MASTER COLLECTIVE BARGAINING AGREEMENT

U.S. Government Accountability Office

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GAO Employees Organization, IFPTE Local 1921

May 20, 2011

PREAMBLE

This Collective Bargaining Agreement (Agreement) is an agreement between the Government Accountability Office (GAO), hereinafter referred to as Agency, and the GAO Employees Organization, International Federation of Professional and Technical Engineers (IFPTE, Local 1921), hereinafter referred to as Union (collectively, the Parties), and applies to all bargaining unit employees (employees) represented by the Union. This Agreement sets forth the agreed upon working conditions, processes, and rights of the Parties.

To ensure an effective relationship, the Parties agree to these shared values:

a) The public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve performance and the efficient accomplishment of the operations of the government.

b) The Parties agree that it is in their best interests to work collaboratively to accomplish the Agency's mission. The Parties also agree that using a solutions based problem solving approach is in their interests.

c) The Parties agree that it is in their best interests to have an engaged, diverse, professional workforce with high morale, and that there is a commitment to valuing employees throughout their careers at GAO.

d) The Parties acknowledge that work-life balance is important to the success of the Agency and the well-being of employees.

e) The Parties will work together in good faith, governed by honesty, reason, and mutual respect.

Now, therefore, the Parties agree as follows:

ARTICLE 1
COVERAGE OF THE AGREEMENT

1.1 The Agreement covers the following described employees:

All permanent employees of the Government Accountability Office (GAO) assigned to a position currently covered by the Analyst Performance-Based Compensation System (PE) and whose designated level is Band I or Band II, including those designated as Band IIA and IIB and all probationary employees and employees in the Professional Development Program (PDP) who are in these bands and pay system.

The unit does not include confidential employees, employees in Security and Safety, or management officials, e.g., Band III employees and above.

1.2 The Parties acknowledge that the incumbents of certain positions at GAO may at various times be in the bargaining unit or out of the bargaining unit based on their current assigned duties. As an example, at the current time, full-time PDP Advisors are out of the bargaining unit during the time they serve as full-time PDP Advisors, but are back in the bargaining unit when they are not serving in this capacity.

ARTICLE 2
PRECEDENCE OF LAW

2.1 The GAO Personnel Act of 1980 requires that GAO's personnel management system shall provide:

a) A procedure that ensures that each officer and employee of the Government Accountability Office may form, join, or assist, or not form, join, or assist, an employee organization for the purpose of collective bargaining regarding conditions of employment freely and without fear of penalty or reprisal; and

b) For a labor-management relations program consistent with Chapter 71 of Title V of the United States Code (the Federal Service Labor-Management Relations Statute, hereinafter, "the Statute").

2.2 Laws and any implementing rules and regulations which establish working conditions, personnel policies, and practices which GAO is required to follow will be treated in the same manner as laws and government rules and regulations are treated under the Statute.

2.3 GAO orders which establish working conditions, personnel policies, and practices for purposes of collective bargaining shall be treated as agency regulations under the Statute.

2.4 It is the intent of the Parties hereto that there is no conflict between the terms of this Agreement and GAO Orders (Orders) or other GAO policies, procedures, rules or regulations affecting conditions of employment. If conflict is found to exist, this Agreement shall take precedence, to the extent permitted by law.

2.5 The Parties agree that this Agreement supersedes all other outstanding agreements and past practices except as otherwise agreed in this Agreement.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this Agreement, such right includes the right:

a) To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Agency or otherwise appropriate authorities; and

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

3.2 The Agency shall not interfere, restrain, coerce, or discriminate against any employee for the purpose of encouraging or discouraging membership in or representation by the Union.

3.3 Acting on behalf of the Union or exercising any rights under law or this contract will not cause any reflection on an employee's standing with the Agency or on his or her loyalty or desirability to the Agency.

3.4 Employees have the right to file a grievance on their own behalf under the provisions of the grievance procedure contained in this Agreement.

3.5 In circumstances when the Agency intends to meet with an employee for the purpose of discussing a "below meets" performance rating with an employee, the employee has the right to request a union representative.

3.6 Investigatory Examinations

In accordance with 5 U.S.C. 7114(a)(2)(B) of the Statute, an employee has the right to union representation at any examination of him or her by the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him or her and the employee requests union representation.

a) In circumstances where the Agency uses contract investigators to investigate possible misconduct, employees interviewed as part of this investigation will be informed of the right to union representation.

b) When the Agency has determined to take disciplinary action against an employee, the employee who is the subject of the investigation will be informed of the right to union representation.

c) In circumstances where the employee is to be informed by management of the right to a representative, as described in a) and b) above, the employee will be provided a copy of Appendix A - Right to Union Representation. This will fulfill the Agency's obligation to notify the employee. The Agency will

annually issue an electronic notice informing employees of their rights under 5 U.S.C. 7114(a)(2)(B).

d) The Union will make reasonable efforts to make a qualified representative available at an examination. If representation is requested but is not available, the meeting will be postponed for a reasonable period of time, but not more than two (2) workdays. Under exigent circumstances, the Agency need not wait to conduct the investigatory examination until the Union is able to provide a representative.

e) The Union's role as representative of an employee during an examination is to:

1) Assist the employee in clarifying the facts;

2) Suggest other individuals who have knowledge of the facts;

3) Surface other facts that may impact the final decision in the matter;

4) Take notes; and

5) Advise the employee.

f) To the maximum extent possible, all examinations of employees as described in this Article will be conducted in privacy.

g) At the time the employee is initially contacted to schedule such an interview as described in this Article, the employee will be provided with the general subject of the interview.

3.7 A copy of this Agreement will be placed on GAO's intranet on a link adjacent to the link to the Union home page and will be made available to all employees. An additional link will be placed where policies and guidance are maintained on GAO's intranet.

3.8 Employees have the right to review their personnel file, make copies of information in their file, and if appropriate, challenge the accuracy of the information in the file.

3.9 Employees have an obligation to be familiar with and comply with all laws, regulations, Orders, and policies that relate to their employment and conduct.

ARTICLE 4
UNION RIGHTS

4.1 The Union is the exclusive representative of the employees in the unit and is entitled to act for, and represent the interests of, all employees in the unit.

4.2 The Union shall have the right to present its views, either orally or in writing, to the Agency on any matters of concern regarding personnel policies and practices and matters affecting working conditions.

4.3 Formal Discussions

a) Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative, the Union shall be given the opportunity to be represented at (but generally not limited to an observer status) any grievance meeting or other formal discussion, including focus group meetings which meet the requirements for being a formal discussion. The Agency will provide the Union with reasonable advance notice of any formal discussion.

b) The Parties understand that in determining whether the foregoing right to be represented is applicable to any meeting, four (4) elements of the meeting must exist, namely:

1) A discussion must occur;

2) The discussion must be formal in nature;

3) The discussion must be between one (1) or more unit employees or their representatives and one (1) or more representatives of the Agency; and

4) The discussion must concern any grievance or any personnel policy or practice or other general conditions of employment.

c) A meeting concerning a grievance, even when initiated by an individual employee, is by definition a formal discussion. A meeting during the formal stage of the processing of an Equal Employment Opportunity (EEO) complaint is considered a formal discussion.

d) At those meetings where the Union is represented, the attendance of the union representatives will be acknowledged by the agency representative or official at the start of the meeting, if the union representative identifies himself or herself to the manager prior to the start of the meeting. During the formal discussion, union representatives may ask questions related to the meeting topic, state the Union's opinion on those topics, and agree or disagree with the Agency's views, consistent with the Agency's right to conduct its meeting in an orderly manner.

4.4 The Union has the right to request information, to the extent not prohibited by law:

a) Which is normally maintained by the Agency in the regular course of business;

b) Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

c) Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining.

4.5 The Union recognizes the need for the confidentiality of certain personal or sensitive information and will keep that information confidential.

4.6 The Agency will make reasonable efforts to provide to the Union a copy of written GAO initiated surveys of bargaining unit employees which concern matters affecting terms and conditions of employment. A survey is a formal or informal systematic request for information about personnel policies, practices, and conditions of employment. A copy of the survey will be provided to the Union prior to pre-testing or implementation of the survey in order for the Union to provide comments. Union comments will be provided in a reasonable period of time.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 Pursuant to 31 U.S.C. 732(e)(2), which requires GAO's labor management relations program to be consistent with 5 U.S.C. 7106, nothing in this Agreement shall affect the authority of any agency official:

a) To determine the mission, budget, organization, number of employees, and internal security practices of GAO; or

b) In accordance with applicable laws:

1) To hire, assign, direct, lay off, or retain employees in GAO or to suspend, remove, reduce in band or pay, or take other disciplinary action against such employees;

2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

3) 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

4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

5.2 Nothing in this Article shall preclude the Agency and the Union from negotiating:

1) At the election of the Agency, on the numbers, types, and bands of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

2) Procedures which management officials of the Agency will observe in exercising any authority under this Article; or

3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such agency officials.

ARTICLE 6
HOURS OF WORK & MAXIFLEX

6.1 The standard business hours of the Agency are from 6:00 a.m. to 7:00 p.m., Monday through Friday. Employees must schedule their basic work requirement during the standard business hours of 6:00 a.m. to 7:00 p.m., Monday through Friday. The core hours are 10:15 a.m. to 2:45 p.m., Monday through Friday. Generally, a full-time employee must work during core hours unless on approved leave or otherwise designated by their approved Maxiflex schedule.

The maximum number of non-overtime hours which an employee may include on the work schedule on any given day is ten (10) hours. Work hours must be accounted for in one (1) hour increments, subject to exceptions as required by law or regulation.

6.2 Limited exceptions to the standard business hours to permit employees to work their basic work requirement within the extended hours of 5:00 a.m. to 9:00 p.m., Monday through Friday, may be requested by employees of the Assistant Director or designee. Employees must submit their request as far in advance as practicable by e-mail with the reason for the request. This request will generally be approved or disapproved in advance by the Agency. If a response to the request is not received before the employee must begin the requested change in hours, the employee may work during the requested hours. Approval of exceptions will be based on business reasons, such as urgent work deadlines, communication across time zones, or urgent personal issues which may negatively affect the ability to complete an assignment during the regular work schedule. It is understood that in circumstances where employees have requested extended hours, the level of services at the particular office will not be the full services available during normal business hours.

6.3 Employees have the flexibility to establish their work schedules, subject to management approval, to best meet the needs of their jobs and the demands or desires of their personal life in accordance with 5 U.S.C., Chapter 61, Subchapter II, Flexible and Compressed Work Schedules.

6.4 Maxiflex is the form of alternative work scheduling (AWS) which permits employees to complete their biweekly work requirement in less than ten (10) working days, to vary the times of arrival and departure, and to vary the number of hours worked each day. All employees participate in the Maxiflex program.[1] Participation in a specific Maxiflex schedule requires management approval.

6.5 The basic work requirement is the number of hours (excluding overtime hours) employees are required to work or otherwise account for by approved leave, leave without pay (LWOP), compensatory time off, credit hours, excused absence, or holidays. Full-time Maxiflex participants have a basic work requirement of eighty (80) hours in a biweekly pay period. Part-time employees have, as a basic work requirement, an established number of hours, documented

[1] There are certain unusual longer-term temporary duty (TDY) assignments that may require a schedule or tour of duty other than a Maxiflex schedule.

on official personnel records, that they must work or account for by approved leave, LWOP, etc., within a biweekly pay period.

6.6 Credit hours are hours of work within the employee's work schedule which are in excess of his or her basic work requirement, and which the employee elects to work, with prior management approval, so as to vary the length of a workday or a workweek. Use of credit hours is a valuable tool for employees and managers to accomplish the Agency's work and meet the personal needs and desires of employees. The underlying assumption in approving employees' requests to work credit hours is that there is work to be performed. If work demands warrant earning credit hours, they will be approved. There are multiple ways to obtain management approval, including providing an e-mail in advance of a specific requested time for the use of credit hours by the employee, or developing a mutual understanding of the use of credit hours by employees at the beginning of or during an engagement, or during expectations setting. Any agreed upon understanding of the use of credit hours may be changed based on the needs of the employee or the Agency. The Agency may, in its sole discretion, approve credit hours retroactively.

6.7 Employees may earn credit hours in one (1) hour increments during the Agency's standard business hours of 6:00 a.m. to 7:00 p.m. or, by the exception described in Article 6.2, during the extended hours of 5:00 a.m. to 9:00 p.m. Credit hours cannot be earned on a holiday. Employees may use previously earned credit hours, subject to management approval, in the same manner as they use leave.

a) Upon separation from the Agency, unused credit hours are compensated at the employee's rate of basic pay at the time of separation.

b) A full-time employee may carry over a maximum of twenty-four (24) credit hours from one biweekly pay period to a subsequent pay period. Managers may not approve a work schedule that will result in an excess of a twenty-four (24) credit hour carryover from one biweekly pay period to a subsequent pay period.

c) A part-time employee may carry over a maximum of credit hours equal to one-quarter of their biweekly basic work requirement rounded up to the nearest full hour from one biweekly pay period to a subsequent pay period. Managers may not approve a work schedule that will result in an excess of this amount carried over from one biweekly pay period to a subsequent pay period.

6.8 The Agency's core hours enable it to ensure full coverage of the Agency's mission during appropriate service hours across all time zones. The Agency's core hours for full-time employees are 10:15 a.m. to 2:45 p.m. Employees have the right to vary their arrival and departure times without management approval by up to one (1) hour from their approved Maxiflex arrival and departure times. Employees may vary their arrival and departure times by an additional hour (up to a total of two (2) hours) with notification (e.g., phone, e-mail, or other means) to their manager.

However, employees can not vary their arrival and departure times:

a) To be outside the standard business hours of 6:00 a.m. to 7:00 p.m. (see also exception in Article 6.2); or

b) To interfere with core hours, unless otherwise designated by their approved Maxiflex schedule; or

c) If it would interfere with previously scheduled meetings.

6.9 Employees may request to deviate (with the exception of the flexibility provided to employees in Article 6.2) from their approved standard Maxiflex work schedule with prior approval from their manager either through oral or e-mail communication for the pay period. If a holiday falls on the employee's regularly scheduled day off, the employee may change their regularly scheduled day to another day in that pay period.

6.10 Under a Maxiflex work schedule and subject to prior management approval, eligible employees may work schedules such as 5/8, 5-4/9, or a 4/10 or other schedule as agreed upon by the manager. A Maxiflex schedule for a full-time employee may also include a work schedule of five (5) days and forty (40) hours each week.

a) The "5/8" plan allows employees to complete the pay period in ten (10) eight (8) hour days.

b) The "5-4/9" plan allows employees to complete the pay period in eight (8) nine (9) hour days and one (1) eight (8) hour day with one (1) non-workday each pay period.

c) The "4/10" plan allows employees to work ten (10) hours a day, forty (40) hours a week, with one (1) non-workday each week of the pay period.

6.11 The agreed upon schedule indicates the arrival and departure times and the number of hours the employee plans to work each day in the pay period. Employees, including employees in a development program, must complete a standard Maxiflex work schedule, GAO Form 461A or subsequently issued mechanism, to establish a standard work schedule, to request a permanent change, or when moving to another Mission Team, Staff Office, or Field Office. This form must be submitted for management approval. See Appendix B – Examples of Time Scheduling for Maxiflex.

6.12 The Agency may temporarily change an employee's approved work schedule or his or her regular day off for thirty (30) days or fewer because of mission, staffing or workload requirements. It is understood that should the mission, staffing, or workload requirements continue, the Agency may be required to extend for additional thirty (30) day periods the temporary change. The Agency will consider an employee's request for a hardship deferral of this change in schedule. Normally, the Agency will give the employee at least one (1) week notice of such a temporary change.

6.13 Except in the case of unforeseen circumstances, an employee working a 5-4/9 or 4/10 work schedule or other schedule where an employee has a regularly

scheduled day off will not be expected to forgo the regularly scheduled day(s) off. If management requires an employee to work on his or her regularly scheduled day(s) off and the day can not be rescheduled for another day(s) off within the pay period, the employee will be authorized overtime for eligible hours within the pay period.

6.14 The Agency may suspend or terminate an employee's approved work schedule if the Agency finds that:

a) The employee's continued participation is inconsistent with the requirements of this Article;

b) The employee's performance has declined (for example, where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but excluding insignificant fluctuations or declines in performance);

c) The employee fails to truthfully report time worked, or fails to comply with the requirements and provisions of this Article;

d) The employee has documented time or attendance issues; or

e) Adequate coverage for mission responsibilities is not available.

Normally, the Agency will give an employee fourteen (14) calendar days advance notice of a suspension or termination of the employee's approved work schedule.

6.15 The suspension or termination of an employee's approved work schedule pursuant to this Article is not a disciplinary action. The reasons for the suspension or termination will be provided in writing to the employee at the time notice is given. The manager and employee will discuss the new schedule. In the event that the employee wishes to contest the suspension or termination of his or her schedule, the employee has the right to meet with the manager (with their union representative if they choose to be represented by the Union) to discuss the reasons for the suspension or termination and to seek resolution where possible. An employee whose work schedule has been terminated or suspended may request at any time to have his or her prior work schedule reinstated.

6.16 A non-paid lunch period of forty-five (45) minutes is required each workday of eight (8) hours or more, and may not be used to shorten the workday. No employees will be required or expected to perform work during the non-paid lunch period. It should be understood that employees are entitled to take lunch during the core hours.

6.17 If a training session or conference is held outside an agency office location and is scheduled for less than eight (8) hours but is substantially a full day, the time allowable is up to eight (8) hours. If the training session or conference goes beyond eight (8) hours, the employee may charge time up to ten (10) hours per day, which may include credit hours. If employees begin and/or end their day at their work site performing work, the training/conference time plus the work time may total up to ten (10) hours within the 6:00 a.m. to 7:00 p.m. limitation. If the

training session, conference, or work goes beyond eight (8) hours and is required by the Agency see Article 7, Overtime and Compensatory Time. The exceptions provided for working extended hours found in Article 6.2 may also apply.

6.18 On days of combined travel and work, all work time plus travel time between 6:00 a.m. and 7:00 p.m. (based on the time zone where travel originated), up to a maximum of ten (10) hours, is allowable. The exceptions provided for working extended hours found in Article 6.2 may also apply. On travel-only days the maximum time allowed is ten (10) hours. Each employee in travel status is expected to account for at least an eight (8) hour day on non-travel scheduled workdays. The Agency may make adjustments to schedules for travel purposes in accordance with Article 6.9.

6.19 The Agency will make best efforts to announce to employees as soon as decisions are made on emergency closures. The announcement at a minimum will be made available to employees through the Agency's e-mail and voice mail, and the Agency's external Internet page.

ARTICLE 7
OVERTIME & COMPENSATORY TIME

7.1 The basic entitlement to overtime pay and compensatory time for employees is governed by law and regulations of the Office of Personnel Management (OPM).

7.2 Definitions

a) Compensatory time off means time off with pay in lieu of overtime pay for regularly scheduled, irregular, or occasional overtime work.

b) Fair Labor Standards Act (FLSA) exempt means an employee is not covered by the minimum wage and overtime provisions of the act.

c) FLSA non-exempt means an employee is covered by the minimum wage and overtime provisions of the act.

d) Administrative workweek means a period of seven (7) consecutive calendar days designated in advance by the Agency. Currently, the Agency's administrative workweek is Sunday through Saturday.

7.3 For exempt and non-exempt employees, when overtime is required on an assignment, overtime may be assigned by the Agency to employees determined by the Agency to be qualified and available to perform the work necessary to be completed. The employees required to work overtime will be notified in a timely manner.

7.4 Except where overtime must be worked by a specific employee or employees pursuant to the Agency's determination, the following procedures apply:

a) When overtime is required, the Agency first will determine which employees within the work unit where the assignment is to be completed are qualified and available to do the overtime assignment. The Agency, to the extent practicable, will seek volunteers from that group of employees.

b) The Agency will make selections for these assignments in a fair and equitable manner in accordance with this Article. To the maximum extent practicable consistent with mission, staffing and workload needs, the Agency will rotate these assignments among qualified employees.

c) In such circumstances where the Agency is requiring overtime, the Agency will complete and process GAO Form 535. Upon completion, the form will be provided to the employee who is performing overtime, to the employee's WebTA manager and WebTA contact.

7.5 Overtime for the purposes of this Article begins after an employee (with the exception of part-time employees) completes his or her regular workday on an approved work schedule (e.g., if the workday is ten (10) hours on a Maxiflex schedule, directed overtime begins after the completion of ten (10) hours of work). For part-time employees, overtime begins when the Agency requires the

employee to work in excess of eight (8) hours in a day, forty (40) hours in a week, or eighty (80) hours in a pay period.

7.6 If employees believe their work cannot be completed in their normal workday or workweek, they may request overtime in advance of the work being performed. Employees requesting overtime must use GAO Form 535.

7.7 Under time critical sensitive circumstances, an employee may request overtime by e-mail to their Team Managing Director or designee. The decision of the Team Managing Director or designee will be provided to the employee in a timely manner. The approval of any overtime granted by e-mail will be followed by GAO Form 535, to be completed by the employee.

