

# National Agreement between NARA and AFGE

“Track Changes” version posted pursuant to MOA dated January 20, 2012

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## Article 1 General Provisions

### Section 1. Parties to the Agreement

This Agreement is entered into between the American Federation of Government Employees, AFL-CIO, Washington, DC, hereafter referred to as the "Union" or "AFGE," and the National Archives and Records Administration, hereafter referred to as "NARA," "Agency" or "Management," together referred to as the "Parties."

### Section 2. Applicability

The terms and conditions of this Agreement are applicable solely to employees and positions in the unit of exclusive recognition as certified by the Federal Labor Relations Authority (FLRA) in case number 3-RO-50013:

"All full, part-time and intermittent professional and non-professional employees of the National Archives and Records Administration nationwide serving on career or career-conditional appointments in the competitive service and all professional and non-professional employees on Veterans Readjustment Appointments (VRAs), excluding management officials, supervisors, all excepted service employees (other than VRAs), all employees serving on temporary or term appointment, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7)."

### Section 3. Computing Time limits

All "days" cited herein are "calendar days" unless otherwise specified. For purposes of computing time limits the "countdown" begins the first day after the occurrence of the event (or the employee/Union/Agency becoming aware of the occurrence) triggering the time limit. If the deadline falls on a weekend or Federal holiday, the time limit will be automatically extended to the end of the next workday.

### Section 4. Clarification of Term

The Parties agree that the use of the word "will" in this Agreement is to be interpreted as "has a duty to," or more broadly, "is required to."

## Article 2 Governing Laws and Regulations

### Section 1. Relationship to Laws and Government-wide Regulations

In the administration of all matters covered by this Agreement, officials and employees will be governed by existing or future Federal laws and Government-wide regulations.

### Section 2. Change Due to Law and Government-wide Regulations

If a future law or Government-wide regulations requires a change in this Agreement or other agreements between the Parties, the Union will be afforded the opportunity to negotiate, as prescribed by Title 5 of the United States Code, Chapter 71.

#### **Deleted: Section 2. Applicability¶**

The terms and conditions of this Agreement are applicable solely to employees and positions in the units of exclusive recognition as certified by the Federal Labor Relations Authority (FLRA) in case number 3-RO-50013: "All full, part-time and intermittent professional and non-professional employees of the National Archives and Records Administration nationwide serving on career or career-conditional appointments in the competitive service and all professional and non-professional employees with Veterans Readjustment Appointments (VRAs), excluding Management officials, supervisors, all excepted service employees (other than VRAs), all employees serving on temporary, term appointments, or in a non-supervisory probationary period and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7)."

### **Section 3. Conflict Between NARA Policy/Regulations and this Agreement**

In case of conflict between NARA policy/regulations and this Agreement, the Agreement governs.

### **Section 4. Past Agreements and Practices**

- A. This Agreement will supersede the April 2002 National Agreement between AFGE and NARA.
- B. Any provision of a previously negotiated mid-term agreement between AFGE and NARA that conflicts with the terms and conditions of this Agreement are null and void.
- C. All past practices and delegations that conflict with the terms and conditions of this Agreement are null and void.

## **Article 3 Employee Rights**

### **Section 1. Right to Organize**

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, assist, or act as a designated union representative. This right consists of the lawful participation in all Union activities including presentation of its views to officials of the Agency, the President, Congress, or other appropriate authority.

### **Section 2. Personal Rights**

The private life of an employee is her or his own affair except if the private activities of an employee are of an egregious nature; affects performance or management's trust; and/or interferes with or adversely affects the mission of the Agency.

### **Section 3. Employee's Right to Raise Concerns, Grieve or File a Statutory Appeal**

Employees who file a grievance or a statutory appeal, or participate in Alternative Dispute Resolution (ADR), will be assured freedom from any restraint, interference, coercion, discrimination, intimidation, or reprisal.

### **Section 4. Complying with Orders**

- A. Employees recognize their responsibility to promptly comply with orders and instructions from their supervisors. If an employee reasonably believes that an order or instruction patently violates any law, rule, or regulation, she or he has the right to state her or his beliefs to her or his supervisor. If the instruction remains unchanged, she or he has the right to state her or his beliefs promptly and orally to the next higher level of Management if available. If that higher level of Management confirms the order or instruction, or if the next higher level of Management is not immediately available, then the order or instruction will be carried out promptly by the employee.
- B. If an employee receives conflicting instructions or orders that must be carried out at the same time, or that negates the previous order or

instruction, the employee will bring the discrepancy to the attention of the supervisor or manager who provided the last instruction or order. The employee will then follow the last order or instruction given.

### **Section 5. Morale**

The Parties recognize that work performance may be enhanced when morale is high. Managers, supervisors, union officials, and employees will endeavor to treat one another with respect and dignity.

## **Article 4 Equal Employment Opportunity, Diversity, and Affirmative Action**

### **Section 1. Policy**

A. The Parties agree to strive to make NARA a model Federal agency by promoting throughout the Agency equal employment opportunities, meaningful implementation of Equal Employment Opportunity (EEO) policies, and a diverse workforce. The Parties affirm that discrimination against employees based on the following will not be tolerated:

1. Race;
2. Color;
3. Religion;
4. Sex [\(including sexual harassment\)](#);
5. National origin;
6. Disability;
7. Age [\(40 and over\)](#);
8. Genetic Information
9. Marital status;
10. Political affiliation;
11. Parental status as defined in Executive Order 13152;
12. Sexual orientation;
13. Pregnancy; or
14. Any other non-meritorious basis covered by Federal law, rule, or regulation.

B. The Parties agree that employment decisions and actions will be based on meritorious reasons.

### **Section 2. EEO, Diversity, and Affirmative Action Plans**

- A. At the request of either the Agency or the Union, the Parties will meet to review and discuss problems, progress, and accomplishments in meeting Equal Employment Opportunity (EEO)/Affirmative Employment Program (AEP) goals and objectives.
- B. In developing EEO, Diversity, Affirmative Action or related plans, the Agency will consult with the Union.

- C. The Union will be afforded the opportunity to meet with the Archivist to discuss the EEO, Diversity, Affirmative Action or related plans, prior to the plan(s)' submission to the Equal Employment Opportunity Commission (EEOC).
- D. NARA's Affirmative Action Plan will include a policy statement regarding NARA's commitment to EEO principles and at a minimum address the following:
  - 1. Recruitment and development plans that address situations of under representation;
  - 2. Identify barriers to achieving affirmative action goals;
  - 3. Identify actions to be taken to address affirmative action objectives;
  - 4. Report and measure progress towards achieving affirmative action objectives NARA-wide and use this data to assess the need to develop new programs and plans to attract applicants and speak to deficiencies; and
  - 5. Identify responsible offices/officials and target dates for actions taken to address affirmative action objectives.

### **Section 3. Committees**

- A. The Union may appoint a representative to any diversity or affirmative action committee that is officially established and whose membership is not limited to management.
- B. Whenever a management official who is not a member of a committee initiates a meeting with that committee, the Agency will inform the Union in advance and will afford the Union the opportunity to be present at such meetings.

### **Section 4. Accommodations**

- A. Accommodations for employees who are pregnant, nursing, or temporarily disabled.
  - 1. Employees who are pregnant, nursing, or temporarily disabled may formally request accommodation. The Agency agrees to consider such requests; the employee and supervisor should work together to try to find solutions to accommodate each other's needs. The parties agree that the Agency's decision on whether or not to provide individual accommodations will be made on a case-by-case basis, taking into consideration the employee's specific needs, the work environment, and the business needs of the Agency.
  - 2. A formal request will be in writing and include the employee's reason for requesting an accommodation, the employee's suggestion for an accommodation (e.g., modification of schedule), and the anticipated length of time the accommodation will be needed. If an employee's request is based on a medical condition, the Agency may require that the employee submit medical documentation in support of her or his request.

