interference, coercion, or discrimination by management subject to applicable law and/or AOC policies.

## **ARTICLE 11**

### **Records**

#### **Section 1: Official Records Requirements**

The electronic Official Personnel Folder (eOPF) will be maintained in accordance with applicable laws, rules, and regulations.

#### **Section 2: Access to Records**

- (a) Employees have access to their eOPF at all times. Their records can be accessed at any time and from any location via the Internet and/or other system availability.
- (b) Employees have the ability to print a copy of any document contained in their eOPF. Therefore, the employee can make copies available to anyone including the Union at the employee's discretion.
- (c) If an employee needs assistance accessing their records or printing copies of their records the Human Capital Management Division (HCMD) will be available to assist an employee.
- (d) Copies that are requested by the employee will be provided as soon as possible, but usually within one (1) to five (5) workdays after the request is made.
- (e) Copies will only be provided to the identified employee who presents proper identification.
- (f) The Union may have access to employee eOPF files if they are identified by the employee in writing as their designated Union representative, or through a request for information that is in compliance with 5 USC 7114. Any information requested by the Union in compliance with 5 USC 7114 will be redacted of all personal identifiers.

#### **Section 3: Outdated Records**

- (a) Upon review, any material not authorized to remain in the eOPF will be removed by HCMD and disposed of in a manner consistent with protecting the sensitivity of the material.
- (b) To ensure that outdated material is removed from their eOPF, the employee should submit a written request to HCMD/ER that all outdated material be removed from their eOPF.

(c) Disciplinary and adverse action records will be retained in the employee's eOPF in accordance with existing rules, regulations and/or applicable provisions of this Agreement.

(d) Disciplinary actions, and/or other time sensitive actions related to disciplinary and adverse actions will be removed by management upon the termination date of the document.

#### **Section 4: Supervisor's Notes**

(a) Notes or diaries maintained by a supervisor with regard to their work unit or employees are not official records but are merely an extension of the supervisor's memory.

(b) Such notes and diaries that have not been disclosed to the employee or are not identified as information relied upon may not be used as the basis of a disciplinary or adverse action. Once disclosed, if the situation warrants, these notes may be used in a hearing to refresh the supervisor's memory or as evidence before a third party.

#### **Section 5: Employee Notes**

In compliance with appropriate law, rule and/or regulation:

(a) Employees may put any statement on record in response to information they consider unfavorable to themselves, which is filed in the eOPF.

(b) Employees may update their personnel files with relevant information regarding experience, education, training, etc., which might enhance their careers.

## ARTICLE 12

### Disciplinary and Adverse Actions

#### Section 1: Overview

(a) The Employer and the Union recognize that the public interest requires maintenance of efficient operations through the highest standards of employee performance and conduct and impartial enforcement of laws, rules and regulations, and that discipline is a management tool intended to correct deficiencies in the employee's behavior. Any actions covered by this Article will not be based on discrimination on the basis of race, color, sex, age, religion, national origin, or non-disqualifying physical disability. In cases of conflict, the contract language will prevail unless contrary to applicable government-wide laws, rules, and/or regulations in accordance with Article 3 of this agreement.

(b) The Union is hereby acknowledged as the exclusive representative of all employees covered by this Article and Agreement with all the rights afforded to it by law and this Agreement. Employees may choose a personal representative other than a Union representative under the proceedings provided for in this Article, but any settlements or agreements entered into under this Article must be approved by the Union. In the event an employee chooses a personal representative other than a Union representative, the Union shall be entitled to be present as an observer at all disciplinary proceedings. Management will neither encourage nor discourage the employee's decision.

(c) Disciplinary and adverse actions will be proposed against an employee within a reasonable period of time of events giving rise for such action.

(d) Employees will be afforded due process as described by this Article in all disciplinary and adverse actions proposed or effected against them.

(e) This Article shall serve as the sole and exclusive procedures for all provisions covering all disciplinary and adverse actions for employees who are covered by this collective bargaining agreement.

#### Section 2: Progressive Discipline

The Agency *may* follow the principle of progressive discipline and consider the principle of like penalties for employees with similar disciplinary records.

(a) Disciplinary and adverse actions are normally based on the concept of progressive discipline. The sequence in which they may be affected *may* follow the AOC's Typical, Penalties for Infractions (**Appendix 2**).

(b) An exception to progressive discipline may be recommended by the proposing official.

### **Section 3: Union Representation**

If an employee, based on a reasonable belief, requests representation in an interview or investigation that may result in a disciplinary or adverse action against the employee (Article 6, Section 3), the Union representative will be given a reasonable amount of time, not to exceed one hour to be present at the meeting. Should the representative be unable to be present at the time specified, Management may postpone, delay, or proceed with the meeting at its discretion. A copy of any written statements made by the employee will be provided, upon request, to the employee or his/her Union representative.

#### **(a) Information Relied Upon:**

- (1) An employee or, if the employee is represented by the Union, the Union may request all material relied upon in which a notice of a proposed action is based;
- (2) The request should be submitted to the appropriate office within five (5) business days of receipt of the proposed action;
- (3) The timeframe for the employee's response will begin after receipt of the requested information by either the Union or the employee;
- (4) Upon request, part of the information relied upon that will be supplied to either the employee or the Union will include the proposing officials' Relevant Factors and other Mitigating or Aggravating Circumstances Analysis.
- (5) Additional information relied upon that is obtained by the Agency after the proposal is delivered will be provided to the employee once it becomes available for release.

### **Section 4: Discloser of Information**

Supervisors, employees, Union representatives and others involved in an investigation will not disclose any information gained through such an investigation except in the performance of their duties.

### **Section 5: AOC Disciplinary Hearings**

Under the terms of this Agreement and the specific provisions of this Article, employees will not be entitled to an AOC hearing pursuant to the current AOC disciplinary policy. Employees are entitled to file a grievance pursuant to Article 13 (Negotiated Grievance Procedure) of this Agreement.



## **Section 6: Contents of Proposal and Decision Letters**

- (a) A proposal letter will include, but is not limited to:
  - (1) The reason for the proposed action;
  - (2) Advisory to the employee of their right to the information relied upon;
  - (3) Specification/s related to the proposed actions;
  - (4) Advisory to the employee of their right to respond orally or in writing and the time frames to respond;
  - (5) Advisory to the employee of their rights to a Union representative or other representative;
  - (6) Advisory to the employee of all appeal rights and time frames, including the designated deciding official as related;
  - (7) The right to seek assistance from the Employee Assistance Program; and
  - (8) A notice of the proposed disciplinary or adverse action must be delivered personally and signed to acknowledge receipt by the identified employee, if possible. If the notice must be delivered by mail, it will be done by regular mail and/or certified mail (returned receipt), or by another delivery service with a delivery receipt.
- (b) A decision letter will include, but is not limited to:
  - (1) The statement that the letter is the AOC's final decision, the action to be taken, and the effective date.
  - (2) The reason for concurring, modifying, or withdrawing the proposed action.
  - (3) Advisory to the employee of their rights and time frames to respond.
  - (4) Advisory to the employee of their right to a Union representative or other representative.
  - (5) Advisory to the employee of all appeal rights and time frames related, to this Agreement. Action and Notification(s) of Official Personnel Action (SF-50) shall be placed in the employee's E-OPF and may serve as evidence in a subsequent, more stringent action.
  - (6) The right to seek assistance from the Employee Assistance Program.

(7) A notice of the final decision of proposed disciplinary or adverse action must be delivered personally and signed to acknowledge receipt by the identified employee, if possible. If the notice must be delivered by mail, it will be done by regular mail and/or certified mail (returned receipt), or by another delivery service with a delivery receipt.

## **Section 7: Corrective Actions**

(a) Oral and Written Counseling and Admonishments;

(b) Oral and written counseling and admonishments between employees and supervisors at the earliest possible stage is encouraged to help correct and/or alleviate disciplinary issues at the lowest possible level;

(c) If a supervisor has reason to counsel an employee, it shall normally be done in a private space to prevent embarrassment of the employee before other employees or the public, except where the employee's activities endanger the public or employees' safety and/or property.

(1) Oral counseling, oral admonishments and written incident reports (**Appendix 3**), are not considered as disciplinary actions and are not grievable or arbitrable; however, these actions can be used as information relied upon to support disciplinary or adverse actions.

(2) Written Counseling and Written Admonishments, are defined as written documents describing the conduct or deficiency giving rise to the action, and will state previous actions taken to correct the conduct, if applicable. These documents should include actions that should be taken by the employee to correct the behavior or conduct to avoid recurrences and may provide notice that failure to correct such conduct or deficiency may result in a more severe action.

## **Section 8: Disciplinary Actions**

(a) Disciplinary Actions are Letters of Reprimand and Suspensions of five (5) workdays or less.

(1) Letter of Reprimand:

(A) Such a letter is defined as a written document describing the conduct or deficiency giving rise to the reprimand, states previous actions taken to correct the conduct, if applicable, and provides an official notice that a failure to correct such conduct or deficiency may result in a more severe action.

(B) Letters of Reprimand will be removed by management from the employee's official personnel folder after twelve (12) months.

(C) Letters of Reprimand are not arbitrable.

(b) Suspensions of five (5) workdays or less:

(1) An employee will be given a written notice describing the conduct of deficiency giving rise to the proposed disciplinary action involving a suspension of five (5) workdays or less, stating previous actions taken to correct the conduct, if applicable, and providing an official notice that a failure to correct such conduct or deficiency may result in a more severe action.

(2) The employee may be given a seven (7) calendar day extension for sufficient cause. The official designated to receive any reply will make a decision on such a request. Requests for extensions will not be unreasonably denied.

(3) An employee will be given a written final agency decision within a reasonable period of time, normally not to exceed ten (10) workdays after the expiration of the time allowed for the employee's response. The decision will advise the employee of the specific reason(s) for the decision and of the right to grieve the action under the Negotiated Grievance Procedure (Article 13).

## **Section 9: Adverse Actions**

(a) Adverse Actions are Suspensions of more than five (5) workdays, reductions in grade or pay, and removals.

(b) Actions based solely on unacceptable performance are addressed in Article 29 of this Agreement. Adverse actions will be effected in accordance with the following procedures:

(1) An employee who is subject to a proposed adverse action will receive a written letter describing the conduct or deficiency giving rise to the proposal, stating previous actions taken to correct the conduct, if applicable, and providing an official notice that a failure to correct such conduct or deficiency may result in a more severe action. In this letter the employee will be informed of his/her appeal rights.

(2) The employee will be issued a final agency decision of an adverse action within a reasonable period of time, normally not to exceed thirty (30) days. The final decision will inform the employee that he/she has the right to grieve the adverse action at Step 4 of the Negotiated Grievance Procedure (Article 13).

## **Section 10: Reply Procedures**

### **(a) Written Replies**

- (1) The employee may submit a written reply to the designated deciding official within ten (10) workdays of the receipt of a proposed Letter of Reprimand, suspension, or removal.
- (2) The employee may be given a seven (7) calendar day extension for sufficient cause. Requests for extensions will not be unreasonably denied.

### **(b) Oral Replies**

- (1) The employee may make a request for an oral reply within five (5) workdays of the receipt of a proposed suspension, or removal.
- (2) An oral reply will normally take place within ten (10) workdays from the date of the request received by the deciding official.
- (3) The oral reply will normally not exceed one (1) hour, but an extension to this time limit may be granted if both parties agree.
- (4) The attendees are the employee and the deciding official. The employee may also have one (1) representative and the deciding official may have one (1) technical representative.
- (5) The representatives' participation in the oral reply is limited to questions, clarifications, and consulting. However, they cannot speak or answer on behalf of employee or monopolize the reply.
- (6) The deciding official will normally respond to the employees' written or oral reply in their final decision.

## **Section 11: Stays**

Final agency decision on disciplinary and adverse actions will not be stayed pending the outcome of a grievance.

## **Section 12: Mitigating and Aggravating Factors**

Disciplinary and adverse actions may only be taken against an employee for such just cause as to promote the efficiency of the service. Disciplinary and adverse actions promote the efficiency of the service when a nexus exists between the employee's alleged misconduct and the efficiency of the service. When imposing disciplinary and/or adverse actions, management will give full and fair consideration to relevant factors and other mitigating or aggravating circumstances, including but not limited to the following:

- (a) The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical, inadvertent, was committed maliciously or for gain, or was frequently repeated;
- (b) The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and the prominence of the position;
- (c) The employee's past disciplinary record;
- (d) The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- (e) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
- (f) Consistency of the penalty with those imposed upon other employees for the same or similar offences;
- (g) Consistency of the penalty with any applicable agency table of penalties;
- (h) The notoriety of the offense or its impact upon the reputation of the agency;
- (i) The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- (j) Potential for the employee's rehabilitation;
- (k) Mitigating circumstances surrounding the offense such as unusual job tension, personal problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
- (l) The adequacy and effectiveness of alternative sanctions to deter conduct in the future by the employee or others.

### **Section 13: Relevant Factors**

Failure to consider any relevant factors will not be the basis of a separate grievance.

### **Section 14: Necessary Information**

If a grievance is filed by an employee against whom a disciplinary or adverse action has been taken, the Employer shall provide, upon written request by the Union, information that is necessary to carry out its representational functions in accordance with 5 USC 7114(b)(4).

## **Section 15: Non-Representational Rights**

(a) An employee is not entitled to a representative when he/she receives a written notice of proposed disciplinary or adverse action, pending a final agency decision in either of these matters. However, if a discussion develops that is covered by Section 3 of this Article, the employee shall be entitled to have a representative present upon his/her request.

(b) An employee is not entitled to a representative when he/she receives in person a final agency decision on a disciplinary or adverse action. However, if a discussion develops that is covered by Section 3 of this Article, the employee shall be entitled to have a representative present upon his/her request.

## **Section 16: Concurrent Disciplinary or Adverse Actions**

The Employer may propose concurrent disciplinary or adverse actions.

## **Section 17: Timeframes**

Under normal circumstances, the proposal and decision process should take no more than sixty (60) days.

## **ARTICLE 13**

### **Negotiated Grievance Procedure**

#### **Section 1: Purpose**

The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable resolution of grievances covered by this Article. These are the exclusive procedures available to all bargaining unit employees, either individually or jointly, to the Union in its own name on behalf of the bargaining unit and to the Employer for matters which fall within its coverage.

#### **Section 2: Definitions**

A Grievance is any written and signed complaint:

- (a) By any employee with respect to the terms of and conditions governed by this Agreement or;
- (b) By the Union concerning any matters relating to terms and conditions of employment governed by this Agreement or;
- (c) By any employee, Union, or its successor, or the Employer concerning;
  - (1) The effect or interpretation, or a claim of breach of this Agreement or;
  - (2) Any claimed violations, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

#### **Section 3: Exclusions**

In addition to those items otherwise noted in this Agreement, the following matters are not grievable under this procedure and are specifically excluded from the coverage of this Article;

- (a) The content of any published AOC policy, except that a grievance may include the application or adverse impact of a policy.
- (b) Lay off for completion of temporary work.
- (c) Expiration of temporary appointments (NTE).
- (d) A warning or counseling action; Employees who disagree with such action may submit a rebuttal in writing, which will be included in their office files, or wherever else the letter or record is kept.

- (e) Actions taken against employees for prohibited political activities.
- (f) Suspensions or removals for national security reasons, or for reasons beyond the control of the AOC.
- (g) Reductions in force.
- (h) Any classification of any position that does not result in a reduction in grade or pay.
- (i) Any sick leave restriction.
- (j) The contracting out of any position.
- (k) Being returned to employees' regularly encumbered position after a temporary promotion, or other temporary assignment.
- (l) Awards for suggestions, or incentive, honorary, or other discretionary awards.
- (m) Non-selection of an employee who was not selected or promoted from a group of properly ranked candidates unless it can be shown that the provisions of this Agreement or applicable regulations have not been followed.
- (n) The removal of an employee who is in a probationary or trial status.
- (o) Details or other work assignments unless it can be shown that the provisions of this Agreement or applicable regulations have not been followed.
- (p) Health insurance, life insurance, and retirement.
- (q) Any actions concerning a non-bargaining unit position.
- (r) Workmen's compensations or unemployment insurance claims.
- (s) A preliminary warning or notice of a proposed action.
- (t) Substance of job elements and performance standards.
- (u) The summary rating of a performance evaluation is not grievable, however the ratings of/for individual elements can/may be grieved.
- (v) Any examination, certification, or appointment.



#### **Section 4: Other Grievable Issues**

Although not grievable under this procedure, the following matters are appealable under other procedures provided for in this Agreement.

- (a) Position Classification;
- (b) Personnel Security determinations, and;
- (c) Salary retention.

#### **Section 5: Filing Options**

An employee shall be deemed to have exercised their option to raise grievable issues with either the negotiable grievance procedures of this Agreement, or the Office of Compliance once they timely file with one or the other, but not both.

#### **Section 6: Representation**

An employee may choose to represent themselves without Union representation. However, the Union will be given the opportunity to be present, offering their views, at all steps of the grievance procedure.

- (a) All grievance settlements or adjustments must comply with the terms of this Agreement, and any supplemental, or term agreements.
- (b) No settlements, and/or adjustments may alter or modify this Agreement, or any supplemental, or term agreements without Union concurrence.

#### **Section 7: Framing of Issues**

- (a) No issues that are unrelated to the subject of the grievance will be submitted after the first step.
- (b) Issues regarding grievability must be addressed at the first step.

#### **Section 8: Good Standing**

Employees, and/or representatives of the Union who may file a grievance will not have that action reflect unfavorably to their good standing, performance, and/or loyalty to the AOC.

## Section 9: Grievance Procedure

(a) **Step 1:** Employee grievances are to be presented in writing either on an official "Grievance Form" (**Appendix 4**) or in another written format by the employee or their representative and shall contain:

- (1) The employee's name;
- (2) Employee's Supervisor or Manager's name;
- (3) Employee Position and Grade;
- (4) Employee Jurisdiction;
- (5) Nature of the grievance;
- (6) Desired remedy;
- (7) Grievant's and/or their representative's signature and date.

(A) The grievance shall be filed with the employee's immediate supervisor within ten (10) business days from the date that the employee became aware of the alleged action giving rise to the grievance. In some instances the nature/basis of the grievance may determine the Step or level in which the grievance is filed.

(B) The grievance will be dated by management upon receipt, with a dated copy given to the employee or representative.

(C) Either party may then request a meeting to discuss the issues grieved, or agree that no meeting be held.

(D) If a meeting is requested it will be informal and must be held within ten (10) business days of the receipt of the grievance.

(E) Attending the meeting will be the grievant, and/or their representative, the immediate supervisor, and if requested by the supervisor a management representative.

(F) At the conclusion of the meeting the immediate supervisor will have ten (10) business days to render their decision in writing.

(G) If no meeting was held, the immediate supervisor will have ten (10) business days to render their decision in writing.

(b) **Step 2:** If the employee and/or their representative do not accept the decision of the immediate supervisor they may appeal the decision to the next appropriate management level.

(1) The appeal must be made in writing and submitted within ten (10) business days of the decision rendered in Step 1.

(2) Either party may then request a meeting to discuss the appeal, or agree that no meeting will be held. If a meeting is agreed to, it will be held within ten (10) business days.

(3) Attending the meeting will be the grievant, and/or their representative, the next appropriate management official, and if requested by the official a management representative.

(4) At the conclusion of the step two meeting the employee and/or the representative will be provided with a written response within ten (10) business days.

(5) If no meeting is held, a written response will be provided within ten (10) business days.

(c) **Step 3:** If the employee and/or their representative do not accept the decision of the second step grievance they may appeal the decision to the next appropriate management level.

(1) The appeal must be made in writing and made within ten (10) business days of the decision rendered in step 2.

(2) Either party may then request a meeting to discuss the appeal, or agree that no meeting be held. If a meeting is agreed to, it will be held within ten 10 business days.

(3) Attending the meeting will be the grievant, and/or their representative, the next appropriate management official, and if requested by the official a management representative.

(4) At the conclusion of the step three meeting the employee and/or the representative they elected will be provided with a written response within ten (10) business days.