7.8 If an employee's position is exempt and his or her annual salary exceeds the GS-10, step ten (10) rate in his or her locality, the employee must accept compensatory time for any required overtime work that is approved and performed within the same administrative workweek. The only exception to this policy is when overtime work will be required over an extended period of time, making the use of compensatory time impractical. In such circumstances, the Agency may decide to pay the employee for the overtime work. If overtime work is approved in a current administrative workweek but required to be performed in a subsequent administrative workweek, the employee has the option of being paid overtime or requesting compensatory time.

7.9 If the employee's position is exempt and the employee's salary is equal to or less than the GS-10, step ten (10) rate in his or her locality, the employee may choose overtime pay or compensatory time.

7.10 Compensation, including overtime and compensatory time in lieu of overtime pay, is subject to statutory and regulatory caps.

7.11 Employees who are covered by the FLSA (non-exempt) may elect to receive compensatory time in lieu of overtime pay.

7.12 When compensatory time off is granted, an employee receives one (1) hour of compensatory time for each hour of overtime work.

7.13 Under 5 CFR 550.114(d) the head of the agency has the sole and exclusive discretion to determine if compensatory time not used by an exempt employee by the end of the twenty-sixth pay period after the pay period in which it was earned is paid or forfeited. Should the head of the agency change his or her determination, the Agency will notify the Union and bargain over the change in accordance with law.

7.14 Overtime or compensatory time off in lieu of overtime must be authorized and approved in advance of the work being performed. Form 535 (Request for and Approval of Overtime or Holiday Work) must be approved and signed for any authorized overtime or compensatory time to be charged on the employee's time and attendance record (T&A). The signed Form 535 is provided to the employee's time and attendance contact.

7.15 When practicable, the Agency will seek to avoid overtime assignments that result in an employee working excessively long periods without a day off.

7.16 In determining whether to require an employee to work an overtime assignment, the Agency will consider, at the request of the employee, whether the overtime assignment will impair the health of the employee or cause hardship.

7.17 The Agency will maintain appropriate records regarding compensated overtime. On an annual basis, the Agency will provide the Union sanitized data on compensated overtime hours worked by bargaining unit employees, broken down by band, series, and Mission Team. Any information provided by the Agency and designated as confidential in nature based on fewer than ten (10) employees within a specific series in a Mission Team will only be shared among the union officers.

ARTICLE 8
LEAVE

8.1 The Agency and the Union support and encourage the use of leave to provide work-life balance, enhance productivity for employees and the Agency, and as a significant benefit in the event of injury, illness, or other unforeseen circumstances.

8.2 Any leave referred to in this Article may be requested in a minimum of one (1) hour increments. When leave is requested in conjunction with leave that may be taken in fifteen (15) minute increments due to law or regulation (e.g., FMLA or compensatory time for travel), leave may be taken in fractions of an hour.

8.3 Employees should request leave as far in advance as possible using the WebTA leave request form, or e-mail to the manager, or orally, or a combination of these methods. Approval of leave requests may also be granted orally, by e-mail, or through the WebTA leave request form. Employees are encouraged to enter the oral or e-mail request into WebTA using the WebTA leave request form. When leave cannot be requested in advance because of an emergency, illness, or unforeseen circumstance, an employee should contact his or her manager to request leave approval. The request should be made within a reasonable period of time, normally the first two (2) hours of an employee's workday.

8.4 Employees and managers shall, to the extent possible, plan for the use of annual leave throughout the entire year. An employee's request for annual leave shall normally be granted unless the approval would interfere with the significant work needs of the Agency. If a request for annual leave is denied, the Agency will provide the denial and reason(s) via the same method in which the request for leave was made and work to reschedule the leave as soon as practicable. In the event of denial of an oral request, the employee may request the reason for the denial in writing. Employees may request reconsideration of a denial of annual leave for reasons such as employee hardship.

8.5 When annual leave has been requested and approved, approval should not be canceled except in unusual situations in which the presence of the individual employee is required by the work needs of the Agency, and only after such need has been communicated to the employee. This is a situation that exists when work requirements are of such major importance as to prevent an employee from using annual leave that was scheduled and approved in advance.

In deciding whether to cancel any pre-approved leave, the Agency will consider possible alternatives and any personal reasons, including personal and financial hardships, presented by the employee. In these situations, the employee will be notified in writing as soon as possible in advance of the scheduled leave. Employees may request reconsideration of this agency decision.

8.6 If leave abuse is suspected, the employee shall be counseled concerning the perceived problem. If during the leave abuse discussion the employee reasonably fears discipline, the employee has a right to request a union

representative under the Statute. The Agency will consider this request in accordance with the requirements of law.

If an employee is to be placed on leave restriction, the employee will be notified in writing of the terms of the leave restriction (e.g., duration, type of leave, a description of the medical documentation required for subsequent use of sick leave). Whenever practicable, the leave restriction letter will be presented to the employee at a meeting. The employee can request union representation at this meeting. Employees may request a follow-up meeting, with union representation, if they so choose. The employee's leave usage will be reviewed every four (4) months, and a written review will be issued to the employee as to whether the leave restriction will be continued or terminated. If continued, the reasons will be provided to the employee. When the Agency determines that significant improvement has been made, the Agency will lift the restriction.

8.7 When an employee has a reasonable belief that there is a discrepancy or error in their accrued leave, the employee may request a leave audit. The employee will be provided the results of the leave audit.

8.8 Annual leave that is otherwise accruable but lost due to an administrative error (i.e., an incorrect computation of leave) over which an employee has no control will be restored by the Agency. If the administrative error is identified by the Agency, the correction and restoration will be processed automatically by the Agency. If the error is identified by the employee and brought to the attention of the Agency, the Agency will correct and restore the leave upon determination that there was an administrative error.

8.9 For restoration of forfeited annual leave due to exigencies of the public business or sickness of the employee, the Agency will follow the process in GAO Order 2630.1, Leave Policies and Procedures.

8.10 The Agency will grant accrued sick leave to an employee when the employee:

a) Receives medical, dental, or optical examination or treatment;

b) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth (Note: This does not include care for a healthy newborn);

c) Provides care for a family member who is incapacitated by a medical or mental condition; attends to a family member receiving medical, dental, or optical examination or treatment; or arranges for or attends the funeral of a family member (104 hour annual maximum for full-time employee);

d) Provides care for a family member with a serious health condition (480 hour annual maximum for full-time employee);

e) Would, as determined by health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or

f) Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities necessary to allow the adoption to proceed or be finalized.

8.11 For the purposes of sick leave, “family member” means an individual with any of the following relationships to the employee:

a) Spouse and parents thereof;

b) Sons and daughters and spouses thereof;

c) Parents and spouses thereof;

d) Brothers sisters and spouses thereof;

e) Grandparents and grandchildren and spouses thereof;

f) Domestic partner and parents thereof, including domestic partners of any individual in b) through e) of this Section; and

g) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

8.12 “Son or daughter” means a:

a) Biological, adopted, step, or foster son or daughter;

b) Person who is or was a legal ward of the employee when that individual was a minor or required a legal guardian;

c) Person for whom the employee serves or served as a parent (i.e., acts or acted *in loco parentis*) when that person was a minor or required someone to act as a parent; or

d) Son or daughter as described in a) through c) of this paragraph, of an employee’s spouse or domestic partner.

8.13 “Domestic partner” means an adult in a committed relationship with another adult, including both same-sex and opposite-sex relationships.

8.14 “Parent” means a:

a) Biological, adoptive, step, or foster parent of the employee or a person who was a foster parent of the employee when the employee was a minor;

b) Person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;

c) Person who serves or served as a parent (i.e., acts or acted *in loco parentis*) to the employee when the employee was a minor or required someone to act as a parent; or

d) Parent as described in a) through c) of this paragraph for an employee's spouse or domestic partner.

8.15 The Agency may grant sick leave when the need for sick leave is supported by administratively acceptable evidence as to the reason for the absence. Administratively acceptable evidence may include:

a) An employee's self-certification as to the need for the absence; or

b) Medical documentation. In most circumstances medical documentation would include a statement on letterhead or the equivalent from the health care provider indicating that the employee is under the provider's care, the expected duration (if possible), and any limitations on a return to work.

8.16 Employees may self-certify the use of sick leave for periods of three (3) consecutive days or less absent unusual circumstances, such as suspected leave abuse. The Agency may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. When the Agency determines it is necessary, it may request that an employee submit medical documentation for approval of sick leave of four (4) consecutive days or more.

8.17 If an employee becomes ill while on annual leave, he or she may request to have sick leave substituted for that period of annual leave. If a family member requires care or dies while the employee is on annual leave, the employee may ask to substitute sick leave if he or she has not reached the maximum permitted for these purposes during the leave year. The request to substitute sick leave for annual leave will be supported by administratively acceptable evidence.

8.18 When more detailed medical information is deemed necessary to support a request for extended sick leave, the Agency may request further information from the employee. The employee may provide the information to his or her manager which describes how the employee's condition affects the employee's ability to perform his or her job, a prognosis for his or her return to work and such medical information as the employee chooses to provide to support a request for extended sick leave. If further information is needed, including a diagnosis, the Agency will request this information from the employee. The employee will provide the requested information to Workforce Relations.

8.19 When the Agency suspects leave abuse, or time and attendance issues or similar conduct issues, detailed medical documentation may be required. Such detailed medical documentation may include how the condition affects the employee and the employee's ability to perform his or her job, a prognosis if known, and, when the Agency deems necessary, a diagnosis, if determined. The employee will provide the requested information to Workforce Relations.

8.20 When the Agency requests medical documentation, an employee must provide documentation no later than fifteen (15) calendar days after the date the Agency requests it. If it is not practicable and the particular circumstances prevent the provision of the requested documentation within fifteen (15) calendar days despite the employee's diligent good faith efforts, the employee must provide the

documentation within a reasonable period of time under the circumstances, but no later than thirty (30) calendar days after the Agency's request.

8.21 It is not the Agency's intention to require medical documentation that is not necessary to making decisions about leave requests. For employees suffering from chronic conditions, documentation may be requested periodically—for example, every six (6) months, rather than for every sick leave request.

8.22 When oral or written information is provided to managers of a sensitive and confidential nature such as information of a medical nature or other personally sensitive information (e.g., divorce), the managers will safeguard the information and take appropriate measures to ensure that it is not shared with anyone unless the employee authorizes the sharing of that information or the nature of the information requires that:

a) It is shared with others when it is necessary to safeguard the employee or others in the workplace, is necessary to take appropriate actions with respect to the employee, or is otherwise required by the law to be shared;

b) If an employee has provided a diagnosis of their medical condition, the employee has the right to request whether the diagnosis has been shared with others and, if shared, whom it has been shared with; or

c) It be disclosed pursuant to a proper request in an administrative or judicial proceeding.

8.23 The Agency and the Union agree that there is a benefit to supporting administrative leave. Administrative leave is excused absence without charge to accrued leave, and is available for:

a) Purposes which are found by administrative authority to be related to, although not part of, the official duties of employees;

b) Some civic duties which are deemed to be closely related to or in the national interest and which cannot be done outside of regular business hours; and

c) Certain other agency-determined reasons.

8.24 When a decision is made to dismiss employees prior to the end of their scheduled workday, such as in the case of significant inclement weather affecting the local commuting area of an agency office, the Agency may dismiss employees at a specified time or authorize a specified number of hours of administrative leave.

8.25 The Agency also has discretion to grant administrative leave for events such as:

a) Voting.

b) Blood donations.

c) Medical examination or treatment (e.g., when an attending physician orders a brief rest period of less than one (1) hour (usually around thirty (30) minutes) during the workday because of a medically certifiable condition, including pregnancy). Supporting medical documentation is required which must be renewed every three (3) months if the condition is one of a continuing nature. The rest period cannot be used to shorten the workday.

Administrative leave for these types of activities will be considered upon advance request to the employee's manager, when consistent with agency workload requirements.

Employees may receive excused absence to donate blood to agency sponsored blood drives, the Red Cross, local hospitals, blood banks, or similar non-profit organizations. An employee may be excused to donate blood no more than two (2) times per year.

GAO Order 2630.1 provides for certain situations where administrative leave must be provided to employees. In those circumstances where the order provides a certain amount of administrative leave, the Agency will grant to employees requesting this type of administrative leave the amount granted in the order.

8.26 Leave without pay (LWOP) is a temporary non-pay status and absence from duty that may be granted upon an employee's request at, in most cases, the discretion of the Agency. LWOP is not a penalty and will not be used as the basis for a disciplinary and adverse action except that excessive use of LWOP (aside from FMLA) may be the basis for a non-disciplinary adverse action consistent with criteria presented in *Cook vs. Dept. of the Army*, 18 MSPR 610 (1984) and its progeny.

8.27 GAO Order 2630.1 provides that an employee, located in an agency geographic location with fewer than fifty (50) employees, who has twelve (12) months of service, and who has worked at the Agency for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the LWOP, will be approved for twelve (12) weeks of job-protected LWOP:

a) To care for the employee's spouse, son, daughter, or parent with a serious health condition; or

b) Because of the employee's serious health condition that makes him or her unable to perform the functions of his or her job.

The definition of "serious health condition" in the order is the same as that described by the Family Medical Leave Act (FMLA). A part-time employee's LWOP entitlement is in direct proportion to the number of hours in his or her official administrative workweek.

8.28 An employee who is suffering from domestic violence, who has twelve (12) months of service, and who has worked at the Agency for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the LWOP, may be approved for up to twelve (12) weeks of job-protected

LWOP for non-FMLA covered legal, non-FMLA covered medical, and other non-FMLA covered activities related to the violence. In disapproving a request for LWOP under this section, the Agency will consider the employee's personal hardship and mission needs. The Agency may request administratively acceptable evidence to establish eligibility under this section.

8.29 An employee may request annual leave, religious compensatory time, or LWOP on a workday which occurs on a day of religious observance associated with the religious faith of the employee. Such requests may be granted in accordance with applicable law, rule or regulation.

8.30 An absence without leave (AWOL) is an absence from duty not authorized or approved. The employee is in a non-pay status while on AWOL. Employees may not be required to perform work for any part of the AWOL period. A charge of AWOL is not a disciplinary action, but may be used as a basis for a disciplinary action. If the Agency later determines that the absence was caused by unavoidable or emergency conditions that made appropriate notification or prior approval of leave impracticable, or if any required documentation is submitted and accepted, the AWOL charge may be changed at the employee's request to an approved leave category.

8.31 If an employee feels that he or she has been required to charge AWOL in error, he or she can request reconsideration from a manager at a higher level within the employee's management chain or Workforce Relations. The employee may also consult with a union representative.

8.32 The Agency is required to grant leave under the FMLA to eligible employees as follows:

a) For the birth of a son or daughter and to care for the newborn child;

b) For placement with the employee of a son or daughter for adoption or foster care;

c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; or

d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

8.33 Leave under FMLA or as otherwise provided for employees in the bargaining unit will be done in accordance with the current version of GAO Order 2630.1, dated July 19, 2010, with the following exceptions and clarifications:

a) When an employee's request for FMLA leave is approved, employees are permitted to use a combination of sick leave, annual leave and LWOP for FMLA leave, or to use only one type of leave for FMLA leave. Sick leave may be substituted only in accordance with the normal requirements for the use of sick leave in accordance with law or regulation.

b) An employee who believes that his or her rights under the FMLA have been violated has the choice of filing a grievance under the negotiated grievance procedure or filing a private lawsuit in an appropriate United States District Court, but not both. If the employee files a private lawsuit, it must be filed within two (2) years after the last action that the employee contends was in violation of the FMLA or three (3) years if the violation was willful.

c) An employee who is suffering from domestic violence for legal, medical, and other activities related to the violence is eligible for FMLA leave.

8.34 The Agency will distribute the FMLA Notice to employees as follows:

a) Twice per year through GAO Notices;

b) On the FMLA web page; and

c) During new employee orientation.

ARTICLE 9
PART-TIME EMPLOYMENT

9.1 GAO Order 2340.1, dated August 28, 2006, is incorporated into this agreement. If any changes are made to this Order, the Agency will notify the Union and provide an opportunity to bargain consistent with law. The following exceptions to the Order are agreed to by the Parties:

a) With respect to policy and basic principles: At the discretion of the unit head and subject to consideration of an employee's special skills or knowledge, unit workload, mission requirements and client needs, full-time employees who are meeting expectations or better may be permitted to work part-time schedules. In addition, the Agency may establish and fill specific part-time positions.

b) With respect to review and approval: Due to the need to assess performance and suitability for permanent employment, employees in a developmental program are not eligible for part-time employment except for extraordinary circumstances and where appropriate for persons requiring a reasonable accommodation under the Americans With Disabilities Act (ADA). These employees, based on their personal circumstances, may request, subject to management approval, the use of various flexibilities during their developmental program such as Leave Without Pay (LWOP), Maxiflex schedule and/or telework. Other types of leave, including under the Family and Medical Leave Act, may be available for the employee. The use of these alternatives may extend the employees' time in the developmental program.

c) With respect to part-time schedule requirements: Managers shall not permit an employee to use LWOP on a regular basis as an alternative method of working less than full-time (i.e., normally for no more than three (3) to six (6) months). An employee who wishes to work less than eighty (80) hours per pay period must request a part-time schedule under the provisions of the order.

9.2 The Agency will provide to the Union on an annual basis the following information with respect to bargaining unit employees: the number of permanent part-time employees, the number of requests that have been denied, and the disposition of units' reviews of employees' part-time schedules.

9.3 With respect to holidays, the following clarification is made: When a holiday falls on a weekend, full-time employees are given either Friday or Monday off as an "in-lieu-of" holiday; part-time employees should charge administrative leave if their normal work schedules include the day of the week on which the "in-lieu-of" holiday falls.

ARTICLE 10
VOLUNTARY LEAVE TRANSFER PROGRAMS

10.1 The Agency will continue to provide the targeted voluntary leave transfer program.

10.2 Within one (1) year of the execution of this Agreement, the Agency and the Union shall convene a committee to develop the design for a voluntary leave bank program, including plans for its implementation in accordance with 5 CFR part 630. The committee shall be composed of equal numbers of representatives from the Agency and the Union. The committee will develop a design and plan for implementation working collaboratively using a consensus approach.

10.3 If a new automated time and attendance system, which would include the capability of dealing with an automated leave bank system, is not implemented within two (2) years of the execution of this Agreement, the Union will be entitled to reopen this Article and bargain over the Voluntary Leave Bank Program consistent with law.

ARTICLE 11
TELEWORK

11.1 Telework can:

a) Improve employees' work lives by allowing a better balance of work and family responsibilities and reduce work-related stress while at the same time achieving the goals of the Agency;

b) Improve the Agency's ability to recruit and retain employees;

c) Help reduce traffic congestion, energy consumption, and air pollution; and

d) Allow the Agency to respond to the changing demands of the workplace and respond to emergency situations where physical access to the Agency building or work site may not be possible.

11.2 All employees who have performed at "meets expectations" or better on all competencies for which they were rated on their most recent performance appraisal are eligible to participate and may submit a request for a telework arrangement. Employees who have not yet received a performance appraisal at the Agency must be performing at "meets expectations" at the time they request a telework arrangement on all competencies for which they will be rated in the next performance appraisal. Employees also must have demonstrated an ability to perform the tasks included in the telework agreement with minimal supervision.

11.3 Employees in a performance improvement opportunity period are not eligible to request a telework arrangement. In addition, employees must not have any conduct issues that would have a negative impact on a telework arrangement. This does not preclude telework as an accommodation under the reasonable accommodation process whether or not the employee is in an opportunity period.

11.4 The nature of the employee's work must be appropriate for teleworking. Work that requires reading, reviewing, analysis, development of written products, telephone-intensive tasks, or computer-oriented tasks is an example of work that would be feasible for a telework arrangement. Work that may not be appropriate includes:

a) Work that requires face-to-face contact,

b) Work that requires access to material that cannot be removed from the regular office such as classified documents, or

c) Work that requires a level of computer or other security that cannot be duplicated at the alternate workplace.

11.5 When reviewing the appropriateness of a telework arrangement, the Agency will consider the needs of the client and the Agency's organizational needs. The telework arrangement might not be appropriate at certain times if the absence of

the employee would create additional work or hardship which adversely affects other employees. Therefore, employees must be flexible and willing to adjust their telework arrangements to meet these needs.

11.6 Employees have the right to request one or more of these three (3) different telework arrangements:

a) In a continuing arrangement, the employee works at home (or other approved location) on a regular, recurring basis as part of the regular work schedule. There must be sufficient ongoing work available to support this type of arrangement.

b) In episodic arrangements, the employee teleworks on an “as-needed” basis when it is advantageous for the employee to complete segments of a project away from the office and does not adversely affect the Agency. Some tasks might be completed more easily at home without the interruptions typically experienced in the office. Other situations may occur when the manager and employee agree that an episodic arrangement would be beneficial. An employee may request a standing episodic arrangement to cover a variety of circumstances. This type of arrangement could accommodate circumstances such as inclement weather, a need to be at home waiting for repair services, or an unforeseen need to provide dependent care. For emergency preparedness planning purposes, all employees are encouraged, but not required, to have an approved episodic arrangement on file.

c) Short-term arrangements are time-limited arrangements to accommodate an employee’s special circumstance in the interest of accomplishing work. These arrangements are for up to full-time telework for a specified period of time (for example, thirty (30) days, three (3) months, etc.). Special circumstances include, but are not limited to, convalescence from an illness or injury or situations where the office is not usable.