3. [The Agency is responsible for responding to the request in a timely manner. If the request is not granted, the Agency will articulate in writing the reason why an accommodation cannot be made.](#)
  4. [The Agency is responsible to expeditiously establish an appropriate room for use by nursing mothers when the need arises at any facility, or to provide the nursing mother access to an existing nursing mother's room, as applicable.](#)
  5. The Parties are encouraged to use ADR as specified in Article 25, RESOLVE - NARA's Alternative Dispute Resolution Program, to resolve disputes over accommodations.
- B. Accommodation of employees with religious needs.
1. Employees may request accommodation for special religious needs. Accommodation of employees with religious needs will be addressed consistent with Federal guidelines.
  2. The Parties are encouraged to use ADR as specified in Article 25, RESOLVE - NARA's Alternative Dispute Resolution Program, to resolve disputes over accommodations.
- C. Accommodation of individuals with [disabling conditions \(as defined in 29 CFR 1630 and 1630 App.\) under the Rehabilitation Act of 1973.](#)
1. Employees may request accommodation for a [long-term or permanent disabling](#) condition. Accommodation of individuals with [disabilities](#) will be addressed consistent with [NARA 303 and Federal guidelines \(29 CFR 1630 and 1630 App. and the Rehabilitation Act of 1973\).](#)
  2. The Agency will provide individuals with [disabilities](#) full consideration for all training opportunities. Once an employee is selected for training, reasonable accommodations will be provided consistent with Federal guidelines.
  3. The Parties are encouraged to use ADR as specified in Article 25, RESOLVE - NARA's Alternative Dispute Resolution Program, to resolve disputes over accommodations.
- D. If a change in working conditions as a result of an accommodation triggers a duty to bargain under the Federal Service Labor-Management Relations Statute (5 U.S.C. §7101 et seq.), Article 32, Mid-term Bargaining, will apply.
- E. The Union will disclose information related to accommodations only to those with a need to know.

#### **Section 5. Individual Discrimination Complaint Process**

- A. Consistent with Federal guidelines, at the initial stage employees will be advised in writing of the EEO process and the options (e.g., the negotiated grievance procedure; RESOLVE; and the timeframes involved) available to the employee.

- B. The RESOLVE Program specified in Article 25 will be the only mediation process used by bargaining unit employees in the discrimination complaint process in control of the Agency.
- C. Any employee who wishes to file or has filed an EEO complaint will be free from coercion, interference, dissuasion, and reprisal.
- D. Any employee who serves as the personal representative of an employee who has filed an EEO complaint will be free from coercion, interference, dissuasion, and reprisal.
- E. Any employee who is a witness to or gives evidence concerning an EEO complaint will be free from coercion, interference, dissuasion, and reprisal.
- F. At all stages of the complaint process (29 CFR 1614), including the counseling stage, the individual is entitled to be represented by a representative of her or his choosing. Both the employee and her or his personal representative are permitted to use time as provided for under 29 CFR 1614. The complainant will designate her or his personal representative in writing.
- G. Union representatives designated by the complainant as her or his personal representative (under 29 CFR 1614) are permitted to use time allotted under 29 CFR 1614 for complaint representation. This time does not count against the Union officials' bank of official time under Article 29, Union Representatives and Official Time.
- H. If a change in working conditions as a result of an EEO settlement triggers a duty to bargain under the Federal Service Labor-Management Relations Statute (5 U.S.C. §7101 et seq.), Article 32, Mid-Term Negotiations will apply.
- I. The Union will disclose information related to individual EEO settlements only to those with a need to know.

#### **Section 6. Information**

- A. The Agency will identify the name, position and principal areas of responsibility of the Office of Equal Employment Opportunity and the Diversity and Inclusion Division. This information will be posted and maintained on bulletin boards in work sites and on the NARA staff-only homepage. The information will be kept current.
- B. The Agency will provide the Union with a copy of any reports or studies regarding the overall program(s) conducted by the Office of Equal Employment Opportunity or the Diversity and Inclusion Division.
- C. Upon request, the Agency agrees to provide employees access to written information describing the discrimination complaint procedure.
- D. The Agency will advise the Union on a yearly basis on the number and type of EEO complaints and their status.
- E. The Agency will collect data that captures demographic data by individual offices/staff and will make this data available to the Union upon request.

## **Section 7. Re-negotiation**

Either party may, no sooner than two years after this Agreement goes into effect, request to renegotiate Section 2 (EEO, Diversity, and Affirmative Action Plans) of this Article. If negotiations are requested, then the negotiations will be mandatory.

## **Article 5 Standards of Conduct**

### **Section 1. Ethics Officials**

The Agency will provide notice annually of the names of the ethics officials and standards of conduct advisors whom employees may contact should they have questions concerning standards of conduct or ethical matters.

### **Section 2. Approval of Outside Employment**

- A. Bargaining unit employees seeking to engage in outside employment, business or professional activities must seek approval in advance of engaging in such activities. Requests for approval must be submitted on NA Form 3015.
- B. Failure to provide all the information requested on NA Form 3015 may be a basis to deny the request.
- C. Should the Agency determine that an employee's anticipated work hours for an outside position may conflict with the employee's NARA work schedule, the employee will be given an opportunity to clarify the information submitted and make adjustments in the work schedule for the outside position before a final determination on the request for approval for outside employment is rendered.

### **Section 3. Grievance Procedure**

- A. Appeals concerning outside employment will be filed at the last step of the grievance procedure directly with the appropriate office head, staff director, or Regional Administrator.
- B. The appropriate grievance-deciding official will have 5 working days to respond.
- C. If the appeal concerning outside employment is denied, in accordance with 57 FLRA no. 191, the grievance is non-arbitrable.

### **Section 4. Financial Disclosure**

The Parties recognize that bargaining unit employees normally do not meet the criteria for filing Statements of Employment and Financial Interest, and normally will not be required to submit such statements. However, this does not preclude a bargaining unit employee from being designated as meeting the criteria for disclosure of financial matters. For positions graded GS-13 and below any requirement for financial disclosure will be accompanied by an explanation as to why a disclosure statement is deemed necessary to protect the integrity of the government. The Union will be notified of the positions for which there is a requirement to submit a financial disclosure statement.

## **Section 5. Distribution of Agency Standards of Conduct**

NARA will make available a copy of the Standards of Conduct to each employee.

## **Article 6 Hours of Work and Overtime**

### **Section 1. Basic Work Schedule**

- A. The administrative workweek will be a period of 7 consecutive calendar days beginning on Sunday.
- B. The basic required workweek schedule will be 5 consecutive days of 8 hours each, normally Monday through Friday. Within each pay period employees will be scheduled for 2 consecutive days off. Management will consider employee requests for non-consecutive days off.
- C. The occurrence of holidays will not affect the designation of the basic workweek.

### **Section 2. Rest Periods**

- A. Rest periods of 15 minutes will be provided for each 4 hours of work for employees who work 8-hour tours of duty. The rest period will normally occur in the middle of each 4-hour work period. Employees who work 4-hour shifts will have no more than one 15-minute rest period. Similar adjustments will be made for employees who work on other than the normal 8-hour tour of duty.
- B. Rest periods are hours of duty and normally may not be accumulated for later use. Breaks may not be used to extend the lunch period or begin, end, or shorten the workday.

### **Section 3. Changing Hours**

The Agency will notify an employee(s) of necessary changes in her or his tour of duty at least 72 hours prior to the change.

### **Section 4. Overtime**

- A. Every reasonable effort will be made to distribute overtime equally among qualified employees to the extent practicable. Management will schedule overtime based on a rotation system among qualified employees. Management's determination as to who is qualified will be based on valid, work-related criteria.
- B. The Agency agrees to establish an overtime roster on a current basis for units that consistently schedule overtime. Each occurrence of overtime will be noted on the roster. The roster will be maintained for a four-month period. Unit employees or the Union may review the roster.



- C. Normally, overtime will be offered to employees on a voluntary basis. However, if the number of volunteers is less than the number of workers needed and immediately available, overtime may be mandatory.
- D. Employees may request relief from an overtime assignment. When another qualified employee is available for assignment, the employee's request will be granted. When all employees request relief, the supervisor will determine who will receive the overtime assignment in accordance with the rotation system.
- E. Employees will be compensated for overtime work in accordance with appropriate laws and regulations.
- F. Employees called back to work on a work or non-work day will be compensated for a minimum of 2 hours overtime work.
- G. Consistent with applicable laws and regulations, an eligible employee may request compensatory time off instead of payment of overtime. The earning of compensatory time and the scheduling of its use is subject to the requirements of the position as determined by Management. If compensatory time off is granted, it may be used in a manner similar to annual leave.