(5) If no meeting is held, a written response will be provided within ten (10) business days.

(6) If the employees and/or their representative are still not satisfied with the decision, the Union may invoke the arbitration procedures within twenty (20) business days of the final decision.

#### **Section 10: Within Grade Increase**

(a) Grievances involving a denial of Within Grade Increase (WGI) must be filed at Step 2 of the grievance procedure. Once initiated at Step 2, it shall be processed as any other grievance.

(b) Section 15 Merit Staffing and Promotion Grievance arising over the interpretation or application of Article 29 Merit Staffing and Promotion shall be processed at Step 2 of the grievance procedure.

#### **Section 11: Computing Periods of Time**

In computing periods of time, for the purpose of this article, the business day of the act or event, shall not be included.

#### **Section 12: Time Limits**

The time limits at any step of the grievance procedure may be extended by mutual consent of the Parties or upon unusual extenuating circumstances.

#### **Section 13: Next Step**

Should the deciding official at any step fail to comply with the applicable time limits, the employee or the Union may proceed to the next step. However, only the Union may invoke arbitration pursuant to Article 14 (Arbitration) of this Agreement.

#### **Section 14: Multiple Grievances**

Multiple grievances over the same issue may be combined by the Union and decided as a single grievance, preferably at Step 1 of this procedure.

#### **Section 15: Automatic Extensions**

Absence of the grievant, his/her representative or the deciding official from the AOC on leave, official absence or alternative tour of duty, shall constitute an automatic extension of time limits set forth herein for the period of time of the absence.

#### **Section 16: Filing Date**

A grievance shall be deemed to have been filed on the date it is received by the appropriate management official.

## **Section 17: Appropriate Authority**

If it is determined that the deciding official at any step does not have the authority to decide a grievance; the grievance will be forwarded to the appropriate management official that can decide the grievance and is authorized to grant a remedy.

## **Section 18: Grievance/Mediation**

(a) With the mutual consent of the Parties, an employee or management may request the use of mediation through the office of Equal Employment Opportunity and Diversity Programs, prior to filing a grievance under the Negotiated Grievance Procedure (NGP). The request by either party must be made before filing a grievance.

(b) If the parties agree to utilize mediation the time frames to file a grievance would be mutually waived for the period of the mediation, but for no more than fifteen (15) calendar days.

(c) All issues discussed between the parties will be considered confidential and cannot be used by the parties in any subsequent form.

(d) If the parties agree and a remedy is reached it will become binding.

(e) If a resolution is not reached the employee will have five (5) calendar days from the last day of the mediation, to submit a grievance as covered by the NGP.

(f) Participants in the mediation will consist of the mediator, employee, and the employee's first line supervisor, or other appropriate management official.

## **Section 19: Institutional Grievances**

(a) Management or the Union may file a grievance related to the administration of this Agreement, or any law, rule, or regulation that may affect either party's institutional rights.

(b) Exclusions in Section 2 also apply to institutional grievances.

## **Section 20: Institutional Grievances Procedure**

(a) **Step One:** The grievance must be presented in writing or on an official grievance form to the AOC HCMD Labor Relations Officer, or the Union President. In the grievance, the party will list the nature of the grievance, any articles, and/or sections of the contract, laws, rules, and/or regulations that may have been violated, and the remedy sought by the parties.

(1) Either party may then request a meeting to discuss the issues grieved, or agree that no meeting be held.

(2) If a meeting is requested it will be informal and must be held within five (5) business days of the receipt of the grievance.

(3) Attending the meeting will be a Management representative and the Union President.

(4) At the conclusion of the meeting, the party in which the grievance was filed will have ten (10) calendar days to render a decision in writing.

(5) If no meeting was held, the party will have ten (10) business days to render their decision in writing.

(b) **Step Two:** If the parties do not reach resolution of the grievance the grieving party may take the issue to arbitration by invoking within twenty (20) business days after a decision was or was not rendered. No issues that are unrelated to the subject of the grievance will be submitted after the first step. Issues regarding grievability must be addressed at the first step.

## **ARTICLE 14**

### **Arbitration**

#### **Section 1: Scope**

(a) If a Union grievance remains unresolved after the grievance procedure has been exhausted, the Union may invoke arbitration by serving a written notice upon the agency that arbitration has been invoked. To be timely, such notice must be served within twenty (20) business days after the date the decision at Step 3 of the negotiated grievance procedures was delivered to the employee and the Union. Only the Union can invoke arbitration on behalf of an employee.

(b) If an Institutional Grievance remains unresolved, the Agency may invoke arbitration by serving a written notice to that effect upon the designated representative of the Union as referenced in Article 13 Section 10. Such notice must be served within twenty (20) business days after the date the Union's final decision on the grievance was delivered to the designated AOC official.

#### **Section 2: Selection of an Arbitrator Panel**

(a) Within fifteen (15) calendar days after the signing of this agreement the parties will each exchange the names of six (6) arbitrators from the Federal Mediation and Conciliation Service (FMSC). All arbitrators will be registered with FMSC, and/or the American Arbitration Association, they must have experience with arbitration within the federal sector, and they must reside within the Washington D.C. metropolitan area (Washington, DC–VA–MD–WV metropolitan statistical area).

(b) From the list of twelve (12) arbitrators six (6) will be selected by alternately striking names. The panel of selected arbitrators will be set by alphabetic order, and once established the arbitrators will be selected in that order. If, for any reason, an arbitrator is unavailable, the next arbitrator on the list will be selected. Once the last arbitrator on the panel is selected the selection process starts again at the top of the list.

(c) Within five (5) calendar days after the Union or the AOC invokes arbitration the next arbitrator on the list of arbitrators will be contacted.

(d) The arbitrators will serve on the panel for one year. Thirty (30) days before the termination of an appointment the parties will each submit three (3) names of new arbitrators for each arbitrator whose appointment will end as addressed in subsections (a) and (b) above or, if mutually agreed, the arbitrator's appointment can be extended for one additional year.

### **Section 3: Stipulations and Hearings**

(a) As soon as possible after the arbitrator is identified, but at least two (2) weeks before a scheduled hearing, the Parties agree to meet in an attempt to stipulate facts and issues in the case for joint submission and agree on the issues in a case. Each Party will separately frame the issues for submission to the arbitrator, and the arbitrator will make final determinations on the issues.

(b) Where no material issues of fact exist, the Parties may agree to forego a formal hearing and present the grievance directly to the arbitrator for a written decision based on stipulations and written submissions. The arbitrator will be authorized by the Parties to make findings and conclusions and issue an award based on these submissions. The arbitrator will include his fees in the award.

(c) Questions of grievability or arbitrability will be submitted to the arbitrator for decision on written motions. No hearing is provided for or contemplated on such issues. In addition, if an arbitrator finds issues/s non-grievable or non-arbitrable, the arbitration will not proceed in determining the merits. For example, if an arbitrator decides that a grievance was untimely filed, the merits of the grievance will not be heard or decided by the arbitrator.

### **Section 4: Joint Communications**

(a) The Parties shall jointly communicate with the arbitrator regarding agreeable dates for the submission of motions and responses on questions of grievability or arbitrability, if any, and a date/s for a hearing on the merits.

(b) The Agency shall provide facilities for the arbitration of grievances.

### **Section 5: Arbitrator's Duties**

(a) The procedures to conduct an arbitration hearing.

(b) The arbitrator shall have no authority to change, modify, or alter, or subtract from the provisions of this Agreement;

(c) The arbitrator has full authority to award, in his/her judgment, appropriate remedies, including back pay, and the Agency will comply with such relief unless it decides to file exceptions to the award pursuant to Section 8 below.

### **Section 6: Arbitration Fees and Expenses**

(a) The arbitrator's fees and expenses shall be borne by the losing Party. An arbitrator may split the cost if the decision is not completely in favor of one Party, or he/she may assess the Parties a different percentage of his/her expenses where the arbitrator deems the circumstances warrant it.



(b) The Parties will split evenly the cost of the court reporter and the cost of transcripts will be borne by the requesting party. The parties may mutually agree to forego the court reporter and transcripts.

## **Section 7: Witnesses**

(a) The parties shall exchange witness lists not less than ten (10) business days prior to the scheduled date of the arbitration hearing.

(b) The Agency shall make all employee witnesses and other employee participants available for hearings. When hearings are held during the work hours of the employee witness or other participants, all shall be granted official time by the Agency for the period of their participation. Witnesses or other participants whose tours of duty are other than the time the hearing is held, shall have their tours of duty adjusted by the Agency to match the time of the Hearing and then shall be granted official time for the period of their participation.

## **Section 8: Awards and Exceptions**

(a) The arbitrator's award shall be final and binding; however, either party may file exceptions to the award in accordance with applicable law and regulation. The arbitrator will be requested to render a decision no later than thirty (30) business days after the conclusion of the hearing. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for interpretation and application.

(b) The filing of an exception with the Office of Compliance (OOC) will serve to stay any implementation of the award until the OOC renders a final decision on the matter.

## **Section 9: Mutually Agreed Items**

In presenting a case before an arbitrator, the parties may mutually agree to limit the time available for their presentations, including opening statements, examination of witnesses, cross examination of witnesses, and closing statements or arguments. They may also mutually agree to such other arrangements as waiving post hearing briefs, requesting an award without opinion or requesting a bench decision.

## **Article 15**

### **Overtime**

#### **Section 1: Definitions**

(a) Time spent performing official business in excess of eight (8) hours a day or forty (40) hours a week shall be considered overtime.

(b) A non-exempt employee covered under this agreement shall be considered to be in an overtime status when performing work prior to or after the established shift or schedule hours for the benefit of the AOC, whether requested or not, and management knows or should have known it was being performed, as defined in subsection (a).

#### **Section 2: Management Right to Assign Overtime**

The Union acknowledges that the AOC has the right to require employees to work overtime. Employees may be excused from this requirement, if the employee has a justifiable emergency or legitimate medical reason and supplies appropriate documentation.

#### **Section 3: Consideration for Overtime Work**

(a) Management shall not assign overtime work to employees as a reward or penalty.

(b) Employees will not be considered for voluntary overtime, when available, in the event that they fail to report for previously assigned voluntary overtime. In such cases, employees will be removed from consideration for voluntary overtime for six (6) months.

(c) Employees may be excused for failure to report for voluntary overtime work in cases of personal emergencies and medical reasons, as approved by management.

(d) Employees must call in within one (1) hour of reporting to voluntary overtime unless they are unable to do so due to emergency circumstances. Failure to provide a justifiable excuse will result in the removal of the employee from consideration from voluntary overtime for six (6) months.

(e) Removal from a voluntary overtime list, when available, and as described in Section 3 does not preclude disciplinary or adverse action.

#### **Section 4: Advance Notice of Overtime Work**

Except in emergency, or other unforeseen circumstances, management will provide employees with twenty-four (24) hours advance notice when assigning overtime.

## **Section 5: Assignments**

(a) Whenever possible, management will solicit volunteers for work outside of the regular work day. Overtime will be assigned to those employees who volunteer based on the most senior, most qualified employee(s). If an insufficient number of employees volunteer, management will assign overtime to the least senior, most qualified employee(s).

(b) If time constraints prevent management from soliciting volunteers, overtime assignments shall be rotated and distributed equitably among qualified employees in accordance with the qualifications needed for the work to be done. The Union may consult periodically with management concerning the assignment of overtime to ensure that it is distributed fairly, subject to qualifications and skill needs.

(c) Conflicts on overtime assignments among employees shall be resolved in favor of the more senior employee. Seniority is based on cumulative time in the AOC, temporary and permanent.

(d) If more than one employee has the same seniority based on total years of federal service, and this does not resolve the issue, seniority will be based on flip of a coin.

(e) Overtime assigned which requires specialized skills or qualifications will be limited to those employees deemed qualified to perform the duties as determined by management.

(f) Any employee working overtime before/after a tour of duty, and who has been directed to do so by management shall be compensated in fifteen (15) minutes increments.

(g) An employee is not deemed to be in an overtime status unless they have been directed to work overtime by management.

(h) An employee who may need to work beyond their regular tour of duty must request to do so from management, before it can be approved.

## **Section 6: Call Back**

(a) Unless a call back overtime assignment requires special skills, familiarity with the work, or quick response, call back overtime will be rotated among qualified employees pursuant to Section 5.

(b) Employee preferences shall be given due consideration.

(c) Any employee called back to work shall be compensated for a minimum of two (2) hours.

## **ARTICLE 16**

### **Details and Temporary Promotions**

#### **Section 1: Definition**

A detail is a temporary assignment of an employee to a different position (or set of duties) for a specified period without change in status, grade, or compensation. The specified time is at least five (5) consecutive days within a twelve (12) month period, with the employee returning to their regular duties at the end of the detail. The employee on detail shall at all times be considered the incumbent of their regular position.

#### **Section 2: Right to Assign Work**

Management retains the right to assign work, which includes detailing employees, for mission related reasons.

#### **Section 3: Procedures for Non-Developmental Details**

Management will follow these procedures prior to effecting non-developmental details, or special assignments:

- (a) Management will announce such opportunities with as much specificity as possible, including the area of consideration, the nature of the work involved, the qualifications required, the anticipated geographic location, and anticipated duration of the assignment.
- (b) Management will identify the pool of employees qualified for the detail(s) and will solicit volunteers from among that pool of employees.
- (c) Management will assess each volunteer's experience, knowledge, skills, and abilities required to perform the duties of the position(s) to be filled.
- (d) Management will consider the extent to which workload would be interrupted in the office or work group from which the selectee originates.
- (e) If there are more qualified volunteers than needed, the Agency may select the most qualified volunteer. If the volunteers are equally qualified, the employee(s) with the longest length of continuous service with the AOC will be selected.
- (f) If there are not enough qualified volunteers, those with the shortest length of continuous serve with the AOC and are the most qualified, will be selected.

#### **Section 4: Length of Details**

(a) An employee may not be detailed for a period of more than one-hundred and twenty (120) days (See Section 7). A detail to a higher graded position for more than thirty (30) days requires a temporary promotion, provided the employee is qualified, and has been performing satisfactorily.

(b) This provision may not be circumvented by rotating employees in and out of a detail position.

#### **Section 5: Documentation of Details**

(a) Details of more than thirty (30) consecutive days to a position of a different title, responsibility, series, and/or grade will be documented and recorded in the employee's Official Electronic Personal Folder (eOPF).

(b) For details of less than thirty (30) days, but more than seven (7) days, an employee may request documentation of the assignment for themselves, and/or their manager of record.

#### **Section 6: Details Used as Punishment**

Details shall not be used as retaliation or punishment, nor shall they be used as a means of pre-selecting an employee for a position.

#### **Section 7: Temporary Promotions that Exceed 120 Days**

Temporary promotions that exceed one-hundred and twenty (120) days shall be made under competitive merit staffing procedures. An employee may be temporarily promoted to the same position for more than one-hundred and twenty (120) days only if there is a written justification from the appropriate supervisor and the Chief Human Capital Officer. Notice of a temporary promotion after thirty (30) days pursuant to Section 5 of this Article will be provided to the Union.

#### **Section 8: Effective Dates**

The effective dates of any detail or temporary promotion will be put in writing by the employee's supervisor or other management official and supplied to the employee.

#### **Section 9: Work Schedules**

Employees serving on details or special assignments outside their own offices will conform to the work schedules in effect in the office to which they are assigned.

## **Section 10: Personal Hardship Requests**

Employees involuntarily selected for details or special assignments may assert personal hardship either before or during the detail. Personal hardship requests shall be submitted in writing to the employee's supervisor and shall not be unreasonably denied. Any denials of personal hardship requests shall be provided to the employee, with specific justifications for the denial, in writing. Such denials may be challenged under the parties' negotiated grievance procedure.

## **ARTICLE 17**

### **Leave**

#### **Section 1: Annual Leave**

(a) Management is responsible for determining when annual leave may be taken and for scheduling it on an equitable basis.

(1) In most cases:

(A) Requests for annual leave can be made twenty-four (24) hours in advance; and

(B) The request will be approved or disapproved the same day as the request.

(2) The employee must submit an annual leave request, using an appropriate AOC Form 71, or submit the request through WebTA, to his/her supervisor or designee.

(b) Regular Requests for Annual Leave for more than one (1) day:

(1) Annual leave may also be requested on a case-by-case basis for more than one (1) day.

(2) An employee requesting annual leave for more than three (3) consecutive days will submit his/her request no later than five (5) workdays in advance.

(3) Annual leave should not be considered as approved without the employee's supervisor and/or designee indicating approval.

(4) However, if the request for annual leave is not approved by the approving official within the prescribed time frame, the leave may be considered approved.

(5) The employee must submit an annual leave request, using an appropriate AOC Form 71, or submit their request through WebTA, to his/her supervisor or designee.

(c) Scheduling of Vacations or Other Extended Annual Leave Requests:

(1) The AOC recognizes that employees may plan vacations during the work year, or may have a need for extended annual leave.

(2) Employees need to submit his/her requests for vacation time or extended leave every year. This provision is not intended to prohibit an employee from

submitting a request to schedule more or less than eighty (80) consecutive hours of annual leave.

(3) Where there are work needs and possible conflicts with employee requests for vacations, these conflicts will be resolved using:

(A) AOC seniority;

(B) Overall Government seniority, if there remains a conflict;

(C) Ties will be broken with a flip of the coin.

(d) Annual Leave for Thanksgiving Day, Christmas Day, and New Year's Day Holidays:

(1) Approval for vacation time and/or annual leave that include Thanksgiving Day, Christmas Day, and New Year's Day Holidays will be made in consideration of the AOC's operational requirements.

(2) Leave that is considered will follow a rotating seniority list of employees based on:

(A) AOC seniority, if there is a conflict;

(B) Overall Government seniority, if there remains a conflict;

(C) Ties will be broken with a flip of a coin.

(3) If the request for leave is not approved by the approving official within the prescribed time frame, the leave may be considered approved.

(e) Unscheduled Leave:

(1) Permanent employees who are full or part-time (excluding employees who are probationary) will be allowed up to six (6) occurrences annually for unscheduled tardies and/or unscheduled leave not to exceed four hours per occurrence.

(A) In the rare occurrences where an employee needs more than four (4) hours they must contact their supervisor or designee as soon as possible, but no later than thirty (30) minutes after his/her original requested report time.

(B) The employee's supervisor or designee may approve, modify, or deny the requested extension.



(C) The employee may also be required to supply appropriate documentation as to the reason for the requested extension, and the supervisor or designee may approve extending the original request if the documentation is found to be sufficient.

(D) It is understood by the parties that the six (6) occurrences for unscheduled leave are primarily for an employee who, through no fault of their own, may need to report to work late due to traffic, public or personal transportation, inclement weather issues, home emergencies or other personal issues such as child care, or elder-care. The employee must inform their supervisor or designee that they are requesting an occurrence of unscheduled leave.

(E) An employee who is unable to report to duty for unforeseen circumstances is still responsible for notifying their supervisor or designee as soon as possible, normally no more than one (1) hour after their scheduled report time. In this notice, the employee must state when he/she will report to work. In cases where jurisdictions establish centralized call-in numbers, employees are required to give his/her name, reason for the absence, the estimated duration of the absence and the type of leave he/she is requesting, and a phone number where he/she can be contacted. The employee must promptly submit a properly filled out AOC Form 71 or WebTA upon their next arrival at work. The employee should not assume that leave is approved. The employee's supervisor will determine whether a leave request is approved.

(i) The first option of notification is by phone; however the employee may also notify their supervisor or designee by using e-mail or text if a phone is not available.

(ii) The supervisor or designee will approve or disapprove an employee's request as soon as possible.

(iii) If a request is for more than five (5) hours of leave, it will be approved or disapproved within the first two (2) hours after the time that request was made.

(2) If the employee reports to work later in the same day when the employee uses unscheduled leave, he/she must submit a properly filled out AOC Form 71 to his/her supervisor or designee before close of business that day. Failure to do so may result in the employee being placed in an AWOL status.