11.7 Employees may terminate their telework arrangement at any time.

11.8 For any telework arrangement, in the event that unforeseen dependent care situations arise while an employee is teleworking, the employee should record appropriate leave charges for the time spent providing the dependent care.

11.9 Employees who have continuing or episodic telework arrangements should work the majority of their hours at their official duty station or in duty status, usually located in an agency building or an agency work site. In computing the majority of hours, a manager should not include time in an approved leave status. However, there may be circumstances which warrant not working the majority of the hours at the employee’s official duty station with the prior approval of the Agency. Examples are reasonable accommodation or significant personal emergency.

11.10 Employees must submit both continuing and/or episodic telework applications using the Agency’s electronic application process during the annual “open season.” Requests may be submitted outside the open season if circumstances occur to warrant the request. The outcome of the review process will be noted on

the application and the applicant will be notified accordingly. If the request for either arrangement is denied, the reasons for the denial will be communicated to the employee in writing.

11.11 Employees must submit short-term telework applications with reasons for the request using the Agency's electronic application process. Employees who seek a telework arrangement to accommodate a special circumstance for a single continuous period of time (short-term arrangement) may apply at any time. The outcome of the review process will be noted on the application and the applicant will be notified accordingly. If the request for the arrangement is denied, the reasons for the denial will be communicated to the employee in writing.

11.12 The Agency may require the employee to change the approved telework arrangement for short periods of time in order to meet agency mission needs.

11.13 The Agency may cancel an employee's approved telework arrangement if the Agency finds that:

a) The employee's continued participation is inconsistent with the requirements of this Article or the employee fails to adhere to his or her telework agreement;

b) The employee's performance has declined (for example, where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but excluding insignificant fluctuations or declines in performance);

c) The employee fails to truthfully report time worked or engages in other misconduct; or

d) Changes in duties or client or organizational needs require the employee's physical presence.

Normally, the Agency will give an employee fourteen (14) calendar days advance notice of the cancellation of the approved telework arrangement.

Cancellation of an employee's approved telework arrangement pursuant to this section is not a disciplinary action. The reasons for the cancellation will be provided in writing to the employee at the time of the action. In the event that the employee wishes to contest the cancellation of his or her telework agreement, the employee has the right to meet with the manager (with their union representative if they choose to be represented by the Union) to discuss the reasons for the cancellation and to seek resolution where possible. An employee whose telework arrangement has been canceled may reapply at any time.

11.14 On an annual basis, the Union will be provided information about the number of requests and denials by type of arrangement. If the Union has any concerns about the reasons for the denials, it may raise the issue at a Labor-Management Relations (LMR) meeting. The Union reserves its right to request further information about the denials.

11.15 By submitting the request, the employee agrees to the terms and conditions of the telework arrangement that cover such items as the voluntary nature of the arrangement; official duty station; performance requirements; leave approval; overtime; proper use and safeguards of government property; safety standards that apply to the alternate work site; and policies and procedures for capturing, managing, and controlling audit documentation, agency records, and classified or sensitive information.

11.16 In completing the telework application, applicants should provide information covering the nature of the work activities; tasks to be performed; agreement ending date, if any; the frequency and method(s) of contact required between the employee and manager; and days and hours (may be specific or general) to be worked at the alternate work site. The description of the work to be performed while at the alternate site may be general or more specific as the situation requires.

An employee who has been approved for an episodic telework arrangement is not required to submit a new form each time the employee teleworks. However, the employee must obtain oral or written permission from the manager for each episode as soon as practicable prior to teleworking. In all cases the employee should have an understanding with his or her manager on the nature of the work while he or she is teleworking.

For episodic telework arrangements an employee may request in writing to their manager approval for a temporary alternate location from the alternate work site contained in the approved application. This request should be made in advance and as soon as practicable.

11.17 In unexpected circumstances, such as inclement weather or other emergencies, it may be difficult to reach a manager. If the employee has work available that can be done at home or a temporary alternate location, the employee should make a good faith effort to contact the manager to request approval, such as by e-mail or voice mail message, with a brief description of the planned work. Under these circumstances, if the employee does not receive a response, he or she may telework.

11.18 Teleworking does not change the terms or conditions of employment. An employee participating in a telework arrangement will be available to management, co-workers and others for employer business by telephone, voice mail, and/or e-mail during his or her scheduled tour of duty. The employee must provide the manager with a telephone number where he or she can be reached. For this purpose, the telephone number provided will only be used by management while the employee is in telework status. The employee must check frequently for any voice mail or e-mail messages. The Agency has available technology tools to facilitate communication between employees and managers and colleagues.

11.19 A new agreement must be completed if the employee changes units, if the employee’s immediate manager changes, or if there is a significant change to any item in the agreement.

11.20 If an employee requests a short-term telework arrangement for medical reasons, the employee should complete that portion of GAO Form 558 and provide medical documentation.

11.21 The official duty station for employees who telework is the employee's main or reporting office, as long as the employee regularly commutes to that office. Employees who telework are expected to spend the majority of their time at their official duty station, except in short-term telework arrangements, such as when the employee is recovering from an injury or illness that prevents the employee from commuting to that office. The location where the work is performed is designated as the alternate work site. The Agency will not reimburse employees for local travel costs that are solely a result of the telework arrangement. There may be exceptions to this requirement for employees who have been afforded a reasonable accommodation.

When an emergency or other unforeseen circumstance such as loss of electricity or connectivity affects the alternate work site, but not the official duty station, the circumstances and timing dictate the course of action. Options include having the employee report to the official duty station or other approved location, approving the use of leave, or granting excused absence (administrative leave).

11.22 With respect to facilities, records, and equipment issues for telework covered by this Article, see GAO Order 2300.5.

ARTICLE 12
EMERGENCY CLOSURES

12.1 If the Agency closes the GAO Building or field location or does not open due to a short-term emergency situation such as weather events, a teleworking employee at an alternate work site is required to continue working if the closure occurs on their normal telework day unless:

a) The emergency adversely affects the alternate work site (i.e., disruption of electricity, loss of heat, etc.);

b) The teleworking employee faces a personal hardship that prevents him or her from working successfully at the telework site (e.g., unexpected loss of dependent care, medical emergencies, etc.); or

c) The teleworker's duties are such that he or she cannot continue to work due to a loss of contact with the official duty station (e.g., lack of access to necessary work place tools and/or materials, poor connectivity to Internet, lack of access to a computer, etc.).

12.2 The Agency will notify employees of their designation as mission critical emergency personnel. An employee designated as such may be required to work during emergency building inaccessibility. The Agency will notify, as soon as possible, those employees who are required to work in their capacity as mission critical emergency personnel when the building is inaccessible. The employees will be notified using the information in the Agency's emergency locator system, or other internal team systems. Depending on the circumstances, work may be done at a GAO building or at an alternate work site, including telework. The employee will not be required to work if the:

a) Emergency adversely affects the alternate work site (i.e., disruption of electricity, loss of heat, etc.);

b) Employee faces a personal hardship that prevents him or her from working; or

c) Employee's duties are such that he or she cannot continue to work due to a loss of contact with the official duty station.

Employees who are not identified as mission critical emergency personnel during a particular event will not be required to work, and excused absence is granted, unless they are on a regularly scheduled telework day pursuant to this Article.

12.3 In certain emergency situations, the Comptroller General or designee may issue a general telework approval to all employees in the affected unit or location to promote continuity of operations. Changes to the current telework policy and/or the telework Article in this Agreement may be necessary to accommodate telework which may be required as the result of an emergency. Such required telework will be for the shortest term possible based on the circumstances. In circumstances where the Agency requires emergency telework on a short-term or long-term basis which is in conflict with this Agreement, the Parties will meet

and bargain as required by law, including post-implementation bargaining if appropriate.

12.4 Refer to GAO Order 2630.1, Chapter 9, Section 2, Group Dismissals for how to handle scheduled leave during emergency closures.

ARTICLE 13
WORK ASSIGNMENTS

13.1 For all assignments, management will follow principles of transparency and fairness for staffing of all employees. With the exception of Sections 13.1a) and 13.2, based on the needs of a Mission Team, management of the Mission Team will periodically submit to all Team members a list of available work assignments for that Team that need to be assigned. Employees will be provided adequate time to review the list of work assignments and those employees available to be assigned may submit to management their interest on a priority basis for specific assignments. The purpose of this process is to enable employees to express a preference for various assignments. It is not intended to interfere with the manager's right to make selections for assignments. Management does not have to use this process when there is insufficient time to make staffing assignments within the normal staffing cycle because of special circumstances required to meet the needs of the Agency.

a) The process as set forth in 13.1 excludes employees being staffed as stakeholders, communications analysts, and employees in a developmental program who are rotating among Mission Teams. With respect to these excluded employees, management will follow the same principles of transparency and fairness.

b) At least quarterly, each Mission Team will provide a summary of the assignment results by preference to Team members, without employee names. Included in the summary will be the number of staff assigned outside the process. This summary of assignment results need not include assignments to employees in developmental programs.

13.2 Based on the needs of a Mission Team consisting of series 1811 criminal investigators, management of this type Mission Team will periodically inform the 1811 criminal investigators of available work assignments for that Team that need to be assigned. These employees will be provided adequate time to consider the work assignments available and those employees who are available may inform management of their interest on a priority basis to specific assignments. The purpose of this process is to enable employees to express a preference for various assignments. It is not intended to interfere with the manager's right to make selections for assignments. Management does not have to use this process when there is insufficient time to make staffing assignments within the normal staffing cycle or due to exceptional circumstances.

At least quarterly, a Team with series 1811 employees will provide a summary of the assignment results by preference to Team members, without employee names. Included in the summary will be the number of staff assigned outside the process. This summary of assignment results need not include assignments to employees in developmental programs.

13.3 The Agency will make best efforts to provide developmental opportunities to employees in developmental programs which require rotation among and within

Mission Teams. In circumstances where developmental opportunities were not available to employees in developmental programs, through no fault of the employee, management will consider this lack of opportunity in placing the employee for staffing purposes, including placements in Mission Teams.

13.4 Employees in developmental programs may for training purposes request rotational assignments to headquarters if they currently are located in a field location or to the field if they are located in headquarters. Such requests may be granted on a case-by-case basis at the discretion of management. The travel expenses and per diem of the rotation will be at the employee's own expense. At their own expense, employees on this type of rotational assignment will be permitted to use the federal travel system.

ARTICLE 14
EMPLOYEE TRANSFERS

14.1 It is acknowledged by the Parties that the Agency may reassign employees, consistent with its rights and obligations under 5 U.S.C. 7106(a)(2)(A) and (B). A reassignment is a permanent change from one position, location, and/or organizational unit to another, without promotion, demotion, or break in service. As referred to in this Article, reassignments will also be referred to as transfers. Reassignments will only be made for legitimate, business-related reasons. The terms of this Article will be applied fairly and equitably.

14.2 Voluntary Transfers

It is agency policy to allow employees to request transfers at no cost to the Agency from one permanent duty station to another permanent duty station. Under this policy, employees may request to move geographically between headquarters and the field or between Field Offices. All such transfers are considered voluntary transfers and are primarily for the personal convenience and benefit of the employee and at his or her request. Consequently, such transfers will be at no cost to the Agency, and employees will not receive reimbursement for any travel, transportation, or relocation expenses they incur. Moreover, they must move on their own time and will not be granted administrative leave for the move. Travel orders will not be issued for voluntary transfers of station.

14.3 To be eligible for no-cost transfers, staff:

a) Must be serving in a permanent position;

b) Must have completed two (2) years of service with the Agency; and

c) Must have been rated at the “Meets Expectations” level or above for each competency in the three (3) most recent performance appraisals of record.

14.4 Employees may also be eligible for a voluntary transfer based on a hardship exception. If the employee meets expectations or above for each competency during the most recent performance appraisal, these exceptions may be granted for reasons such as a hardship being faced by the staff member, e.g. family illness, spousal or significant other transfer, or other pressing situations.

14.5 Staff desiring such transfers must submit a memorandum through their current Team Managing Director to the Managing Director for Field Operations. For PDP staff requesting a voluntary transfer based on hardship who are assigned to headquarters and rotate among Teams, the Team Managing Director is the Managing Director for PDP. For PDP rotating staff in Field Offices, the managing director is the applicable Regional Director. For PDP staff who remain within a Team and are requesting a voluntary transfer based on hardship regardless of location, the managing director is their Mission Team Managing Director.

a) The memorandum must state the reasons for the request to transfer and the desired time frame for the transfer. The employee must also state within the memorandum that:

"I am voluntarily requesting consideration for assignment to a position in the _____ (specific Field Office or headquarters). I am making this request for my personal convenience or benefit. I understand that if my request is approved, the transfer will be at no cost to the Agency, and I will be responsible for all travel, transportation, and relocation expenses associated with reporting for duty in the new geographical area. Also, I understand that I must relocate on my own time and will not be provided with administrative leave to accomplish the relocation."

b) Employees must attach copies of their performance appraisals for the preceding three (3) years (fewer if employed by the Agency for less than three (3) years).

c) If the desired transfer is based on a hardship, documents supporting the hardship must be included with the request. For example, transfer requests submitted as a result of spousal or a significant other transfer must include evidence that the spouse or significant other has accepted another job. The Agency agrees that this documentation will be treated as confidential and access to it will be limited to individuals with a need to know.

d) If the voluntary transfer involves a change in Mission Teams or Staff Offices, employees must request the gaining Team Managing Director to communicate his or her recommendation to the Managing Director for Field Operations.

14.6 After receipt of the memorandum from staff requesting a transfer, as well as the recommendations referred to in paragraph 14.5d), the Agency will decide whether to grant or deny the transfer requested based on the following criteria:

a) The staff member's knowledge, skills, and performance;

b) Organizational needs, including the availability of positions at the desired location;

c) A hardship being faced by the staff member, e.g. family illness, spousal or significant other transfer, or other pressing situations; and

d) The recommendation of the losing Team Managing Director and the gaining Team Managing Director.

14.7 The Agency will provide summary information to the Union on an annual basis describing the number of employees requesting transfer and their disposition. This will include pending transfers from prior years from the effective date of this Agreement. The Agency will also provide summary information to the Union on an annual basis describing the number of employees involuntarily transferred.

14.8 Involuntary Transfers

Unless a reassignment is directed for a specific employee(s) for legitimate management considerations, the Agency will use the following procedures prior to effecting an involuntary reassignment of an employee(s).

a) The Agency will determine which employees are qualified for the reassignment.

b) The Agency will solicit volunteers from within the pool of qualified employees.

c) If there are more volunteers than needed, the Agency will reassign the employee(s) with the greatest amount of agency seniority.

d) If there are not enough volunteers, the Agency will reassign the employee(s) with the least amount of agency seniority.

14.9 In all actions concerning involuntary transfers, an employee subject to the transfer has the right to raise personal hardship concerns to the Agency for its consideration.

14.10 If the Agency decides to involuntarily transfer an employee to a non-bargaining unit position, the Agency will promptly notify the Union of the involuntary transfer and the reason for the transfer.

14.11 An employee reassigned to a different position will be given a reasonable period of on-the-job acclimation and any relevant training, if appropriate, in order to become proficient in the new position.

14.12 The Agency agrees to give an employee who will be involuntarily reassigned reasonable advance notice as soon as practicable, but not less than one (1) pay period absent exigent circumstances. This notice will set forth the reasons for the reassignment.

14.13 With respect to voluntary and involuntary transfers involving relocations, the Agency and the employee will attempt to reach agreement on the date for the employee's relocation. If they are not able to reach agreement, employees being relocated in connection with a reassignment should expect to report to their new location no later than ninety (90) days after their notification of transfer.

14.14 Relocation expenses for involuntary transfers will be paid in accordance with Federal Travel Regulations (41 CFR part 302).

14.15 The provisions of this Article will not apply to any reassignment resulting from a major reorganization, restructuring, or closing of Mission Teams, Staff Offices, or Field Offices.

14.16 Team Transfers

Preference surveys for employees in the bargaining unit will be done in accordance with the current version of GAO Order 2900.1, dated March 8, 2007, with the following exceptions:

a) The Agency will complete the preference survey process within a three (3) month time frame time absent unusual circumstances.

b) The Union will be provided summary agency data with respect to transfers under the preference survey.

c) Management will consider prior requests for transfers through the preference survey process as an additional factor.

d) For employees covered by this agreement, only the past two (2) years of performance ratings will be reviewed for the purposes of voluntary Team transfers.

e) In addition to the requirement to submit past ratings, an employee may submit supplemental information in the form of a written submission that further explains or demonstrates the employee's performance. Any written submission by the employee will not exceed two (2) pages in length and may include relevant excerpts or references to letters or documents and/or additional ratings.

14.17 In addition to the process for changing Teams contained in GAO Order 2900.1, employees may request a Mission Team transfer from the losing and the gaining Team Managing Directors at any time except for the period when a preference survey process is being conducted. The final decision on any transfers is made by the Agency.

ARTICLE 15
DETAILS & SPECIAL ASSIGNMENTS

15.1 The Parties recognize that details and special assignments are necessary to meet the staffing needs of the Agency and to provide training, experience, and career development opportunities for bargaining unit employees. The terms of this Article will be applied fairly and equitably.

a) A detail is the temporary assignment of an employee to a different position or a different set of job duties for a specified period with the employee returning to his or her Mission Team and band level at the end of the assignment. Employees may return to a different Team if mutually agreed between employee and management. Details may be to positions at the same, higher, or lower pay band without change to status and pay**.** If the detail to a higher grade/band will exceed 120 days, the competitive procedures as found in this contract must be followed.

b) A special assignment is when an employee assumes temporary collateral duties or responsibilities outside of his or her Mission Team, which have agency-wide impact, while continuing to perform the primary duties and responsibilities of his or her official position.

15.2 The Agency will select employees for details and special assignments consistent with the Agency's right to assign work and/or employees consistent with 5 U.S.C. 7106(a), its mission, staffing and workload requirements, and the terms of this Agreement. In making these selections, the Agency will consider such factors as:

a) Employee knowledge, skills, abilities, experience, and relevant competencies;

b) Organizational needs, including the extent to which workload would be interrupted in the office from which the selectee may come;

c) Other relevant job qualifications;

d) Developmental needs of the employee; and

e) Employee expressions of interest.

15.3 To the extent that these opportunities do not interfere with the Agency's mission requirements, confidentiality of assignment, specialized skill needs, or other legitimate business needs, the Agency will solicit all eligible participants for details and special assignments. The Agency will describe opportunities with as much specificity as possible, including, where possible, the nature of the work involved, the qualifications required, the anticipated geographic location, and anticipated start date and duration of the assignment. To the extent requests are made by Congress for specific individuals, it is understood that such requests are an exception to this process.

15.4 An employee wishing to be considered for these opportunities will apply using the process set forth in the notice. If the notice includes the use of performance

ratings, only the past two (2) years of performance ratings will be reviewed for the purposes of details and special assignments covered by this Article. If past ratings are to be used, an employee may submit supplemental information in the form of a written submission that further explains or demonstrates the employee's performance. Any written submission by the employee will not exceed two (2) pages in length and may include relevant excerpts or references to letters or documents and/or additional ratings. The Agency will either approve or disapprove the employee's request. Upon request, reasons for disapproval shall be discussed with the employee.

15.5 In the event the Agency determines a need to involuntarily detail employees, to the extent known by the Agency, employees will be given as much advance notice as practicable of any detail and at least fourteen (14) calendar days notice as to the specific location and expected duration of the assignment. In those instances when the foregoing deadlines cannot be met, the Agency agrees to give as much advance notice as possible.

15.6 Employees involuntarily selected for details may request consideration of any personal hardship (such as a serious personal or family illness) either before or during the detail. Personal hardship requests shall be submitted in writing and shall not be unreasonably denied. Any denials of personal hardship requests shall be provided to the employee, with an explanation for the denial, in writing, if requested. To the extent an employee encounters personal hardship with the continuation of a detail, the Agency will attempt to either discontinue or modify the detail, where reasonable and appropriate.

a) Upon written request, the Agency agrees to suspend any time frames within the Agency's control regarding representational matters, such as grievances or disciplinary actions, pertinent to an employee serving on a detail to a bargaining unit position while such employee is assigned outside the geographical area of their official duty station.

b) At the end of an involuntary detail, an employee will return to his or her Mission Team and band level. Employees may return to a different Team if mutually agreed between employee and management.

15.7 In order to ensure a smooth and efficient transition between positions, an employee will be entitled to a reasonable amount of time, if necessary, to familiarize him or herself with the position to which he or she is returning from detail in excess of six (6) months. During this time, the Agency will ensure that the employee is made aware of any changes in the operating procedures of the position that have occurred since the employee was detailed away from the position.

ARTICLE 16
TRANSIT SUBSIDY

16.1 The Agency and Union agree that Order 2820.1, Transit Benefit/Headquarters Smartbenefits Program applies to all bargaining unit employees. If there are any changes made to the Order, the Agency agrees to provide the Union an opportunity to bargain consistent with law.