**Deleted:** <#>Employees will be authorized to work overtime in 6-minute increments. ¶

#### **Section 5. Clean-up Time**

Depending on the nature of the work being performed and the location of the worksite, the Agency will provide a reasonable amount of time for employees to clean up prior to lunch and the end of the workday.

#### **Section 6. Voluntary Work**

The Agency agrees not to request employees in the bargaining unit to perform uncompensated voluntary services.

#### **Section 7. Continuous Duty Employees**

- A. A continuous duty employee is defined as an employee who may not leave his/her assigned place of duty without endangering the operation and safety of the facility or equipment.
- B. Employees who are designated as continuous duty employees will work 8-hour shifts and will remain at the duty station until properly relieved.
- C. Tours of duty will normally be scheduled and posted at least 2 weeks in advance. Necessary changes in tours of duty will be posted in work areas 72 hours prior to the beginning of the normal workweek affected.

### **Article 7 Alternative Work Schedules**

#### **Section 1. General**

The Parties agree that all full-time and part-time employees will have the opportunity to work a flexible work schedule (flexitime or flexitour) or a compressed work schedule as described below.

## Section 2. Definitions

- A. Flexitime and flexitour are two forms of flexible schedules established by NARA under 5 U.S.C. § 6122.
  - 1. Flexitime: Allows employees to vary their time of arrival and departure within designated flexible time bands that surround designated core hours. Employees are required to fulfill the basic work requirement. Employees on a flexitime schedule may earn credit time in accordance with Section 5 (Credit Hours) of this Article.
  - 2. Flexitour: Allows employees on an otherwise fixed schedule (excluding a compressed work schedule) to vary the time of arrival or departure within designated credit time bands for the sole purpose of earning credit time. Credit time earned on a flexitour schedule may be used to reduce the length of the workweek or another workday in accordance with Section 5 (Credit Hours) of this Article. Employees on a flexitour schedule may earn credit time in accordance with Section 5 (Credit Hours) of this Article. (For example, if an employee is required to open a facility at 6:00 a.m., the employee may opt to work past their basic work requirement with the approval of their supervisor in order to earn credit hours).
- B. Core time. The Agency designated period during which all employees on a flexitime schedule must be present unless in a leave status or on lunch break.
- C. Flexible time band. The designated time band during which an employee on flexitime schedule may on a day to day basis choose when to arrive at work. A time band also exists following the core time during which employees may depart after being present (or in approved leave status) for 8 ½ hours. The flexible band for each participating organization may be a maximum of three hours prior to the established core time.
- D. Credit time band. The designated time band during which an employee on a flexitour schedule may earn credit time in accordance with Section 5 (Credit Hours) of this Article.
- E. Credit hours. Any hours in a flexible schedule, established under 5 U.S.C. § 6122 which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of the work week or a work day.
- F. Alternative work schedules. A variety of flexible and compressed work schedules.
- G. Compressed work schedule. A work schedule which requires an employee to work a 40-hour workweek in less than 5 days, or an 80-hour bi-weekly pay-period in less than 10 days. The employee thus extends the length of the workday but is allowed to take time off on what would otherwise be a workday. There is no provision for credit hours under a compressed work schedule program, and the employee has a set schedule.

1. 5/4-9. A compressed work schedule in which a full-time employee works eight 9 hour days, one 8-hour day, and is off on one day during a bi-weekly pay period.
  2. Four-Day Workweek (4/10). A compressed work schedule, in which a full-time employee works four 10-hour days a week, 80 hours in a bi-weekly pay period.
- H. Basic work requirement. The number of hours, excluding overtime hours, which an employee is required to work in a pay period, or is required to account for by leave (e.g., annual, sick, administrative, etc.).
- I. Overtime hours. When used with respect to flexible schedule programs under 5 U.S.C. §§ 6122 - 6126, overtime means all hours in excess of 8 hours in a day or 40 hours in a week which are officially ordered in advance, but does not include credit hours.

### **Section 3. Eligibility**

- A. Certain positions or parts of the organization can be exempted from the flexitime or compressed work schedules for work related reasons. In these cases, the employee will be on flexitour. Reasons for exclusion from flexitime or compressed work schedules and placement on a flexitour schedule may include: disruption of agency operations (including disruption of service to the public); incurring of additional costs; security reasons; or fulfillment of statutory requirements.
- B. The Agency will provide the Union with a list of those units that have employees on flexitour schedules within 60 days of the effective date of this Agreement.
- C. The Agency will notify the Union of any permanent changes to program eligibility. The employee and/or Union will have the right to grieve. The filing of a grievance will not delay the implementation of the change.
- D. An employee on flexitime or a compressed work schedule may be assigned a flexitour schedule on a temporary basis for work related reasons. Affected employees will be given two weeks advance notice when any temporary alteration to participation in the Alternative Work Schedules program is required by the Agency. However, in unforeseen circumstances, as much notice as possible will be given. Written notification will be given to the Union when such changes exceed 30 days.
- E. Employees on flexitour may, on a day-to-day basis, request a change to their fixed tour of duty subject to prior supervisory approval. Such requests should be made as soon as possible, but no later than one day in advance.
- F. Employees may request to change their schedules (flexitime to 5/4-9 or 4/10; 5/4-9 to 4/10; or 4/10 to 5/4-9) on a quarterly basis. Employees who request compressed work schedules will indicate which schedule they are requesting, which day(s) they wish to have as non-workdays, and in the case of the 5/4-9 schedule, which day they would like as their 8-hour day. Written requests must be submitted no later than two weeks prior to the next

quarterly announced decision day. All requests to work a compressed work schedule will be subject to supervisory approval and may be disapproved for valid work-related reasons. Where two or more employees in an organization have requested the same non-workday(s) and where this would adversely affect Agency operations, the supervisor will request that the employees work together to decide non-workdays. If the parties are unable to do so, the supervisor will decide, taking into consideration such factors as the needs of the organization, the reasons for the requests, the possibility of rotating between the employees on a quarterly basis, and taking into consideration how previous scheduling disagreements were resolved.

- G. An employee who is working a compressed work schedule (5/4-9 or 4/10) may request, in writing to the supervisor, to return to her or his former flexitime or flexitour schedule at the beginning of the following pay period.

#### **Section 4. Compressed Work Schedules**

- A. An employee who works a compressed work schedule is not eligible to earn credit hours.
- B. An employee who elects to work a compressed work schedule must select an arrival time and a departure time. Once these times have been selected and approved, the employee will not be allowed to vary these times. An employee may submit a request to her or his supervisor to change her or his fixed arrival and departure times. An employee's request to change her or his fixed arrival and departure time is subject to the supervisors approval.
- C. The arrival and departure times selected by an employee will be within the organization's flexible time bands. For example, if the flexible time bands for an organization are 6:00 a.m. to 9:00 a.m. as an arrival time in the morning and 2:30 p.m. to 6:30 p.m. in the afternoon, an employee on a 5/4-9 schedule may select as an arrival time 9:00 a.m. and 6:30 p.m. as a departure time. This constitutes a 9-hour workday, including the lunch period, and the times are selected within the flexible time bands. An employee in the same organization, who is on a 4/10 work schedule, must select an arrival time no later than 8:00 a.m. because a 10-hour workday, including a lunch period, will end at 6:30 p.m. This is the latest departure time allowed by the organization's afternoon flexible time band.