(A) If the employee fails to report to work at the time stated in the request, the employee will be carried on the leave requested for the remainder of the day. Upon the employee's return the employee must supply his/her supervisor, upon request, with appropriate

documentation, determined by the supervisor, showing the reason the employee did not report to work.

(B) Failure to supply appropriate documentation may result in the employee being placed in an AWOL status.

(3) An employee's request for unscheduled leave accompanied by an AOC Form 71 and/or appropriate documentation will be approved or denied by the employee's supervisor or designee by the end of the employee's workday, no later than by the end of the employee's next workday.

(4) Unscheduled leave cannot be used to shorten a workday by leaving early. Employees who need to leave early must request leave in compliance with this article.

**(f) Use of Annual Leave in Place of Sick Leave**

(1) An employee may use annual leave in place of sick leave;

(2) Annual leave used in lieu of sick leave will not be counted as an occurrence;

(3) The employee must advise their supervisor or designee that the annual leave is being requested in place of sick leave;

(4) The employee should not consider the leave approved without the employee's supervisor or designee indicating approval.

**(g) Annual Leave Balances**

(1) In emergency or other situations where an employee does not have at least eight (8) hours of annual leave they may request from his/her supervisor or designee leave without pay (LWOP), or advanced annual leave as administered by AOC Policy;

(2) It is understood that the mere request for LWOP or advanced annual leave should not be considered as approved.

**Section 2: Sick Leave**

(a) An employee's medical documentation will be kept in a secure manner to ensure the employee's personal medical information is private and confidential.

(b) Sick leave is an earned benefit which must be granted when an employee is incapacitated for the performance of duty by sickness, injury, pregnancy, or medical treatment and can be used for appropriate absence as when an employee:

- (1) Receives medical, dental or optical examinations or treatment;
- (2) Would jeopardize the health of others by being present on duty because of exposure to contagious disease;
- (3) Must be absent from duty for the purpose relating to the adoption of a child, including appointments with adoption agencies, social workers, attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed;
- (4) Provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination treatment;
- (5) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- (6) Provide care for a family member;
- (7) A family member is defined as: The employee's spouse and parents thereof; parents; children; including adopted children, and their spouses; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(c) Each employee is responsible for notifying his/her supervisor or designee by phone, email, or text when unable to report to work because of illness or injury. Employees must make every reasonable effort to notify his/her supervisor or designee as far in advance of the start of his/her scheduled shift if they are sick. In the event that an employee cannot personally notify his/her supervisor or designee due to an illness or other medical circumstances, the employee will be allowed to have someone else notify his/her supervisor or designee. Employees must notify the supervisor or designee for each day of the absence, unless the employee indicates that he/she will not be reporting to work for multiple days due to the illness or accident, then the employee will not have to notify his/her supervisor or designee daily.

- (1) The employee will tell the supervisor or designee what the anticipated return date will be. If the employee is unable to meet the return date the employee must contact the supervisor or designee no less than twenty-four (24) hours before the original return date expires.

- (2) Failure to do so could result in the employee being placed in an AWOL status.

(d) Employees requesting sick leave for more than three (3) consecutive workdays must furnish documentation containing satisfactory evidence of incapacitation for duty during

the period of absence. This documentation may be in the form of medical certification from a physician or other health care provider.

(e) For requests up to three (3) consecutive workdays where the illness was not treated by a doctor the employee's self-certification should be filed within three (3) days after returning to duty.

(f) Approval of sick leave for medical, dental, or optical examinations shall be secured in advance, if possible.

(g) If absence is approved and the employee does not have sick leave, the absence may be carried in annual leave, if available and the employee requests it.

(h) Regular Requests for Sick Leave for more than one (1) day:

(1) Sick leave may also be requested on a case-by-case basis for more than one (1) day.

(2) An employee requesting sick leave for more than three (3) consecutive days will submit their request no later than five (5) workdays in advance.

(3) Requests must be made through the employee's supervisor or designee.

(4) Sick leave should not be considered as approved without the employee's supervisor or designee indicating approval.

(5) However, if the request for leave is not approved by the approving official within the one (1) day, the leave may be considered as approved.

(6) An appropriate AOC Form 71 or through WebTA must be used when requesting sick leave.

(7) The requesting employee must provide medical documentation concerning the medical reason for sick leave over three (3) days before the leave is approved, or within three (3) days upon his/her return.

(i) Emergency Requests for Sick Leave:

(1) From time to time employees may have a reason to request sick leave less than twenty-four (24) hours in advance.

(2) If this should happen the employee should not consider the leave approved without the employee's supervisor or designee indicating approval.

(j) Use of Annual Leave in Place of Sick Leave:

- (1) An employee may use annual leave in place of sick leave.
- (2) Annual leave used in lieu of sick leave will not be counted as an occurrence of unscheduled annual leave.
- (3) The employee must advise their manager or designee that annual is being requested.
- (4) The employee should not consider the leave approved without the employee's supervisory or designee indicating it is approved.

**Section 3: Sick Leave Restriction**

(a) When there is a reason to believe that an employee is abusing the use of sick leave or the employee fails to follow the procedures for requesting approval of sick leave, the supervisor should counsel the employee concerning the questionable use of sick leave. Some examples of sick leave abuse are: routinely calling in sick at specific times, such as payday, every day before or after a holiday or weekend, routinely calling in sick for periods of less than four days for which medical documentation is not required.

(b) The supervisor should advise the employee that continued sick leave abuse and/or failure to follow sick leave procedures in general may result in the employee being placed on sick leave restriction. The supervisor should document the discussion and provide a copy of the documentation to the employee.

(c) If the employee continues a pattern of sick leave abuse and/or failure to follow sick leave procedures, the supervisor may issue the employee a Sick Leave Restriction Letter requiring that the employee support all requests for sick leave with acceptable medical documentation. The Sick Leave Restriction Letter should clearly state all requirements and conditions imposed and that failure to comply with the Sick Leave Restriction Letter will be considered as a basis for denying sick leave (including annual leave in lieu of sick leave, or leave without pay in lieu of sick leave) and carrying the employee in an AWOL status, which may result in a disciplinary or adverse action.

(d) If the employee is placed in a Sick Leave Restriction status the letter will include, at a minimum, the following:

- (1) The employee's name;
- (2) Notification that the employee is being placed in a sick leave restriction status;
- (3) The reason for the sick leave restriction, i.e., dates, time and number of hours used for each incident and any other information relied upon;

(4) The employee's requirements when asking for leave, such as: when to call in for unscheduled sick leave, and who to contact;

(5) The specificity of medical documentation when claiming an illness or other medical situation; and, but not limited to: the length of time the employee will be in a sick leave restriction status.

(e) If the employee is placed in a sick leave restriction status, they will remain in that status for as long as the supervisor feels necessary to correct the employee's abuse of sick leave, but for no longer than six (6) months. However, after ninety (90) days, the supervisor shall review the employee's attendance record and may notify the employee in writing that the restriction is being withdrawn. If the restriction is not withdrawn after ninety (90) days, the restriction remains in place for the full six-month period.

#### **Section 4: Military Leave**

Coverage: Any full or part time employee with a permanent appointment of more than one year is entitled to time off for certain types of active or inactive duty in the National Guard or Armed Forces Reserve components. Military leave is pro-rated for part-time employees based proportionally on the number of hours the employee is regularly scheduled biweekly pay period.

(a) Regular Military Leave:

(1) Full-time employees who are eligible can accrue fifteen (15) calendar days of military leave at the beginning of each fiscal year for active duty, active duty training, and inactive duty training. Any unused days, up to a maximum of fifteen (15) are carried forward to the next fiscal year. Accrual of military leave may not exceed thirty (30) days in any one fiscal year.

(2) Inactive duty training is authorized training performed by member of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve component. It consists of regularly scheduled unit training periods, additional training periods, and equivalent training.

(3) While on regular military leave, an employee is entitled to full civilian pay and benefits, including any premium pay the employee would have received if not on military leave, in addition to military pay earned while on military duty.

(b) Members of the District of Columbia National Guard:

(1) Employees who are members of the District of Columbia National Guard are entitled to unlimited leave as authorized by Title 1, Section 613.3, District Code.

(c) Emergency Military Leave:

(1) Eligible employees are entitled to military leave not to exceed an additional twenty-two (22) work days each calendar year when called to duty as Reservist or National Guard member, ordered by the President or a State governor, for law enforcement or protection of life and property. The twenty-two (22) days cannot be accumulated or carried over from one calendar year to the next.

(2) While on emergency military leave, an employee continues to receive civilian pay, which must be offset by the amount of military pay received. The employee may elect not to take military leave and instead take annual leave in order to retain both civilian and military pay.

(d) Requesting Military Leave: Military leave must be requested in advance with a leave form and a copy of the employee's official orders.

**Section 5: Leave Without Pay (LWOP)**

(a) An employee may be placed on LWOP in certain circumstances by their supervisor.

(b) LWOP is a non-paid approved leave status that is at management's discretion.

(c) Approval for LWOP for more than two consecutive days must be approved by the jurisdiction head.

**Section 6: Absence for Voting**

Generally, where polls are not open at least three (3) hours after an employee's normal work schedule, their supervisor may approve a limited amount of excused absence that will permit the employee to report to work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time off.

**Section 7: Administrative Leave**

(a) Administrative Leave is an excused leave status from duty without loss of pay and without charge to leave.

(b) Administrative leave is approved at the discretion of management and should not be considered as an alternative to an employee's regular leave accruals.

(c) Denial of Administrative Leave is non-grievable.

## **Section 8: Court Leave**

(a) Court Leave is approved absence without a loss of pay and without a charge to leave for jury duty in a federal, state, or local court, or to serve as a witness on behalf of any party in connection with any judicial proceedings to which the United States, District of Columbia, state or local government is a party.

(b) Request for Court Leave:

Court leave must be requested prior to an employee serving and the employee must provide their supervisor a copy of the summons, order, or subpoena.

(c) Return from Court Leave:

When the employee returns from Court Leave they must supply their supervisor with the certificate of attendance signed by a clerk of the court or other appropriate official. Failure to supply the identified certification may result in the employee being charged with AWOL.

(d) Period of Service:

Court Leave will cover an employee's absence regardless of hours per day, per week they actually serve on a jury or as a witness during their regular tour of duty. If the court proceedings or jury deliberations are suspended for all or part of the day the employee must return to work, or request leave from their supervisor for the remaining time. The employee's should not consider the leave approved if the supervisor does not approve the leave and the employee does not return to work. The employee may be charged AWOL for any hours they fail to return to work.

(e) Employees on Night Shifts:

An employee who works the night shift and is called upon to serve on a jury or testify in a judicial proceeding will have their work schedule changed or will receive Court Leave in place of their night shift tour.

(f) Fees and Expenses:

Courts may compensate individuals for serving as jurors or witnesses. Because an employee is fully compensated for court duties by this Article, any compensation paid to an employee must be turned over to the Agency. Payments from the court for incidental expenses such as meals, parking, transportation, may be kept by the employee. If an employee has any doubt as to the compensation they should contact their supervisor for clarification.



## **Section 9: Absence Without Leave (AWOL)**

(a) When an employee has not complied with the procedures of law, rule, policy, and/or this agreement regarding the use of leave they may be placed in an Absence Without Leave (AWOL) non-pay status.

(b) AWOL in-itself is not considered as a disciplinary or adverse action, and is not grievable. However, accumulation of AWOL can be used as information relied upon in a disciplinary or adverse action.

(c) An employee can be charged AWOL in fifteen (15) minute increments.

(1) An employee cannot be in a duty status if they have been charged AWOL for less than a fifteen (15) minute increment. But, the employee must return to their duty status once the fifteen (15) minutes has ended.

(2) An employee who fails to return to duty in a timely manner may be placed on AWOL again and remain on AWOL until they return to duty timely.

(d) The amount of AWOL accrued prior to a disciplinary or adverse action will be determined by the employees' supervisor as appropriate.

## **ARTICLE 18**

### **Position Classification**

#### **Section 1: Position Descriptions**

Position descriptions will be prepared by the Employer and will contain the principal duties, responsibilities, and supervisory relationships for the purpose of classification. Each employee will be provided with a current and accurate description of his/her duties and responsibilities in the form of a position description on the day the employee assumes his/her new duties or as soon as possible thereafter.

#### **Section 2: Changes to Position Descriptions**

Changes to a position description shall be incorporated to assure that the duties are accurately defined and the position is correctly classified to the proper title, series, and grade.

#### **Section 3: Union Notification**

The Employer will inform the Union as soon as possible when any significant changes are made in a position description due to reorganization or changes in classification standards that will have a significant impact on unit employees.

#### **Section 4: Details and Reassignments**

Employees detailed or reassigned to established positions shall be given position descriptions at the time of reassignment. When a position requires periodic or regular rotation of an employee from one set of duties to another such requirements shall be set forth in the position description.

#### **Section 5: Notice of Downgrades**

Should the Employer downgrade an encumbered position as a result of a planned management action (e.g., reorganization or deliberate change of duties) the Employer will advise the affected employee(s) of his/her rights outlined in Reduction In Force (RIF) Article.

#### **Section 6: Union Notifications**

(a) When the Employer intends to begin a classification survey or maintenance review of an organizational unit in the bargaining unit, the Employer agrees to notify the Union in writing at least two (2) weeks before the survey or review begins.

(b) The Employer shall notify the Union in writing of the offices or individuals who have been delegated classification authority by the Employer.

## **Section 8: Equal Pay Issues**

The parties agree that issues related to equal pay for equal work may be raised under the classification and review appeals procedures provided for in this Article. If an employee believes that he/she is performing higher grade duties and responsibilities than those in his/her position description, the employee can also raise the issue through the classification appeals process.

## **Section 9: Classification Review and Appeals**

- (a) All appeals of classification actions by employees in the bargaining unit shall be governed by applicable AOC rules and regulations.
- (b) Permanent GS employees may file a classification appeal with the AOC (HCMD).
- (c) Federal Wage System employees dissatisfied with the classification of their position will first notify their immediate supervisor. If the supervisor is unable to resolve the issue to an employee's satisfaction, the employee shall have a reasonable amount of administrative time to file an appeal in accordance with HCMD policy.
- (d) An employee, upon request, will have access to their position evaluation report, organizational and functional charts and other pertinent information directly related to the classification of his/her position. The appeal process should be completed within forty-five (45) days by HCMD.
- (e) Federal Wage System employees may only file classification appeals with the HCMD. They may not appeal to the Office of Personnel Management (OPM).
- (f) All employees in the bargaining unit who file classification appeals may designate a representative of their choosing to assist them in the appeal.

## **Section 10: Grievances**

Employees who are dissatisfied with the classification of their position may not grieve under the negotiated grievance procedure unless it results in a reduction in grade or pay.

## **Article 19**

### **Contracting Out**

#### **Section 1: Union Notification**

In the event that management determines to contract out bargaining unit work, it will notify the Union immediately, upon making such determination, of the nature and extent of the contracting out; the number of unit positions affected; the names of the employees affected, and the date upon which contractors will begin performing bargaining unit work.

#### **Section 2: Bargaining**

When a determination has been made that contracting out of such work has or is expected to have an adverse impact, bargaining may commence pursuant to the provisions outlined in Article 4 of this Agreement.

#### **Section 3: Information Requests**

The AOC recognizes its obligation to provide the Union, upon request, with such data as may be required pursuant to the provisions of 5 USC 7114.

#### **Section 4: Assistance**

(a) If unit work is contracted out and employees are displaced, the AOC shall provide the following assistance to minimize the impact on employees:

- (1) assistance with filing unemployment benefits;
- (2) resume and SF-171 preparation;
- (3) job counseling related to job loss;
- (4) assistance with job placement in other government agencies;
- (5) the AOC shall offer retirement and severance benefits in accordance with applicable laws, rules, and/or regulations.

#### **Section 5: Cost Comparisons**

The AOC will provide the Union with information generated in cost comparisons performed under applicable regulations and other guidance concerning contracting out. The AOC will provide the Union with a copy of procedures it used in making the decision to contract out bargaining unit work, and will bargain with the Union concerning procedures to accomplish that decision that affect unit employees.

## **Section 6: Briefings**

Briefings will be held with the affected employees for the purpose of providing information concerning contracting out. The Union shall have the right to attend such briefings.

## **ARTICLE 20**

### **Child Care**

#### **Section 1: Child Care Center**

The Parties recognize that at the time of the negotiation of this Agreement the House of Representatives maintains and operates a Child Care Center to furnish pre-school child care.

#### **Section 2: Eligibility**

(a) The House day care center shall be made available to those children of individuals whose pay is disbursed by the Chief Administrative Officer of the House of Representatives and children of support personnel of the House; and

(b) If places are available after admission of all children eligible under sub-paragraph "a" of this Section, then children of individuals working in the Senate and children of individuals employed by agencies of the legislative branch are eligible to attend.

#### **Section 3: Child Care Requests**

If there is no request from the Bargaining Unit employees for Child Care during the term of this Agreement, the Article will be dropped in its entirety from this Agreement's predecessor.

## **ARTICLE 21**

### **Job Related Disability Compensation**

#### **Section 1: Injury Reporting**

When an employee sustains a job related injury, the employee will report the injury to his/her supervisor as soon as possible.

#### **Section 2: Supervisor Duties**

(a) When a supervisor becomes aware that an employee under his/her supervision has sustained a work-related injury or illness/disease in the performance of duty the supervisor should:

- (1) Refer the employee to the appropriate medical authorities (i.e., doctor, nurse, hospital, etc.) if necessary, in an attempt to secure medical services for the employee and, when necessary, provide transportation for medical assistance for the employee;
- (2) Provide and complete with the employee Form CA 1 or CA 2 and all other necessary forms and provide copies of the completed forms to the injured employee or their supervisor;
- (3) Advise the employee to contact the Employer's Worker's Compensation Program office to obtain information on benefits under the Federal Employee's Compensation Act;
- (4) If necessary, notify the employee's designated emergency contact person as soon as practicable, assuming that person's contact information is known and available to the supervisor;
- (5) Investigate the accident site to determine the cause of the injury and take appropriate action to remedy or prevent any known hazards;
- (6) Employees will report accidents without fear of reprisal.

#### **Section 3: Claims Submissions**

The Employer will ensure that any claims for benefits submitted by the employee due to the job related injury are forwarded to the appropriate authorities as soon as possible.

#### **Section 4: Continuation of Pay and Limited Duty Assignments**

(a) All employees who sustain a disabling job related injury and become disabled due to that injury may claim continuation of pay for a period not to exceed 45 days as long as the Form CA-1 is filed within 30 days following the injury and medical documentation is provided within ten (10) days of submitting of the Form CA-1. In instances where the employing agency continues the employee's pay, the pay must not be interrupted unless one of the provisions outlined in 20 CFR 10.222 applies.

(b) If the claim is denied, the continuation of the employee's regular pay shall be charged to sick or annual leave, or be deemed an overpayment within the meaning of 5 USC 5584.

(c) In cases of temporary, partial disability where a full recovery is expected, within 6 months, the Employer shall make every reasonable effort to assign the employee to a modified work assignment (limited duty).

(d) An employee may be offered a modified work assignment (limited duty) after they have provided the Employer with the appropriate supporting medical documentation.

(1) A reasonable effort will be made to make such assignments within the current position description.

(2) If this is unsuccessful the Employer may attempt to assign the employee to other areas of the Capitol Complex.

(3) In such cases, the Employer has the ultimate discretion to choose assignments for employees who are in need of accommodation.

(e) All modified work assignments offered to employees who are partially disabled as a result of a work related injury will be consistent with all applicable agency regulations and policies unless otherwise stated in this Article.

(f) Employees in modified work assignments, because of work-related injuries will not lose pay due to the assignment, or shift that is of lesser pay.



## **ARTICLE 22**

### **Health and Safety**

#### **Section 1: Overview**

The Employer will maintain to the best of its ability and subject to available funds, an occupational safety and health program in accordance with applicable law and regulations. The Employer shall evaluate and update fire and safety evacuation procedures in those areas in which bargaining unit employees perform their duties. The Union will cooperate in encouraging employees to work in a safe manner by following the various policies and guidance of the AOC Safety Manual, Fire Marshall, and Environmental Management chapters, policies, and memorandum as signed by AOC.