ARTICLE 17
STUDENT LOAN

17.1 The Agency and Union agree that Order 2537.1, GAO Student Loan Repayment Program applies to all bargaining unit employees. If there are any changes made to the Order, the Agency agrees to provide the Union an opportunity to bargain consistent with law.

ARTICLE 18
AWARDS

18.1 The purpose of the GAO Awards and Recognition Program is to recognize individuals and Teams for noteworthy achievements and extra effort above and beyond what is normally expected and recognized through the performance-based compensation system. These achievements may be recognized through honorary recognition, cash, gifts, paid time-off, written expressions of appreciation, plaques, or combinations thereof.

18.2 The Agency will provide the Union with each current Mission Team or equivalent unit awards process within 180 days of approval of this Agreement. Working with their local union representative and the Union, employees may review the current process in their Mission Team or equivalent unit. If the Union wishes to negotiate changes to the current local process, it will notify the Chief Labor-Management Relations Officer within ninety (90) days of receipt of the Mission Team or equivalent unit process. If there is no change in the current process, it will be memorialized in writing and will remain in effect for the duration of this Agreement. The existing awards process remains in effect pending completion of any negotiations.

18.3 Local level negotiations on Mission Team or equivalent unit awards processes will take place within the specific units for no longer than thirty (30) days after notice of the request to bargain. If no agreement is reached within thirty (30) days, the issue will be submitted to the Regular Labor-Management Meeting for resolution.

18.4 Any Mission Team or equivalent unit awards process agreement under this Article will include the following general principles:

a) The awards process is consistent with GAO Order 2451.1, GAO Awards Program.

b) Clear criteria for the nomination and selection process, including criteria for any differences in the value of the award.

c) A description of the nomination and approval process for awards.

d) Inclusion of some awards where all employees are able to nominate colleagues.

ARTICLE 19
HEALTH AND SAFETY

19.1 The Agency provides access to various Health Units managed by the U.S. Public Health Service, Division of Federal Occupational Health. Employees have access to these Health Units for a variety of services ranging from walk-in care to emergency services. For Field Offices that do not have access to an agency Health Unit, some health care services may be provided through other means. Agency Health Units are not a replacement for an employee's own primary care or other physicians.

19.2 The Agency agrees to provide to employees information regarding location of and services provided at agency Health Units through such means as employee orientation and the agency website.

19.3 Employees will be provided opportunities to participate consistent with mission requirements in federal government sponsored health fairs concerning health benefits under the federal health insurance program for federal employees.

19.4 The Agency will provide health insurance comparison information such as CHECKBOOK's Guide to Health Plans to the extent funds are available and it is used by employees.

19.5 The Agency encourages employees to use fitness centers consistent with mission requirements. When appropriate, the Agency, working with the Union, will look for opportunities to provide showers and make other fitness facilities available to employees at agency Field Offices.

19.6 Counselors, like all mental health professionals, are required to keep the information employees share with them in a counseling session confidential, except:

a) With the employee's written authorization;

b) In certain "imminent danger" circumstances; or

c) In cases where required by law.

It is understood that the Counseling Center may provide consultation to the Agency with respect to mental health issues of employees; however, in providing such assistance, counselors in the Counseling Center are subject to the ethical rules of their profession when dealing with this role as consultant to management or in acting as a counselor to employees.

19.7 When criminal investigators are paired with analysts or auditors for an agency engagement/investigation, the assigned investigator will be provided the opportunity to discuss with the Team the potential safety issues related to the type of engagement/investigation they are to jointly conduct at the beginning of an engagement, prior to going into the field or at any other time during the fieldwork.

19.8 The Agency will send a general notice after an Office of Compliance or agency comprehensive occupational health and/or safety inspection to all employees where any employee has some responsibility to correct a safety or health finding. The notice will describe in clear and simple language the general findings where employees are required to make corrections and how the findings impact on safety or health. The notice will include a list of resources that are available to employees to address the issues.

19.9 The Agency will send an e-mail communication to employees who are required to make corrections as a result of a comprehensive occupational safety and health inspection. The e-mail will include:

a) A clear description of the finding(s);

b) A list of resources that is available to employees to address the issues;

c) A statement that an agency designee will schedule a meeting to provide corrective guidance; and

d) A statement the Agency will re-inspect the workplace no sooner than thirty (30) calendar days after the meeting unless the employee requests to schedule an earlier re-inspection.

19.10 If the needed corrections are made during the initial meeting, the Agency will send an e-mail to the involved employee stating that no further action is required. If further corrective action is needed, the Agency will send a follow-up e-mail to the involved employee summarizing the verbal instructions received during the meeting on the needed corrective action. The e-mail will also include the date that a re-inspection will take place.

19.11 At the time of the re-inspection, the employee will either receive written notice or e-mail that the matter is resolved or what corrective action is required to resolve the matter. If the matter is not resolved, the employee has seven (7) calendar days to comply with the corrective action. Any employees cited on this list are “held harmless” in terms of their performance and any managers involved in overseeing their performance (managers, designated performance managers (DPMs), senior managers) cannot consider these findings in terms of their assessment of the employee’s performance. At the end of this process, disciplinary action may be taken against employees who do not correct deficiencies.

19.12 The Agency shall, upon notice from employees or the Union, promptly investigate alleged hazards that pose serious threat to the safety or health of employees and will correct such hazards where found by an appropriate agency official. Employees are responsible for following established safety rules and encouraged to report unsafe conditions to the Agency or the Union. Employees reporting unsafe conditions to the Agency, including Occupational Safety and Health Program staff, or to the Union shall remain anonymous, if so desired.

19.13 No employee shall be subject to restraint, coercion, or reprisal for filing a report of unsafe or unhealthful working conditions to the Agency or the Congressional

Office of Compliance. The Agency shall notify employees and the Union immediately of any condition which poses imminent danger. Other than for hazards posing an imminent danger, if the hazard is immediately corrected through management action, no further action is needed. If a reported hazard is not immediately corrected, the Agency will inform a union representative as soon as possible. The Agency shall notify employees of any ongoing hazards.

19.14 An employee will notify the Agency, by the most expeditious means available, of situations at the employee's workplace where there is imminent danger. The term "imminent danger" means any conditions or practices in the workplace, including fieldwork, that could reasonably be expected to cause death or serious physical harm immediately or within such a short time that emergency steps must be taken. If the employee is in imminent danger and has a reasonable belief that there is insufficient time for the Agency to address the situation, the employee should remove himself or herself from the dangerous location or cease to perform the dangerous task. The employee should notify the Agency as soon as possible, and make himself or herself available for work as directed by the Agency. During the imminent danger circumstance and until there are appropriate working conditions as determined by the Agency, the employee shall continue to be paid without any charged leave in accordance with applicable law.

19.15 The Agency and the Union shall commence bargaining regarding temporary working arrangements if, due to significant unhealthy or unsafe working conditions, employees are prevented from reporting to work at a facility. The Agency may direct employees to report to a temporary work site while bargaining is ongoing or before bargaining is able to begin. Under these circumstances, bargaining will begin as soon as possible. Absent unusual circumstances, such relocation shall not affect employees' regular work schedules. The Parties agree to suspend those provisions of this Agreement related to the rapid or temporary relocation of affected employees only during the period of time necessary under these circumstances. The Agency will grant excused absences to affected employees in appropriate circumstances.

19.16 If an employee believes that there are unhealthy conditions which do not allow the employee to work without threat to his or her personal health, the employee will notify the Agency immediately. The Agency will investigate to determine whether an unhealthy work condition exists. The employee may request an interim work arrangement from the Agency during an investigation. If the Agency does so determine, it will take immediate action to mitigate the employee’s health concern. The Agency will provide the employee with a description of the investigation and the results, including the results of any environmental testing.

19.17 Employees should notify a representative of management if any individual threatens them or prevents them from performing their duties, or if they otherwise fear for their physical safety at any work location. Potentially dangerous situations must be reported immediately to a representative of management if an employee, contractor, or visitor exhibits behavior that could be a sign of a potentially dangerous situation. The Agency recognizes that employees are not expected to be skilled at identifying potentially dangerous situations, but employees are expected to exercise good judgment when deciding to report such

incidents. The Agency, when possible, should respect the privacy/confidentiality of the employee that reports any such behavior. No employee shall be subject to restraint, coercion, or reprisal for reporting prohibited conduct related to workplace violence to a representative of management.

19.18 The Agency will establish appropriate procedures for responding to credible threatening situations, including providing support and necessary information to potentially affected employees, and will work with employees on appropriate arrangements to ensure their safety.

19.19 Agency employees determined to have committed acts of prohibited conduct related to workplace violence may be removed from the premises; will be subject to disciplinary action, up to and including termination from federal service; and may be subject to criminal penalties.

19.20 The Agency does not tolerate bullying behavior, which is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, by one or more persons against another or others, at the place of work and/or in the course of employment. Examples of bullying could include: slandering, ridiculing, or maligning a person or his or her family; persistent name calling which is hurtful, insulting, or humiliating; using a person as a butt of jokes; abusive and offensive remarks. Another example of bullying may include socially or physically excluding or disregarding a person in work-related activities.

An employee should feel free to raise the issue of workplace bullying without fear of retaliation. If an employee feels that he or she is being bullied and reports this problem, the Agency will provide the employee with support, as appropriate. An employee may request a union representative to assist them during meetings with management about the workplace bullying.

19.21 The Agency shall take reasonable steps to provide an ergonomically appropriate workspace for its employees. Employees are encouraged to adjust their workspace ergonomically using guidance the Agency makes available through the intranet. If further adjustment is needed, the Agency will make ergonomic features available such as wrist rests, foot rests, adjustable chairs and/or desks, based upon reasonable requests and subject to the availability of funds.

19.22 The Agency will also provide information and consultation, where available, on ergonomic principles relating to the use of personal computers and workplace furniture.

19.23 The Union will be permitted to post on the existing kitchen/breakroom bulletin boards one (1) copy of the Office of Compliance Fact Sheet on Occupational Safety and Health contained on the agency website.

ARTICLE 20
EMPLOYEE ASSISTANCE PROGRAM

20.1 The Parties recognize that excessive stress, emotional health problems, and personal problems can be detrimental to productivity and morale. The Parties also recognize that alcoholism, drug abuse, and emotional disorders are illnesses that can interfere with job performance. The Agency will provide an Employee Assistance Program (EAP) according to applicable law and this Agreement to assist employees in overcoming such problems. It is the policy of the Agency to encourage and to facilitate employees' efforts to seek help voluntarily for such problems through this program.

20.2 The EAP includes the Counseling Center and other services contracted for by the Agency. Appropriate assistance is provided to help employees both in the field and at headquarters to prevent or identify and resolve behavioral/medical problems that affect work performance. This may be done through prevention programs, counseling, assessment, and referral to organizations and individuals in the community for treatment.

20.3 The Agency agrees to publicize EAP services and encourage and sponsor programs related to the mission of the EAP in headquarters and the field. The Agency also agrees to continue to provide information to acquaint managers, union representatives, and employees on the Agency's EAP which deals with such issues as alcoholism, drug abuse, emotional disorders, and other personal problems.

20.4 The Agency recommends that managers contact the EAP in appropriate circumstances for advice as soon as they have reason to believe that a problem relating to performance/conduct exists with an employee that is due to personal, emotional, drug, or alcohol related problems. If an employee appears to have such a problem that is adversely affecting his or her job performance/conduct, the manager should also consider advising the employee to obtain confidential counseling through the EAP.

20.5 Acceptance by an employee of counseling assistance under the EAP is not a bar or a stay to taking disciplinary action under the provisions of appropriate agency regulations. In instances of misconduct, the employee will be referred whenever possible; however, no time period is guaranteed prior to prosecuting an adverse action. An offer of assistance, and/or a referral made under this program, even one made concurrent with the proposed disciplinary action, does not protect the employee against a disciplinary action for conduct.

20.6 An employee who has been advised that he or she is not meeting expectations and timely accepts or has accepted treatment and/or counseling will be given a reasonable opportunity to demonstrate satisfactory performance. An employee's failure to demonstrate satisfactory performance could result in being placed in an opportunity period. In determining an opportunity period for performance, the Agency will consider extending the period to permit an employee to participate in a treatment program before proposing an action. All time off duty on approved

leave for initial medical treatment shall not be counted as part of the opportunity period.

20.7 All information and records under the EAP shall be treated as confidential. No confidential information regarding the employee's specific medical condition or treatment shall be released by the Agency without the employee's written consent. Information about adherence to, and the length of, the treatment program may be communicated with the written consent of the employee to managers by program personnel to assist in determining reasonable time to demonstrate satisfactory performance under Article 20.6 above.

20.8 The Parties agree that, while no employee shall be compelled to participate in the EAP, the Agency shall not be barred, in appropriate proceedings, from introducing the fact of the employee's refusal to join in or withdrawal from the EAP.

20.9 An employee who participates in the EAP is assured that information relating to his or her care will not be released to anyone, including his or her manager, without the written consent of the employee except where required by law (e.g., where there is a reasonable suspicion of abuse of children or elderly persons; where the client presents a serious danger of violence to another; or where the client is likely to harm himself or herself unless protective measures are taken).

Employees using the services of the EAP—including Agency Counseling Services—may consent to the release of personally identifiable information using appropriate agency or Health and Human Services Federal Occupational Health forms. The consent for release is always voluntary. An employee's withdrawal of this consent may be accomplished by the following:

a) Expiration date on the original form;

b) Signing the withdrawal statement on the original GAO Form 511;

c) Completing a new GAO Form 511 revoking such release; or

d) In writing for both forms, or by e-mail notification for GAO Form 511.

20.10 An employee shall be given a summary of counseling with the EAP upon written request, except in rare circumstances where the head of GAO's Counseling Services deems it detrimental to the employee's mental health for the employee to directly obtain the information. In circumstances where the Counseling Services deems it detrimental to the employee's mental health to release information to the employee, it will request that the employee provide written consent to allow Counseling Services to provide this information to the employee's private physician or other health or mental health care provider.

20.11 The Counseling Center and/or the EAP are responsible for processing and maintaining records relating to services provided under the EAP. These records shall be kept confidential in accordance with this agreement and the law.

20.12 The employee is responsible for seeing that appropriate records related to health and other records and information are provided to the EAP for consultation, treatment, or follow-up purposes if he or she wishes to participate in the EAP.

20.13 EAP counseling records will not be placed in the Official Personnel Folders. An employee's Official Personnel Folder shall not refer to confidential information in the employee's EAP record except to the extent that this information is relevant and necessary to document disciplinary or adverse actions or other personnel actions, or to prepare the final personnel action recommendation.

ARTICLE 21
EQUAL EMPLOYMENT OPPORTUNITY AND REASONABLE ACCOMMODATION

21.1 The Agency and the Union affirm their commitment to:

a) Promoting equal opportunity for all staff without regard to age, color, disability, ethnicity, sex, national origin, race, religion, sexual orientation or gender identity;

b) Focusing on a workplace that is more inclusive, where people can celebrate their differences and recognize their common strengths; and

c) Ensuring an environment that is free from sexual harassment and other forms of unprofessional conduct of a sexual nature.

21.2 There will be regular training for all employees on diversity, sexual harassment, prohibited discrimination, and, as appropriate, other equal employment opportunity matters such as ADA and reasonable accommodation. The Agency will make available information and support, as appropriate, to managers/supervisors/staff who work with employees who have accommodations. The Agency will involve the Union in the development of content for agency-wide training on these issues. The method and type of training will be based on available funding.

21.3 The Agency agrees to provide the draft Workforce Diversity Plan to the Union in sufficient time prior to its implementation to allow the Union the opportunity to meet with the Agency, obtain an understanding of the plan, and provide input. If there are any changes in working conditions as a result of implementation of the plan, the Union reserves its right to bargain in accordance with law.

21.4 A meeting during the formal stage of the processing of an EEO complaint is considered a formal discussion as identified in Article 4 Union Rights.

21.5 The Agency will provide to the Union on an annual basis the equivalent information contained in EEOC Form 462 which is required to be completed by Executive Branch agencies.

21.6 Employees with disabilities are valued contributors to the Agency's mission. The Agency is committed to providing an accessible and productive work environment for all employees.

21.7 In determining requests by an employee for a reasonable accommodation, the Agency will use a case-by-case approach, consistent with law, in requesting appropriate medical information from the employee. If the Agency determines that the employee has an obvious disability or has provided sufficient current medical information, the Agency will not require that the employee provide further medical documentation. In circumstances where the disability changes, the employee requests a new accommodation, or the nature of the employee's work significantly changes requiring a new accommodation, additional medical documentation may be needed to accommodate the new needs of the employee.

Employees who have accommodations are encouraged to discuss their accommodation with their managers when the employees deem it appropriate.

21.8 There are no magic words that an employee must use to request an accommodation. Sometimes a condition may be in the process of being assessed or diagnosed. It may take a series of consultations to properly determine the appropriate reasonable accommodation. This is an interactive process including the employee, and the accommodation needed may change over time to be effective. After an employee requests an accommodation, the Agency will consider a provisional arrangement pending completion of the reasonable accommodation process.

21.9 It is understood by the Parties that all information regarding a request for reasonable accommodation is considered confidential and will be safeguarded in accordance with all applicable laws. Supervisors and managers may be told about necessary restrictions on the work or duties of the employee and about necessary accommodation. The Agency will not disclose an employee's medical information and medical diagnosis to individuals other than those who process the employee's reasonable accommodation request except in accordance with the provisions of the Americans with Disabilities Act, as amended. Any such disclosure will take place with involvement of the employee.

ARTICLE 22
EMPLOYEE PRIVACY PROTECTION

22.1 The Agency is committed to protecting the confidentiality of employee records, to include protecting against unauthorized use, destruction, or disclosure consistent with the spirit of the Privacy Act of 1974.

22.2 As used in this Article, employee personnel record means any item, collection, or grouping of information about an employee that is maintained by the Agency and is retrievable by the employee's name or other personal identifier.

22.3 As used in this Article, a system of personnel records means a group of personnel records under the control of the Agency from which information is retrieved by the name of the employee or by some other personal identifier assigned to the employee. This may be referred to as a personnel file.

22.4 The Agency may maintain records concerning employees which are not part of the system of personnel records (Official Personnel Folders) covered by this Article. As appropriate, these records—e.g., records related to reasonable accommodation, grievance, or discipline—will be covered by other Articles of this Agreement.

22.5 All employee personnel records/files will be maintained in accordance with applicable law and regulation, including 4 CFR part 83. The Agency will purge records in accordance with the Agency's record retention standards or as otherwise provided in this Agreement (GAO Order 0410.1, dated March 2, 2004).

22.6 Managers or other representatives of the Agency may not maintain any employee personnel record/file in violation of any applicable law or regulation, including 4 CFR part 83. The employee may review and copy material about him or her in any system of records in accord with the procedures set out in 4 CFR part 83.12.

22.7 Employees should be aware that managers may maintain personal notes such as "memory joggers." Personal notes will not be used in such a manner that would violate any applicable law or regulation.

22.8 Employee personnel files will be kept safe and secure at all times in accordance with all applicable laws and regulations. Disclosure of and access to information from employee personnel files will be in accordance with applicable laws and regulations. Access within the Agency will be limited to personnel who have a need for the record in the performance of their duties. The Agency will ensure that any vendors who process or otherwise come into the possession of employee information have in place procedures to ensure compliance with applicable privacy laws and regulations, and to safeguard employee information against identity theft.

22.9 An employee's Official Personnel Folder (OPF) will be made available to the employee upon request, or to the employee's representative if authorized by the employee in writing, except when access may be denied; requests and

denials (in whole or in part) will be made in accordance with 4 CFR part 83.12 and 83.21. Such records cannot be removed from the safe and secure custody of management by the employee or representative, and must be reviewed with a member of management, or designee, present unless management waives this requirement. OPFs will normally be provided within two (2) workdays. The employee may obtain a photocopy of documents contained in the OPF upon request.

22.10 To the extent practicable, the Agency will use employee identification numbers that are different from an employee's Social Security number on time and travel reports, leave forms, and other personnel records to help preserve the confidentiality of employee information it possesses.

22.11 An employee will have the right to submit a written statement of disagreement in accordance with 4 CFR part 83.15 and 83.16 to any disputed material placed in his or her employee personnel file.

22.12 Nothing in this agreement shall be interpreted to restrict the Agency's ability to release information about an employee pursuant to applicable laws or regulations, including 4 CFR part 83.

22.13 The OPFs shall contain only those records permitted by the Agency to be maintained in an employee's OPF. Employees have the right to review their OPF. If an employee believes any information maintained in his or her file is not to be maintained in the OPF pursuant to the Agency's systems notice for the Agency's Human Capital Management System of Records, the employee has the right to request the information be removed. If the Agency determines not to remove the information, the employee has the right to file a grievance.

22.14 The Union and the Agency both agree that it is not in the best interests of employees to send Social Security numbers in a non-secure manner in response to the request of other agencies. It is understood that employees will be provided technical means of sending Social Security numbers by e-mail in a secure manner with appropriate recurrent training and/or guidance on how to use these technical approaches.