#### **Section 5. Credit Hours**

- A. Only employees working on a flexitime or flexitour schedule may earn credit hours. Employees who work on a 5/4-9 or 4/10 compressed work schedule are on a fixed tour of duty and are not eligible to earn credit hours.
- B. Full-time employees may carry over up to 24 hours of credit time from one bi-weekly pay period to the next. Part-time employees who participate in the flexible work program may accumulate up to one quarter of the hours of the employee's basic work requirement (as defined in Section 2) for carryover from one bi-weekly pay period to the next. Employees are responsible for requesting prior approval to use credit hours and to give sufficient notice to

supervisors. A full-time employee who has accumulated more than 24 credit hours (or a part-time employee who has accumulated more than the maximum allowed) is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period. The Agency is not obligated to approve the use of credit hours solely to prevent the forfeiture of the excess credit hours. The Agency may disapprove an employee's request for approval to use credit hours if the employee did not provide sufficient notice of the request or if there are valid work-related reasons for disapproving the request.

- C. With the supervisor's prior approval, based on limiting factors such as workload or appropriate Management control, an employee on flexitime or flexitour may elect to earn credit time. The minimum amount of credit time that may be earned at any one time is 6 minutes. After that, credit time may be earned in 6-minute increments up to two hours. Credit time can only be earned in the performance of official duties and work performed will be evaluated under the employee's performance standards.
- D. Employees may earn credit time on a voluntary basis.
- E. Credit hours may not be used in advance of being earned. The use of earned credit hours is subject to the same regulations and contractual agreements governing the use of leave. Credit hours can be used in conjunction with other forms of approved leave.

#### **Section 6. Sign In/Out Procedures**

- A. Sign in/out procedures will be used. Standardized agency forms will be utilized which will include the following information:
  - 1. Date;
  - 2. Time of arrival at beginning of workday;
  - 3. Time of departure at end of workday;
  - 4. Credit time earned or used for the day;
  - 5. Overtime, if any;
  - 6. Leave usage;
  - 7. Lunch time sign in/out where applicable;
  - 8. Employee's signature; and
  - 9. Supervisor's initials.
- B. Other recordkeeping/timekeeping procedures will be negotiated as necessary (as prescribed by Federal Service Labor-Management Relations Statute (5 U.S.C. §7101 et seq.) and Article 32, Mid-term Bargaining).

#### **Article 8 [Telework](#)**

##### **Section 1. General**

- A. [Telework](#) was established by Public Law 106-346, Department of Transportation Appropriations Act of 2001, dated 10-23-00, which states that each executive

agency shall establish a policy under which eligible employees of the agency may participate in telecommuting to the maximum extent possible without diminished employee performance.

B. Public Law 111-292, Telework Enhancement Act of 2010, dated 12-09-10, further requires each executive agency to determine the eligibility for all employees of the agency to participate in telework; notify all employees of the agency of their eligibility to telework; and provide training and monitoring to all employees of the agency participating in telework. Additionally, each agency is instructed to incorporate telework into their continuity of operations plans (COOP). This Act allows the Federal Government the ability to achieve greater flexibility in managing its workforce through the use of telework.

## **Section 2. Definition**

Telework refers to a work situation or an employer/employee relationship in which the location of the worksite is shifted away from the traditional office.

## **Section 3. Eligibility**

Program eligibility and guidance follow the provisions of NARA Interim Guidance 300-32, and/or any subsequent NARA policy guidance.

## **Article 9 Leave**

### **Section 1. General**

- A. Leave will be administered in accordance with the provisions of this Article and NARA leave regulations, NARA 304. However, should any provisions of this Article conflict with the provisions of NARA 304, the provisions in this Agreement will prevail.
- B. Employees have the right to use leave subject to supervisory approval.
- C. Leave may be used in 6-minute increments. Recording of leave increments must be consistent with the Agency's payroll reporting system and changes will be made as appropriate.
- D. For the use of credit time, see Article 7, Alternate Work Schedules.

### **Section 2. Annual Leave**

- A. Annual leave is a period of paid absence from duty for vacation or other personal purposes.
- B. Employees should ordinarily request annual leave at least one day in advance. For leave requested in advance, employees will normally not be required to divulge how they intend to use their time off in order for approval of annual leave. The amount of advance notice depends on factors such as duration of the leave and problems involved in adjusting work schedules. Consistent with the needs of the Agency, annual leave requested in advance will be approved.

- C. Provided the employee gives advance notice as specified in B above, normally the supervisor will notify the employee of the status (i.e., approved, disapproved, pending) of the request within one day of a leave request; however, if the supervisor has not provided a response within that time frame, the employee may request the supervisor to provide the status of her or his request by the close of the business day.
- D. A full-time employee whose annual leave balance is insufficient to cover a requested period of annual leave may be advanced leave up to the number of hours the employee will accrue during the leave year. A full-time employee may be advanced a maximum of 80 hours, or the number of hours the employee will accrue during the leave year whichever is less. Requests for advanced annual leave must be in writing and contain the reason for the request.
- E. An employee may request the substitution of annual for sick leave consistent with appropriate laws and regulations.
- F. Individual units may use a rotational system to resolve conflicts among bargaining unit employee leave requests. Any such rotational system may only be implemented after appropriate labor-management consultations.

### **Section 3. Sick Leave**

- A. Sick leave may be requested by an employee:
  - 1. Who is unable to work because of illness or injury;
  - 2. Who is exposed to a contagious disease that would endanger the health of co-workers;
  - 3. Who receives dental, optical, or medical examination or treatment;
  - 4. To provide care for a family member in accordance with and subject to the requirements of Federal law and Government-wide rules and regulations (e.g., Federal Employee Family Friendly Leave Act (FFLA); or Family Medical Leave Act (FMLA)); or
  - 5. To make arrangements necessitated by the death of a family member or attend the funeral of a family member in accordance with and subject to the requirements of Federal law and Government-wide rules and regulations.
- B. A "family member" is defined as:
  - 1. Spouse, and parents thereof;
  - 2. Children, including adopted children, and spouses thereof;
  - 3. Parents;
  - 4. Brothers and sisters, and spouses thereof; and
  - 5. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- C. When advance scheduling of sick leave is not possible, the employee will contact the appropriate leave-approving official. Employees on flexitime will

contact the appropriate leave-approving official no later than the beginning of the core time for the office. Employees on fixed schedules will contact the appropriate leave-approving official no later than one hour later than the scheduled report time: for situations where a substitute is required (e.g., research room employees) every effort should be made to inform the supervisor as soon as possible.

D. Documentation:

1. An employee must state on the OPM 71 if her or his request for sick leave is for family care or bereavement purposes.
2. An employee who requests sick leave under the FMLA is required to provide acceptable medical documentation as provided by the law ([5 CFR 630.1207](#)).
3. If management possesses reason to support a belief that the employee's sick leave has been abused, Management can require medical certificates for the period. Employees will not be required to reveal the nature of the illness for leave up to three days, except for situations where management has reasonable cause to believe that the leave has been abused. Management may also require medical certification for absences of four or more consecutive workdays.
4. Generally, employees who have documented chronic medical conditions will not be required to provide medical documentation repeatedly to substantiate their absence related to the chronic condition. However, updated medical documentation may be required periodically.
5. The agency will treat as confidential any information provided by an employee regarding her or his own or family member's medical condition(s) in support of her or his request for sick leave. The agency may disclose such information only for work related reasons.

**Section 4. Leave Without Pay**

- A. Leave without pay (LWOP) is a temporary absence from duty in a non-pay status, which may be granted at an employee's request. Management will consider requests for LWOP. Generally, employees do not have a right to LWOP. The approval of LWOP is a matter of Agency discretion, except where required by law, regulation, or this Agreement (e.g., the Family Medical Leave Act).
- B. Employees must request LWOP from their immediate supervisor in writing by memorandum or OPM 71 specifying the period requested and the reason for the request.
- C. Upon request, LWOP for up to 3 years will be granted to an employee for the purpose of serving on a temporary continuing basis, as an officer or representative of the American Federation of Government Employees, AFL-CIO. Upon return to duty, the employee will be restored to a job of like grade and pay for which she or he qualifies.



## **Section 5 – Court Leave**

Court leave is an authorized absence from work, without charge to leave or loss of pay, to serve as:

1. a juror in a judicial proceeding, or
2. a witness in a judicial proceeding in which the Federal, State or local government is a party.

## **Section 6. Unauthorized Absence/Absence Without Leave (AWOL)**

AWOL is an absence from duty which is not authorized or approved, or for which a leave request has been denied. Recording an absence as AWOL is not a disciplinary or adverse action, although AWOL can become the basis for initiating such action.