#### **Section 2: Health and Safety**

(a) The Employer shall make reasonable efforts to ensure the implementation and enforcement of all applicable Federal laws, rules, and regulations regarding health and safety where it has control and authority to do so.

(b) The Employer shall provide adequate lighting and ventilation to all employees in work areas, rest rooms, and hallways.

(c) The Employer shall provide and maintain a work place that is free of rodents, pests, and other vermin.

(d) The Employer shall maintain the work place and its equipment in good condition. Deficiencies shall be promptly corrected. All equipment deemed obsolete or unsafe by the Employer or as recommended by the Advisory Health and Safety Committee and concurred in by the Employer shall be replaced as soon as practicable.

(e) The Employer shall maintain and provide clean, sanitary, and stocked restroom facilities for employees and shall ensure that the facilities comply with occupational safety and health standards.

(f) The Employer shall provide first aid supplies to each individual shop for the employees' use.

(g) The Employer shall make available CPR Training to all employees. Employee participation shall be voluntary.

(h) The Employer shall make every reasonable effort to ensure that safe drinking water is provided to employees.

### **Section 3: Employee Responsibilities**

(a) Employees have a responsibility to correct promptly, if practical, or to report, unsafe conditions to the appropriate supervisor. The supervisor will promptly take steps to correct conditions that are unsafe, or refer the matter to the appropriate official. Employees will report all accidents to their supervisors at the time of the accident. Safety reports will be processed in accordance with applicable law and regulations.

(b) Employees will not discourage other employees from reporting hazards, accidents, or injuries to their supervisors.

(c) No employee will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of hazardous working conditions or for participating in other authorized activities as provided for in this Article.

### **Section 4: Imminent Danger**

The term "imminent danger" applies to conditions or practices in any workplace which pose a danger that could reasonably be expected to cause death or severe physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. When an employee during the course of performing his/her official duties reasonably believes he/she is exposed to a health or safety hazard that presents imminent danger, he/she shall notify immediately a supervisor or the safety officer. Upon a determination by management that there is a danger, it will take the steps outlined in Section 7 below.

### **Section 5: Training, Postings, and U.S. Capitol Police Direction**

(a) Employees will be provided necessary on-the-job training on safety including evacuation procedures and instructions on applicable safety rules and regulations.

(b) The Employer shall post evacuation procedures in all bargaining unit labor rooms, shops, or designated work areas. All employees will comply with applicable safety rules and regulations.

(c) Employees will follow uniformed U.S. Capitol Police directions for evacuating or sheltering-in-place during emergency.

### **Section 6: Personal Protective Clothing and Equipment**

(a) The Employer will furnish necessary protective clothing and equipment to employees performing official duties that require protective measures.

(b) The employer may provide voluntary use personal protective equipment to employees if requested by and if deemed appropriate by the safety manager.

(c) The Employer will provide storage space for protective clothing and equipment assigned to employees.

(d) Employees will use the safety devices, and personal protective equipment in accordance with the instruction and training that they receive for the care, maintenance and use.

### **Section 7: Notification of Potentially Dangerous Conditions**

When the Employer determines that a dangerous or potentially dangerous condition or material is present at a particular work site, employees at the work site will be notified as soon as possible so that precautionary steps may be taken. Employees will be evacuated, if deemed necessary and in accordance with applicable statutory safety measures to a safe area until the hazards have been corrected. The Employer will post a notice of hazardous conditions discovered in a work site as required by applicable regulation. The notice will be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Pending correction of the matter, employees may be assigned to other duties.

### **Section 8: Advisory Health and Safety Committee**

(a) The Employer agrees that the Union shall have the opportunity to contribute to the safety program. Accordingly, the Employer will assign one (1) representative named by the Union to the Advisory Health and Safety Committee.

(b) Employee representatives shall function as full members of the committee, participating fully in the agenda for all safety matters that affect employees. Employees on the committee will be provided the necessary training to discharge their role on the committee and will be on official time while performing authorized committee functions (including reasonable time to prepare for meetings) if otherwise in a duty status. The committee will meet on a quarterly basis, unless otherwise rescheduled, to consider workplace health and safety issues deemed important, and shall issue advisory or other forms of non-binding recommendations to the appropriate authorities within the AOC.

### **Section 9: Workplace Safety Inspections**

(a) The term "inspection" means a comprehensive survey of all bargaining unit workplace areas to detect safety and health hazards. Inspections are normally performed semi-annually during regular working hours except as special circumstances may require. Inspections do not include routine day-to-day visits by agency occupational safety and health personnel or routine workplace surveillance of occupational health conditions.

(b) A Union representative from the Advisory Committee will be allowed to accompany the inspector during the semi-annual physical inspection of employee work areas, as well as the official who conducts an inspection in response to a report by an employee

or the Union of any unsafe or unhealthy condition, if such representative is available and time permits.

(c) A Union representative from the Advisory Committee may accompany an OOC inspector during his/her inspection of employee work areas, provided that the official has no objection. This will be done on official time if the Union representative is otherwise in a duty status.

### **Section 10: Medical Treatment and First Aid**

(a) If available, the Employer will provide emergency diagnosis and treatment of employee's minor injuries that occur during work hours. If emergency treatment facilities are not available on the Employer premises, the Employer will arrange for transportation to an appropriate local medical facility.

(b) Special health examinations for specific categories of employees whose work environment presents particular health hazards may be required by the Employer in accordance with applicable regulations. Such examinations will be at no cost to the employees and will be carried-out by the Office of the Attending Physician, or their designee.

### **Section 11: Tobacco Use and Prevention Program**

(a) A reasonably smoke-free environment will be provided to those employees who do not wish to smoke, or to be effected by second-hand smoke while on the job. Smoking will be permitted only in accordance with established congressional policies.

(b) Where designated smoking areas exist, they will be identified by clearly displayed signs.

## **Article 23**

### **Environmental Differential and Hazardous Duty Pay**

#### **Section 1: Environmental Differential (AOC Wage System)**

Environmental differentials will be paid to AOC (WG) employees in accordance with OPM applicable regulations and when appropriate.

#### **Section 2: Hazardous Duty Pay (General Schedule)**

Pay to GS employees for irregular or intermittent duty involving unusual hardship or hazard that is not adequately alleviated by protective or mechanical means, as determined by management, will be paid in accordance with applicable regulations.

#### **Section 3: Grade Determination**

It is recognized that a determination must be made regarding whether the physical hardship or hazardous duties were used to determine the grade of the position.

#### **Section 4: Grievances**

(a) The determination as to whether or not a position(s) and/or duties receive hazardous duty pay and the amount are non-grievable, unless it can be shown that Guidelines on Temporary Limited Duty Assignments and Hazardous Duty Pay (March 27, 1998) in establishing such pay were not properly followed. In such cases, violations could not constitute harmful error causing a modification of the pay in question. Remedies will be limited to ensuring that the aforementioned Guidelines are correctly followed.

(b) In the event that an employee disputes the AOC's application of the Guidelines criteria, the employee may file a grievance under the Article 13 Negotiated Grievance Procedure.

## **ARTICLE 24**

### **Compensation**

#### **Section 1: Wage and Salary Scales**

The Employer will provide the Union with wage and salary scales, classification standards and other compensation practices and policies applicable to Bargaining Unit Employees. The Employer will notify the Union of any changes in the wage and salary schedules as soon as possible.

#### **Section 2: Hourly Rates**

Federal Wage System employees in the AOC will continue to be paid in accordance with applicable laws.

#### **Section 3: Night Differential**

Federal Wage System employees who perform night work shall be paid, in addition to their hourly rate of pay, a night differential in accordance with applicable laws and regulations (i.e., 7.5% and 10%, where applicable).

#### **Section 4: Holiday Pay**

A bargaining unit employee shall be paid at the rate of his/her basic pay, plus a premium pay in accordance with applicable laws and regulations (i.e., double pay).

#### **Section 5: Sunday Pay**

Federal Wage System Employees whose regular schedule requires them to work on a Sunday, shall be paid at their rate of basic pay plus a premium pay in accordance with applicable laws and regulations (i.e., 25%).

#### **Section 6: Early Release Before Holiday**

Employees will be subject to early dismissal before holidays and other special occasions in accordance with AOC policy.

## **ARTICLE 25**

### **Equal Employment Opportunity**

#### **Section 1: Policy**

The Employer and the Union agree that discrimination in employment because of race, color, religion, sex, national origin, age, genetic information, or disability is prohibited. Sexual harassment is also a form of discrimination that undermines the integrity of the employment relationship and adversely affects employee opportunities. The Employer agrees to ensure that all employees be allowed to work in an environment free from unsolicited and unwelcome sexual overtones.

#### **Section 2: The Equal Employment Opportunity and Diversity Programs Office (EEO/DP)**

(a) The Employer's EEO/DP office shall be designed to promote equal employment opportunity in accordance with applicable law and regulations.

(b) The AOC/EEO/DP office shall establish the governing policy and procedure for the processing of all complaints of employment discrimination based on those protected classes enumerated in Section 1 above, subject to any exceptions cited in Article 13, Section 5 (NGP).

#### **Section 3: Information Data and Reports.**

The Employer will provide employees copies of its EEO/DP procedures manual. Upon request, employees may seek information and guidance from the Director, EEO/DP.

#### **Section 4: Claims**

(a) Any employee who seeks advice, wishes to file or has filed an EEO claim or participates in the investigation of a claim shall be free from coercion, interference, dissuasion or reprisal due to the claim.

(b) Employees seeking assistance will be advised concerning the procedures and timeframes involved in processing EEO claims.

(c) An employee's representative who has been designated in writing in an EEO claim will have the same access to information as the claimant in accordance with the AOC EEO/DP claim procedures and all other applicable laws and regulations.

#### **Section 5: Information**

The AOC shall provide the Union, upon written request, information redacted of any personal identifying markers, including but not limited to the following information will be furnished each year of the agreement information:

- (a) Workforce composition by jurisdiction, i.e., SOB, HOB, CB, BG and LBG, by race, gender, national origin and grade level;
- (b) Composition of each major occupation (job series) by race, gender, national origin and grade level;
- (c) The number and type of involuntary terminations of employment by race, gender, national origin, and grade level;
- (d) Number of disciplinary and adverse actions taken by race, gender, national origin and grade level.



## **ARTICLE 26**

### **Training and Employee Development**

#### **Section 1: General**

The parties agree that it is a major goal to improve the job performance of all employees and to develop the knowledge, skills, and abilities of employees in order to encourage the more effective utilization of available human resources in the service of the Architect of the Capitol. The Parties further agree that employees should be offered training to assist them with career transitional needs due to reductions-in-force, layoffs, re-engineering, contracting out and other management decisions that may result in employment displacement. The Parties recognize that funding for training is subject to congressional appropriations and therefore subject to budgetary limitations.

#### **Section 2: Training Opportunities**

The AOC agrees to offer appropriate training, career planning and development opportunities to employees. Such opportunities shall be provided consistent with the AOC's training program and in response to career transitional activities described in Section 1 above.

#### **Section 3: Training Approaches**

The following approaches to employee training may be utilized:

- (a) On-the-job training, government provided courses, or the courses during duty hours to improve employee capabilities to perform their current duties;
- (b) Cross training and rotational assignments in complementary positions;
- (c) Enrollment of employees in part-time educational programs that are job related and instituted at local educational institutions. Such activities may be performed during work hours, subject to workload needs;
- (d) Long-term training in Federal and non-federal educational institutions;
- (e) Continued utilization of the Architect's Mobility Program (AMP) to offer career development opportunities to employees that occupy career limiting positions within the AOC.

#### **Section 4: Training for Advancement**

An Employee's request for training that is primarily designed to prepare the Employee for advancement, or if the requested training would fulfill special qualification

requirements for a position with known promotion potential, selection for training among similarly situated employees will be made under competitive procedures.

### **Section 5: Training Expenses**

In accordance with applicable regulations, the Employer shall make payment for all allowable and authorized expenses incurred in connection with an approved training request.

### **Section 6: Training Requests**

Employees who have submitted a written request for training will be notified of their selection or non-selection within 15 workdays and provided reasons, upon request, for the non-selection.

### **Section 7: Individual Development Plan**

- (a) An Individual Development Plan (IDP) is a voluntary tool for an employee and his/her supervisor to help the employee reach short and long-term career goals.
- (b) An IDP is not a performance evaluation tool. However, it involves preparation and continuous feedback between the employee and his/her supervisor.
- (c) An IDP will primarily focus on two things:
  - (1) Leveraging the employee's strengths/talents, and;
  - (2) Providing new skills and knowledge to help the employee perform better in his/her job, or other long term career goals.
- (d) The employee is responsible for developing the basis of his/her own IDP and then agreeing on its contents with his/her supervisor and both will sign it.
  - (1) It is understood that the IDP is a non-binding contract that the employee makes with his/her supervisor.
  - (2) While the IDP is not binding, managers will make every effort, work load requirements and budgetary constraints considered, to ensure that each employee is given time for the training and developmental opportunities listed on his/her IDP.

## **ARTICLE 27**

### **Dues Allotments and Cancellations**

#### **Section 1: Allotment of Union Dues**

Pursuant to 5 USC 7115, the purpose of this Article is to provide mutually acceptable and comprehensive procedures for the voluntary allotment of payments by employees for Union dues. The provisions of this Article supersede the Memorandum of Understanding previously negotiated between the parties on the withholding for dues.

#### **Section 2: Payroll Deductions**

Bargaining unit employees may request that their dues will be deducted through payroll deductions provided the following:

- (a) The employee is a union member in good standing, as determined by the Union;
- (b) The employee completes form SF-1187, and submits the completed form to the President, or designee of the Local;

#### **Section 3: Effective Date**

An employee's initial deduction will normally become effective within the two pay periods after the receipt by the AOC of the employee's certified SF-1187, provided it is received three days before the beginning of the pay period.

#### **Section 4: Revocation of Union Dues**

- (a) Bargaining Unit employees may submit an SF-1188 after serving one year as a dues-paying Union member; and thereafter, by submitting an SF-1188 during the first full pay period after September 1<sup>st</sup> of each calendar year.
- (b) The forms will be submitted to the Union President, or his designee, for processing.
- (c) Timely revocations will become effective beginning with the first full pay period in October of each calendar year.
- (d) When an untimely, or improperly completed, revocation is received by the AOC, it will be returned to the Union President within 5 workdays of receipt.

#### **Section 5: Notification of Allotment Changes**

If the amount of the regular dues is changed by the Union, the Union will notify the AOC, in writing, and will certify the new amount of regular dues to be deducted each pay period. Changes in the amount of the Union dues for payroll deduction will not be

made more frequently than once every six (6) months, and shall be processed within the first full pay period after the AOC has been notified by the Union. If the agency needs an extension, it may request the same from the Union. Such requests shall be in writing and include an explanation as to why the extension is being requested. The Union will grant extension(s) up to six weeks, provided a reasonable explanation has been provided by the Employer.

#### **Section 6: AOC Accountability**

The AOC shall be held harmless by the Union and bargaining unit employees for unavoidable events that are outside the Employer's control including activities by the Employer's contractors or other agents that may occur during the processing of the dues allotment requests or cancellations. Such errors will be rectified as soon as they are discovered. It is incumbent upon the employee or the Union to bring errors to the attention of the Employer within 6 months of the date the Employer knew or should have known of the error.

## **ARTICLE 28**

### **Performance, Communication, and Evaluation System**

#### **Section 1: Purpose**

The purpose of this Article is to describe a systematic process by which the AOC sets the expectations for a job's major elements, communicates those expectations to the employee, observes performance and provides feedback to the employee. This Article incorporates and describes the AOC's plan and the various functional procedural safeguards for employees.

#### **Section 2: Performance Evaluation (Appraisal)**

Performance Evaluation (Appraisal) is a continuous process. It is an integral part of a sound employee/supervisor relationship involving communication between employee and supervisor concerning job expectations, performance necessary to achieve them, and progress in terms of meeting stated goals. Performance appraisal is a joint process designed to increase constructive communications between the supervisor and the employee, and to improve the employee's performance, in necessary.

#### **Section 3: Computer Work Stations**

For purposes of the implementation of this Article and Order 430-1, employees will have access to a computer work station in his or her Jurisdiction. Management will ensure that employees will have time subject to workload conditions.

#### **Section 4: Employee Input**

Employees will be notified at the beginning of each Performance Rating Period that they have the option of giving a self-evaluation prior to the mid-year review and the annual evaluation meeting. If the employee desires to submit a self-assessment it should be done no later than seventy-two (72) hours prior to the Mid-Year and/or the annual evaluation review meetings. Employees may also submit a self-assessment at any time during the rating period.

#### **Section 5: Performance Plan**

A performance plan is a document developed by a supervisor with input from the employee that dictates the expectations of the employee's performance during rating period. The major components are the Performance elements and Performance Standards.

(a) Performance elements are the critical tasks on which an employee's performance will be measured and evaluated.

(b) Performance Standards are the defined performance level for a performance element. Performance standards shall be objective. They should be fairly, equitably, and uniformly applied to like duties in like circumstances, and shall be reasonably related to duties set forth in the employee's Position Description

(c) Performance Standards are based on a three level rating system: Outstanding (O), Fully Successful (FS) and Unacceptable (U).

## **Section 6: Employee Rights**

(a) Prior to providing an employee with a Performance Plan, the Rating Official shall meet with the employee for the purpose of allowing the employee the opportunity to provide input into the development of the Plan. The employee's Position Description (PD) should be included in the discussion as a point of reference. The Rating Official shall discuss with the employee the Performance Elements and Standards and their relationship to the PD,

(b) A copy of a draft Performance Plan will be provided to the employee no less than forty-eight (48) hours before the meeting, or as soon as possible . An employee requesting additional time to submit comments to the Rating Official, either in writing or orally, must do so within three (3) work days of the scheduled performance plan meeting.

(c) Should changes be made to the employee's Performance Plan, the Rating Official will meet with the employee to discuss the changes.

## **Section 7: Providing Employees their Performance Plan**

Within thirty (30) days of the beginning of the rating period, the Rating Official will provide to the employee his or her Performance Plan. This provision shall also apply to details and temporary promotions expected to last one hundred twenty (120) days or longer. The employee will acknowledge receipt of the Plan electronically, or in writing.

## **Section 8: Changes in Performance Plans**

(a) Pursuant Article 18 (Position Classification) of this Agreement, the Parties will meet, to consult over changes in Performance Elements and Standards, Performance Plans, Position Description, and/or changes in classification.

(b) An employee may request that Performance Elements and/or Standards be reconsidered when the duties of his or her position change significantly.

## **Section 9: Performance Evaluation**

Performance Evaluations shall be given no later than sixty (60) days after the end of the employee's Performance Evaluation Period. Performance Evaluations will only address the Performance Evaluation period being rated

## **Section 10: Annual Rating Cycle**

The Performance Communication Evaluation System has an annual rating cycle of one year.

## **Section 11: Interim Appraisals**

Interim Appraisals may be conducted at any time and include mid-year reviews and close-out ratings. They shall be conducted throughout the performance evaluation period as required below. Interim appraisals will be considered in determining the rating of record. However, they will not be used as the rating of record.

## **Section 12: Mid-Year Reviews**

(a) The Rating Official shall review the employee's performance at least once mid-way through the evaluation period and consider any close-out ratings, if applicable.

(b) At a minimum, the Rating Official will:

- (1) Discuss the level of performance for each performance element and electronically annotate the element rating;
- (2) Make narrative comments for each Outstanding or Unsuccessful performance element;

(c) Discuss training, if training needs are identified, document them and provide a copy to the Training and Employee Development Branch for follow-up

(d) The Rating Official and the employee will each acknowledge that the review was conducted either electronically or in writing. (Employee's acknowledgement does not constitute agreement with the rating; it merely signifies that the employee has received it.)

(e) If at any time during the evaluation period an employee's performance falls below the Fully Successful level, the Rating Official should follow the procedures in Section 18 of this Article.