22.15 The Union and the Agency both agree that it is in the best interests of employees and the Agency to safeguard personally sensitive information when it is being printed or copied, such as using the secure print feature and not leaving the copy machine unattended.

22.16 When oral or written information is provided to managers of a sensitive and confidential nature, such as information of a medical nature or other personally sensitive information (e.g. divorce), the managers will safeguard the information and take appropriate measures to ensure that it is not shared with anyone unless the employee authorizes the sharing of that information or the nature of the information requires that:

a) It is shared with others when it is necessary to safeguard the employee or others in the workplace, is necessary to take appropriate actions with respect to the employee, or is otherwise required by the law to be shared; or

b) It be disclosed pursuant to a proper request in an administrative or judicial proceeding.

ARTICLE 23
TRAVEL

23.1 Agency employees are subject to Federal Travel Regulations and agency travel policies.

23.2 Employees who have questions about travel and are unable to resolve them through resources within their Team are encouraged to use the resources located on the agency website or contact Financial Management Services for further guidance.

23.3 In accordance with current agency policy, employees who are required to travel internationally will be issued a Blackberry Smartphone or equivalent upon request. Employees may request the use of an agency cell phone for domestic use when it is warranted by the nature of the work. Such requests will be granted based on the needs and resources of the Agency. If the agency policy on cell phones changes, the Union will be provided the opportunity to bargain consistent with law.

23.4 For official travel, whether domestic or international, employees should use government-provided communications (telephones or telephone calling cards), when possible, for all official communications, including personal calls. Personal calls must be of reasonable duration and frequency. On average, frequency should be once a day. If the call is made from a government-provided telephone, the duration should be about fifteen (15) minutes. Because commercial long distance rates are normally much higher than government long distance rates, personal calls made from non-government telephones (e.g., from a hotel room) should last about five (5) minutes or less. Staff and unit management have the responsibility to determine what is reasonable in their particular situation.

ARTICLE 24
FACILITIES AND EQUIPMENT

24.1 The Agency will provide the Union with the current workspace selection process for each Team, unit, or Field Office. Working with their local union representative and the Union, employees may review the current process in their Team, unit, or Field Office. If there is no change in the process, the current process will be memorialized in writing and will remain in effect for the duration of this Agreement. If the Union wishes to negotiate changes to the current process for specific work units, it will notify the Chief Labor-Management Relations Officer within sixty (60) days of the contract being implemented.

24.2 Local level negotiations on workspace selection process will take place within the specific units for no longer than thirty (30) days after notice of the request to bargain. If no agreement is reached within thirty (30) days, the issue will be submitted to the Labor Management Relations Committee for resolution.

24.3 Any workspace selection agreement under this Article will include the following general principles:

a) The agreed upon workspace selection process will be transparent and consistently applied;

b) Employees will not be involuntarily displaced from their workspace except for exceptional mission need. If an employee is displaced, the employee will receive preference for the next available comparable office. The Agency will notify the Union when an employee is involuntarily displaced;

c) Reasonable accommodation is generally not a basis for involuntarily displacing an employee from his or her office unless there are no other reasonable alternatives as determined by the Agency. If an employee is displaced due to a reasonable accommodation, the employee will receive preference for the next available comparable office. Appropriate confidentiality will be maintained in this process; and

d) For the purpose of determining order of preferences for workspaces, time in a specific unit, Team, or Field Office will not be considered as a criterion.

24.4 The Agency supports nursing mothers by accommodating the mother who wishes to express breast milk during her workday or nurse her child.

24.5 The Agency will provide inexpensive temporary blinds when requested by nursing mothers for the period of time the mother is nursing.

24.6 For nursing mothers in headquarters who do not have private offices or prefer not to use their offices for nursing or expressing milk, the lactation room in the GAO health unit is specifically set up for this purpose. Nursing mothers may also use available conference rooms.

24.7 In Field Offices, nursing mothers can either use designated privacy rooms, centrally located lactation rooms (in federal buildings), or individual offices. If

other alternatives are not available, nursing mothers may also use available conference rooms for this purpose. If Field Offices have a designated privacy room, the needs of nursing mothers will have priority. The Agency will notify employees in a Field Office when it has a designated privacy room for nursing mothers. The room will be lockable and have posted signage stating that “This room is reserved for nursing mothers.”

24.8 Upon request, Field Offices will be provided with one frost-free cube refrigerator for nursing mothers (or other staff members with a specific need for temperature controlled storage).

24.9 The Agency will provide the Union with the current parking space allocation or selection process for each Field Office. Working with their local union representative and the Union, employees may review the current process in their Field Office. If there is no change in the process, the current process will be memorialized in writing and will remain in effect for the duration of this Agreement. If the Union wishes to negotiate changes to the current process for specific Field Offices, it will notify the Chief Labor-Management Relations Officer within sixty (60) days of the contract being implemented.

24.10 Local level negotiations on the parking space allocation selection process at a Field Office will take place for no longer than thirty (30) days after notice of the request to bargain. If no agreement is reached within thirty (30) days, the issue will be submitted to the Labor Management Relations Committee for resolution. The agreed upon parking space allocation selection process will be transparent and consistently applied.

24.11 The Agency has determined it is not a primary purpose of the security gates or other electronic access devices to act as time and attendance monitors. However, if there is a reasonable belief that an employee has an attendance problem, information from the security gates or other electronic access devices may then be used as corroborating evidence to support an administrative action. The Agency has determined that surveillance cameras are not devices used to track employee time and attendance. If the Agency decides to use surveillance cameras, security gates, or other electronic access devices as primary means of recording time and attendance, it will notify the Union and provide it an opportunity to bargain consistent with law.

24.12 The Parties agree in dealing with technology issues relating to bargaining unit employees the Union will be timely notified and a collaborative approach will be used to the extent possible to include bargaining unit employees and union representatives in the process of selecting and piloting new technologies. The Union reserves the right to bargain, consistent with law, should the collaborative approaches not successfully solve the technology issues.

24.13 The Agency and Union agree that GAO Order 0610.1, GAO Office Space Utilization Program applies to all bargaining unit employees. If there are any changes made to the Order, the Agency agrees to provide the Union an opportunity to bargain consistent with law.

24.14 The Agency and Union agree that providing bicycle parking is a value in numerous ways such as improving employee health, reducing the carbon imprint, and reducing agency transit subsidy costs. The Agency currently provides parking space for bicycles in headquarters. Employees who wish to use the space are required to obtain a permit. If the demand for parking for bicycles exceeds existing space, the Agency will consider providing additional space. To the extent possible, the Agency will work with lessors to make bicycle space available in Field Offices, if requested.

ARTICLE 25
ATTIRE

25.1 The Agency and Union agree that the 2010 Business Casual Dress Guidance applies to all bargaining unit employees. If there are any changes made to the 2010 Business Casual Dress Guidance, the Agency will notify the Union and provide an opportunity to bargain consistent with law.

ARTICLE 26
TRAINING AND PROFESSIONAL DEVELOPMENT

26.1 The Agency and the Union agree on the following training and professional development values:

a) The Agency considers professional development essential to the accomplishment of its mission;

b) Managers and employees will work cooperatively to facilitate employees' scheduling and participating in training required for professional development, including Continuing Professional Education (CPE);

c) When planning the work of the Agency, including engagement planning, the training needs of employees will be considered an important part of such planning; and

d) It is understood that there must be a balance between performing mission work and the needs of employees for training.

26.2 To the extent practical, the Agency will provide access to on-site or other local training opportunities for field-based staff.

26.3 The Union will have a designated representative who will participate on the Agency Learning Board or any successor organization.

26.4 The Agency and Union agree that GAO Order 2300.6, Payment for Professional Credentials and Related Examinations applies to all bargaining unit employees except as modified below. If there are any changes made to the Order, the Agency agrees to provide the Union an opportunity to bargain consistent with law. It is understood that the list of certifications contained in the Order does not limit the employee's right to request reimbursement for other job-related examinations. Employees may request reimbursement for examination review courses for professional certification. However, the Agency recommends that the employee discuss with the unit head or designated agency official reimbursement for professional credentials and related examinations prior to enrollment. Requests may be granted by the appropriate agency official subject to organizational needs and availability of funds.

26.5 The Agency and Union agree that GAO Order 2410.1, Continuing Professional Learning and Development at GAO applies to all bargaining unit employees except as modified below. If there are any changes made to the Order, the Agency agrees to provide the Union an opportunity to bargain consistent with law.

26.6 In accordance with the established criteria in GAO Order 2410.1, Continuing Professional Learning and Development at GAO, union sponsored training will be considered for CPE credits.

26.7 If a request for CPE credit for a specific training activity is denied, the employee may request the reasons for the denial. Employees who receive denials of

requests for CPE may seek reconsideration of the denial. The Parties agree that the denial of an employee's request for CPE is not the subject of a grievance under this Agreement.

ARTICLE 27
MERIT PROMOTION AND PLACEMENT

27.1 The Agency adheres to merit principles in all promotion and placement actions. All positions will be filled by selection from among the best-qualified candidates available. Selections will be made without regard to age, color, disability, ethnicity, sex, national origin, race, religion, sexual orientation, gender identity or other non-merit factors and will be based solely on job-related requirements.

27.2 The Merit Promotion System is governed by GAO Orders 2335.1, Promotion and Internal Placement and 2335.8, Merit Selection Plan for Analyst and Specialist Positions.

27.3 The Union and the Agency will work collaboratively to ensure that the wording of the questions in GAO vacancy announcements contained in USAJOBS for which bargaining unit employees are eligible to apply is understandable. Guidance will be prepared by the Agency with Union input on how to correctly complete core questions required to establish an account in USAJOBS. This guidance and the wording of the vacancy announcement questions will be addressed in LMR meetings.

27.4 The beginning and ending dates for which ratings of record will be considered by the Agency for promotion and placement actions will be set forth in vacancy announcements. When employee appraisal information is reviewed by best-qualified panels, appraisal information reviewed will be consistent for all applicants for a specific job announcement. The minimum open period for agency vacancy announcements for internal promotion or placement opportunities will be no less than fourteen (14) calendar days. The minimum open period is not applicable to any external vacancy announcements.

27.5 Employees applying for internal promotions or placements may include additional information supporting their applications in the Resume Builder section of USAJOBS.

27.6 Employees who are temporarily absent (such as in military status, international organization assignment, Intergovernmental Personnel Act assignments, or absent for other legitimate reasons) may remain eligible for promotion while temporarily absent. However, to be considered for promotion or placement, the employee in this status must apply using the same processes as other employees. An employee who will be temporarily absent as described above should contact the Human Capital Office for guidance.

27.7 Employees have the ability to receive a copy of the information contained in their applications for agency internal promotions or placements submitted in USAJOBS by using the USAJOBS system. If, for some reason, the system does not allow the employee to receive a copy of his or her application submitted in USAJOBS, he or she may request it from the Agency. In situations where an employee believes there has been a system error in the transmission of the application received by the Agency, the employee has the right to bring

the issue to the Agency for resolution. If no resolution is reached, the employee may file a grievance under the negotiated grievance procedure.

27.8 This Article applies to positions in the bargaining unit and applications by bargaining unit employees to entry-level supervisory positions and other positions outside the bargaining unit. However, selection or non-selection to any position not within the bargaining unit, including those described in this Article, is excluded from the negotiated grievance procedure.

ARTICLE 28
PERFORMANCE MANAGEMENT

28.1 The Union and the Agency recognize that a revised performance management system is being designed. While the performance management system is being revised, the Parties acknowledge that they will pilot various features to obtain feedback on the potential usefulness of these features in the revised system to address the issues raised by the various studies on the performance management system.

28.2 The Agency and the Union agree that it is important for managers and employees to discuss employee performance throughout the year so that employees understand how they are performing and how to improve their performance.

28.3 A rating official is responsible for an employee's rating. A rating official may seek input from others with knowledge of the employee's performance, including Analysts-in-Charge (AIC) and other stakeholders.

28.4 The Parties have a shared interest in having input from knowledgeable sources but in preventing situations where a manager asks or requires an AIC or other employee in the bargaining unit to draft the narratives for a non-developmental program employee's midpoint feedback or final ratings. This does not preclude knowledgeable sources from providing written input in any form.

28.5 It is understood that Band II employees may be involved in providing drafts of performance appraisals of developmental program employees to appropriate officials. However, a management official is the rater of record for these employees.

28.6 In reviewing an employee's performance, managers will look at all the work activities, encompassed within a competency, which were to be performed during the appraisal year. In rating an employee's performance, employees will only be rated on work activities actually performed. The work activities actually performed will be rated against the standards contained in a competency. The absence of the opportunity to perform a work activity will not negatively impact the rating for a competency. It is understood that all employees should have the possibility of achieving a role model rating in a competency regardless of the number of work activities performed in the competency. However, the number of work activities performed does not guarantee a specific rating. It is understood that there is no predetermined distribution of ratings among employees.

28.7 It is understood that employee ratings are used for various purposes by the Agency in making decisions about issues related to employees. To the extent that ratings of record are considered in agency decisions, only final ratings of record will be used. Final ratings of record do not include items such as midpoint feedback summaries and employee self-assessments.

28.8 Beginning with the FY 2011 performance management cycle, employees must be under their performance standards for a minimum of ninety (90) days and work a minimum of 440 hours to receive an appraisal. Based on the

circumstances of an employee, exceptions to the minimum requirement may be made on a case-by-case basis at the discretion of the Agency. An employee may request such an exception based on his or her particular situation.

28.9 Union officials who engage in representational activities will be rated on the work performed during the period the employee is in a work status as described in the paragraph above. If union officials do not work the minimum number of hours, they will be treated the same as other employees who did not receive a rating.

28.10 The Agency will provide data to the Union for the FY 2009 through FY 2011 appraisal cycles consisting of sanitized bargaining unit employee ratings and related demographic and personnel data consistent with the sanitized performance appraisal data provided for FY 2002 – FY 2008.

28.11 For purposes of this Article, an action based on unacceptable performance consistent with 5 U.S.C. 43 is a reduction in pay band or removal of an employee whose performance fails to meet established performance standards in one or more competencies.

28.12 The Agency must demonstrate that an action taken under this Article for unacceptable performance is supported by substantial evidence.

28.13 The provisions of this Article do not apply to the removal of probationary or trial employees or to performance-based removals consistent with 5 U.S.C. 75.

28.14 If an action based on unacceptable performance is withdrawn or overturned based on the merits, all documentation retrievable by name relative to that action will be destroyed, with confirmation of such action sent to the employee, except for any documentation that:

a) The Agency is required to preserve in accordance with law, rule, or regulations;

b) Is relevant to an action that is maintained or upheld;

c) Is outside the control of the Agency; or

d) Is contained in a database (that is not accessible by the Agency's managers) used for statistical tracking of personnel actions.

28.15 Before taking an action based on unacceptable performance (e.g., below Meets Expectations), the Agency will notify the employee in writing of the competency(ies) or equivalent for which performance is unacceptable, inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance (e.g., Meets Expectations) in his or her position, and advise the employee what he or she must do to bring his or her performance up to acceptable performance. Any requirement of what the employee must do to bring his or her performance up to acceptable performance will be reasonable and based on the duties of the job. The notice will also explain what efforts will be made to assist the employee in improving performance. Assistance may include formal training, closer supervision, counseling, or more

frequent progress reviews. The employee may also request appropriate assistance, and that request will be considered. The Agency may give an employee notice of an opportunity to improve at any time during the performance appraisal cycle when performance becomes unacceptable in one or more competencies or equivalent.

28.16 When the employee's performance is rated unacceptable in one or more competencies or equivalent, the Agency will provide the employee with a reasonable period of time (at least sixty (60) calendar days), depending on the nature of the employee's duties, to demonstrate acceptable performance in that competency(ies). The Agency will inform the employee that, unless his or her performance in that competency(ies) improves to and is sustained at an acceptable level during such period of time, the Agency may remove the employee or reduce the employee's pay band.

28.17 The Agency also will inform the employee that, unless his or her performance in the competencies or equivalent that were the subject of the opportunity period is sustained at an acceptable level for at least one (1) year from receipt of the written notice, the Agency may remove the employee or reduce the employee's pay band without a subsequent opportunity period.

28.18 When the employee improves unacceptable performance in the identified competency(ies) to an acceptable level within the opportunity period, as specified in Article 28.16, but the employee's performance in the same competency(ies) again becomes unacceptable within one (1) year of the initial notice, the Agency may initiate action to remove the employee or reduce the employee's pay band as set forth in Article 28.19 without offering another opportunity to improve his or her performance.

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

a) The employee will be provided thirty (30) calendar days advance written notice of the proposed action. The notice will identify both the specific instances of unacceptable performance and the related competency(ies) or equivalent;

b) Upon request of the employee or the employee's union representative, the Agency will provide a copy of any information relied upon to support the proposal. This provision in no way limits the Union's right to additional information under 5 U.S.C. 7114 or any other applicable law, rule, or regulation;

c) The employee will be advised in writing of his or her right to representation;

d) The employee will be provided a reasonable amount of duty time, normally up to eight (8) hours, but more time may be reasonable based on the complexity of the case, to prepare his or her response to the proposed action;

e) The employee will be provided the opportunity to reply to the notice orally and/or in writing within fifteen (15) workdays from the date the employee

receives notice of the proposed action. The Agency may consider a written request to extend the reply period. If the employee elects to make an oral reply, it will be made to the deciding official in person, unless agreed otherwise. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The Agency will prepare a summary of the oral reply for the record. The Agency will provide a copy of this summary to the employee or his or her union representative, who may submit any clarifications or corrections within five (5) days of receipt of the summary.

f) Employees may use agency VTC resources to provide an oral response. The time spent presenting the oral response will be considered duty time. Employees may request that the Agency pay all travel and per diem expenses for the purpose of making an oral response in person. At their own expense, employees may use the government travel system for the purposes of making an oral response. In such circumstances, any time used by the employee, other than the actual oral response, will not be considered duty time. The Agency will authorize annual leave, accrued credit hours, or accrued compensatory time for this purpose.

g) An employee may elect to have an oral reply meeting with the deciding official at the same location in the event of a proposed removal. Any travel required of the employee will be at the Agency's expense and on duty time.

h) The employee will be given a final decision concerning the proposed action, usually within thirty (30) calendar days after expiration of the advance notice period. Normally, the final decision will be issued by an official who is at a higher management level than the official who proposed the action. The final decision will be issued prior to the effective date of the action, and will specify the instances of unacceptable performance by the employee on which the action is based. The final decision will also address any relevant legal or factual disputes raised by the employee in the summary or written reply and will contain a statement advising the employee of his or her rights to challenge the unacceptable performance action.

28.20 If the Agency's final decision is to remove an employee or to reduce his or her pay band based on unacceptable performance, the employee may appeal the decision to the Personnel Appeals Board (PAB) or, if the Union decides to invoke arbitration, notice to seek arbitration must be served upon the Agency in accordance with Article 30, Arbitration.

a) When a manager informs the employee of the results of the opportunity period, the manager will then refer the employee to the Human Capital Office (HCO) to discuss his or her options. The employee has the right to request union representation during the meeting with HCO.

b) Employees have the right to explore with HCO options in lieu of a potential performance-based action. The employee will be given at least five (5) workdays to consider the options prior to issuing a proposal on a performance-based action. Employees have the right to request union representation during this discussion.

c) If the Agency initiates a discussion with an employee about the option to retire, resign, or be reassigned in lieu of a potential performance-based action, the employee will be given at least five (5) workdays to make a reasoned decision prior to the Agency issuing a proposal on a performance-based action. The employee has the right to request a union representative when presented with these options.

28.21 An employee has the right to request an extension of an opportunity period based on the need for a reasonable accommodation. The employee may present reasons why the lack of an accommodation affected his or her successful performance prior to or during the opportunity period. Management will consider these reasons in deciding on an extension.

ARTICLE 29
GRIEVANCE PROCEDURE

29.1 This Article sets forth the exclusive procedure available to bargaining unit employees, the Union, and the Agency for the processing and disposition of grievances, as defined in this Article. The purpose of this Article is to provide for a mutually acceptable procedure for the prompt and equitable settlement of all grievances. Many workplace issues arise from misunderstandings and disputes and can be resolved promptly and satisfactorily at the lowest possible level. Accordingly, employees and managers are encouraged to work together to resolve these issues before they are elevated to the status of a grievance.

Inasmuch as dissatisfactions and disagreements arise occasionally in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on the party filing the grievance or the party against whom the grievance is filed. When workplace issues cannot be resolved, the Parties agree to use the grievance procedure contained in this Article.

29.2 A grievance under this Agreement means any complaint by:

a) Any employee concerning any matter relating to the employment of the employee;

b) The Union concerning any matter relating to the employment of any employee; or

c) Any employee, the Union, or the Agency concerning:

1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting condition of employment.