## **Section 7. Closures and Early Dismissals**

- A. When hazardous or other extraordinary circumstances develop during non-work hours and an appropriate authority has determined that Federal employees should not report for work, no charge to leave will be made; however, employees designated as essential are expected to report to work on time.
- B. All employees are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances that disrupt public or private transportation may complicate the arrival of employees at the post of duty.
- C. When the appropriate authority has determined that there is a need for early dismissal of Federal employees, leave will be charged as follows:
  1. If the employee was in a duty status and was excused, there is no charge to leave for the remaining hours of the work day;
  2. If the employee was on duty and departed on leave after official word of dismissal was received but before the time for official dismissal, leave is charged only for the time the employee departed until set for dismissal. Employees should not be allowed to depart before the time set for dismissal without charge to leave;
  3. If the employee was scheduled to report for duty after an initial period of leave and if dismissal is given before the employee can report, leave is charged until the time set for dismissal; and
  4. If the employee was absent on approved annual or sick leave or LWOP for the entire work shift or was AWOL, the entire absence is charged to leave.
- D. Teleworkers are expected to perform duties from their alternate work site at the instruction of their supervisor, unless prevented from doing so by the circumstances (e.g., power outage, weather emergency).

## **Section 8. Request for Leave on an Emergency Basis**

- A. Employees on flexitime will contact the appropriate leave-approving official no later than the beginning of the core time for the office. Employees on fixed schedules will contact the appropriate leave-approving official no later than one hour later than the scheduled report time: for situations where a substitute is required (e.g., research room employees) every effort should be made to inform the supervisor as soon as possible.
- B. Documentation confirming the employee's need for leave due to an emergency will not be requested unless the supervisor has reason to believe that the employee abused the leave or the employee is subject to a leave restriction.

### **Section 9. Leave Restrictions**

- A. Employees are responsible for complying with the leave requirements specified in this Agreement, NARA policy, and government-wide regulation. Supervisors are encouraged to counsel an employee whenever it appears that there may be a problem with the employee's usage of leave or the employee fails to comply with leave request requirements. When Management has reasonable cause to believe that an employee has failed to comply with leave requirements or established a pattern of excessive use of unscheduled leave, Management may place that employee on a leave restriction.
- B. Leave restrictions are used to ensure that a sufficient number of employees are available to conduct the work of the Agency, to ensure that employees request and use leave in accordance with this Agreement, NARA policy, and government-wide regulations, and to encourage employees to manage leave responsibly.
- C. The leave restriction letter will include:
  - 1. The reasons the employee is placed on the restriction, including the specific dates and/or circumstances relied upon;
  - 2. The incident(s) of leave abuse; and
  - 3. A reference that the employee may contact the Union for further explanation or advice regarding the leave restriction: the Union will provide the Agency with the contact information to be included.
- D. Ordinarily, leave restrictions are for 6 months. Leave restrictions will be revoked after 6 months if the employee has not violated the restrictions during the 6-month period. For employees who have not been subject to a leave restriction in the past three years, the leave restriction may be removed sooner than 6 months if the employee has met the conditions of the leave restriction and the supervisor believes that the leave problem has been corrected. Employees who have been on a leave restriction in the past three years may be subject to restrictions longer than 6 months but not more than one year. However, the agency can extend the leave restriction beyond one year if an employee violates the leave restriction.

- E. Leave restrictions are not disciplinary actions; however, any violation of a leave restriction may be the basis of a disciplinary action.

## **Article 10 Part-time and WAE/Intermittent Employees**

### **Section 1. Part-time Employee**

- A. Normally, the tour of duty for part-time employees will be between 16 and 32 hours per week.
- B. The Agency agrees to give consideration to an employee's request to change status from part-time to full-time and vice versa.
- C. The Agency will consider an employee's request for temporary adjustment of an established part-time work schedule because of personal hardship or to permit developmental assignments.
- D. Upon request from an employee, the Human Capital Office, Talent Management Division will provide pertinent information regarding the effects of changing to and from part-time positions. Such information may concern pay and benefits, time-in-grade requirements, within-grade increase(s), accumulation of leave and changes in competitive levels.

### **Section 2. Intermittent Employee**

- A. Supervisors will inform intermittent employees no later than the end of the workday if they will be needed the following workday.
- B. Subject to the Agency's needs, qualified intermittent employees will normally be offered an opportunity to work approximately the same number of hours during a given month. The criteria for determining those persons who are qualified will be established by Management. Upon request, the Agency will provide an employee with the reason(s) she or he is not being offered approximately the same number of hours as other employees in the Unit, if such is the case.
- C. The Agency agrees that if an intermittent employee is called in for work, the employee will be in a work status for a minimum of 2 hours, but if dismissed before working 2 hours, the employee will be paid for 2 hours.
- D. It is understood that this section applies only to intermittent employees who are in the bargaining unit; i.e., career, career-conditional or employees serving on VRA appointments.

## **Article 11 Probationary Employees**

### **Section 1. Performance, Counseling, Termination**

- A. Probationary employees will be advised in writing of the applicable critical elements and performance standards at the beginning of the probationary period. The supervisor will explain the requirements and answer any questions the employee may have.
- B. The supervisor will review the performance of the probationary employee at three month intervals and provide counseling regarding any performance

deficiencies. If the employee is not performing satisfactorily, she or he will be so advised by the supervisor. The supervisor will inform the employee how to correct her or his performance. The Parties understand that a probationary employee may be terminated whether or not the supervisor has provided counseling.

- C. "Standards of Conduct" will be made available to probationary employees.

Deleted: <#>Probationary employees are not covered by the terms of this agreement. †

## **Article 12 Occupational Safety and Health**

### **Section 1. Policy**

- A. The Parties have a mutual interest in a safe and healthful work environment. The Parties value the contribution this makes to the accomplishment of the Agency's mission and to the quality of work life of all employees.
- B. The Agency is responsible for providing a safe and healthful workplace in accordance with Federal law and regulations. The Parties agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Agency's control.
- C. Employees will comply with occupational safety and health standards, orders, and regulations applicable to their positions.

### **Section 2. Occupational Safety and Health Committees**

The Parties will continue to maintain the occupational safety and health committees in existence as of the effective date of this Agreement. Committees may be established at facilities that presently do not have a committee. All committees will be established and/or operated in accordance with 29 CFR 1960.

### **Section 3. Union Participation**

- A. The Agency will afford the Union the opportunity to participate in any and all safety and health inspections as defined by and in accordance with 29 CFR 1960 and EO 12196.
- B. The Agency will afford Union Council Officers and Principle Representatives (as designated in Article 29) the opportunity to attend Agency-sponsored OSHA training, whom have not otherwise had similar training in another capacity.

### **Section 4. Reporting Unsafe and/or Unhealthful Working Conditions**

- A. Employees have a right without fear of penalty or reprisal to report unsafe and/or unhealthy working conditions to their supervisors and/or health and safety committee members. The Parties encourage employees to report unsafe and unhealthy working conditions.
- B. The Agency will make available complaints received regarding unsafe and/or unhealthy working conditions and information regarding any action(s) taken to Safety and Health Committees and the Union upon request.

## Section 5. Imminent Danger Situations

- A. The term "imminent danger" means any condition or practice in any workplace which is such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. (29 CFR 1960.2u).
- B. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has a right to decline to perform his/her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek redress through normal hazard reporting and abatement procedures. In these instances, however, the employee must report the situation to his supervisor or another supervisor who is immediately available.
- C. An employee's right to refuse to do a task is protected only if **all** of the following conditions are met:
  - 1. Where possible, the employee has notified management of the situation and asked them to eliminate the danger, and management failed to do so; **and**
  - 2. The employee refused to work in "good faith." This means an employee must genuinely believe that an imminent danger exists. An employee's refusal cannot be a disguised attempt to harass the employer or disrupt business; **and**
  - 3. A reasonable person would agree that there is a real danger of death or serious injury; **and**
  - 4. There isn't enough time, due to the urgency of the hazard, to get it corrected through regular enforcement channels.
- D. If the condition can be corrected and the corrected condition does not pose an imminent danger, the employee must return to work. If the supervisor cannot correct the condition or does not feel that an imminent danger condition exists, the supervisor may request an inspection by the appropriate safety officer and/or management representative. While awaiting an inspection and the completion of any repairs resulting from the inspection, management may require that the employee perform alternative tasks.
- E. If available, a local representative will be given the opportunity to be present during the inspection by the safety and/or management representative. If the safety or management representative decides the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. Refusal to perform an assignment after the safety or management representative has deemed it to be safe may result in disciplinary action.