## **Section 13: Close-Out Rating**

(a) A close-out rating will be required when one of the following situations occurs:

- (1) An employee completes a detail or temporary promotion of 120 days or longer, under established performance standards.
- (2) An employee changes positions after being under established performance standards a minimum of 90 days;
- (3) An employee leaves the Architect of the Capitol after being under established performance standards a minimum of 90 days;
- (4) The Rating Official leaves his/her position after the employee has been under established performance standards a minimum of 90 days. (In this instance, the employee may continue under the same performance plan under the new Rating Official.)

(b) At a minimum, the Rating Official will:

- (1) Discuss the level of performance for each element and electronically, or manually, annotate the element rating;
- (2) Make narrative comments for each Outstanding or Unsuccessful performance element;

(c) Close Out ratings will include a summary rating, if the summary rating is other than full successful, which will be supported by a supervisory narrative and will be provided to the employee within 30 days.

(d) The Rating Official shall follow the procedures under Section 18 when an employee performs at an Unsuccessful level.

#### **Section 14: Rating of Record**

(a) A rating of record is completed annually at the end of the employee's performance evaluation period.

(b) At a minimum the Rating Official will:

- (1) Discuss the level of performance for each performance element and electronically or manually annotate the element rating.
- (2) Make narrative comments for each Outstanding and Unsuccessful performance element.
- (3) Discuss training; if training needs are identified, document and provide a copy to the Training and Employment Development Branch for follow-up.



(c) The Rating Official will complete a rating of record annually at the end of the employee's performance evaluation period to include coordination with the Reviewing Official and discussion with the employee. When the employee receives his/her rating the supervisor and the employee will meet to discuss the rating. The discussion will include the basis for the rating.

(1) The Rating Official and the employee will each acknowledge electronically, or in writing, that the discussion was conducted.

(2) If the employee has not completed 90 days under an established performance plan, the evaluation period will be extended to allow 90 days under an approved performance plan at which time a performance evaluation will be conducted.

(d) When a full year's appraisal information is available, the rating of record will be based upon the entire year's performance. The rating official must consider any interim appraisals conducted by previous rating officials(s) during the evaluation period. The Rating Official will make a reasonable effort to obtain interim appraisals. Facts such as the length of time in the position and the relationship to current line and level of work, the significance of work accomplishments will determine the degree of impact of the interim appraisal on the final rating of record.

(e) The Rating Official will provide the employee with his/her rating of record no later than sixty days after the rating period.

(f) The employee will have three (3) work days to review and provide comments regarding the rating, if it is deemed necessary. If the employee disagrees with the performance evaluation, the employee may request a meeting with the Rating Official in order to discuss the concerns.

(g) If employee disagrees with an element rating, a grievance may be filed.

## **Section 15: Summary Ratings**

(a) A summary rating is completed for interim appraisals and the annual rating of record. Ratings will be based on a comparison of employee performance against established performance standards and will be computed as follows;

(1) Rating a majority of single elements outstanding makes the summary rating outstanding. (For example, rating three out of four elements outstanding makes the summary rating outstanding. However, rating two out of four elements outstanding makes the summary rating fully successful.)

(2) Rating any single element unsuccessful makes the summary rating unsuccessful.

(3) Rating single elements other than as noted above makes the summary rating fully successful.

(b) Other than the annual rating of record, a summary rating will not be conducted immediately prior to a career-ladder promotion or prior to a performance-based reassignment, demotion, or removal.

### **Section 16: Postponement of Performance Evaluations**

(a) Performance Evaluations *will* be postponed under the following circumstances:

- (1) When the employee has not served three (3) month in the same position; or
- (2) When there has been a recent change in supervisors and the supervisors has not been in-the position for 90 days; or.
- (3) If an employee is under a PIP as covered in Section 18.2.

(b) Performance Evaluation *may* be postponed under the following circumstances:

- (1) When for any reason the employee has not been in a work status in the position to which he or she is regularly assigned for three (3) months. If the employee has been detailed in excess of thirty (30) days during any portion of the Performance Evaluation Period, the Rating Official shall rate the employee in consultation with the employee's supervisor during the detail;
- (2) When the Rating Official or employee is on leave or otherwise unavailable at the regular rating time;
- (3) When an adverse action or disability retirement is pending, or
- (4) If the employee's performance at rating time is "Unsuccessful" because of temporary circumstances (such as family or health problems), but is expected to improve to a "Fully Successful" level in the near future.

### **Section 17: Copy of Evaluation**

Upon request, the supervisor will furnish the employee with a copy of his/her evaluation.

### **Section 18: Unsuccessful Performance**

(a) As provided in Order 430-1, employees whose performance has fallen to the "Unsuccessful" level (except as noted in 18A) will be given a Performance Improvement Plan (PIP) and given a period of 60-90 days to demonstrate "Fully Successful" performance.

(b) Prior to issuing a PIP there must be a discussion between the employee and the supervisor for the purpose of:

- (1) Advising the employee of specific shortcomings between observed performance and the standards associated with a particular element.
- (2) Providing employee full opportunity to explain the observed deficiencies.
- (3) Advising the employee of opportunities to seek counseling to improve their level of performance.

## **Section 19: Performance Improvement Plan**

(a) If a Rating Official determines that an employee's performance has fallen to the Unsuccessful level during the rating period, the rating official, must issue a written warning. This documentation takes place after regular feedback fails to help the employee consistently demonstrate improved performance at the fully successful level. The PIP provides the employee an opportunity to improve performance within a designated timeframe after which the performance will be evaluated and appropriate action taken based on the results. The PIP must include the following:

(b) Identification of the specific elements where the employee's performance has failed and the specific standard that must be achieved for retention in the position;

(c) Description of the specific performance problems demonstrated by the employee, for example, the Rating Official must identify specific examples of how the employee's performance has failed to meet the Fully Successful level;

(d) The specific time period (the opportunity period) during which the employee will have the chance to demonstrate performance at or above the Fully Successful level. The employee will be given a reasonable amount of time, considering the duties and responsibilities of his/her position to demonstrate improvement. Such period will last a minimum of 60 days but could, depending on the position, be longer.

(e) Description of specific actions designed to assist the employee in improving his/her performance, and inform the employee that the Rating Official will be available to provide assistance, answer questions, etc., throughout the opportunity period.

(f) Schedule meetings with the employee (at least once a week) to discuss the employee's progress and to provide feedback

(g) Clear notice to the employee that failure to improve performance to the Fully Successful level will result in the employee's reassignment, demotion, or removal from their position, as appropriate.

(h) If the employee's performance has improved to the Fully Successful level at the conclusion of the opportunity period, the Rating Official should notify the employee in writing.

(i) If, because of performance improvement by the employee during the performance improvement period, and the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice provided under this article, any entry or other notation of unacceptable performance for which the action was on a performance improvement plan under this article shall be removed by the AOC from any AOC record relating to the employee.

(j) However, if the employee's performance for which the employee was placed on the PIP once again becomes unacceptable within a 1 year period from when the employee was placed on the PIP, the rating official may reassign or institute a proposed action under section 20 of this agreement without instituting another PIP."

(k) If a within-grade increase had been previously denied based on the prior performance, the Rating Official should take action to grant the increase based on the employee's improved performance.

## **Section 20: Unsuccessful Performance**

Following the PIP opportunity period, if the employee's performance remains "Unsuccessful," the Rating Official may reassign or propose, via written notice, to demote, or remove the employee from the Agency. Such written proposal shall be given thirty (30) days in advance of the action proposed. The proposal shall include:

- (1) The action proposed;
- (2) The performance elements which the employee did not successfully meet;
- (c) The specific instance(s) which demonstrated the unsuccessful performance;
- (d) The right to make an oral and/or written reply within seven (7) days of the proposal;
- (e) The time period in which he or she should reply and the name of the Reply Officer and how they may be reached;
- (f) His or her right to be represented by the Union or other representative and to receive a written decision concerning any submitted reply.

## **Section 21: Opportunity to Respond**

The employee shall be given the opportunity to respond orally or in writing prior to a written decision regarding the proposed action. Employees exercising their reply rights

must notify the Reply Officer of such intent within five (5) work days of receipt of the proposed action notice. Oral and/or written replies must be submitted within ten (10) workdays of the proposed action notice. However, the Deciding Official will consider employee requests for an extension of such time period.

## **Section 22: Deciding Official**

The Deciding Official shall be designated by AOC and shall be an official in a higher position than the Rating Official. The Deciding Official shall prepare a final decision letter, which shall include all of the following:

- (a) The decision on the proposed action;
- (b) Findings with regard to each instance of unsuccessful performance;
- (c) Findings with regard to each point raised in the employee's reply;
- (d) The effective date of the action, if any, to be taken. The effective date must be no earlier than thirty (30) days after the date on which management delivered by hand or by a mail to the employee, the proposed notice of adverse action. In instances where the decision is mailed to the employee residence such notice must be sent by return receipt or equivalent delivery; and
- (e) Notice to the employee that he or she may grieve the final action pursuant to the provisions of Article 13 (Negotiated Grievance Procedure) of this Agreement.

## **Section 23: Time Frames**

The time frames of this Section may be extended or waived by mutual agreement of the Parties.

## **Section 24: Electronic Retention**

The employee's Performance Evaluation of record, individual Performance Plan, and Performance folders (as defined in Order 430-1) will be retained electronically for three (3) calendar years.

## **Section 25: Grievances**

Except as provided below, an employee may grieve his/her rating pursuant to Article 13 of the Agreement. However, the contents of an employee's performance plan or the non-issuance of an employee performance award are not grievable. Other than the exceptions above, nothing in this Agreement constitutes a waiver by either Party of its right to grieve under Article 13, terms and provisions of Article 31.

## **Article 29**

### **Merit Staffing and Promotion**

#### **Section 1: Coverage**

This article sets forth the procedures for all bargaining unit employees covered by this collective bargaining agreement as it relates to the procedures on staffing, placement and appointments to AOC positions.

#### **Section 2: Staffing Plan**

All positions within this bargaining unit will be filled in accordance with the AOC's Career Staffing Plan Human Resources Manual Chapter 335 (effective date February 21, 2012). Where there may be inconsistencies this Article will supersede AOC policy.

(a) Amendments or other changes to the Staffing Plan, Human Resources Manual Chapter 335 that may impact this Article during the term of this agreement must be agreed to by the parties.

(b) If an agreement is not reached or the Union does not choose to enter into any bargaining this Article will supersede any changes made to the Staffing Plan.

#### **Section 3: Filling of Positions**

The AOC retains all rights as related to the filling of positions which are in compliance with all laws, rules, and/or regulations.

#### **Section 4: Exclusions**

The following positions are excluded from the competitive process provided for by this Article:

- (a) All positions filled through patronage appointments;
- (b) WAE positions paid using the Davis-Bacon Act rates;
- (c) Non-bargaining unit positions or other positions within another bargaining unit not covered by this Collective Bargaining Agreement; and
- (d) Any position excluded by any law, rule, and/or regulation or other higher authority.

## **Section 5: Exceptions to Filling Vacancies Competitively**

- (a) A promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to the issuance of a new classification standard or the correction of an initial classification error;
- (b) Transfer, reassignment or other change in a position in accordance with RIF regulations;
- (c) Promotion resulting from an employee's position being classified at a higher grade because of accretion of duties;
- (d) Career promotions when competition was held at an earlier date (e.g. apprentice, trainee, understudy, developmental, or career ladder positions);
- (e) Temporary promotions of 120 days or less;
- (f) Details of 120 days or less to a higher graded position or to positions with known promotion potential or details to a position at the same grade;
- (g) Re-promotion of an employee who was demoted without personal cause and not at his/her request;
- (h) Promotion of an employee, which because of pay setting policies, results in a technical promotion only;
- (i) Reassignment, or other change in position, to a position with no known higher promotion potential than that which the reassignment (or other action) is being made with suitable determination being provided;
- (j) An action taken as a remedy for failure to receive proper consideration in a competitive promotion, i.e., settlement of a grievance or other complaint;
- (k) The return of a supervisor to a bargaining unit position at the grade from which he/she left the bargaining unit.

## **Section 6: Vacancy Announcements**

- (a) When a vacancy is advertised, it will be posted in a paper format on an official bulletin board, and electronically via email or other electronic medium for a minimum of twelve (12) workdays.
- (b) Open and continuous announcements or announcements to establish registers for filling anticipated vacancies will be advertised for at least thirty (30) days using the same medium as 6(a).

(c) Cancellation of announcements will be publicized in the same manner as announcements.

## **Section 7: Contents of the Vacancy Announcements**

- (a) Announcement number, if used;
- (b) The opening and closing dates;
- (c) The title, series, grade, or pay level of the vacancy;
- (d) Type of appointment or nature of position, e.g., full time, permanent, temporary, etc.
- (e) Organizational and geographic location of the position;
- (f) Minimum qualification requirements and any special requirements;
- (g) Area of consideration, if other than concurrent;
- (h) An equal employment opportunity, nondiscrimination statement;
- (i) Identification of the KSAs and any selective factors to be used in the evaluation process;
- (j) Statement of known promotion potential, if any;
- (k) A summary of the duties;
- (l) Where and how to apply;
- (m) Whether the job is in the bargaining unit;
- (n) Number of vacancies;
- (o) Career ladder promotion plan, if any;
- (p) Physical requirements, (if appropriate);
- (q) Work Schedule, shift (if applicable);
- (r) Name, telephone number, and email address of a contact person;
- (s) Veterans preference, if applicable;
- (t) Statement on reasonable accommodation for applicants.



## **Section 8: Acceptance of Applications**

(a) Properly completed applications will be accepted from all eligible candidates provided they are received on or before the close of business on the closing date at the location designated in the vacancy announcement.

(b) Employees, including those who expect to be absent on authorized leave or temporary duty may authorize another employee to submit applications on their behalf for announced vacancies, provided such applications are signed by the applicant.

## **Section 9: Evaluation of Applications**

(a) Applicants who are eligible to respond to a vacancy announcement and submit the required information will be evaluated by the HCMD, Employment and Classification Branch to determine if the applicant meets the minimum qualifications required to satisfactorily perform the duties and responsibilities of the vacant position. Applicants who have not yet satisfied the time in grade requirements may be considered provided they meet the requirements within 45 days of the closing date of the announcement.

(b) Special qualifications requirements may be used when they are determined by the Employer to be essential to the successful performance of the position being filled. If special qualifications requirements are used, they will be listed in the vacancy announcement.

## **Section 10: Interviews**

(a) Subject to the Employer's discretion, it is the policy of the Employer to conduct interviews for candidates for merit promotion. If interviews are conducted by the selecting official, all candidates on the certificate of eligibles must be interviewed, unless they are not reasonably available.

(b) The selecting official may determine whether additional persons are necessary to participate in the interview.

## **Section 11: Reissuance of Vacancy Announcements**

(a) Subject to law rule and/or regulation this Agreement, selecting officials are entitled to select any candidate listed on the certificate of eligibles or to non-select all candidates. If the selecting official non-selects all candidates, the HCMD, Employment and Classification Branch can continue to recruit from another authorized source or may utilize merit promotion procedures by continuing to announce the vacancy and expanding the area of consideration, where applicable.

(b) In any case, failure to select from the certificate of eligibles within 30 days of its issuance voids the certificate and requires the reissuance of the vacancy

announcement, unless an extension is approved by the HCMD, Employment and Classification Branch.

### **Section 12: Notification to Applicants**

(a) Upon request of the Employee, HCMD, Employment and Classification Branch will notify an applicant that his/her application for a vacancy has been received.

(b) Upon request by the Employee, HCMD, Employment and Classification Branch will notify applicants who did not meet the minimum qualifications for a vacancy.

(c) Upon request by the Employee, HCMD, Employment and Classification Branch shall notify applicants if they are on the certificate of eligible candidates.

(d) The HCMD shall notify the selectee after a final decision has been made on selection to fill the position announced.

### **Section 13: Effective Dates of Promotions**

(a) Employees selected for promotion must be promoted no later than the beginning of the second pay period after their notification, but not later than 30 days after notification. Promotions are normally effective at the beginning of a pay period.

(b) If an employee is nearing the end of a waiting period for a WGI, consideration should be given to effecting the promotion at the beginning of a pay period on or after the effective date of the WGI if such action benefits the employee and would not delay the promotion for more than 30 days.

### **Section 14: Resolution of Qualifications and Rating Determinations**

(a) For all vacancy announcements covered by this Article, the applications of all candidates shall be evaluated by the HCMD, Employment and Classification Branch for basic qualifications to determine whether the announced minimum requirements are met.

(b) Within 5 days following receipt of information concerning a negative qualifications determination by the HCMD, Employment and Classification Branch, an employee may file a written request with the HCMD, Employment and Classification Branch to have his/her determination reviewed. The employee must substantiate any claims by stating the reasons by which he/she should have been qualified for the vacancy.

(c) In either case, the HCMD, Employment and Classification Branch will review the employee's qualifications or rating determinations and respond within 5 workdays from receipt of the employee's submission.

## **Section 15: Grievances**

- (a) Grievances arising over the interpretation or application of the provisions of this Article shall be processed at Step 2 of the negotiated grievance procedure (Article 13).
- (b) Non-selection from a correctly constructed list is not grievable. To be grievable, a grievance must show that a procedural or substantial error was committed in violation of the provisions of this Article and/or applicable AOC regulations on career staffing (Article 13).
- (c) If, as a result of a grievance being filed, either the Employer or an arbitrator decides that an employee was improperly excluded from the promotion certificate, he/she will be given Priority Consideration for the same position for which he/she was not selected. The selecting official will give this employee serious and due consideration for selection to the next like vacancy. This is a one-time consideration.
- (d) If an employee, as result of filing a grievance, is deemed to have met the minimum qualifications for a particular vacancy, that employee may apply and will be marked qualified for another similar vacancy.
- (e) The selection process will not be delayed pending completion of any review of negative qualifications or rating determinations or the resolution of a grievance.

## **Article 30**

### **Within-Grade Increase**

#### **Section 1: General**

Employees will earn a within-grade increase (WIGI) if they shall:

- (a) Have a summary rating of Fully Successful or Acceptance Level of Competence (ALOC) for their most recent rating of record;
- (b) Have completed the waiting period required by applicable laws and regulation; and
- (c) Have not received an equivalent increase during the required waiting period.

#### **Section 2: Delay of WIGI**

(a) An ALOC determination will be delayed if an employee has not had the minimum period of time demonstrating his/her ALOC because he/she:

- (1) Was not informed of the specific requirements for performance at an ALOC;
- (2) Was not given a performance rating in any position within the minimum period of time before the end of the waiting period, or
- (3) Has been reduced in grade as a result unacceptable performance.

(b) When an ALOC determination is delayed, the employee must be informed that his/her determination is postponed and the appraisal period extended. He/she must be told of the specific requirements for performance to meet an ALOC. An ALOC determination must then be made based on the employee's rating of record completed at the end of the extended appraisal period.

(c) If, following the delay, the employee's performance is determined to beat an ALOC, the WIGI will be granted retroactively to the beginning of the pay period following completion of the applicable waiting period.

#### **Section 3: Notice of Denial of WIGI**

When the agency determines that an employee is not performing at an ALOC and that a WIGI should be withheld, the employee is entitled to prompt written notice of that determination and an opportunity for reconsideration. The notice should include the following information:

- (a) That the employee is not performing at an acceptable level of competence;
- (b) The work objectives for which the employee's performance is deficient; and

(c) Informing the employee that he/she may respond in writing in order to request reconsideration of the denial from a higher level supervisor in the agency who took no part in the denial. The request must be submitted within fifteen (15) days after receipt of the determination

#### **Section 4: Reconsideration**

If an employee requests reconsideration of a negative determination the agency shall ensure that:

- (a) The employee has the opportunity to contest, in writing, the basis of the determination;
- (b) The employee has a copy of all pertinent documents concerning the supervisory appraisals of his/her performance;
- (c) The employee and his/her representative are free from unlawful discrimination and reprisal for their work and submitting the request for reconsideration; and
- (d) An agency decision will be provided promptly, in writing.