29.3 The scope of the grievance procedure does not include complaints related to:

a) Any claimed violation relating to prohibited political activities;

b) Retirement, life insurance or health insurance;

c) A suspension or removal for reasons related to national security;

d) Any examination, certification, or appointment;

e) The classification (title, grade/band, and/or series) of any position which does not result in the reduction in grade or pay of an employee. However, the content of a position description may be grieved;

f) Agency decisions subject to administrative review by statute, such as the U.S. Office of Personnel Management review of eligibility for civil service retirement, or the Merit Systems Protection Board review of claims for

reinstatement of annual leave in connection with incorrectly charged military leave;

g) The content of GAO Orders and policies for the purpose of changing the Order or policy. However, the application of the Order or policy may be grieved;

h) Non-selection for a promotion or competitive placement from a group of properly ranked and certified candidates, if otherwise consistent with law, rule, or regulation. However, an individual may grieve the application of the promotion or competitive placement process;

i) The suspension or revocation of a security clearance;

j) Any employee grievance where there is no personal relief to the grievant;

k) The Agency's failure to adopt, or adoption of, a suggestion. However, an employee may grieve the application of a suggestion program;

l) Allegations of discrimination based on race, color, religion, sex, national origin, age, and disability;

m) The termination of employment during the initial trial (probationary) period unless based on an exception provided by law or regulation;

n) The content of performance standards and competencies/critical elements. However, the application of the performance standards and competencies/critical elements is grievable;

o) Negotiated compensation agreement;

p) Oral or written admonishment, warning, or caution; or

q) Unfair labor practice charge filed by an individual employee.

29.4 As an exception to the grievance exclusions contained in this Article, an employee may file a grievance comprised of both alleged discrimination as defined in Article 29.3(l) and other matters grievable in this Agreement.

29.5 Adverse actions, which consist of removals from employment of permanent non-probationary employees, suspensions for more than fourteen (14) days, reduction in grade/band, reduction in pay, and furloughs of thirty (30) days or less may be appealable to the agency PAB or under the grievance procedure, but not both. Complaints of discrimination related to sexual orientation, marital status, and/or political affiliation may be appealable under the grievance procedure. Any act or occurrence grieved by an employee or Union under the negotiated grievance procedure may not be subsequently filed as a charge with the PAB General Counsel or a petition before the Personnel Appeals Board.

29.6 A grievance by the Union or employees for the purposes of this Article is considered filed when it is provided in writing to the Chief Labor-Management

Relations Officer. A grievance by the Agency is considered filed when it is provided in writing to the Union President.

29.7 A grievance must be filed within twenty (20) workdays of the act or occurrence giving rise to the grievance, or twenty (20) workdays after the grievant knew or should have known of the act or occurrence giving rise to the grievance.

29.8 For purposes of counting workdays, the filer should begin counting the first workday after the act or occurrence giving rise to the grievance or the first workday after the grievant knew or should have known of the occurrence giving rise to the grievance.

29.9 If sent by e-mail, the employee should keep a copy of the sent e-mail as proof of timely filing. Employees may also send grievances by commercial overnight carrier or agency fax. Employees may use the GAO internal mail system, but the employee must self-certify grievances by signing and dating grievances filed in this manner. Hand delivered grievances must be received by the HCO receptionist by 5:00 p.m. Eastern Time. U.S. mail will not be used.

29.10 The Parties agree that the expeditious processing of grievances is beneficial to the Agency, Union, and employees of the bargaining unit. Extensions to any time frame in a grievance procedure may be granted by mutual agreement and will not be unreasonably denied. All requests must be in writing and state the reason for the request. The refusal to agree to an extension will not form the basis of any grievance under this agreement.

29.11 The grievance must be in writing using the form found in Appendix C to this Agreement. A grievance must contain the following information:

a) The name(s) of the grievant(s); if there are multiple employees involved, list the names of employees, or if the grievance concerns all the employees of a unit, list the name of the unit;

b) A description of the act or occurrence giving rise to the grievance, including the date that the grievant became aware of the act or occurrence, and information to describe the nature of the dispute;

c) If known, the grievant will reference the appropriate contractual provision, law, rule, or regulation alleged to have been misinterpreted, applied incorrectly, or violated;

d) A statement of the remedy sought;

e) Whether the employee intends to be represented by the Union; and,

f) If the Union is filing a grievance on behalf of an employee, it will name the representative and will reference the appropriate contractual provision, law, rule, or regulation alleged to have been misinterpreted, applied incorrectly, or violated.

29.13 An employee filing a grievance under this Article will be granted a reasonable amount of official time, normally up to two (2) hours, to prepare the initial filing of the grievance. Employees will be granted a reasonable amount of official time for preparation and attendance at each step of the grievance, including Alternative Dispute Resolution (ADR) and arbitration. The employee must make a request for official time in advance to the manager responsible for signing his or her time and attendance record. Consistent with mission requirements, requests will not be unreasonably denied.

29.14 An employee or group of employees have the right to present and process a grievance under this procedure on his, her, or their own behalf (self-representation) or be represented by the Union.

a) The scheduling of any meetings with an employee who has filed a grievance by self-representation will be by mutual agreement between the Agency and the employee.

When a grievance is filed through self-representation, the Agency will notify the Union of the grievance and will provide the Union with all grievance correspondence. The Union has the right to be present at any meetings that are held during the processing of a grievance presented by an employee or group of employees on his, her, or their own behalf. The Agency will notify the Union before such meetings occur. Whenever possible, notification will take place at a minimum of two (2) workdays prior to the meeting with the employee(s).

b) The scheduling of any meetings with the Agency concerning grievances filed by the Union or an employee represented by the Union will be by mutual agreement between the Agency and the Union.

If the employee(s) is represented by the Union, the Agency will serve any documents issued by the Agency concerning the grievance on the Union, which will then be responsible for delivering the documents to the employee(s).

29.15 If an employee who is not represented by the Union in the grievance procedure fails to attend the required first step meeting, the grievance may be dismissed by the Agency.

29.16 The first step (Step One) of the grievance procedure:

a) The grievance will be presented at the first step to the Managing Director (MD), or equivalent-level manager, who has the authority to provide the relief requested and shall be the first step deciding official. The MD may designate a Director as the first step deciding official if the Director has the authority to provide the relief requested.

b) The first step deciding official will meet with the employee and his or her representative, if any, within twelve (12) workdays of the filing of a grievance. At that meeting the employee and his or her representative, if any, will discuss with the first step deciding official the basis of the grievance and will

have an opportunity to present evidence in support of the grievance. Both Parties recognize the value and importance of the meeting to facilitate an understanding of the grievance and work toward resolution.

c) The first step deciding official will issue a written decision within ten (10) workdays after the meeting. If both Parties mutually agree not to hold a meeting, the first step deciding official will issue a written decision within fifteen (15) workdays after the grievance is filed. Normally a meeting will be held, however, if no meeting is held, the first step deciding official will issue a written decision within ten (10) workdays of the date by which the meeting should have been held.

d) In the event that the Agency fails to issue a decision by the time limits contained in this Article or in an extension agreed upon by the Parties to the grievance, the grievant is entitled to elevate the grievance to the next level. If the grievance is not elevated to the next step within the time frames set forth in the grievance procedure, the grievance will be terminated.

e) In the event that the grievant(s) is not satisfied with the decision of the Step One deciding official, the grievant(s) and/or the representative of the grievant(s) on his, her, or their behalf may appeal the decision in writing within ten (10) workdays of the delivery of the Step One grievance decision.

f) The appeal must be filed with the Chief Labor-Management Relations Officer. A second step (Step Two) appeal must include the provision(s) of the contract alleged to be violated, the basis for the second step appeal, and a statement of whether the grievant(s) requests (request) to have a Step Two meeting.

The second step (Step Two) of the grievance procedure:

a) The second step deciding official will be at least at the next level higher in the Agency chain of command.

b) Either Party can request a meeting at the second step. A grievant's request for the meeting will be contained in the second step grievance appeal. The Agency's request for a meeting must be made within three (3) workdays of receipt of the appeal. Such a meeting will be held by mutual agreement of the Parties. The Party receiving the request for the second step meeting will notify the requesting Party within three (3) workdays whether there is an agreement to the meeting. If a meeting is agreed to, it will take place within seven (7) workdays of the agreement to meet. At that meeting the employee and his or her representative, if any, will discuss with the second step deciding official the basis of the grievance and will have an opportunity to present evidence in support of the grievance. Both Parties will work toward resolution of the grievance.

c) The second step deciding official will issue a written decision within ten (10) workdays after the meeting. If there is no meeting, the second step deciding official will issue a written decision within fifteen (15) workdays after the grievance is appealed at the second step.

d) In the event that the Agency fails to issue a decision by the time limits contained in this Article or in an extension agreed upon by the Parties to the grievance, the grievant is entitled to elevate the grievance to the next level. If the grievance is not elevated to the next step within the time frames set forth in the grievance procedure, the grievance will be terminated.

e) If the Union disagrees with the final grievance decision, it may refer the grievance to binding arbitration in accordance with Article 30, Arbitration. Bargaining unit employees are not able to invoke arbitration.

29.17 Where two (2) or more employees file individual grievances involving the same facts and the same issues arising out of the same incident, and all grievants request the same relief, the Union or Agency may request that the grievances be consolidated and, upon mutual consent, the grievances will be processed together through the procedures set forth in this Article.

29.18 In lieu of the step-by-step procedure set out in this Article, the Union may submit a written grievance to the Agency when it alleges that the Agency has violated terms and conditions specifically granted to the Union by statute, regulation, or under this Agreement. The only union official who can submit a grievance for the Union under this section is the Union President. Such a grievance must be submitted in writing to the Chief Labor-Management Relations Officer, within twenty (20) workdays after the occurrence of the act which gave rise to the grievance or twenty (20) workdays after the Union became aware of the action. Upon receipt of the grievance, union and agency representatives (no more than three (3) representatives for each Party unless mutually agreed otherwise) shall meet within twenty (20) workdays to discuss the grievance. A written decision will be issued to the Union within twenty (20) workdays after the meeting. If the grievance is not settled by this method, or if the Union is not satisfied with the decision, it may appeal the decision to arbitration in accordance with the provisions of Article 30, Arbitration. Such appeal will be made within twenty (20) workdays after receipt of the written decision.

29.19 When agency grievances arise, they will be submitted in writing to the Union's president. The only management official who can submit a grievance for the Agency under this section is the Chief Labor-Management Relations Officer. Such a grievance must be submitted in writing within twenty (20) workdays after the occurrence of the act which gave rise to the grievance or twenty (20) workdays after the Agency became aware of the action. The agency official who filed the grievance, or designee, will meet within twenty (20) workdays with the Union President or designee (no more than three (3) representatives for each Party unless mutually agreed otherwise) to assure that all pertinent facts are made available. The Union will provide a written decision to the Agency within twenty (20) workdays after the date of the meeting. If the grievance is not settled by this method, the matter may be referred to arbitration by the Agency in accordance with the provisions of Article 30, Arbitration. Such appeal will be made within twenty (20) workdays after receipt of the written decision.

29.20 At any step of the grievance procedure, the Agency and the Union may mutually agree to use an ADR process to attempt to resolve the grievance.

This agreement will include a tolling of the grievance time periods while the Parties are engaged in the ADR process and timeframes for the completion of the ADR process.

29.21 If an employee is required by the Agency to travel to a location other than his or her duty station to participate in a grievance meeting at the request of the Agency, he or she will be reimbursed for travel expenses in accordance with federal travel regulations and this will be done on duty time.

ARTICLE 30
ARBITRATION

30.1 The arbitration procedures contained in this Article are the vehicle for resolving grievances that were not resolved using the grievance procedure in Article 29. The arbitration provisions of this Agreement apply to grievances filed on or after the effective date of this Agreement. Only the Union may invoke arbitration over grievances filed by, or on behalf of, bargaining unit employees. Consistent with 5 U.S.C. 7121(b)(1)(C)(iii), employees have no right to invoke arbitration.

30.2 The Agency and the Union shall each have the right to invoke arbitration within fifteen (15) workdays after a Step Two decision has been issued under the applicable section of the negotiated grievance procedure.

30.3 In the event that a party has failed to provide a second step decision on a grievance as required, the Agency and the Union shall each have the right to invoke arbitration within fifteen (15) workdays from the date the decision should have been issued under Step Two of the grievance procedure.

30.4 If a party fails to provide a decision at Step Two, the grievant may provide additional related information and/or issues during arbitration and the other party may not object to these issues being raised. However, the party that failed to provide a decision is not precluded from responding to these additional issues during arbitration.

30.5 The Union may invoke arbitration by notifying the Agency in writing of its decision to seek arbitration, including identifying the designated representative. Notice will be made to the Director, Workforce Relations (with a copy to the Managing Associate General Counsel, Legal Services). The Agency will notify the Union of its designated representative within three (3) workdays.

30.6 The Agency may invoke arbitration by notifying the Union in writing of its decision to seek arbitration, including identifying the designated representative. Notice will be made to the Union President (with a copy to the Vice President for Grievance and Dispute Resolution). The Union will notify the Agency of its designated representative within three (3) workdays.

30.7 Within five (5) workdays from the date of the Notice of Arbitration, the Party requesting arbitration will request that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) impartial persons to act as arbitrators. A copy of such a request will be provided to the opposing Party. The requesting Party will pay any fees for the list.

30.8 The Parties will meet within five (5) workdays after receipt of such a list to select an arbitrator. If the Parties mutually agree that a request for an additional list of arbitrators is appropriate, the Parties will jointly request a new list from FMCS. The Parties will share the cost.

If the Parties cannot agree upon one (1) of the listed arbitrators, each side will strike one (1) name from the list in turn. The name remaining after each side has

struck three (3) names will be the selected arbitrator. The Party to make the first strike will be determined by the toss of a coin.

30.9 Scheduling:

a) Once an arbitrator has been selected, the Party invoking arbitration shall contact the arbitrator within five (5) workdays and request the arbitrator's availability.

b) The Parties shall have a conference call with the Arbitrator as soon as the Arbitrator is available. The Parties agree to cooperate in good faith in the scheduling of arbitration dates.

c) It is preferred that grievance arbitrations will be held in the date order that they are invoked. However, there may be circumstances such as a specific arbitrator's availability to hear a case, the complexity of a case, or a mutual agreement to reschedule the date for a hearing that may modify the date order. If there are multiple grievances where arbitration has been invoked and no hearings have been scheduled for arbitration, the Parties agree that hearings will be scheduled in the date order that they are invoked.

d) In the event that the Parties reach a settlement prior to a hearing, the hearing shall not be canceled until the settlement agreement is signed.

e) The Parties may mutually agree to consolidate grievances containing substantially common issues of law or fact. The Parties will endeavor to accomplish any mutually agreed upon consolidation five (5) days after a grievance has been referred to arbitration.

f) The following procedure applies to grievances pending as of the date of the execution of this agreement:

1) For those grievances currently being processed through the grievance procedure, the previous grievance procedure will continue to apply. However, the arbitration procedures, commencing with the procedures established for invoking arbitration, set forth in this agreement will be used if arbitration is desired.

30.10 The arbitrator has the authority to make all grievability and/or arbitrability determinations. The arbitrator shall make decisions as to the arbitrability of a grievance before addressing the merits of the case.

30.11 The Agency and the Union will meet and attempt to stipulate as to the issue(s) to be submitted to the arbitrator. The jointly agreed upon stipulation will be provided to the arbitrator as required by the arbitrator. If the Parties cannot agree, they will each submit to the arbitrator the issue(s) they believe should be decided by the arbitrator and furnish a copy of the submission to the other Party as required by the arbitrator.

30.12 All arbitrations will be held in the GAO Headquarters building with arbitrators from the Washington, D.C. metropolitan area unless the Parties mutually agree

otherwise in the interest of minimizing costs for grievances arising in a Field Office or otherwise in the interests of both the Agency and the Union.

30.13 The Parties shall exchange the following items at least ten (10) workdays prior to the first date of the hearing:

a) Potential witness lists; and

b) Copies of documents proposed to be offered into evidence.

30.14 Any arbitration hearing related to an individual employee shall not be open to the public or the press unless mutually agreed to by both Parties.

30.15 Attendance at the hearing shall be limited to grievants and those individuals serving as representatives, technical representatives, or witnesses unless mutually agreed on by both Parties or permitted by the arbitrator. Under normal circumstances, an individual who is serving as a representative on a case should not serve as a witness at the hearing on that case. Under normal circumstances, an individual who has served as a witness at a hearing on a case should not later serve as a representative on that same case.

30.16 The arbitrator shall not have authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator will have the authority to make an aggrieved employee whole, or to issue any other remedy, to the extent such remedy is consistent with controlling law, rule, and regulation.

30.17 Both Parties agree to request that the arbitrator's decision shall be mailed to them no later than ninety (90) calendar days after the conclusion of the hearing.

The Parties will share equally in all costs of binding arbitration with the following exceptions:

a) Each Party will pay the cost of any transcript for its exclusive use. If the Parties mutually agree to request a transcript, the cost will be borne equally. Additionally, if both Parties request a transcript, the Parties will share the cost of a transcript for the arbitrator. If both Parties do not request a transcript, then no transcript will be provided to the arbitrator.

b) Costs incurred due to cancellation or rescheduling of the arbitration will be borne by the Party requesting the cancellation or rescheduling, unless mutually agreed otherwise by the Parties.

c) Consistent with minimizing costs for grievances, the Parties will cooperate and encourage testimony of witnesses not located in the arbitration location via VTC to the extent possible. If it is determined that testimony via VTC is not satisfactory, each Party will bear the costs of calling its own witnesses.

d) The Agency will pay those travel expenses authorized by regulation, so that the grievant may attend up to four (4) days of the hearing at the Agency's expense. Any additional expenses for the grievant's travel will be borne equally by the Union and the Agency.

30.18 Once either Party invokes its right to arbitrate, the Parties may mutually agree that grievances may be submitted to an arbitrator using an expedited arbitration process. Matters which may be subject to expedited arbitration include, but are not limited to, the following:

a) Denial of leave requests;

b) Dues withholding;

c) Denial of telework requests; and

d) Any other matter by mutual agreement of the Parties.

The Parties may mutually agree that grievances containing similar issues should be subject to expedited arbitration which can be heard one after another by the arbitrator or grouped together to all be heard at once.

The following expedited arbitration procedures will apply:

a) The request for expedited arbitration will be made within seven (7) workdays after receipt of the final decision in the grievance procedure. If no final decision has been issued, the request will be made within seven (7) workdays from the date such decision should have been issued. If not mutually agreed to, then the arbitration procedures under this Article remain in effect.

b) The arbitrator will be selected in the same manner as provided for in this Article. An arbitrator unable to hear an expedited arbitration case within twenty (20) workdays will be deemed unavailable and the Parties will select another arbitrator.

c) The hearing will be conducted as soon as possible. The Parties may arrange for a pre-hearing conference with or without the arbitrator to consider means of expediting the hearing.

d) No transcript may be prepared.

e) Disputes submitted under the expedited arbitration procedure shall not contain issues alleging prohibited personnel practices or involve questions of bargaining history. All decisions rendered under this procedure shall be non-precedential.

f) The arbitrator will issue a bench decision, if possible. If not, he or she will issue a brief written decision within ten (10) workdays of the close of the hearing.

ARTICLE 31
ALTERNATIVE DISPUTE RESOLUTION

31.1 The Parties acknowledge the value of alternative dispute resolution processes (ADR) in solving workplace disputes. The Parties agree to develop an ADR Pilot Program using ADR processes. The Parties agree to review this pilot program eighteen (18) months after the revised Grievance and Arbitration processes are implemented. Unless the Parties agree the ADR process has final decision making authority, it is understood that any applicable time limits in a dispute process under this Agreement may be, by mutual consent, tolled (suspended) pending completion of the ADR process.

ARTICLE 32
DISCIPLINARY AND ADVERSE ACTIONS

32.1 This Article contains procedures for the Agency to follow when taking disciplinary or adverse actions against employees. The Agency may take disciplinary or adverse actions against an employee only for such cause as will promote the efficiency of the service.

32.2 The Parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than to punish. However, each situation warranting discipline must be evaluated individually and, in instances involving serious offenses, progressive discipline may not be appropriate.

32.3 In general, probationary employees are not subject to the disciplinary and adverse action procedures under this Article and have no appeal rights except with respect to political affiliation, marital status, all Title 7 EEO protections, or as otherwise provided by law.

32.4 Definitions

a) An admonishment is a warning to an employee by a manager concerning the employee's behavior. It may be oral or written. It may also be called a warning or caution, and it is not reflected in the employee's official personnel folder and is not a disciplinary action.

b) An adverse action is the personnel action of removal; reduction in grade, band, or pay; indefinite suspensions or suspension for more than fourteen (14) days; or furloughs for thirty (30) days or less against an employee for such cause as will promote the efficiency of the service. Not all adverse actions are for disciplinary purposes.

c) A band is a level of classification under the Agency’s pay-for-performance system.

d) A disciplinary action is a written reprimand or suspension for fourteen (14) days or less.

e) A furlough occurs when an employee is placed in a temporary non-duty, non-pay status for non-disciplinary reasons.

f) A grade is a rank of positions under the General Schedule.

g) An indefinite suspension is the placement of an employee, for disciplinary reasons, in a temporary status without duties and pay. The indefinite suspension is of unspecified length and ends when conditions set forth in a proposal notice have been met.

h) A reduction in pay is the involuntary reduction of an employee’s basic pay.

i) A removal is the involuntary separation of an employee based on misconduct or performance.

j) A reprimand is a written disciplinary action against an employee. A reprimand is placed in the employee's official personnel folder for a period of at least one (1) year but not more than three (3) years.

k) A suspension is the placement of an employee, for disciplinary reasons, in a temporary status without duties and pay.