- F. When management receives a report that a dangerous, unhealthful or potentially dangerous condition is present at a particular worksite, management shall notify the local Health and Safety Committee of the alleged dangerous or unhealthful condition.

**Section 6. Record-keeping**

- A. The Agency will maintain a log of all work place related injuries. Information recorded and maintained in the log will be equal to that as was required in the January 2001 publication of 29 CFR 1960.67.
- B. The Agency will maintain a log of each report of existing or potential unsafe and unhealthy working conditions. Information recorded and maintained in the log will be equal to that as was required in the January 2001 publication of 29 CFR 1960.28.

**Section 7. Worker's Compensation**

- A. NARA 316 is the governing directive for NARA's Worker's Compensation Program.
- B. The Agency will annually notify employees of workers' compensation rights, and procedures, and will post and maintain this information on its website.
- C. When an employee reports on-the-job injury, the Agency will inform the employee of her or his right to fill out a CA-1 or CA-2 as appropriate.
- D. An employee may request that the Agency explain to her or him the CA-1 or CA-2 form or any portion thereof.

**Section 8. Smoking**

Smoking regulations in place at the execution of this Agreement remain in effect unless changed after following the procedures contained in the mid-term bargaining article of this Agreement.

**Section 9. Biological and Chemical Hazards**

- A. The Agency will identify positions that use chemicals in performance of their duties.
- B. The Agency will inform an employee(s) if she or he occupies a position that uses chemicals in performance of their duties.
- C. The Agency will provide employees with Material Safety Data Sheets (MSDS) for chemicals that they handle or are exposed to in performance of their duties.
- D. An employee may submit a memorandum to the Agency documenting her or his exposure to a hazardous chemical(s).

**Deleted: Job Related Injuries and Illnesses¶**

**Deleted:** <#>**Notification:**The Agency agrees that when employees suffer or allege illness or injury in the performance of duties, the supervisor and/or the appropriate management official will immediately inform the affected employees of their rights under the Federal Employees Compensation Act (FECA). These rights include the following:¶

¶  
<#>The employee's right to file for workers' compensation benefits.¶

<#>The procedure for filing a claim, CA-1 for Traumatic Injuries or CA-2 for Occupational Injuries.¶

<#>The right to seek medical attention¶  
<#> - Procedure for Filing Claims for Workers' Compensation Benefits¶

<#>Management agrees to process claims for on the job injuries in accordance with appropriate FECA rules and regulations. Employees must report all on the job injuries to their supervisor, and will complete the appropriate form(s) in a timely manner. The supervisor will take action to ensure that the appropriate office(s) is/are promptly notified so that necessary reports and employee claims can be processed timely.¶

<#>The appropriate sections of the form should be filled out by the employee and given to the supervisor as soon as possible. If requested, Management will provide assistance to employees in preparing necessary forms and documents for submission to the Office of Workers' Compensation Programs.¶

**Deleted:** post the CA-10 in all facilities notifying employees of their wo

**Deleted:** the agencies workers' compensation policy and procedures on the agency w

**Deleted:** <#>The Parties recognize the need for emergency treatment for employees injured on the job. The Agency will provide emergency treatment through: ¶

<#>First-aid; ¶  
<#>On-site medical facilities; or ¶  
<#>Transportation to and from off-site medical facilities. ¶

<#>The Agency will annually notify employees of Worker's Compensation rights, responsibilities, and procedures and will post and maintain this information on its web-site.¶

<#>When an employee reports an on-the-job injury, the Agency will inform them of her or his right to fill-out a CA-1 or CA-2 as appropriate. ¶

<#>An employee may request that the Agency explain to her or him the CA-1 or CA-2 form or any portion thereof. ¶

- E. When large scale applications of chemicals (e.g., painting, carpet shampooing, fumigation) will be used, the Agency will notify the Union and affected employees.
- F. The Agency will assess areas where water leakage and collection have occurred for potential mold growth.
- G. The Agency will limit employees' exposure to mold through the use of personal protective equipment (PPE), and/or retardation or control procedures (e.g., removing or discarding contaminated materials; or cleaning and disinfecting contaminated areas/materials).

#### **Section 10. Unsafe equipment, devices, structures, supplies, furniture, and tools**

The Agency will remove from service, lock and/or tag out, and render inoperative (as appropriate) unsafe equipment, devices, structures, supplies, furniture, and tools.

#### **Section 11. Safety in Hot Environments**

- A. The Parties recognize that working in high humidity and temperatures can pose serious health risks. The Agency recognizes that it has a responsibility to provide adequate protections and take measures to reduce the risk and prevent heat-related illnesses. Both Parties understand that all employees play a role and have responsibilities to themselves and others in ensuring safety and health in high humidity and temperature work environments.
- B. From May 1st through September 15, at the discretion of the Agency or upon the request of the Union, the Agency will determine the heat index reading(s) for non-climate controlled work areas in the following manner:
  - 1. Temperature and relative humidity readings will be taken between 10:00a.m. and 11:00 a.m. and 2:00 p.m. and 3:00 p.m.;
  - 2. The temperature and relative humidity readings will be converted into a heat index reading using the NOAA Meteorological Calculator <http://www.srh.noaa.gov/FTPROOT/FFC/html/metcalc.shtml>
  - 3. In 14-foot or higher shelving facilities stack areas will be considered as two separate work areas: (1) upper levels (shelves 8 and above) and (2) lower levels (between shelves 1-7). In facilities where the shelving is less than 14 feet high, there is only one work area. The upper level reading will be taken on a pulpit ladder between the 12th and 14th shelf; the lower level reading will be taken while standing on the ground between the 4th and 6th shelf. If NARA moves to facilities with stack areas exceeding 14 foot high shelving, work areas will be measured in 7 foot shelving intervals;
  - 4. The Agency will maintain a log at each facility of all readings capturing the following information:
    - A. Date and time of reading;
    - B. Facility and Location of reading;
    - C. Temperature;

- D. Humidity;
  - E. Heat Index; and
  - F. Person(s) conducting the reading
5. The log will be maintained for a period of at least two years. The log will be made available to the Union upon request.
  6. Occupational Safety and Health Committee members and the Union will be afforded the opportunity to accompany the Agency official taking the reading and will have immediate access to the data.
- C. When the heat index is expected to be 90 degrees or above, the Agency will consider the following actions to minimize exposure and/or mitigate risk(s) associated with exposure:
1. Varying work schedules or hours;
  2. Relocating employees to cooler work environments;
  3. Increasing air circulation;
  4. Providing employees access to drinking water in work areas;
  5. Scheduling heat safety breaks; and/or
  6. Dismissing employees early.
- D. When the Agency exposes employees to work environments with a heat index between 106 degrees and 129 degrees, the Agency will at a minimum:
1. Provide employees with drinking water in work areas; and
  2. Implement a heat safety break schedule. For every 48 minutes of continuous exposure to a work area with a heat index between 106 and 129 degrees, the Agency will relocate the employee(s) to a cooler environment (a heat index of < 106 degrees) for 12 minutes. The Agency may assign employees work during the heat safety break.
- E. The Agency will not expose employees to work environments that exceed a heat index of 129 degrees, except when the Agency determines the exigency of business requires employee exposure. When the exigency of business requires employee exposure to work environments that exceed a heat index of 129 degrees, the Agency will limit employee exposure to no more than 18 minutes per hour.
- F. The Agency will conduct annual heat safety training for all bargaining unit employees at facilities whose work areas reached a heat index of 90 degrees or above the preceding year. Training will include:
1. Knowledge of the hazards of heat stress (heat induced disorders);
  2. Recognition of predisposing factors;
  3. Danger signs and symptoms;
  4. Awareness of first aid procedures for heat stress;
  5. The potential health effects of heat stress;
  6. Employee's responsibilities in avoiding heat stress; and



7. The contents of this section of the Article.
- G. The Agency will post first aid signs on heat stress at facilities whose work areas reached a heat index of 90 degrees or above the preceding year.