#### **Section 5: New Rating of Record**

After a WIGI has been withheld, the agency will prepare a new rating of record and grant the WIGI when the performance reaches the Fully Successful Level.

#### **Section 6: New Determinations**

The Agency must make a new WIGI determination no more than 52 weeks following the original eligibility date. For as long as the WIGI continues to be denied, determinations must be made no longer than each 52nd calendar week.

#### **Section 7: Appeal Process**

If a request for reconsideration is denied, the employee must be informed in writing of the reasons for the decision and of his/her right to appeal rights.

## **ARTICLE 31**

### **Probationary and Temporary Employees**

#### **Section 1: Coverage**

Probationary and temporary employees shall be covered by the terms of this Agreement except where otherwise excluded by applicable law.

#### **Section 2: Copy of Official Position Description**

Temporary and probationary employees will be provided a copy of their official position description and shall be provided with specific written information regarding conditions, if any, of their probationary or temporary employment within 30 days of their entrance to duty.

#### **Section 3: Non-Renewals or Terminations**

Non-renewals or terminations of temporary appointments may not be grieved.

#### **Section 4: Probation Period**

(a) The probationary period for Government Scale (GS) and Wage Grade (WG) employees shall be one (1) year from their appointment.

(b) One purpose of the probationary period is to allow employees a reasonable and fair opportunity to succeed during the probationary period. Accordingly, no later than three (3) months after employment, management will evaluate the performance of probationary employees at least once during this period and counsel them concerning performance deficiencies, if any, in writing.

#### **Section 5: Notice of Non-Renewal**

When appropriate, a probationary employee will be given fifteen (15) calendar day notice if their employment will not be renewed. A probationary employee may not grieve his/her separation for cause under the negotiated grievance procedure.

## **Article 32**

### **Reduction in Force**

#### **Section 1: Reduction in Force**

The parties agree that the AOC will issue a new Reduction in Force (RIF) policy (regulation) that supersedes the March 1, 1995 AOC Personnel Manual Chapter 351 on RIF. Upon issuance of this policy (regulation), the AOC agrees to negotiate the impact and appropriate arrangements pursuant to Article 4 of this Agreement.

## **ARTICLE 33**

### **Employee Assistance Program**

#### **Section 1: Overview**

(a) The Parties recognize that alcoholism, drug abuse, and emotional disorders are illnesses that can interfere with job performance.

(b) It is the Employer's policy to encourage and to facilitate employees' efforts to seek voluntarily assistance for such problems through the Employer's Employee Assistance Program (EAP).

(c) The Employee Assistance Program and those policies relating to the EAP shall remain in full force and effect and shall govern unless otherwise amended by the provisions in this Article.

#### **Section 2: Supervisors**

Supervisors are encouraged to contact the Employee Assistance Office as soon as they have sufficient reason to believe that a work-related problem exists with an employee that is due to personal, emotional, drug or alcohol related problems.

#### **Section 3: Contact and Referral**

The Employer will give due consideration for the need for continuity of contact and referral services.

#### **Section 4: Employee Responsibilities**

Employees who accept counseling services will be subject to the provisions of the AOC EAP policy. An employee who accepts treatment and/or counseling after referral will be given a reasonable opportunity to demonstrate satisfactory performance. Reasonable opportunity will be determined by the employee's supervisor in conjunction with other appropriate management officials who are familiar with the employee's situation and performance deficiencies.

#### **Section 5: Grievances**

Any determinations by management regarding employee requests for leave (annual, sick or LWOP) or for limited duty, part-time schedules and/or re-assignments in connection with an employee's medical/behavioral problems are not grievable.



## **Section 6: Confidentiality**

The confidential nature of employee records will be safeguarded and all participants in the EAP can be assured of confidentiality in accordance with applicable laws, rules, and regulations. No information pertaining to the EAP services will be retained in the employee's eOPF.

## **Article 34**

### **Time Clocks**

#### **Section 1: Time Clocks**

(a) During the term of this Agreement the AOC may have time clocks in the following Jurisdictions to be used by employees covered by this agreement:

- (1) Senate
- (2) House
- (3) Capitol
- (4) Botanic Garden
- (5) Library of Congress Grounds

(b) If time clocks are used by a Jurisdiction:

- (1) Employees will be allowed no more than a seven point five (7.5) minute grace period to clock in before or after their assigned regularly scheduled start time unless approved by their immediate supervisor.
- (2) Employees will be designated to clock in at a specific time clock locations identified by Management.
- (3) The designated time clock is the official time recordation for all time related issues.

## **Article 35**

### **Incentive Awards**

#### **Section 1: Incentive Awards**

The Union and the AOC agree that AOC Order 451-1 dated March 6, 2009 is hereby incorporated by reference into this Agreement.

## **Article 36 Family Medical Leave Act (FMLA)**

### **Section 1: Coverage**

Employees who are covered by this Agreement and management will adhere to the rights and protections afforded under the Family Medical Leave Act (FMLA) as applied by Section 202 of the Congressional Accountability Act, and the Architect of the Capitol (AOC) Family and Medical Leave Act Policy (HRM Chapter 630-2).

### **Section 2: Review of Policy**

Employees are encouraged to review HRM Order 630-2 Family and Medical Leave Act Policy as well as this article to understand all of the FMLA requirements.

### **Section 3: Job-Protection**

It is understood by the parties that FMLA establishes job protection for employees for specific family and medical reasons by the use of leave. However, FMLA is not primarily a leave policy, and should not be considered such.

### **Section 4: Entitlements**

FMLA entitles eligible employees to take annual, sick, or leave without pay after conferring with their immediate supervisor, and/or the jurisdiction point of contact to determine the appropriate leave to use.

### **Section 5: Continuation of Health Benefits**

FMLA also allows a qualified employee with specified family and/or medical reasons to continue their health insurance benefits during their time away from their employment.

### **Section 6: Eligibility**

To be considered eligible an employee must have worked as an employee of the AOC:

(a) A minimum of twelve (12) months. The twelve (12) months need not have been consecutive however the employee must have actually been working;

(b) Must have worked at least 1,250 hours during the twelve (12) month period preceding the start of the leave year.

**Section 7: An employee may take up to twelve (12) weeks of FMLA during a twelve (12) month calendar period for:**

- (a) The birth of a son or daughter or for the adoption or foster care, and to care for a newborn child.
- (b) Placement of a son or daughter, for adoption or foster care, and to care for a newly placed child.
- (c) Care for a spouse, son, daughter, or parent with a serious health condition.
- (d) A serious health condition of the employee that makes the employee unable to perform the essential functions of their job, or
- (e) Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- (f) Spouse: Refers to both a same and opposite-sex person who is a husband or wife.
- (g) An employee's entitlement to leave related to the birth, adoption, or placement of a son or daughter expires one year after the child's birth, adoption, or placement.
- (h) Additionally, spouses who are eligible for FMLA leave and are both employed by the AOC may be limited to a combined total of twelve (12) weeks of leave if the leave is taken for the birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.

**Section 8: Situations not covered by FMLA**

- (a) FMLA does not apply to medical situations that are not regarded as serious health conditions or that involve care for a person other than the family members listed in the policy.
- (b) Short-term or minor health conditions for which treatment and recovery are considered brief and can be covered by normal sick and annual leave procedures.
- (c) Voluntary or cosmetic treatments that are not medically necessary are generally excluded from coverage unless inpatient hospital care is required.
- (d) Even in cases where treatment may not be voluntary, the conditions can be regarded as a serious condition for FMLA purposes only if it requires inpatient care of continuing treatment by a health care provider.

## **Section 9: Continuation of Benefits**

- (a) While an employee is on approved FMLA leave, the AOC will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work.
- (b) The employee is responsible for ensuring that the employee's portion of the health insurance premium is paid if applicable.
- (c) If the employee should not return to work after the expiration of the leave they may be required to reimburse the AOC for payments of health insurance premiums made during the employee's absence.

## **Section 10: Requesting FMLA**

- (a) An employee must request FMLA on a Form 71 presented to the employee's supervisor or to the Jurisdiction FMLA point of contact, or via WebTA.
- (b) For FMLA requests involving medical and family care leave, the request should be accompanied, to the extent possible, by Form WH-380-E, Department of Labor's Certification of Health Care Provider for Employee's Serious Health Condition, or Form WH-380-F, Certification of Health Care Provider for Family Member's Serious Health Condition, and provided no later than 15 calendar days from the date of the request. For requests involving military family leave and military caregivers, Forms WH-384, WH-385, and WH-385V should be used, as appropriate. These forms may be obtained from the jurisdiction POC, from the Human Capital Management Division Point of Contact (HCMD) POC, on AOCLink, or on the Department of Labor's website.
- (c) An employee's family member or a designated spokesperson may make a request for family and medical leave on behalf of the employee if the employee is medically incapacitated to do so. The appropriate medical documentation must accompany the request.
- (d) All FMLA requests must fully explain the reasons for the leave to allow the AOC to determine whether the leave is FMLA-qualifying. If an employee refuses or fails to provide reasons for requesting FMLA leave or refuses or fails to provide a certification, the jurisdiction point of contact (POC) may deny leave, without consultation with the HCMD POC, until such information is provided.
- (e) When the employee's need for leave is foreseeable, the employee must give at least 30 days advance notice before the leave is to begin or give notice as soon as practicable. If notice of less than 30 days is provided for foreseeable leave, the AOC may require the employee to provide an explanation of the reasons for the delay. In addition, when foreseeable leave is planned for medical treatment, an employee should make a reasonable effort to schedule the treatment to avoid unduly disrupting work operations.

(f) When the need for leave is not foreseeable, an employee must give notice as soon as practicable. Unless there are extenuating circumstances, “as soon as practicable” generally means the same day the employee learns of the need for leave or on the next workday.

## **Section 11: Certification and Documentation**

(a) If leave is requested for the serious health condition of an employee or an employee’s spouse, son, daughter or parent, the AOC requires a timely medical certification from the employee’s or family member’s health care provider. The AOC may require examination(s) by a physician or physicians of its choice and at its expense to confirm the necessity for the leave for the employee’s own serious health condition, as well as its duration.

(b) If leave is requested to care for a covered service member with a serious illness or injury incurred in the line of duty, the AOC requires a timely medical certification from the covered service member’s authorized health care provider, invitational travel orders, or invitational travel authorizations.

(c) Employees requesting leave for a qualifying exigency must submit a certification of qualifying exigency along with supporting documentation.

(d) Depending on the type of leave requested, other documentation may be required, such as legal documentation for the adoption or foster care of a child or certification of active military orders for leave requested for a qualifying exigency.

(e) Where the employee’s need for leave due to the employee’s own serious health condition, or the serious health condition of the employee’s covered family member, lasts beyond a single calendar year, the employee must provide a new medical certification in each subsequent calendar year.

(f) The AOC is entitled to re-certification of the continued necessity of leave should it determine that such re-certification is necessary. Certifications (and re-certifications, if necessary) will be required for intermittent or reduced schedule leave, including FMLA requests related to chronic conditions, every six months. Certifications will be considered timely if received within 15 calendar days from the date of the request by the supervisor or jurisdiction POC.

(g) Failure to provide a certification could result in denial of the employee’s request for FMLA leave.

## **Section 12: Expiration of Leave and Return to Work**

(a) To facilitate the return to work, the AOC requires that employees provide two weeks advance notification of their intended return date. Failure to do so may delay the return date.

(b) The AOC may require employees taking FMLA leave for their own serious health condition to provide a fitness-for-duty certification from their health care provider.

(c) If it becomes known that the employee is not returning to work, i.e., employee submits notice of resignation or has been approved for disability retirement, the employee is no longer entitled to leave and the AOC's obligations to provide health benefits and to restore the employee to work cease at that point.

(d) Employees returning from FMLA leave will be reinstated to their former positions or to positions with equivalent pay, benefits, and other employment terms and conditions. Employees have no greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken the leave (e.g., if due to economic or other business conditions the employee would have lost his or her job regardless of whether the employee went on leave, the employee will not be entitled to reinstatement).

(e) If an employee is unable to return to work upon the expiration of his or her FMLA leave entitlement, the employee should contact the jurisdiction POC or the HCMD POC to discuss additional leave that may be available.

## **Section 13: Protection for Employees**

The AOC will not interfere with the FMLA rights of or discriminate against any eligible employee who exercises his or her FMLA rights.



## **Article 37**

### **Mid-Term Reopener**

#### **Section 1: Overview**

Because of the length of this Agreement, either party may notify the other of its intent to reopen specific Articles of this Agreement during its term.

#### **Section 2: Time Frame**

One year after the effective date of this Agreement either party may reopen up to three (3) Articles each and each year thereafter until the final year of the Agreement.

#### **Section 3: Written Notice**

The requesting party must give written notice to the other of its intent to reopen specified Articles of this Agreement three (3) months prior to the reopening date.

#### **Section 4: Receiving Party**

The receiving party will notify the requesting party no later than thirty (30) calendar days after receiving notice of the other party's request, whether they also will reopen up to three (3) Articles.

#### **Section 5: Agreements**

Once an Article is reopened, any agreement that is reached will remain in effect for the term of the Agreement and cannot be reopened for the term of the Agreement.

## **ARTICLE 38**

### **Effective Date, Duration, Renewal, and Amendments**

#### **Section 1: Effective Date**

(a) This Agreement shall become effective either thirty-one (31) days after execution by the Parties or upon agency head approval, whichever occurs first.

(b) Prior to the parties executing this Agreement the Union will submit the completed tentative Agreement to the Union membership for ratification as established by Union procedures. The ratification process will take no longer than thirty (30) calendar days after a tentative Agreement is reached.

(c) If the Union membership should not ratify the tentative Agreement the parties will negotiate over the specific Articles that were not ratified.

(d) If the Agreement is ratified by the Union membership the Agreement will be executed within five (5) workdays of the ratification and submitted for agency head review.

(e) If the tentative agreement is disapproved in whole or in part by the agency head the Parties will resume bargaining within five (5) workdays of the disapproval. During this time the Parties will continue to follow all legal and non-discretionary articles of the expired term agreement until any and all disapproved articles of the tentative Agreement are re-bargained and approved by the agency head.

(f) Pursuant to any negotiability appeal by the Union for any allegation of non-negotiability raised by the Chief Negotiator or Agency Head, and provided the issue of non-negotiability is overturned by the Office of Compliance, the Parties may reopen the disputed Articles.

#### **Section 2: Duration**

This Agreement will be in effect from its approval by the agency head and its execution by the Parties for five (5) years.

#### **Section 3: Renewal**

(a) Either Party of this Agreement, upon written notice, may request to negotiate a new term agreement prior to its termination.

(1) The requesting Party must submit their written request to renegotiate a new term agreement at least sixty (60) calendar days but not more than one-hundred and twenty (120) calendar days before the termination of this Agreement.

(b) If an Agreement is not reached prior to the termination date of the current Agreement and bargaining has or will start the terminated Agreement will remain in effect for all legal and non-discretionary articles until a new term Agreement is reached.

(c) If neither party should give notice to the other to negotiate a new term agreement pursuant to Section 3 (a)(1) this Agreement will remain in effect for all legal and non-discretionary Articles for one (1) year, and may be rolled-over each year thereafter or until either Party during the roll-over year submits a written request to bargain a new term Agreement at least sixty (60) calendar prior to the end of that year.

## Appendix 1

### AFSCME Local 626 Official Time Form

Name of Representative or Employee \_\_\_\_\_

#### Request to Use Official Time (Bargaining Unit Employees)

In order to use Official Time, please complete Part I of this form *in advance* and submit it to the supervisor for approval. You can estimate the amount of time needed. Your request will be approved, disapproved, or amended and returned to you. After using the Official Time, please complete Part II documenting the exact amount of duty time used and re-submit the revised form to your supervisor.

#### PART I

A. I request permission to use Official Time on (Date) \_\_\_\_\_

B. Please check a reason for the request. If checking (10) other, supply an explanation.

(1) \_\_\_\_\_ Meetings with Management concerning personnel policies, practices, or other conditions of employment or other matters that are covered in 5 USC 7114 (a)(2)(A).

(2) \_\_\_\_\_ Preparation for and meetings with the Office of Compliance (OOC) or participation on behalf of the Union in proceedings before the OOC.

(3) \_\_\_\_\_ Preparation for and meetings for the purpose of presenting replies to proposed disciplinary and adverse actions.

(4) \_\_\_\_\_ Preparation for and replies to notice of proposed disciplinary actions based on unacceptable performance.

(5) \_\_\_\_\_ Preparation for and meetings to present appeals in connection with statutory or regulatory appeal processes in which the Union is designated as the representative.

(6) \_\_\_\_\_ An examination of unit employees by a representative of the AOC in connection with an investigation, and the employee reasonably believes the investigation may result in a disciplinary action, and the employee requests Union representation.

(7) \_\_\_\_\_ Preparation for and grievance meetings and arbitration hearings.

(8) \_\_\_\_\_ Preparation for and participation in term and mid-term bargaining sessions.

(9) \_\_\_\_\_ Preparation for meetings and/or committees in which the Union is authorized as a member of the meeting or committee in their official capacity.

(10) \_\_\_\_\_ Other (Please provide an explanation below.)

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D. I estimate the amount of duty time I will need to use is \_\_\_\_\_  
\_\_\_\_\_ minutes/hours.

E.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

F. Request Granted \_\_\_\_\_

Request Denied \_\_\_\_\_ (If denied please state reason in "Remarks" below.)

G. Remarks (State reason for denial and offer alternative date and/or time.)

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H.