32.5 In determining the appropriate disciplinary penalty to propose or deciding what penalty to impose in response to the incident or act, the Agency will be guided by the GAO's table of penalties. Decisions concerning the imposition of penalties are within the sole discretion of the responsible agency official and should be made on a case-by-case basis taking into consideration all relevant facts and any mitigating or aggravating factors, including but not limited to the following factors. It is understood that all factors do not apply in all situations:

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, technical, or 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 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 the Agency 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 offenses;

g) Consistency of the penalty with the Agency's guide for disciplinary offenses and 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 tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others (including managers and supervisors) involved in the matter; and

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

32.6 The Agency and the Union support the use of alternative approaches to traditional disciplinary actions in certain circumstances. However, alternative discipline will be used only when agreed upon as appropriate by the Agency and the employee. Alternative discipline provides the opportunity to address employee misconduct in a more positive manner by offering employees options to traditional discipline.

Examples include: leave without pay in lieu of formal suspension action, suspension held in abeyance, last chance agreement, donation of annual leave to a leave transfer recipient, paper suspension, weekend suspension, permanent reprimand, a formal apology, counseling, or training classes such as anger management.

32.7 The alternative discipline agreement will be maintained by the Agency in a manner that is consistent with the retention requirements of the underlying action. The alternative discipline agreement will not be placed in the employee's OPF. Failure to complete the alternative discipline will result in the imposition of the original penalty. Alternative discipline may be relied upon when applying the concept of progressive discipline.

32.8 Managers are encouraged to initially use counseling to correct employee behavior which violates agency rules. An employee may be issued a written admonishment or a letter of warning/caution in circumstances where the employee has not responded to oral counseling or in a situation where the employee's conduct warrants an increased level of correction. If an employee receives an oral or written admonishment, warning, or caution, the employee has a right to submit a response to the manager. Based on the seriousness of the offense, the Agency may begin the disciplinary process at any level.

32.9 The employee shall be provided with the evidence, including documents contained in the Agency's disciplinary files, relied upon in taking a disciplinary or adverse action.

32.10 Letters of reprimand shall cite the specific acts for which the employee is reprimanded and shall include a warning that repetition of the offense may lead to a recommendation for more severe disciplinary action. Additionally, employees will be warned that other unrelated misconduct may also lead to a recommendation for more severe disciplinary action. The letter shall inform the employee that the reprimand may be grieved through the negotiated grievance procedure, the number of days to file a grievance, that a copy of the letter will be filed in the employee's official personnel folder for a period of at least one (1) year but not more than three (3) years, and that the employee can request, after one (1) year, that the letter be removed from the official personnel folder.

32.11 Suspension as a disciplinary action is proposed when it is believed that the employee may be worthy of retention in the service but action more severe than a letter of reprimand is required. It is mandatory to impose a disciplinary suspension in certain situations prescribed by law.

32.12 An employee may be indefinitely suspended pending an initial adjudication in the judicial process if the employee has been arrested or indicted, it is determined that there is reasonable cause to believe that a crime has been committed, and the alleged misconduct that led to the arrest or indictment bears a sufficient relationship to the employee's duties to warrant the action as promoting the efficiency of the service. If the employee pleads guilty or is convicted, the Agency may proceed with appropriate disciplinary action on the basis of the misconduct that led to the conviction without returning the employee to duty from the indefinite suspension.

32.13 Reduction in grade, band, or pay as a disciplinary action may be proposed when action more severe than a suspension is required, but it is believed that the employee may be worthy of retention in the service. In appropriate circumstances, the reduction in grade or band may include placement in a different series.

32.14 A removal for misconduct is proposed when other less severe disciplinary actions have been taken and have failed to correct the problem or when a single offense is so serious as to warrant removal. Removals based upon performance are described in Article 28, Performance Management.

32.15 When a suspension of fourteen (14) calendar days or less is proposed, the following procedures will apply, except for suspensions concerning national security matters or those initiated by the PAB:

a) The employee will be given written notice of the proposed disciplinary action. In this notice the employee will be informed that the action will be taken no less than fifteen (15) workdays from the date the proposal letter is served on the employee. This notice will specifically state why the suspension is being proposed, the employee's right to reply, the time limits for the reply, and that the employee may ask for an extension. The Agency will provide to the employee a copy of any information relied upon to support the proposed action. This provision in no way limits the Union's right to additional information under 5 U.S.C. 7114 or any other applicable law, rule, or regulation.

b) Within ten (10) workdays of the date the proposal letter is served on the employee, unless extended by mutual agreement, an employee has the right to submit a written response and/or request a date to make an oral response. If an oral response is requested, a written response may be submitted no later than the date of the oral response meeting. An employee has a right to a representative in the oral response meeting. Prior to the expiration of the ten (10) workdays or the date of the oral response meeting, the employee shall have a reasonable amount of duty time, normally up to four (4) hours, but more time may be reasonable based on the complexity of the case, to prepare the oral and/or written response.

c) If the employee elects to make an oral response, the oral response will be made to the deciding official in person, unless agreed otherwise. Normally, the deciding official is at a higher management level than the official who issued the notice of proposed suspension. Employees may use agency VTC

resources to provide an oral response. The time spent presenting the oral response will be considered duty time. Employees may request that the Agency pay all travel and per diem expenses for the purpose of making an oral response in person. At their own expense, employees may use the government travel system for the purposes of making an oral response. In such circumstances, any time used by the employee, other than the actual oral response, will not be considered duty time. The Agency will authorize annual leave, accrued credit hours, or accrued compensatory time for this purpose.

d) The final decision letter will be issued prior to the effective date of the suspension, and shall contain the specific reasons for the decision and the dates of the suspension. The final decision will also address any relevant legal or factual disputes raised by the employee's written response and will contain a statement of the employee's right to file a grievance under the negotiated grievance procedure and the number of days in which to file the grievance.

e) When filing a grievance concerning a disciplinary action under this Article, the grievance will be filed at Step Two of the negotiated grievance procedure.

32.16 When an adverse action is proposed, the following procedures will apply, except for suspensions or removals concerning national security matters or suspensions initiated by the PAB:

a) The employee will be given written notice of the proposed adverse action. Unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, in this notice the employee will be informed that the action will be taken no less than thirty (30) calendar days from the date the proposal letter is served on the employee. It will also specifically state why the adverse action is being proposed, the employee's right to reply, the time limits for the reply, and that the employee may ask for an extension. The Agency will provide to the employee a copy of any information relied upon to support the proposed action. This provision in no way limits the Union's right to additional information under 5 U.S.C. 7114 or any other applicable law, rule, or regulation.

b) Within ten (10) workdays of the date the proposal letter is served on the employee, unless extended by mutual agreement, an employee has the right to submit a written response and/or request a date to make an oral response. If an oral response is requested, a written response may be submitted no later than the date of the oral response meeting. An employee has a right to a representative in the oral response meeting. Prior to the expiration of the ten (10) workdays or the date of the oral response meeting, the employee shall have a reasonable amount of duty time, normally up to four (4) hours, but more time may be reasonable based on the complexity of the case, to prepare the oral and/or written response.

c) If the employee elects to make an oral response, the oral response will be made to the deciding official in person, unless agreed otherwise. Normally,

the deciding official is at a higher management level than the official who issued the notice of proposed adverse action. Employees may use agency VTC resources to provide an oral response. The time spent presenting the oral response will be considered duty time. Employees may request that the Agency pay all travel and per diem expenses for the purpose of making an oral response in person. At their own expense, employees may use the government travel system for the purposes of making an oral response. In such circumstances, any time used by the employee, other than the actual oral response, will not be considered duty time. The Agency will authorize annual leave, accrued credit hours, or accrued compensatory time for this purpose.

An employee may elect to have an in-person oral reply meeting with the deciding official in the event of a proposed removal. Any travel required of the employee will be at the Agency expense and on duty time.

d) Normally, the final decision letter will be issued prior to the effective date of the adverse action. The final decision letter shall contain the Agency's specific reasons for the decision and the dates of the adverse action. The final decision will also address any relevant legal or factual disputes raised by the employee's written and/or oral response and will contain a statement of the employee's right to file a grievance or appeal an adverse decision to the PAB or pursue arbitration through the Union.

e) If the Union elects to pursue arbitration, notice to invoke arbitration must be served upon the Agency in accordance with Article 30, Arbitration.

32.17 In circumstances where an employee is represented by the Union in a disciplinary action, the union representative must be present when the employee is given the final decision on the disciplinary action unless the union representative has waived the right to be present.

32.18 If an employee is required by the Agency to travel to a location other than his or her duty station to participate in an oral hearing or other process at the request of the Agency, he or she will be reimbursed for travel expenses in accordance with federal travel regulations and this will be done on duty time.

ARTICLE 33
FITNESS FOR DUTY EXAMINATIONS

33.1 The Agency may order an employee to undergo a fitness for duty examination only in accordance with applicable federal laws and regulations; this would include when the Agency has questions about the employee's ability to carry out the duties of his or her position.

33.2 Except in emergency situations, an employee is entitled to five (5) workdays advance written notice that he or she is to take a fitness for duty examination. The notice shall set forth the reasons for the examination, the general scope and character of the examination, and the consequences of the failure to cooperate. Should the employee fail to cooperate or if he or she disagrees with any action taken as a result of the medical determination, the employee has a right to file a grievance under the terms of this Agreement.

33.3 The Agency will pay for all costs associated with fitness for duty examinations ordered or offered in accordance with applicable federal laws and regulations. If the employee and the Agency agree, the fitness for duty examination may be conducted by a private physician of the employee's choice in lieu of the agency-ordered physician. If the employee's private physician is used, the employee is responsible for the cost of the examination. The employee will be allowed administrative leave for these purposes. If there is no joint agreement on a physician, in addition to the examination conducted by the agency-ordered physician, the employee has the right—at his or her own cost and on his or her own time—to have an examination by their own physician.

33.4 When the Agency requires or offers a fitness for duty examination or requests medical documentation, the employee shall be informed in writing of his or her right to submit medical information from his or her own physician or practitioner, and the Agency's obligation to consider such information.

ARTICLE 34
DEBT COLLECTIONS/OVERPAYMENTS

34.1 In accordance with the Debt Collection Improvement Act of 1996 (DCIA), in circumstances where the Agency seeks to collect a debt from an employee as a result of an overpayment by the Agency or for other lawful reasons, the employee will receive information in writing containing an explanation of the reason for the collection of the debt and contact information for a person who may be contacted regarding the collection. The written information will also contain information on alternative payment arrangement options available to employees.

ARTICLE 35
RELOCATIONS AND RENOVATIONS

35.1 The Agency will solicit and consider Union input when considering and planning office relocations and renovations in advance of any final decisions. As part of this process, the Agency and the Union will discuss employee space allocations, space design, and floor plans based on the space available under the lease. In planning relocations and renovations, the Agency will consider commuting needs of employees and agency target criteria for allocating workspace. The Union will be permitted to provide input into the site selection for an office relocation based upon the sites made available by the General Services Administration. Upon request, the Union shall be provided with a "walk-through" of the proposed site prior to occupancy.

35.2 The Agency and the Union share concerns about the health and safety of employees in relocations and in circumstances where renovations are taking place and employees will be working in proximity to the renovation work. With respect to employees working near any construction in an agency office, the Agency will share all available information with the Union concerning hazardous materials and construction impact that may exist in or near the work area and plans for mitigation prior to commencement of work for the purposes of allowing employees to make decisions about work arrangements.

35.3 Arrangements for employees whose workspaces are adjacent to and/or affected by space under renovation or construction will include alternative workspace arrangements and telework or combinations of the two, as appropriate. No one will be required to telework. During the renovation, the alternative workspace provided, to the extent available, will be comparable to the space the employee previously occupied. The Agency will notify staff affected by a construction phase of alternate workspace arrangements or telework arrangements at least one week in advance.

35.4 The Union and the Agency will work to accommodate the needs of employees to have workspace and the Agency to accomplish its mission. To the extent available and necessary for official purposes, the Agency will provide cell phones to any staff in alternate workspace that does not have an available phone for each person working in that space or at an alternate work site that does not have an available phone. The Agency will ensure that at least one ad-hoc meeting room space, as needed, is available throughout each phase of the renovation. The Agency will provide for the availability of a reasonably accessible lactation space as needed that does not require another employee to be displaced for the period of time needed for lactation.

35.5 Staff who are teleworking due to renovations or temporary relocations shall be permitted to incur and be reimbursed for reasonable expenses required for official business. This may include definable and measurable expenses such as printing and faxing documents, as well as for other incidental and reasonable work expenses.

35.6 During a renovation or relocation the Union and the Agency will hold regularly scheduled status updates to facilitate resolution of any construction related issues that may arise during renovation. The form of the updates and scheduling will be mutually agreed upon by the designated union representative and the Agency at the beginning of the project. If there will be significant delays in the construction schedule the Union will be notified as soon as practicable.

35.7 During the collaborative process, either Party may request any agreement reached be documented in writing. In the event the Parties are not able to reach agreement during the collaborative process set forth in this Article, it is understood that either Party may request formal negotiations in accordance with the Mid-Term Bargaining Article.

35.8 If, due to operational exigency, the Agency has to move or occupy the space prior to concluding the collaborative process or formal negotiations, the Parties will continue to work together and apply any agreements reached retroactively as appropriate.

ARTICLE 36
REORGANIZATION AND REALIGNMENTS

36.1 For the purpose of this agreement, reorganization and realignment is defined as the elimination, addition or redistribution of functions or duties of the Agency that does not result in a reduction in force or transfer of function.

36.2 The Agency will notify the Union of impending reorganizations and realignments. This notice will provide the Union the opportunity to obtain information and to provide input into the Agency's consideration of the reorganization and/or realignment. If consultations prior to a final implementation decision do not resolve the matter, the Agency will discuss with the Union the next steps. The next steps may include an expedited bargaining process as agreed to by the Parties. Once the reorganization and/or realignment is ready to be implemented, the Agency will provide the Union notice of the implementation and opportunity to bargain consistent with law.

36.3 The Union will be provided information such as:

a) The purpose of the reorganization;

b) Bargaining unit positions added, deleted, changed, or geographical transfers as well as additions or reductions of support personnel; and

c) Draft plans and organizational charts and numbers of employees involved.

ARTICLE 37
REDUCTION IN FORCE

37.1 The Agency and the Union recognize that a Reduction in Force (RIF) can seriously and adversely affect the employees and the Agency and when practicable should be used only as a last resort.

37.2 The Agency will solicit and consider Union input when planning a potential RIF action as soon as practicable in advance of any final decision and notification to employees. The discussion between the Parties will include possible alternatives or ways to reduce the impact of the RIF for the Agency's consideration. It is acknowledged that such discussions must be undertaken expeditiously and are not a replacement for bargaining over the adverse effects on employees from the RIF, including such issues as retraining and placement.

37.3 The input described in this Article will be solicited prior to notice of a final decision to conduct a RIF. The Union will receive written notice of a final decision to conduct a RIF thirty (30) days before the issuance of the first RIF notice. The notice will include the reason for the RIF, approximate number and types of positions, geographic location, and anticipated effective date of the actions.

37.4 At the time that any employee in the bargaining unit is provided with an individual RIF notice, the Union will be provided a copy of the complete retention registers for all competitive levels impacted by the RIF.

37.5 Employees who are separated as a result of a RIF are eligible for priority placement agency-wide for a period not to exceed two (2) years if the employee applies for a vacant position for which he or she is qualified. Any selected employee under this section is responsible for any expenses related to relocation.

ARTICLE 38
TEMPORARY EMPLOYEES

38.1 When the Agency decides to use temporary employees to supplement the work of bargaining unit employees, the Agency will make best efforts to notify the Union. The Agency will provide the Union an opportunity to discuss the need for the temporary employees and bargain to the extent there is an adverse effect on bargaining unit employees from the use of the temporary employees, consistent with law. If the Union becomes aware of the use of temporary employees not known to the Workforce Relations Director, it will notify the Director to begin discussions or bargaining, as appropriate.

ARTICLE 39
LABOR-MANAGEMENT MEETINGS AND COMMUNICATION

39.1 The Agency and the Union agree that effective and productive communication is essential to a successful relationship between the Agency and the Union. To further this communication the Parties agree to the following:

a) Quarterly Labor-Management Meetings.

The purpose of these meetings is to discuss matters of interest to the Agency and the Union, to share information concerning issues that relate to employees of the organization, and to provide a means for high-level input into agency initiatives. Normally the Parties will meet on a quarterly basis or as otherwise agreed by the participants. The participants at these meetings will include union officials, members of the Executive Committee, other senior management as appropriate, and staff that support labor relations in the Agency.

b) Regular Labor-Management Meetings.

The purpose of these meetings is for the Workforce Relations staff and union officials to discuss day-to-day concerns regarding employee matters and conditions of employment. Normally these meetings will take place on a weekly basis or as otherwise agreed by the participants. The Parties are not precluded from scheduling other meetings as may be necessary.

39.2 The Agency and Union support communication between managers and union representatives at all levels in the organization. This communication should work toward resolving workplace issues at the lowest level possible.

39.3 Joint Labor-Management Health and Safety Committee

The principal purpose of the Joint Labor-Management Health and Safety Committee shall be to consult and provide policy advice on, and monitor the performance of, GAO's Occupational Safety and Health Program. In addition, this committee will promote employee education and advise GAO on its Employee Assistance Program, the Health Unit, health, fitness, and other wellness matters.

Each Party will designate four (4) initial committee members. The Parties agree that the number of committee members may change, but the representation will remain equal. The union representatives on the committee shall meet on official time. The Parties also agree that Field Office interests will be represented on the committee. The committee will have joint co-chairs from the Union and the Agency. The Union and the Agency agree that the committee will meet at least twice each contract year. The committee will establish its processes for meetings, including the taking of minutes and other operations.

All members of the committee shall have access to copies of pertinent publications, and shall receive copies of relevant and necessary material, as determined by the Agency, for the proper functioning of the committee.

Committee members will be provided aggregate information about work performed by the Employee Assistance Program.

The Joint Labor-Management Health and Safety Committee is an integral part of the Occupational Safety and Health Program, and helps ensure its effective implementation. The committee shall, except where prohibited by law or Office of Compliance regulations:

a) Monitor and assist the Occupational Safety and Health Program and make recommendations to the Agency on the operation of the program;

b) Monitor findings and reports of all occupational safety and health workplace inspections to confirm that appropriate corrective measures are implemented;

c) When requested by the Agency, or when the committee deems it necessary for effective monitoring of occupational safety and health inspection procedures, participate in inspections of the Agency. The Union reserves its right, independent of the committee, to participate in occupational safety and health inspections and related meetings as it deems appropriate;

d) Review internal and external evaluation reports and provide input and/or make recommendations concerning the GAO Occupational Safety and Health Program. The Health and Safety Committee may request information which is available related to environmental and facilities complaints.

e) Review and recommend changes, as appropriate, to procedures for handling occupational safety and health suggestions and recommendations from employees;

f) When requested by the Agency, or when the committee deems it necessary, comment on occupational safety and health standards proposed to be used by the Agency;

g) Monitor and recommend changes, as required, in the level of resources allocated and spent on the GAO Occupational Safety and Health Program; and

h) Review agency responses to reports of hazardous conditions, Occupational Safety and Health Program deficiencies, and allegations of reprisals related to such conditions or deficiencies, excluding sensitive personal information as appropriate.

39.4 The Joint Labor-Management Health and Safety Committee will promote employee education and advise GAO on its Employee Assistance Program, the Health Unit, health, fitness, and other wellness matters by, among other things:

a) Reviewing and providing input on these programs, including changes to these programs, and monitoring their usage, demand and customer satisfaction; and

b) Where appropriate, making recommendations on the scope of any programs under the purview of the committee prior to contract renewal.

Establishment of this committee does not constitute a waiver of any statutory rights by either the Agency or the Union, including their collective bargaining rights as presented in this Agreement.

ARTICLE 40
UNION USE OF AGENCY FACILITIES

40.1 To conduct representational activities, union representatives may use GAO telephones, the Internet, photocopying, e-mail, facsimile services, and other communication devices that are routinely used by employees.

40.2 The Union President or designee may make reasonable use of GAO's video teleconference (VTC) services, electronic bulletin board, and electronic notice system (GAO notices) for representational activities only, with advance notice and approval from the Chief Labor-Management Relations Officer or his or her designee.

40.3 In the Field Offices union information may be placed on dedicated space approximately equivalent to 2.5 ft. by 3.5 ft. on the public bulletin boards.

There will be a dedicated bulletin board in Headquarters (approximately 2.5 ft. by 3.5 ft.) for the Union's use in the employee cafeteria. The Union has the right to use other bulletin boards in the same manner as any other organization.

40.4 The Union shall be entitled to place easels in agreed locations with information concerning representational activities on the following basis:

a) For union elections—placed three (3) days before and during the election vote.

b) For union ratification votes—placed for the period of the ratification vote.

c) For other purposes as mutually agreed to by the Parties.