## Article 13 Position Classification

### Section 1. Guidelines

The Parties agree that positions will be classified in accordance with the government's Classification Standards and 5 U.S.C. Chapter 51. The Agency retains full control of the assignment of duties to a position and who performs those duties.

### Section 2. Position Descriptions

All major recurring duties and responsibilities assigned to an employee on a permanent basis will be reflected in a written position description and classified on a timely basis. Each employee will be provided a complete and accurate description of her or his position. The Union will be furnished copies of any bargaining unit job description upon request.

### Section 3. Requests for Classification Review

- A. An employee may request an agency classification review. Employees are encouraged to discuss the matter with their supervisor prior to submitting a formal written request.
- B. If the employee chooses to pursue a classification review, the employee must submit a formal written request through her or his supervisor for appropriate consideration. The request must contain:
  1. The reasons why the employee believes her or his current position is erroneously classified; and
  2. A statement of whether the employee believes her or his current position description is accurate.
- C. The agency will provide timely written notification to the employee specifying what action will be taken, if any.
- D. If the agency decides not to perform a review, or if the employee disagrees with the results of the review, the employee may contact the Human Capital Office, Talent Management Division, the Union, or the Office of Personnel Management to find out what appeal rights apply.

### Section 4. Union Presence During Desk Audits

The Union may be present as an observer during desk audits Management conducts in response to formal classification appeals.

### Section 5. Effective Date of Accretion Promotions

**Deleted: Section 12. Safety in Cold Environments¶**

The Agency will provide cold weather/cold environment gear (and related training) to employees when they are required to work in cold storage environments.¶

**Deleted:** An employee may request an agency classification review. Employees are encouraged to discuss the matter with their supervisor prior to submitting a formal written request. The employee must submit a formal written request to the employee's Office Head through her or his supervisor

When the Agency makes a final decision that an employee's position is a higher grade, and the employee is to be non-competitively promoted, the promotion will be effective no later than the second full pay period following the final decision.

## **Article 14 Merit Staffing**

### **Section 1. Purpose and Policy**

The Parties agree that NARA will conduct its merit promotion program in accordance with the requirements of applicable statutes and regulations. The provisions of this article apply to the filling of bargaining unit positions.

### **Section 2. Actions Covered by Competitive Procedures**

Competitive procedures will apply to the following types of personnel actions concerning bargaining unit positions:

- A. Promotions (except for those exempt from competition under Section 3 below);
- B. Temporary promotions exceeding 120 days;
- C. Details to higher graded positions or to positions with known promotion potential for more than 120 days;
- D. Reassignment or demotion to a position with more promotion potential than previously held on a permanent basis;
- E. Transfer to a higher graded position than previously held on a permanent basis;
- F. Reinstatement to a permanent or temporary position at a higher grade than the highest grade held in a non-temporary position in the competitive service.

### **Section 3. Actions Not Covered by Competitive Procedures**

The following actions are not covered by competitive procedures:

- A. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position with no greater promotion potential than the potential of the position that an employee currently holds or previously held on a permanent basis in the competitive service and did not lose because of performance or conduct reasons;
- B. A promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to the issuance of a new classification standard or the correction of an initial classification error;
- C. A position change permitted by reduction in force regulations;
- D. A promotion without current competition when at an earlier stage an employee was selected from a civil service register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled (e.g., career-ladder promotion);

- E. A promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities;
- F. A career ladder promotion following non-competitive conversion, e.g., cooperative education student, VRAs and [Schedule A](#) appointees;
- G. A position change from a position having known promotion potential to a position having no higher potential;
- H. A temporary promotion of 120 days or less;
- I. Selection from the Re-employment Priority List in accordance with appropriate Federal rules and regulations;
- J. Re-promotion to a grade or position from which an employee was demoted without personal cause and not at her or his request;
- K. Consideration of a candidate not given proper consideration in a competitive promotion action; and
- L. Promotions directed by Judges, Arbitrators, Federal Labor Relations Authority or other appropriate authority.

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#### **Section 4. Vacancy Announcements**

- A. Posting Vacancy Announcements.
  - 1. The Agency will post vacancy announcements on the NARA webpage and make paper copies readily available to employees at each facility. Copies of vacancy announcements will be provided to the Council President.
  - 2. Announcements will be posted for at least 10 workdays before the closing date;
  - 3. Open continuous announcements will remain posted until a closing notice is issued; and
  - 4. If a vacancy announcement has been posted and any information is later found to be in error or subsequently changed, i.e.:
    - A. area of consideration;
    - B. duty station;
    - C. grade change;
    - D. career ladder of the position; or
    - E. if there is a change in the factors by which the candidates will be evaluated the announcement must be re-posted citing the change and whether or not the original applicants need to re-file in order to be considered. The posting time and distribution will be no less than ten working days.
- B. Vacancy announcements will include, but not be limited to, the following information:
  - 1. Statement of non-discrimination;
  - 2. Announcement number and posting and closing dates;
  - 3. Position title(s), series and grade(s);

4. If more than one vacancy is to be filled;
  5. Test to be used, if any;
  6. Description of promotion potential, if any;
  7. All selective placement factors;
  8. A summary of criteria to be used in ranking the candidates, including the knowledge, skills, and abilities, and/or competencies to be evaluated;
  9. Geographic and duty station;
  10. Summary of the duties of the position;
  11. Summary of eligibility and qualifications requirements;
  12. Permanent or temporary nature; and if temporary, the duration and if the promotion may be made permanent;
  13. Contact information relating to the announcement;
  14. Special working conditions such as irregular tour of duty or frequent travel requirements;
  15. A statement that the position is in the AFGE bargaining unit;
  16. The different levels at which the position may be filled if it is a multiple level announcement; and
  17. Additional specific information relevant to the evaluation of candidates, e.g. writing samples, portfolios.
- C. Cancellation.

The Agency will post cancellation of vacancy announcements on the NARA webpage and make paper copies readily available to employees at each facility.

### Section 5. Employee Applications and Resumes

- A. Filing an Application or Resume  
The employee is responsible for completing and filing an application or resume in accordance with the directions in the vacancy announcement.
- B. Time Limits.  
The time limits for filing for a posted vacancy are as follows:
  1. Open Continuous Announcements. An employee may file at any time as outlined on the vacancy announcement. The register will be periodically updated.
- C. Individual Announcements. Applications will be accepted if they are received or postmarked by the closing date.
- D. Multiple Applications  
When an employee applies for more than one announcement, full consideration will be given for each vacancy applied for, and the employee's eligibility on one vacancy will not preclude consideration for other vacancies. A separate application must be filed for each announcement.

**Deleted:** During the posting period, an employee's supervisor or another employee may file an application for an employee who is absent from the worksite or on travel.

**Deleted:** Upon request of the employee, the Agency will submit an employee's application for announcements posted during an employee's approved absence.

- E. Wage Grade  
Wage grade employees may compete, if eligible, for General Schedule positions, and vice versa.

**Section 6. Establishing the Best Qualified List**

- A. Qualifications of candidates for bargaining unit positions announced under the merit promotion plan will be evaluated under the OPM *Operating Manual for Qualification Standards for GS Positions* or the *Job Qualification Standards for GS Positions* and *The Job Qualification System for Trades and Labor Occupations*, guidelines permitted by OPM, selective placement factors, and [assessment questionnaires](#) in accordance with OPM guidelines. Ineligible applicants will be notified in writing of the determination of ineligibility.
- B. A job analysis will be developed to determine the knowledge, skills, and abilities and/or competencies required to identify the best qualified candidates for the position to be filled.
- C. [Candidates will be evaluated for positions and receive a rating based on their job-related knowledge, skills, and abilities \(KSAs\). Category rating will be used as the evaluation method.](#)
- D. An [assessment questionnaire](#) will be fair and objective and be based on a job analysis to identify the knowledges, skills, and abilities and/or competencies for successful job performance.
- E. An [assessment questionnaire](#) will specify how each knowledge, skill, and ability and/or competency is measured and the credit levels for each.
- F. After the candidates for the Best Qualified List have been determined, they will be arranged alphabetically and referred to the selecting official for consideration.