\_\_\_\_\_  
Signature of the supervisor, or designee

\_\_\_\_\_  
Date

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## PART II

**Exact Amount of Official Time Used (To be filled in by the representative/employee)**

I. The exact amount of duty time used on the above date was \_\_\_\_\_  
\_\_\_\_\_ minutes/hours.

J.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix 2 – Typical Penalties for Infractions

| <b>Infraction</b>                                                                                                                                                                                                                                                                                                                                               | <b>First Offense</b>   | <b>Second Offense</b> | <b>Subsequent Offenses</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|----------------------------|
| <b>Attendance</b>                                                                                                                                                                                                                                                                                                                                               |                        |                       |                            |
| Absence without leave (AWOL) / unauthorized absence from duty; or failure to follow established leave procedures.                                                                                                                                                                                                                                               | Reprimand              | Suspension            | Removal                    |
| <b>Attention to Duty</b>                                                                                                                                                                                                                                                                                                                                        |                        |                       |                            |
| Insubordination.                                                                                                                                                                                                                                                                                                                                                | Reprimand              | Suspension            | Removal                    |
| Sleeping on duty.                                                                                                                                                                                                                                                                                                                                               | Reprimand - Suspension | Suspension            | Removal                    |
| Delay in carrying out: orders, work assignments, and instruction of superiors. Failure to work on assignments.                                                                                                                                                                                                                                                  | Reprimand              | Suspension            | Suspension - Removal       |
| Failure to follow applicable rules, laws, regulations or policies in the performance of duties.                                                                                                                                                                                                                                                                 | Reprimand              | Suspension            | Removal                    |
| Failure to observe and/or enforce safety and health rules, regulations, and instructions, or to perform duties in a safe manner.                                                                                                                                                                                                                                | Reprimand - Suspension | Suspension            | Removal                    |
| Failure to report accident or injury when there is an obligation to make such report.                                                                                                                                                                                                                                                                           | Reprimand - Suspension | Suspension            | Removal                    |
| <b>Disruptive Behavior</b>                                                                                                                                                                                                                                                                                                                                      |                        |                       |                            |
| Unprofessional or discourteous conduct toward supervisors, co-workers, or the public. Angry outbursts, disrespectful comments, provoking quarrels, inappropriate remarks, use of abusive and/or foul language.                                                                                                                                                  | Reprimand              | Suspension            | Suspension - Removal       |
| Creating a disturbance.                                                                                                                                                                                                                                                                                                                                         | Reprimand              | Suspension            | Removal                    |
| Fighting, attempting to inflict, or inflicting bodily harm to another.                                                                                                                                                                                                                                                                                          | Suspension - Removal   | Removal               |                            |
| Endangering or threatening members of Congress, their staffs, members of the general public or employees of or under the administrative jurisdiction of the AOC.                                                                                                                                                                                                | Removal                |                       |                            |
| <b>Drugs and Alcohol - Intoxicants</b>                                                                                                                                                                                                                                                                                                                          |                        |                       |                            |
| Violation of Alcohol and/or Drug-free Workplace programs.                                                                                                                                                                                                                                                                                                       | Reprimand - Removal    | Suspension - Removal  | Removal                    |
| Unauthorized possession, sale or receipt of a controlled substance.                                                                                                                                                                                                                                                                                             | Removal                |                       |                            |
| Operating a government-owned or leased vehicle on or off duty, or a privately-owned vehicle, on duty, while under the influence of drugs and/or alcohol.                                                                                                                                                                                                        | Suspension - Removal   | Removal               |                            |
| Failure to submit to or interfering with an authorized drug or alcohol test.                                                                                                                                                                                                                                                                                    | Suspension - Removal   | Suspension - Removal  | Removal                    |
| <b>Fiscal Irregularities</b>                                                                                                                                                                                                                                                                                                                                    |                        |                       |                            |
| Failure, through negligence, to account properly for government funds.                                                                                                                                                                                                                                                                                          | Reprimand              | Suspension            | Removal                    |
| Misuse of Metro SmarTrip Card or violation of parking program policies.                                                                                                                                                                                                                                                                                         | Reprimand - Removal    | Suspension - Removal  | Suspension - Removal       |
| Submission of (or causing/allowing submission of) falsely stated time logs, leave forms, travel or purchase vouchers, payroll, loan or other fiscal documents.                                                                                                                                                                                                  | Reprimand - Removal    | Removal               |                            |
| Knowing and willful misappropriation of government funds or other funds which come into employee's possession by reason of his or her official position.                                                                                                                                                                                                        | Removal                |                       |                            |
| Knowing and willful misstatement of one or more claims (travel vouchers, imprest fund vouchers, time and attendance records, Department of Labor Office of Workers' Compensation forms, etc.) [Penalty depends on the value of the property or amount of employee time involved, the nature of the position held by the offending employee, and other factors.] | Reprimand - Removal    | Removal               |                            |
| Knowing and willful misstatement or omission of material facts, forms, unlawful concealment, removal, alteration, mutilation, or destruction of any official document, contract files, or records.                                                                                                                                                              | Reprimand - Removal    | Removal               |                            |

|                                                                                                                                                                                                                                                                                                                                                         |                        |                        |                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|----------------------|
| <b>Misuse of Property</b>                                                                                                                                                                                                                                                                                                                               |                        |                        |                      |
| Loss of, or damage to, government property                                                                                                                                                                                                                                                                                                              |                        |                        |                      |
| a. Through carelessness or negligence, or when property involved is of small value.                                                                                                                                                                                                                                                                     | Reprimand - Suspension | Suspension - Removal   | Removal              |
| b. Through maliciousness or intent, or when property involved is of significant value.                                                                                                                                                                                                                                                                  | Suspension - Removal   | Suspension - Removal   | Removal              |
| Using government property or AOC employees in a duty status for other than official purposes. [Penalty depends on the value of the property or amount of employee time involved, the nature of the position held by the offending employee, and other factors.]                                                                                         | Reprimand              | Suspension             | Removal              |
| Unauthorized use or removal of government property, funds, services, supplies, or materials, including use or permitting the improper use of government charge cards, or the property of other employees. [In arriving at the penalty, consideration should be given to the value of the property involved and whether voluntary restitution was made.] | Reprimand - Removal    | Removal                |                      |
| <b>Technology and Security</b>                                                                                                                                                                                                                                                                                                                          |                        |                        |                      |
| Misuse of the Internet in violation of AOC Internet and Email Policy, and other inappropriate use of the Internet, such as blogging during duty time for unofficial purposes.                                                                                                                                                                           | Reprimand - Removal    | Reprimand - Removal    | Suspension - Removal |
| Violating or ignoring security regulations and/or practices.                                                                                                                                                                                                                                                                                            | Removal                |                        |                      |
| Misuse of government communication systems and equipment for other than official purposes.                                                                                                                                                                                                                                                              | Reprimand - Suspension | Reprimand - Suspension | Suspension - Removal |
| Misuse of identification or investigative cards or credentials.                                                                                                                                                                                                                                                                                         | Suspension - Removal   | Suspension - Removal   | Removal              |
| <b>Theft</b>                                                                                                                                                                                                                                                                                                                                            |                        |                        |                      |
| Actual or attempted theft, unauthorized possession of government property or property of others.                                                                                                                                                                                                                                                        | Removal                |                        |                      |
| <b>Unethical Conduct</b>                                                                                                                                                                                                                                                                                                                                |                        |                        |                      |
| Prohibited personnel practice in any aspect of employment or application for employment.                                                                                                                                                                                                                                                                | Suspension - Removal   | Suspension - Removal   | Removal              |
| Violation of Standards of Conduct and Government Ethics policies.                                                                                                                                                                                                                                                                                       | Reprimand              | Suspension             | Removal              |
| Acceptance or solicitation of a bribe or agreeing to accept or solicit a bribe.                                                                                                                                                                                                                                                                         | Reprimand - Removal    | Suspension - Removal   | Removal              |
| Misrepresentation or providing false information on an application for employment or other personal history record by omission or by making false entry.                                                                                                                                                                                                | Suspension - Removal   | Suspension - Removal   | Removal              |
| Knowing and willful use of public office for private gain.                                                                                                                                                                                                                                                                                              | Removal                |                        |                      |
| Violations of ethics regulations, statutes applicable to federal employees and/or AOC policies.                                                                                                                                                                                                                                                         | Reprimand - Removal    | Suspension - Removal   | Removal              |
| Conducting personal affairs while in duty status.                                                                                                                                                                                                                                                                                                       | Reprimand - Suspension | Reprimand - Suspension | Suspension - Removal |
| Material and/or intentional falsification or alteration of a document.                                                                                                                                                                                                                                                                                  | Suspension - Removal   | Suspension - Removal   | Removal              |
| Participating in an unauthorized gambling activity on government premises or in a duty status.                                                                                                                                                                                                                                                          | Reprimand              | Reprimand - Suspension | Suspension - Removal |
| Operating, assisting, or promoting unauthorized gambling activity on government premises or in a duty status or while others are in a duty status.                                                                                                                                                                                                      | Suspension - Removal   | Suspension - Removal   | Removal              |

|                                                                                                                                                       |           |            |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|---------|
| <b>Contracting / Purchasing Irregularities</b>                                                                                                        |           |            |         |
| Negligent or willful mismanagement of a contract, or failure to administer provisions thereof, whether or not it results in a loss to the government. | Reprimand | Suspension | Removal |
| Negligent or willful failure to maintain contract files or contracts in accordance with applicable regulations.                                       | Reprimand | Suspension | Removal |

|                                                                                                                                                                                                                                                                       |                        |                      |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------|---------|
| Knowing and willful failure to secure adequate and required competition for contracts in accordance with applicable regulations.                                                                                                                                      | Reprimand              | Suspension           | Removal |
| Awarding of more than one contract/purchase order with the intent of avoiding limitations on contracting authority or the requirements of applicable regulations.                                                                                                     | Reprimand              | Suspension           | Removal |
| Negligent or willful:<br>a. Acceptance of incomplete services, supplies, or materials<br>b. Misrepresentation of contract inspections and certification for work not performed or services, supplies, or materials not received.                                      | Reprimand - Removal    | Removal              | Removal |
| Negligently or willfully preparing or issuing a contract for quantities which exceed reasonable requirements.                                                                                                                                                         | Suspension             | Removal              |         |
| Negligently preparing an inaccurate government estimate resulting in the acceptance of a given bid/price proposal from a contractor which thereby causes loss to the government.                                                                                      | Suspension             | Removal              |         |
| <b>Other</b>                                                                                                                                                                                                                                                          |                        |                      |         |
| Any reprisal or retaliatory action against an individual involved in an official complaint process, e.g., EEO or grievance.                                                                                                                                           | Suspension - Removal   | Suspension - Removal | Removal |
| Deliberate misrepresentation, concealment or withholding of a material fact or refusal to testify or cooperate in an official proceeding.                                                                                                                             | Reprimand - Removal    | Removal              |         |
| Refusing, interfering with, or failing to cooperate in an official investigation or inquiry.                                                                                                                                                                          | Reprimand - Suspension | Suspension - Removal | Removal |
| Refusal to provide information in connection with an authorized investigation, and to furnish a signed statement when required, except where such refusal is based upon grounds of self-incrimination in potential criminal prosecution or privileged communications. | Reprimand - Removal    | Suspension - Removal | Removal |
| Misconduct of a sexual nature that includes, but is not limited to, unwelcome sexual remarks, offensive jokes, offensive sexual banter, offensive gesture, unwelcome physical touching, unwanted sexual advances.                                                     | Suspension - Removal   | Suspension - Removal | Removal |
| Soliciting or making a contribution for a gift (as defined by AOC Standards of Conduct and Ethics) to an official superior.                                                                                                                                           | Reprimand              | Suspension           | Removal |
| Improper solicitation or acceptance of gifts, loans, gratuities, favors, etc., from persons, firms or corporations.                                                                                                                                                   | Reprimand              | Suspension           | Removal |
| Misconduct, whether or not in violation of a criminal statute, which impairs job performance or trustworthiness of the employee or otherwise affects the ability of AOC to perform its mission.                                                                       | Reprimand - Removal    | Removal              |         |
| Unprofessional relationships between supervisors and subordinates.                                                                                                                                                                                                    | Reprimand - Removal    | Suspension - Removal | Removal |



### Appendix 3

### Incident Report

Date of Incident\_\_\_\_\_ Date of this Report\_\_\_\_\_

Employee's Name\_\_\_\_\_

Employee's Position\_\_\_\_\_

- 
- ☐ Disappearing during duty hours
  - ☐ Failure to submit satisfactory documentation to support emergency use leave
  - ☐ Failure to submit satisfactory medical evidence
  - ☐ Failure to schedule annual leave in advance
  - ☐ Failure to contact management regarding absence
  - ☐ Fighting
  - ☐ Failure to follow the direct order of a supervisor
  - ☐ Sleeping during duty hours
  - ☐ Unauthorized access
  - ☐ Tardy (unexcused late arrival)
  - ☐ Unauthorized possession of government property
  - ☐ Threatening behavior
  - ☐ Impairment (from alcohol or drugs)
  - ☐ Inappropriate behavior
  - ☐ Conduct unbecoming
  - ☐ Other (Specify)

Details of the Incident: Specifically the underlying facts that relate to the incident; such as dates, times, places, and persons involved. That the incident was or was not discussed with the employee. (Use additional paper if necessary)

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\* an employee's signature only represents receipt of the Incident Report and does not constitute an admission of guilt. An employee has the right to request union representation in a discussion if the employee reasonably believes that it may result in disciplinary action. (5 USC 7114(a)(2)(B).

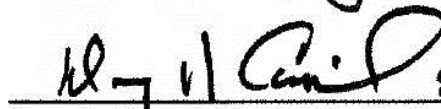
**Appendix 4**  
**Grievance Form**  
**AFSCME Local 626 and the Architect of the Capitol**

|                                                                                                                                                                                                                                                                                                                                                                         |                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Grievance must be date stamped at the bottom at each step of the grievance                                                                                                                                                                                                                                                                                              |                                                 |
| Step 1 Date<br>Filed _____                                                                                                                                                                                                                                                                                                                                              |                                                 |
| Step 2 Date<br>Filed _____                                                                                                                                                                                                                                                                                                                                              |                                                 |
| Step 3 Date<br>Filed _____                                                                                                                                                                                                                                                                                                                                              |                                                 |
| Employee Name                                                                                                                                                                                                                                                                                                                                                           | Contact Number                                  |
| Position Title                                                                                                                                                                                                                                                                                                                                                          | Grade                                           |
| Jurisdiction                                                                                                                                                                                                                                                                                                                                                            |                                                 |
| Representative Name                                                                                                                                                                                                                                                                                                                                                     | Contact Number                                  |
| Describe the nature of the grievance. Specifically the underlying facts that affects the grievant, including the Collective Bargaining Agreement, law, rule, and/or regulation that was violated. Include any names of witnesses, dates, times, and place if applicable. The specific remedy required to settle the grievance. (you may attach an additional paperwork) |                                                 |
| Grievant' s Signature<br>Date<br><br>_____                                                                                                                                                                                                                                                                                                                              | Representative's Signature<br>Date<br><br>_____ |
| Grievance File Number                                                                                                                                                                                                                                                                                                                                                   |                                                 |

Signed this 5<sup>th</sup> Day of August 2014, in Washington D.C.

  
Stephen T. Ayers, FAIA LEED AP Date  
Architect of the Capitol

  
Wallace E. Reed Jr. Date  
President AFSCME Local 626

  
Dan R. Cassil Date  
Deputy Chief Administrative Office

  
Fern O. Finley Date  
AFSCME Council 26 Representative

  
Michael Service Date  
Chief Negotiator

  
Dan Reap Date  
Vice-President AFSCME Local 626

**Management Participants:**

John C. Ward  
Associate General Counsel  
Donald S. Harris  
Associate General Counsel  
Matthew Washington  
House Office Buildings  
Robert Washington  
Senate Office Buildings  
Tonda Cave  
U.S. Botanic Gardens  
Theon Parker  
Library of Congress  
Herbert Francis  
Capitol Building  
Delano Reeves  
Senate Office Buildings  
Annie Anderson  
Employee Relations Branch

**Union Participants:**

Emily Milot Lamarche  
President, AFSCME Local 658  
Elsie Countiss  
Chief Steward AFSCME Local 626  
Catherine Reid  
Steward AFSCME Local 626  
Shaun Abell  
Steward Local 626

## **Article 32**

### **Reduction in Force and Furlough**

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

- (a) This Article establishes the Architect of the Capitol (AOC) policy and procedures for reductions in force (RIF) and emergency and administrative furloughs of AOC employees.
- (b) The provisions of this Article will govern in instances where AOC Order 351-1, Furlough and RIF policy, conflicts with this Article.

#### **Section 2. Policy**

- (a) The AOC is responsible for planning its work and organizing the work force to accomplish its mission and programs within available resources. However, circumstances may necessitate having to reduce its workforce and/or furlough employees. It is the policy of the AOC to implement emergency or administrative furloughs and/or RIF's in accordance with applicable statutes, regulations and negotiated agreements. Normally, reductions in force and administrative furloughs will be executed if their necessity cannot be reasonably addressed through other means, such as implementing hiring freezes, reducing personnel numbers by attrition or reducing or eliminating certain non-mandatory employee benefits and training.
- (b) The AOC is responsible for determining the categories within which positions are required, where they are to be located, and when they are to be filled, abolished, or vacated. This includes determining when there is a surplus of employees at a particular location in a particular line of work.
- (c) The AOC shall follow the provisions of this Article and applicable laws, rules, regulations, and policies when it 1) releases an employee from his or her position or reduces the employee's pay or grade by RIF or 2) furloughs an employee, if the reason for the RIF or furlough is because of operational requirements; lack of work; reorganization; lapse in appropriations; shortage of payroll funding; insufficient personnel ceiling; or any budget situation that necessitates a reduction in force.
- (d) To ensure equitable treatment of AOC employees in a RIF or Furlough, any action taken will be based upon the requirements of the AOC and the provisions outlined in this Article. In certain instances, the AOC may restrict the reduction of staff in a particular jurisdiction or organizational unit in accordance with the AOC's mission and operational requirements.
- (e) Further, furloughs or RIFs will be implemented without regard to race, color, sex, religion, age, national origin, sexual orientation, gender identity, genetic information and/or disability, and will not be used as a substitute for disciplinary or

performance based adverse actions against any AOC employee or to punish or disadvantage any employee.

- (f) Pursuant to Article 13 (Negotiated Grievance Procedure), employees are excluded from filing grievances with respect to RIFs.
- (g) With regard to administrative furloughs of 30 calendar days or less, a grievance may be filed if it can be shown the provisions of this Article regarding furloughs of 30 calendar days or less have not been followed. -
- (h) Employees retain all applicable complaint and statutory rights with regard to the misapplication of RIF or furlough procedures.

### **Section 3. Coverage**

- (a) This Article covers all AOC employees, except that RIF procedures and placements are not applicable to temporary employees or interns. Such employees may be separated from the AOC pursuant to the AOC's policies and procedures covering non-permanent employment.
- (b) Employees who have received a final decision notice of involuntary separation for misconduct or unacceptable performance or employees who have previously received any voluntary separation incentive payment from the Federal government under any authority are also not covered.

### **Section 4. Definitions**

- (a) Administrative Furlough: A planned furlough which is designed to absorb reductions necessitated by reduced funding, lack of work, or any budget situation other than a lapse in appropriations. Lapses in appropriations result in emergency furloughs as defined below.
- (b) Competitive Area: Consists of an organizational entity at the jurisdictional/office level in which employees compete.
- (c) Days: Calendar days unless stated otherwise.
- (d) Emergency Furlough: A furlough due to unforeseen circumstances beyond AOC's control or because of a lapse in appropriations which causes a shutdown of AOC activities and operations that are not excepted by law from the absence of funding.
- (e) Employee: For the purposes of this Article, a bargaining unit employee presently employed by the AOC.
- (f) Excepted employees: Excepted employees perform work to abate an imminent threat to life and property, or necessary to support Congress or the Supreme Court in the performance of their constitutional duties.

- (g) Furlough: An involuntary, agency-mandated placement of an employee in a temporary non-duty, non-pay status because of lack of work or funds, or other non-disciplinary reasons.
- (h) Length of Service: length of Federal service credit includes all creditable Federal civilian and military service.
- (i) Reduction in Force (RIF): The abolishment of one or more permanent positions resulting in the involuntary reassignment, change to lower grade or separation of employees from their positions.
- (j) Retention Register: Within each competitive area employees will be ranked according to their retention standing. Separate retention registers shall be established for each competitive area.
- (k) Retention Standing: A competing employee's standing on a retention register based on:
  - (1) Veteran's preference (Only positions covered by AOC's Veterans Preference in Employment Policy), AOC Order 335-1;
  - (2) Length of Federal service; and
  - (3) Employee performance ratings

In determining an employee's retention standing, an employee shall receive a credit of twelve (12) years of Federal service for each "Outstanding" rating received from the AOC over the past three (3) years. An employee shall receive a credit of four (4) years of Federal service for each "Fully Successful" rating received from the AOC over the past three (3) years. Therefore, the maximum amount that can be added to an employee's computation date would be thirty-six (36) years.

## **Section 5. Employee's Responsibilities**

- (a) Following the direction of their supervisor with regard to furlough and RIF procedures.
- (b) Providing their supervisor with current contact information in the event of a requirement to return to work from a furlough.
- (c) Not working on a volunteer or unpaid basis for the AOC or a Federal agency at any time during their furlough, including telework.

## **Section 6. Notice Requirements**

- (a) Notices to Impacted Employees regarding RIFs

(1) Written notice of not less than sixty (60) days prior to the effective date shall be issued to employees impacted by an administrative furlough or a RIF.

(2) Written notices to employees impacted by a RIF will include the following:

- (i) the specific action (i.e. separation, down grade, etc.) being taken as a function of the RIF;
- (ii) the reasons for the RIF;
- (iii) the approximate effective date of the RIF;
- (iv) the affected employee's competitive area;
- (v) the affected employee's service computation date;
- (vi) the affected employee's three (3) most recent ratings of record during the last four (4) years;
- (vii) the place where they may inspect the records pertaining to their placement or non-placement, including their retention register;
- (viii) if applicable, the reason(s) for retaining any lower-standing employee;
- (ix) if applicable, the employee's salary retention rights;
- (x) if applicable, the time frame in which they must accept or decline any placement offer;
- (xi) if applicable, where and how to apply for unemployment insurance;
- (xii) if applicable, information regarding re-employment rights and the continuation of any health and life insurance benefits after the employee's separation due to the RIF; and
- (xiii) when applicable, time limits for filing any grievances, appeals, or complaints under the terms of this Agreement, or pursuant to applicable statutory or regulatory procedures. The notice shall also stipulate where such grievances, appeals, or complaints should be filed.