The placing of easels shall be subject to prior approval as provided in Article 40.2. If the practice with respect to the placement of easels changes to allow more frequent use of easels, the Union will be allowed parity with respect to use of easels consistent with other employee groups.

40.5 The Agency will allow union representatives to use GAO's travel system to acquire transportation and lodging for union-related travel that is not reimbursed by the Agency provided that such travel arrangements are made through the GAO travel management system.

40.6 The Agency will provide a link on the Agency's intranet home page's main screen to the Union's website, http://www.gaoanalysts.org. There will also be a link to the Union's website on the intranet webpages that describe the Agency's organizations and new employee resources. There will be a link on the grievance and resources webpage to the Union negotiated grievance procedure.

40.7 The Union will be recognized as the exclusive representative of certain employees on the GAO external website that discusses the agency workforce.

40.8 The Union will be notified of all employee orientation sessions and placed on the agenda. The Union will be provided adequate time, usually just before a break in a session. This time will be used by the Union to introduce the employees to their exclusive representative, which may be done through an oral presentation and/or the provision of materials. It is understood the time will not be used to solicit membership.

40.9 The Union has the right to reserve meeting space using the current agency meeting room booking system. Generally, such use must be for representational purposes. If meeting space is used for internal union business, the meetings must be conducted during non-duty hours (including during a lunch or on the employee's own time). The Agency may rescind approval for the Union's use of meeting space due to operational exigency.

40.10 When the Union has a need for temporary parking for special events, the Union will contact Workforce Relations for assistance in obtaining a permit.

40.11 The Agency agrees that it will not monitor the content of communications of individual union representatives, unless it is required for security purposes, or other purposes generally applicable to all agency employees.

40.12 The Parties have agreed that the Agency will provide the Union with an office, a meeting room, and a closet. The Parties agree that the Union will be provided the following equipment and facilities: computer, locked file cabinet storage, Internet access, access to the Agency's document management system, printer, telephones, fax capability, door plates, and a small table and chairs. Field Office union representatives will be provided lockable storage cabinets. Upon request, the Agency will install Union supplied equipment such as hardware, software, and framed materials, including appropriate signage.

ARTICLE 41
OFFICIAL TIME

41.1 Notice of Representatives

a) The Union agrees to notify the Agency of all persons designated as union leaders or officers, stewards, or assembly delegates, and to provide ongoing notice of any changes or modifications to the incumbents of these positions. Notification will be provided to the Agency's Workforce Relations Center in writing via e-mail within a reasonable period following the designation or change.

b) The Agency agrees to notify the Union of all staff employed in the Workforce Relations Center and any other employee whose primary responsibility is for labor relations and to provide notification of any changes to the incumbents of these positions. Notification will be provided to the Union President or his or her designee in writing via e-mail within a reasonable period of time.

41.2 For purposes of this agreement, the term "official time" shall include the purposes set forth in 5 U.S.C. 7131, as well as any other representational activities for which official time may legally be allowed.

41.3 The total amount of official time that may be used by the Union (i.e., union officers, assembly delegates, or union officers' designees) in the discharge of their responsibilities is 8,500 hours per calendar year. The Union may designate two (2) union officers to receive up to 75% of their time as official time on an annual basis. All other officers or designees normally may spend up to 50% of their time per pay period and assembly delegates may normally spend up to 10% of their time per pay period in an official time status. Union representatives' time spent in preparation for, or attendance at, arbitration and other similar appeal proceedings will not be counted against the official time cap per pay period but will be counted against the official time bank. Time spent in attendance at meetings and hearings at the request of members of Congress and PAB labor proceedings shall not be counted against the official time bank or the official time cap per pay period.

Grievants and witnesses shall be granted official time for attendance at arbitration and other similar appeal proceedings under this Agreement and shall be provided reasonable official time for preparation for such proceedings. These employees shall follow the procedures under this Article for the request and approval of official time. The time used under this Article for grievants and witnesses will not count against the Union's official time bank.

41.4 The Union will manage its use of official time as delineated in Article 41.3 above and will strive to complete its representational duties within the total amount of bank time specified. However, when the balance of the official time bank provided in Article 41.3 is less than 350 hours per month remaining in the calendar year, reasonable official time will be allowed to participate in, and travel to and from, the following activities:

a) Agency initiated meetings or negotiations (for example, meetings with the Office of Opportunity and Inclusiveness (OOI) regarding workforce diversity and meetings related to projects like the Performance Assessment Study);

b) Union-Agency meetings jointly agreed to by the Parties (such as meetings regarding the GAO Employee Feedback Survey);

c) Committee meetings, in the event both union and agency representatives are committee members (for example, the Diversity Committee); and

d) Meetings related to representation of employees.

Union officers, assembly delegates, or union officers' designees may be granted official time to prepare for the activities described in sub-paragraphs a – d above, in consultation with the Office of Workforce Relations and with management approval. Preparation time may also be granted for meetings and hearings at the request of members of Congress and for PAB labor proceedings.

41.5 Union representatives are entitled to claim credit hours for work done beyond their normal workday. Any representative requiring the use of credit hours for representational activities may charge up to eight (8) hours per pay period. Union representatives will use the procedures for requesting official time as found in this Article. It is understood that union representatives will attempt to manage their time by using official time during their normal duty day and earning credit hours for agency work after their normal duty day. The Director of Workforce Relations and the Union President will periodically review the earning of credit hours for representational activities to determine if there is abuse or whether particular union representatives should be cautioned about their use of credit hours.

41.6 If an employee who is a union representative is already in a telework status, the union representative can perform representational activities on official time. The procedures for requesting official time in this Article will be used. It is not the intention of the Parties that union representatives will normally use their telework time to solely perform representational activities.

41.7 All dues paying members of the Union are entitled to up to two (2) hours per year for Union sponsored training. This is non-bank time. The Union will notify the Chief Labor-Management Relations Officer of the specific training which employees will receive. Employees must follow the procedures for requesting official time found in this Article. The Union will request Continuing Professional Education (CPE) credit for the training in accordance with the Agency's policy.

41.8 Notice, Approval, and Recording of Official Time

a) Absent exigent circumstances and consistent with current agency practice, union representatives should make a request for official time in advance to the manager responsible for signing his or her time and attendance records, including a best estimate of how much time he or she will spend on official time and the general nature of the activities involved. The Agency will

approve the requested time absent substantial interference with business needs.

b) Each pay period, union representatives will regularly record all time spent pertaining to labor-management relations activities using time codes provided by the Agency.

41.9 The Parties acknowledge that any unused bank time will not carry over from year to year. The calendar year for purposes of this Agreement will begin on the first day of the month following the implementation of this Agreement.

ARTICLE 42
DUES WITHHOLDING

42.1 The Parties agree that the Agency will process dues withholding deductions in a timely manner, normally within one (1) pay period.

42.2 Employees wishing to initiate or terminate dues withholding will utilize GAO Form 676 or 677.

a) Completed and signed forms should be submitted to the Workforce Relations Center in GAO Headquarters for processing.

b) Field staff can "pouch" their signed forms to Workforce Relations. In addition, all employees have the option to scan a copy of their signed GAO 676 or 677 forms into a PDF file and e-mail it to Workforce Relations at WorkforceRelations@gao.gov.

42.3 Employees may cancel their authorization for the deduction of dues. For the first year, deduction of dues from pay may only be canceled at the end of the first twelve (12) month period, and the cancellation will become effective within the two (2) pay periods following the end of that twelve (12) month period. After the first twelve (12) month period, cancellations must be submitted by the end of pay period eighteen (18) and will be effective in pay period twenty (20).

42.4 The Agency agrees to provide the Union every other pay period an updated list of the bargaining unit, along with updates of any 676 or 677 forms submitted. The unit list updates will include the following:

a) Last, first, and middle names (separated into three cells);

b) Location;

c) Team;

d) Band (PDP, Band I, IIA and IIB);

e) Work e-mail and office telephone number;

f) Role/job (e.g., analysts, economists, communications analysts (CA)); and

g) 676/677 status.

42.5 The Agency agrees that this information will be treated as confidential and management access to it will be limited to administrative and human capital personnel who are responsible for the processing and maintenance of bargaining unit information or dues withholding information. In the event that the information is disclosed to persons in GAO other than those described above, the Agency will notify the Union what information was disclosed and to whom.

42.6 Notice of Underpayments/Overpayments of Authorized Union Dues.

Whenever the Agency or Union receives information from any source of a dues deductions underpayment or overpayment, the Agency and/or Union shall immediately notify the Union Treasurer and/or Workforce Relations contact, as applicable, via e-mail or in writing. The notification shall state the relevant facts giving rise to the belief that dues have been underpaid or overpaid, provide the name of the affected employee(s), and enumerate the specific pay periods and amounts of dues that were not withheld. The Parties have up to fifteen (15) business days to verify the amounts in question.

42.7 Underpayments.

When the Agency has notice of an underpayment and a corresponding written request from the Union for transmittal of underpaid dues, the Agency will transmit the verified amount of the underpayment to the Union within three (3) pay periods of the Union's request for payment. The Agency will provide the Union with written confirmation of payment, including the total payment remitted and the name of the affected unit employee, if applicable.

42.8 Overpayments.

When the Union has notice of receipt of an overpayment, such notice gives rise to an affirmative duty on the part of the Union to remit that amount by check to the Agency. Such repayment shall occur within three (3) pay periods of notice of the overpayment. The Union will provide the Agency with written confirmation of the payment, including the total payment remitted.

ARTICLE 43
MID-TERM BARGAINING

43.1 The Parties agree that it is in their best interests to work collaboratively to accomplish the Agency's mission. The Parties also agree that using a solutions-based problem solving approach is in their interests.

43.2 When deemed appropriate by the Agency, it will provide notice to the Union of its intention to study/review issues that affect employee working conditions to determine any action that may be taken. In these circumstances, the Agency will offer the Union the opportunity to obtain information and provide input prior to a final decision on the issue. Such participation will not be considered a waiver of the Union's right to request bargaining.

43.3 The Agency shall provide the Union with reasonable advance notice of intended changes in personnel policies or practices or conditions of employment. Such notice shall be sent in writing to the Union President and Vice Presidents. This notice shall include, to the extent known:

a) A description of the required change;

b) An explanation of how this change shall be implemented;

c) A summary explanation of why the proposed change is being made;

d) The proposed implementation date; and

e) The identity of the Agency's representative.

43.4 In addition to the notice information described above, when the Agency makes changes to an agency Order that is subject to bargaining, it will provide the Union a copy of the Order highlighted with the changes the Agency deems to be substantive. The Union will submit a request to bargain in writing to the Workforce Relations Center within fourteen (14) calendar days of receipt of the notice. The Union may request a meeting to discuss the proposed change with the Agency to be held as soon as possible after the request but within the fourteen (14) day period. Upon receipt of the request to bargain, the Agency and the Union will discuss the process (interest based or traditional) to be used for negotiations. To the extent practicable, interest based bargaining will be used. If there is no mutual agreement on the process, the Parties will use the traditional negotiation approach.

43.5 When the Parties choose the interest based process, each will prepare a list of issues for negotiation. The issues will be exchanged before bargaining begins and will be discussed by the chief negotiators. At the first bargaining session, the Parties will present their issues and interests to each other. Either Party may submit additional issues and interests that were unforeseen at any time subsequently during the negotiations. If one Party determines the interest based bargaining process is unsuccessful, the traditional approach will be used. At that time, the Parties agree that formal proposals will be provided within fourteen (14) days.

43.6 The Parties may mutually agree to a reporter, who will take notes and assist in preparing draft language. The Parties will mutually agree on the selection of the reporter. The Parties may also mutually agree on the use of the facilitator.

43.7 When a traditional approach is chosen initially as the bargaining process, the Union will submit written proposals to the Agency within fourteen (14) days of the decision to use this process. Upon receipt of these proposals, the Agency and Union will meet to agree on dates to begin negotiations, the schedule for negotiations, and the number of bargaining team members for the negotiation. The Parties agree to have at least one (1) person authorized (i.e., Chief Negotiator) to speak for their Party at every bargaining session. This authority includes the ability to sign off on proposals on which conditional agreement has been reached. The Parties may mutually agree to extend any time limits contained in this Article.

43.8 Representatives of the Parties conducting negotiations shall be a number jointly agreed by the Parties based on the scope and complexity of the negotiations. Consistent with 5 U.S.C. 7131(a), the number of employees for whom official time is authorized to conduct negotiations shall not exceed the number of individuals designated as representing the Agency. This provision does not preclude the participation of technical experts as jointly agreed by the Parties. The Parties may utilize e-mail or other electronic means as an efficient method of bargaining. The Parties will use their best efforts to utilize telephone and video conference meetings to conduct negotiations involving both Headquarters and Field Office personnel. The Parties acknowledge that face-to-face meetings are frequently needed to facilitate the resolution of negotiations. The Agency will consider any requests to pay the travel, per diem, and lodging expenses of union bargaining committee members who must travel to and/or from agency Field Office locations to participate in face-to-face negotiations conducted under this provision.

43.9 When the Agency seeks comments, as required by law on issues that affect the Agency personnel system, it will notify the Union five (5) workdays before issuing an agency order for notice and comment. It will provide to the Union a copy of the agency order, highlighting the changes. The Agency and the Union will coordinate on the timing of notice under this section. The Union will provide the bargaining unit input on the issue within five (5) workdays after the end of the comment period provided.

43.10 Union representatives may use official time as covered in Article 41 of this Agreement.

43.11 In those circumstances where the Agency believes an Order required to be sent to employees for comment deals with issues that do not pertain to the working conditions of bargaining unit employees for which the Union is entitled to bargain, the Agency will notify the Union and provide it a copy of the notice and Order. The Parties will discuss the issues contained in the notice of comment prior to the issuance of the notice. If the Union agrees that there are no issues relating to the working conditions of bargaining unit employees, the notice requesting comments will contain the following statement: “The Union has reviewed the request for comments and believes the issues do not relate to the working

conditions of bargaining unit employees for which the Union is entitled to bargain. The Union requests that bargaining unit employees, if they so choose, respond directly to the request for comments for this notice."

43.12 If the Union submits a proposal which the Agency considers non-negotiable, the Agency will explain the basis for the non-negotiability. Proposals which are considered non-negotiable during the course of negotiations will be tabled and the negotiations will proceed. This does not prevent either Party from attempting to resolve the negotiability issue by presenting amended proposals or otherwise resolving the issue. After the Parties have negotiated all proposals and issues, or at any time by mutual consent, the Parties will make a good faith effort to resolve the negotiability issue(s).

43.13 If the issue is not resolved, the Union has a right to request a formal declaration of non-negotiability. The Agency will respond to the Union's request. The Union, upon receiving the Agency response, may make a request for negotiability determination to the PAB. All actions under this section must be done in accordance with the procedures of the PAB.

43.14 At any time during negotiations the Parties may mutually agree to request the assistance of a mediator.

43.15 The Parties will be considered at impasse when all efforts to reach agreement have been exhausted. The Parties may mutually agree that they are at impasse. Alternatively, either Party may declare an impasse if three (3) complete exchanges of proposals have not yielded changes beyond editorial comments.

43.16 Once impasse has been established or declared, the Parties may request the services of the FMCS or a mutually agreed private mediator. If agreement is not reached through assistance from the FMCS or private mediator, and/or the mediator certifies the continuing impasse, either or both Parties may submit the proposals at impasse to the PAB for review and final decision. However, if the services of the FMCS or private mediator are not requested, either or both Parties may submit the proposals at impasse to the PAB for review and final decision.

43.17 What happens in negotiations will be kept confidential. Neither Party will initiate contact with media to discuss negotiations. If the media contact either Party, that Party will notify the other of the contact. The Parties understand that each has the responsibility to respond to requests from Congress for testimony and information. If either Party determines it necessary to seek to present information on the negotiations to Congress, that Party will first notify the other Party of their intent to contact Congress.

Both Parties will safeguard information provided during negotiations. If either Party believes it necessary to release information deemed confidential by the other Party, they will notify the other Party before releasing it. Each Party has the right to communicate with its respective constituency and seek information from its constituency to assist in bargaining.

43.18 It is understood that any agreement reached between the Union and the Agency may be subject to ratification by union members and/or review by the Agency Head. Prior to the beginning of negotiations, the Parties will notify each other if ratification or Agency Head review is required.

43.19 To the extent permitted by law, the Union may initiate mid-term bargaining by proposing negotiable changes in conditions of employment during the term of this Agreement concerning matters not covered by this or any other agreement between the Parties, and provided that such matters do not relate to matters over which the Union has waived its right to bargain during the negotiation of this Agreement.

ARTICLE 44
DURATION OF AGREEMENT

44.1 This Agreement shall remain in effect for four (4) years from the effective date of the agreement.

44.2 Unless notice to terminate this Agreement is provided pursuant to Article 44.5, this Agreement shall automatically roll over for one (1) year periods on the anniversary date of this Agreement.

44.3 The Parties may amend this Agreement only by mutual consent and in writing.

44.4 At the midpoint of this Agreement, either Party may reopen up to two (2) Articles of this Agreement. If this occurs, the other Party may also choose up to two (2) Articles to reopen. Negotiations will follow the ground rules for mid-term bargaining. Notice may be given no more than sixty (60) days prior to the two (2) year anniversary of the effective date of this Agreement, but in no event after the midpoint.

44.5 At the end of the four (4) year period, or any year thereafter, either Party may give notice of its desire to renegotiate this Agreement. Such notice must be given not more than 180 days or less than 105 days prior to the expiration date of the Agreement. As ground rules for the negotiation, the Parties will use the same ground rules as used for this Agreement, with the exception that prior to submitting proposals, the chief negotiators will meet and decide which Articles will be reopened, and the chief negotiators will agree on any cost sharing for any facilitation of negotiations. The Parties may also mutually agree to make any other revisions to the ground rules.

For the Government Accountability Office:

Eric R. Adams
Director of Workforce Relations
Chief Negotiator

Cathleen A. Berrick, MD, HSJ
Negotiator

Denise de Bellerive Hunter, MDFO
Negotiator

Carol Anderson-Guthrie, CRD
Negotiator

Karen Doran, AD, HC
Negotiator

Charles E. Wilson, Jr., AD, FMCI
Negotiator

Maria D. Strudwick, AD, HSJ
Negotiator

For the GAO Employees Organization, IFPTE, Local 1921:

Ronald La Due Lake
Union President
Chief Negotiator

Daniel S. Meyer
Negotiator

Lise L. Levie
Negotiator

Susan E. Etzel
Negotiator

Jacqueline Harpp
Negotiator

Jonathan R. Tumin
Negotiator

Steven J. Berke
Negotiator

Lee W. Clark, Sen. Attorney, OGC
Negotiator

Leo G. Acosta
Negotiator

Stephen C. Robblee
Negotiator

Teresa Idris
IFPTE, GC

Approved:

Gene L. Dodaro
Comptroller General

5/20/2011
Date

APPENDIX A

Right to Union Representation

Pursuant to 5 U.S.C. 7114(a)(2)(B), you are entitled to union representation for the meeting that is about to take place concerning:

Please indicate whether or not you want a union representative present by checking the appropriate box below and signing this form:

I want representation. ☐

I do not want representation. ☐

_____ _____

Signature Date

APPENDIX B
Examples of Time Scheduling for Maxiflex

Note: Employees may work a schedule that varies using multiple 15-minute increments of the arrival and departure times listed within the standard business hours of 6 a.m. to 7 p.m.

	TIME IN	TIME OUT
8-Hour Day Schedule: An employee works five days a week, ten days a pay period. The following are 8-hour workday schedules.		
earliest	6:00 a.m.	2:45 p.m.
latest	10:15 a.m.	7:00 p.m.
9-Hour Day Schedule: An employee works eight 9-hour days, one 8-hour day, and uses one flex day per pay period. The following are 9-hour workday schedules:		
earliest	6:00 a.m.	3:45 p.m.
latest	9:15 a.m.	7:00 p.m.
10-Hour Day Schedule: An employee works eight 10-hour days and flexes two days during a pay period. The following are 10-hour workday schedules:		
earliest	6:00 a.m.	4:45 p.m.
latest	8:15 a.m.	7:00 p.m.

APPENDIX C
Grievance Form

Please print or type all information

Employee's Name: **Job Title:**	**Work Phone:** **Room Number:**
Team/Unit/Office:	**Employee's Representative:** **Self Union Other:**
Date, time, and place of act or occurrence leading to grievance:	Date you became aware of the act or occurrence *(if different):*
Description of grievance, including names of other persons involved, if any*:*	
Applicable contractual provision, law, rule, or regulation alleged to have been violated (if known)*:*	
Statement of remedy sought:	

<u>Grievant</u>: File a copy of this form with the Chief Labor-Management Relations Officer. You may deliver by e-mail, commercial overnight carrier, or GAO fax and retain a copy for yourself. If you are hand delivering this form, it must be received by the HCO receptionist by 5:00 p.m. Eastern Time. If delivered by GAO internal mail system, you must self-certify the date and time mailed. Retain proof of date and time mailed or delivered. USPS mail may NOT be used to deliver this form.

Delivery Method	Date and Time	Grievant's Signature	Received By	Date and Time