(3) The notice requirements of section 3 of the Worker Adjustment and Retraining Notification Act (29 U.S.C. 2102), as made applicable by section 205 of the Congressional Accountability Act (2 U.S.C. §1315), and the terms of this Agreement will be followed where appropriate.

(b) Notices to Impacted Employees Regarding Furloughs

(1) Written notification to employees regarding an impending Emergency or Administrative Furlough, along with information regarding status, pay and benefits, will be provided in adherence to the notice provisions as outlined in Section 6 of this policy. A furlough notice must include the following:

- (i) A general statement of the reason for the furlough;
- (ii) If the furlough is an Administrative Furlough, the notice will state the maximum number of furlough days; and
- (iii) If, due to a lapse in appropriations, the furlough is an Emergency Furlough, all employees will be given as much

advance notice as possible and the notice will state that the number of furlough days may not be known in advance. If the number of furlough days becomes known after the onset of the furlough, the AOC will make reasonable efforts to communicate this information to furloughed employees. In any event, employees should call their jurisdictional hotline each day to obtain updated information about the AOC's operational status.

- (2) When some but not all employees within the same competitive area are being furloughed, the notice must also state the reason for selecting a particular employee, or group of employees, for furlough.

(c) Notices to the Union

- (1) Three (3) days prior to notifying affected bargaining unit employees of an administrative furlough or RIF, the AOC shall notify the Union, in writing, of management's intent to conduct an administrative furlough or RIF. The Union understands that such information is highly sensitive in nature and should remain confidential until the affected employees are provided formal notice.
- (2) Upon receipt of the notice, the Union may request a briefing with the AOC to discuss the impending administrative furlough or RIF.
- (3) The Union will be provided with copies of the notices given to each of the affected employees on the same day as the employees receive such notice.

## **Section 7. Procedures for RIF**

(a) General Provisions

- (1) The AOC will identify and determine job classification series and grades within their organizations to be considered for RIF based on operational requirements; lack of work; reorganization; lapse in appropriations; shortage of payroll funding; insufficient personnel ceiling; or any budget situation that necessitates a reduction in force. Once determined, the AOC will notify those applicable employees that their job classification series and grades are being considered for RIF and will provide those employees with a data verification form.
- (2) Except as otherwise provided for in this Article, the AOC shall establish the competitive areas and retention registers as defined in Section 4 of this Article.
- (3) Should the AOC decide to furlough employees rather than RIF them, the AOC shall do so in accordance with the provisions of Section 8 below.



(b) Data Verification

- (1) As described in Section 7(a)(1), once determined, the AOC will notify those applicable employees that their job classification series and grades are being considered for RIF and will provide those employees with a data verification form.
- (2) Data verification shall include the following:
  - (i) Veteran's preference (Only positions covered by AOC's Veterans Preference in Employment Policy), AOC Order 335-1;
  - (ii) Length of Federal service;
  - (iii) Employee performance ratings; and
  - (iv) Service computation date.
- (3) Employees will be given the opportunity to verify the accuracy of the data.
- (4) In the event of any discrepancies, the employee should indicate any discrepancies on the form; then sign, date, and return the form with any documentation supporting their assertion within fourteen (14) calendar days of receipt of the form. Approved leave days, not to exceed seven (7) days, shall be added on to the fourteen (14) calendar day deadline.
- (5) Should an employee not submit a data verification form, the AOC will presume the employee's data presented is accurate.
- (6) Failure to submit a data verification form will in no waive any of the employee's rights as provided for in this Agreement.

(c) Retention Standing

- (1) The factors delineated below shall be considered in the identification of affected employees:
  - (i) Veteran's Preference (Only positions covered by AOC's Veterans Preference in Employment Policy), AOC Order 335-1;
  - (ii) Length of Federal Service; and
  - (iii) Employee performance ratings.

In determining an employee's retention standing, an employee shall receive a credit of twelve (12) years of Federal service for each "Outstanding" rating received from the AOC over the past three (3) years. An employee shall receive a credit of four (4) years of Federal service for each "Fully Successful" rating received from the AOC over the past three (3) years. Therefore, the maximum amount that can be added to an employee's computation date would be thirty-six (36) years.

- (2) Veterans' preference. Veteran's preference will be applicable only for AOC veteran staff who are employed in restricted positions as outlined in AOC Order 335-1, Veterans' Preference in Employment.
- (3) Total Creditable Service. Within each job classification series and grade within a jurisdiction identified for a RIF, AOC will rank employees by their respective veteran's preference, length of Federal service, and performance ratings as described in Section 7(c)(1) of this Article. Jurisdiction employees with the highest ranking from these factors will be placed at the top of the list, and jurisdiction employees with the lowest ranking will be placed at the bottom of the list. Retention length of Federal service credit includes all creditable Federal civilian and military service.
- (4) Performance. Employees who have achieved Outstanding and Fully Successful summary ratings shall receive additional RIF service credit for performance based upon the employee's three most recent ratings of record received during the four-year period prior to the date the AOC either:
- (i) Issues specific RIF notices; or
  - (ii) Freezes ratings before issuing specific RIF notices.
- (5) Freezing Ratings. To provide time to properly determine employee retention standing prior to a RIF, a cutoff date shall be established by which performance ratings will be frozen. The cutoff date shall be communicated to impacted AOC jurisdictions and/offices, providing 60 days' notice before RIF notices are sent to employees in accordance with Section 6(a). Performance ratings completed after the cutoff date shall not be considered in determining employee retention.
- (6) Ratings of Record Used for RIF. To be creditable for RIF purposes, a rating of record may only be used if the ratings are on record. This means that the rating was:
- (i) Issued to the employee;
  - (ii) Submitted with all appropriate reviews and signatures; and
  - (iii) On record and available for use by HCMD (i.e., the rating of record is final and has been entered into AOC's personnel records system).
- (7) Amount of Additional Service Credit. In determining an employee's retention standing, an employee shall receive a credit of twelve (12) years of Federal service for each "Outstanding" rating received from the AOC over the past three (3) years. An employee shall receive a credit of four (4) years of Federal service for each "Fully Successful" rating received from the AOC over the past three (3) years. Therefore, the maximum amount that can be added to an employee's computation date would be thirty-six (36) years.
- (8) Order of Release of Employees from Retention Standing List. For purposes of this Article, employees being released from their positions shall be released in the inverse order of their retention standing. Each

jurisdiction/office head must select for release employees with the lowest retention standing on the retention standing list. A jurisdiction/office head may not release an employee from a retention standing list while retaining on that list an employee with a lower retention standing. When two (2) employees on the same retention standing list have identical service dates and are tied for release on the list, the tie will be broken via coin toss. If there is a tie between more than two (2) employees, retention standing shall be determined by drawing names.

(d) Vacant Positions

- (1) The AOC may pursue the goal of assigning staff affected by a RIF to a vacant position for which they are qualified. However, the AOC is not required to offer vacant positions, which they do not intend to fill, to employees affected by a RIF. If the AOC chooses to fill vacant positions pursuant to this section, the following steps will be followed in sequential order and no employees shall be reassigned or separated until all of the steps have been completed and applicable time frames in Section 6(a) have been met.

- (i) Step 1. Using Same Graded Vacant Positions

Consistent with the lead paragraph above, prior to the effective date of the RIF, place the affected employee in a vacant, non-temporary position in the same job series at the same grade in the same jurisdiction/office in which the employee is currently employed, or in a position for which the employee qualifies and which is at the same grade as his/her current position in the same jurisdiction in which the employee is currently employed. In accordance with this step (Step 1. Using Same Graded Vacant Positions), nothing shall preclude the placement of the employee into a vacant position for which they are qualified. In the event that multiple employees are deemed qualified for a vacancy, placement will be based on the factors delineated in Section 7(c)(1).

- (ii) Step 2. Using One Grade Lower Vacant Positions

If Step 1 is not successful, prior to the effective date of the RIF, and consistent with the lead paragraph above, place the employee in a vacant, non-temporary position in the same job series for which the employee qualifies in the same jurisdiction/office in which the employee is currently employed and which is one grade lower than the employee's current position. In accordance with this step (Step 2. Using One Grade Lower Vacant Positions), nothing shall preclude the placement of the employee into a vacant position for which they are qualified. In the event that multiple employees are deemed qualified for a vacancy, placement will be based on the factors delineated in Section 7(c)(1).

- (iii) Step 3. Using Other Vacant Positions Not Addressed Above  
If Steps 1 and 2 above are not successful, prior to the effective date of the RIF, and consistent with the lead paragraph above, place the employee in a vacant, non-temporary position for which the employee qualifies in the same jurisdiction/office in which the employee is currently employed and which is graded lower than the employee's current position. Temporary appointments may be considered for placement if there are no non-temporary, vacant positions available.
- (iv) Step 4. No Vacant Positions available for Placement  
Prior to the effective date of the RIF, if there are no vacant positions in the same jurisdiction/office in which to place the affected employee, the employee may, consistent with the lead paragraph above, be considered for placement in other jurisdictions at the discretion of the head of the jurisdiction in which the vacancy is located. In the event that multiple employees are deemed qualified for a vacancy, placement will be based on the factors delineated in Section 7(c)(1). Otherwise, the employee will be separated from the AOC after being given 60 days' advance notice as described in Section 6(a).

(e) Review of Records

Upon request, an affected bargaining unit employee and/or his or her representative shall have the right to review the retention register, which will include the summary ratings, SCDs, and Veteran's preferences for those employees on the register, upon which the notice of separation, reassignment, or demotion was based. This request should be submitted within fourteen (14) calendar days after the RIF notice.

(f) Acceptance and Refusal of Placement

Should the AOC offer a vacant position to an affected employee under the provisions of Section 7(d), the employee shall be given fourteen (14) days in which to accept or refuse any placement. Acceptance of a position made in accordance with procedures outlined above will conclude the AOC's obligation to the affected employee relative to the RIF unless after the placement a jurisdiction or office head determines that further workforce reductions are necessary. In these cases, a new 60-day specific RIF notice under Section 6 of this Article will be required to be issued to the displaced employee. Refusal of any placement offered in accordance with these procedures shall result in the separation of the employee.

(g) Re-employment List and Other Post-RIF Procedures

- (1) The AOC will establish and maintain a re-employment list for employees separated by RIF for a period of one (1) year after the date they are

separated from the AOC. The AOC will notify affected employees of their placement on the re-employment list and, upon request, will meet with those employees to explain their re-employment rights.

- (2) Should a position from which an employee was reassigned or removed because of a RIF become vacant within one (1) year after the date of reassignment or separation, and the AOC intends to fill that vacancy, then that employee will be placed in the position non-competitively, unless the employee has received an unsatisfactory performance rating for either their current or previous position.
- (3) Should a position from which an employee has been demoted or changed to a lower grade because of a RIF become vacant within one (1) year after the execution of a RIF, and the AOC intends to fill that position, that employee will be placed in the position non-competitively, unless the employee has received an unsatisfactory performance rating for either their current or previous position.
- (4) Should there be more than one employee qualified for re-employment or re-promotion through the procedures indicated in (b) and (c) above, the employee with the highest retention standing shall be selected.
- (5) The AOC will explain to all eligible affected employees the program for discontinued service retirement.

(h) Pay Retention Rights

Employees who have been demoted or changed to a lower grade because of a RIF and who have served for at least fifty-two (52) consecutive weeks at the higher grade shall be entitled to two (2) years of grade and pay retention. The two (2) year period will begin on the effective date of the demotion.

(i) Pending Disciplinary Actions and/or Performance-Based Actions

A pending disciplinary and/or performance-based action shall have no effect on the placement of an employee identified for RIF.

## **Section 8. Procedures for Emergency and Administrative Furloughs**

(a) General Provisions

- (1) As an alternative to a RIF action to address budget shortfalls and in accordance with all applicable laws, rules, regulations, and this Article, the AOC may implement an administrative furlough. Typically, such furloughs may not be authorized for more than one workday per month during any fiscal year. However, under unusual circumstances, a longer furlough period may be required in accordance with law. The AOC will use

administrative furloughs only when it intends to maintain employees in the same position the employee encumbered before the furlough.

- (2) RIF procedures outlined in Section 7 will be followed to separate or reassign an employee when furloughs of more than 30 continuous days, or more than 22 work days on a non-continuous basis, are determined necessary.
- (3) When some but not all employees at the same competitive area are being administratively furloughed, employees will be selected for furlough on the basis of reverse retention standing, as defined in Section 7(c) above. If a tie in retention standing arises between two (2) or more employees, it shall be broken via coin toss.
- (4) When some but not all employees at the same competitive area are being recalled from administrative furlough, they shall be recalled in order of their retention standing, as defined in Section 7(c) above. If a tie in retention standing arises between two (2) or more employees, it shall be broken via coin toss.
- (5) To the greatest extent possible, the AOC shall provide affected employees with information regarding unemployment compensation as well as those benefits listed in Sections 8(g), (h), and (i) below to which furloughed employees may be entitled.
- (6) The AOC shall take into consideration the furlough period's effect on an employee's performance.
- (7) Part-time employees will be furloughed in the same proportion as full time employees.
- (8) Barring any conflict of interest, employees may accept outside employment during their furlough days in accordance with AOC Order 38-1, Government Ethics.

(b) Administrative Furloughs

- (1) For Administrative Furloughs, the AOC will identify positions requiring the furlough of employees based on mission priorities or funding considerations (including the need to perform emergency work involving the safety of human life or protection of property), and other factors.
- (2) During an administrative furlough, employees normally will be furloughed on their regularly scheduled workday(s).

- (3) For Administrative Furloughs, to the extent it is possible, the AOC may permit employees to request the days on which they will be furloughed, subject to operational requirements.

(c) Emergency Furloughs

- (1) Emergency Furloughs due to unforeseen circumstances will be managed on a case-by-case basis depending on the nature and extent of the emergency. For Emergency Furloughs due to a lapse in appropriations, all AOC employees will be furloughed with the exception of employees who have been identified as "Excepted Employees." Employees in positions funded with other than annual appropriations may be excepted if they do not require the services, support or supervision of employees in positions funded with annual appropriations in order to work.
- (2) If the length of an Emergency Furlough is not pre-determined, employees will be notified of the recall from furlough as soon as practicable. In such instances, employees are expected to report to work the next regularly scheduled work day after notification. Should the employee not be able to report to work, they must request leave in accordance with applicable policies, procedures, practices, and this Agreement. Management will consider any mitigating factors when granting or denying such leave requests.

(d) Retroactive Pay

- (1) Any payment of wages or salary or other funds by the AOC must be made in accordance with the law. During a lapse in appropriations, the government has no funds (appropriations) to pay its employees. The exact details of retroactive payment (if any is authorized) will depend on the language of the subsequent appropriations legislation. Retroactive payment for furloughed employees is not guaranteed. If language allowing retroactive pay for furloughed employees is enacted, employees may receive their salary in a supplemental payroll action or at the next regular payroll cycle.
- (2) Employees who are required to report to duty during the furlough can expect to be paid for work performed during the lapse once Congress passes and the President signs a new appropriation or continuing resolution. Depending on the timing and duration of the appropriations lapse, it is possible that employees may receive only "partial pay" during the next regular payroll cycle after the latest appropriations law is enacted. Employees may receive their salary in a supplemental payroll action or at the next regular payroll cycle.

(e) Absence and Leave

- (1) Employees may not use any type of paid leave on their scheduled furlough days.
  - (2) Employees who are on Family Medical Leave during the furlough shall not have their furlough LWOP charged against their twelve (12) week entitlement to FMLA leave.
  - (3) If an employee is unable to use their scheduled “use or lose” annual leave due to furlough, and if they are unable to reschedule it during the rest of the year, upon the employee’s request and management’s approval the leave will be carried over into the next leave year, in accordance with applicable law, rule, regulation, and policy.
  - (4) Employees in continuation of pay (COP) status will remain in such status for the length of the furlough.
  - (5) When an emergency furlough is required, employees on approved annual or sick leave on the effective date of the furlough will have their leave canceled and will be permitted to remain absent from work for the duration of the furlough. Upon the furlough’s expiration, employees who were on approved leave that did not extend beyond the end of the furlough will be required to report back to duty. Employees who have had their annual leave canceled because of the furlough will be given every opportunity to reschedule that leave. Employees who were on scheduled leave at the beginning of the furlough will report back to work upon the furlough’s expiration. Should an employee not be able to report back to work, the employee must request leave in accordance with applicable policies, procedures, practices, and this Agreement.
- (f) Time-in-grade, Within-grade Increases and Probationary Periods as is related to Furloughs
- (1) Aggregate non-pay furlough status not to exceed thirty (30) calendar days shall be counted toward an employee’s time-in-grade during the employee’s employment with the AOC.
  - (2) If an affected employee is scheduled for a within grade or step increase during the furlough, the employee will have to wait for the increase to be processed. Additionally, there is no guarantee that a scheduled within grade or step increase may be processed retroactively upon return to normal AOC operations.
  - (3) Aggregate non-pay furlough status not to exceed thirty (30) calendar days will count toward the completion of an employee’s probationary period.
- (g) Retirement (FERS/CSRS) and Social Security (FICA) Benefits during a Furlough



(1) Coverage continues at no cost to the employee while in a non-pay (unpaid) status. When employees are in a non-pay status for only a portion of a pay period, their contributions are adjusted in proportion to their basic pay. If there are insufficient funds to withhold retirement contributions, the amount will be deducted upon return to work.

(2) A furlough up to thirty (30) calendar days does not impact an employee's service computation date and will not affect the length of service used to compute an employee's retirement benefits.

(h) Health (FEHB) Insurance during a Furlough

Enrollment continues for up to 365 days with no interruption in coverage. Unpaid premiums will be deducted automatically in addition to the regular biweekly premium for that pay period when funding resumes and the employee receives pay. If the employee does not have sufficient pay to cover the entire premium contribution, the employee needs to make special arrangements with HCMD.

(i) Life (FEGLI) Insurance during a Furlough

Coverage continues at no cost to the employee or agency for up to 12 months of furlough duration. The regular biweekly premium will be deducted automatically when funding resumes and the employee receives pay.

**Reduction in Force and Furlough  
Local 626 Article 32 and Local 658 Article 34**

**Agreement**

**between the Architect of the Capitol**

**and the American Federation of State, County, and Municipal Employees  
Council 26 Local 626 and Local 658**

**Signed this 21<sup>st</sup> Day of December 2016, in Washington D.C.**

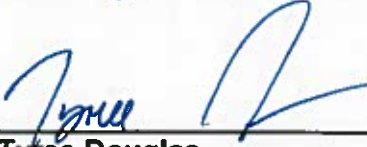
 12/21/16  
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**Jenna M. Carideo** Date  
Chief Negotiator  
Architect of the Capitol

 12.21.16  
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**Peter Inman** Date  
Chief Negotiator  
AFSCME Council 26

 12/21/16  
\_\_\_\_\_  
**Teresa Bailey** Date  
Chief Human Capital Officer

 12/21/16  
\_\_\_\_\_  
**Jeremy Blackman** Date  
Guide Representative/Steward  
AFSCME Council 26, Local 658

 12/22/16  
\_\_\_\_\_  
**Don Harris** Date  
Associate General Counsel

 12/21/16  
\_\_\_\_\_  
**Tyree Douglas** Date  
Laborer Representative/Steward  
AFSCME Council 26, Local 626

 12/21/2016  
\_\_\_\_\_  
**Michael Lewis** Date  
Deputy Superintendent  
Library Buildings and Grounds

 12/21/16  
\_\_\_\_\_  
**Ralph Hatcher** Date  
President  
AFSCME Council 26, Local 626

 12/21/16  
\_\_\_\_\_  
**Jenny Stephens** Date  
Administrative Officer  
U.S. Capitol Visitor Center

 12/21/16  
\_\_\_\_\_  
**Mark Turnbull** Date  
Secretary and Treasurer  
AFSCME Council 26, Local 658