**Deleted:** KSAOs,  
**Deleted:** crediting plans

**Deleted:** All candidates for promotion will be evaluated under the appropriate crediting plan and/or rating guide.

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**Deleted:** <#>Credit for performance appraisals, training, education, experience, and awards will be accorded only in terms of the degree to which they provide evidence that the applicant possesses the knowledge, skills, and abilities identified in the job analysis. ¶  
<#>The performance appraisal, applicable to the current position, may be used in rating and ranking the candidates. ¶  
<#>A composite of the numeric value from the crediting plan, the job-related performance appraisals, and awards will constitute the overall value for rating and ranking of candidates to determine best qualified. ¶

**Section 7. Priority Consideration**

- A. Priority consideration is consideration for an appropriate vacancy given to an employee because of previous failure to properly consider the employee in a merit promotion action. An appropriate vacancy is the next available position in the same geographic or commuting area for which an employee is interested, eligible, and fully qualified, and which has the same promotion potential as the one for which proper consideration was not given. In order to receive priority consideration, an employee who has been determined eligible for priority consideration must no later than 30 days after notification of the determination, submit a written list of positions in which she or he is interested to the [Human Capital Office, Talent Management Division](#). If the employee refuses consideration for a listed position, the employee forfeits his/her entitlement to the priority consideration.
- B. Processing.  
The procedures for processing priority consideration(s) will be:

1. Before referring a list of eligible candidates to the selecting official, the [Human Capital Office, Talent Management Division](#) will provide the selecting official with a list of employees eligible for priority consideration.
2. The selecting official will give consideration to those employees on the priority consideration list.
3. The Agency will notify the employee of non-selection under priority consideration. Non-selection under this section will not preclude an employee from subsequent selection for a Best Qualified List for the same position. The Union will be notified of selections of unit employees made under priority consideration. Upon timely request, the employee will be provided the reasons for non-selection under this section before the selecting official considers candidates from other sources.

#### **Section 8. Selection**

- A. If the selecting official interviews any referred bargaining unit candidates then she or he will interview all referred bargaining unit employees. When a face-to-face interview is not possible, a telephone interview is acceptable. The selecting official is responsible for ensuring that interview questions are job-related.
- B. Selection by the selecting official will be made in the following manner:
  1. The selecting official may select anyone on the referral list;
  2. When a decision has been made, the selecting official will notify the [Human Capital Office, Talent Management Division](#) which will be responsible for notifying the employee and the Union and ensuring that the appropriate personnel forms are processed; and
  3. Upon a candidate's request, the selecting official will indicate when a selection decision will probably be made.

#### **Section 9. Employee Information**

- A. Upon request to the [Human Capital Office, Talent Management Division](#), an employee will be provided the following information for each vacancy applied for: whether the employee meets minimum qualification requirements, whether the employee was referred to the selecting official, and the name of the employee selected for the vacancy. In addition, an employee who was not referred may request [his/her overall score](#) and the referral cutoff score if available.
- B. Upon request, and from the selecting official, an employee will be provided the following information: reason(s) why the employee was not selected, and what areas, if any, they can improve to increase their chances for future promotion to the position in question.
- C. No member of an Evaluation Panel may transmit any information concerning a promotion action to any applicant, or other unauthorized person. The selecting official will discuss her or his selection with only appropriate

**Deleted:** the number of points he/she received in each category

Management personnel until the selectee has been officially notified of the selection.

## Section 10. Career Ladders

A. In order to be eligible for a career ladder promotion, an employee in a career-ladder position below the full performance level must meet all eligibility requirements and the most recent overall performance rating must be at least fully successful.

B. Upon meeting the applicable eligibility requirements, the supervisor certifies the employee's readiness for promotion and submits the request for personnel action to effect the career promotion.

## Section 11. Miscellaneous

### A. Compensation.

An employee's level of compensation upon promotion will be set in accordance with applicable regulations.

### B. Promotion records.

A file sufficient to allow reconstruction of a competitive action will be kept in accordance with the NARA Files Retention Schedule.

### C. Effective Date.

An employee who has been selected for a competitive promotion will have her or his promotion effective no later than one complete pay period following receipt of the selection by the [Human Capital Office, Talent Management Division](#) unless circumstances require otherwise, e.g., within-grade increase, long distance moves, exigencies of the Agency.

**Deleted:** In order to be eligible for a career ladder promotion, an employee in a career-ladder position below the full working level must meet all eligibility requirements and receive an overall performance rating of at least fully successful and be rated fully successful or better in all critical elements which are also critical elements for the higher level position.¶

## Section 12. Information on Promotion Actions

Upon completion of the selection process, the promotion file, minus the [assessment questionnaire](#), will be made available to the appropriate Union representative, when requested as part of an investigation to determine whether or not to file a grievance or to process a grievance concerning the competitive procedures of that particular vacancy.

**Deleted:** crediting plan

## Section 13. Temporary Promotions/Higher-Graded Details

Employees will not be detailed or temporarily promoted to higher graded positions for more than a cumulative total of 120 days in a calendar year without competition. When the assignment exceeds 120 days, the temporary promotion/detail will be competitive.

## Article 15 Details, Reassignments, and Voluntary Changes

### Section 1. Details

- A. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period. The employee continues to be the incumbent of the position from which detailed. Details to a higher

graded position in excess of 30 days will be documented and maintained in the employee's [electronic](#) Official Personnel Folder ([eOPF](#)).

- B. Higher graded duties.  
Details to higher graded positions or to positions with known promotion potential for more than 120 days will be accomplished through the competitive procedures contained in the Merit Staffing Article.
- C. For the purposes of time-in-grade, promotions and evaluations, an employee will not be adversely affected by a detail to a lower graded position.
- D. An employee detailed to a different duty station or different work schedule will be given 15 days written notification, except in the case of an agency exigency.
- E. All leave previously requested and approved will be transferred with the employee, except in the case of an agency exigency.
- F. If an employee with a [disabling condition](#) as defined in 29 CFR §1630 is detailed, appropriate accommodations will be provided in the new position, in accordance with applicable laws and regulations.
- G. An employee, who has been injured on the job, may be detailed in accordance with OWCP procedures.

**Deleted:** qualified handicap

## Section 2. Reassignments

- A. Definition.  
Reassignment means a permanent change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.
- B. An employee reassigned to a different duty station or different work schedule will be given 15 days written notification, except in the case of an agency exigency.
- C. All leave previously requested and approved will be transferred with the employee, except in the case of an agency exigency.
- D. If an employee with a [disabling condition as defined in 29 CFR §1630](#) is reassigned, appropriate accommodations will be provided in the new position, in accordance with applicable laws and regulations.
- E. An employee, who has been injured on the job, may be reassigned in accordance with OWCP procedures.
- F. The Agency agrees to give the Union 15 days notice before reassigning a Union Officer, Official, or Steward.

**Deleted:** qualified handicap as defined in 29 CFR §1614

## Section 3. Voluntary Changes

- A. Employees may request to be reassigned. It will be the responsibility of the employee to locate a position to which she/he would like to be reassigned. The employee may request assistance from their supervisor. However, the supervisor is under no obligation to assist the employee.



- B. The Agency agrees to consider such a request and respond to the employee in a reasonable time. If the request is denied, Management agrees to inform the employee in a reasonable amount of time the reasons for the denial. If the employee makes a request for a voluntary change in writing, Management will reply in writing.
- C. The Union and employees understand that Management is under no obligation to grant such a request.

**Article 16 Performance Management System**

**Section 1. General**

The Performance Management System (PMS) will be administered in accordance with the terms of this Agreement, 5 U.S.C. 4301 et. seq., 5 CFR Parts 430 and 432, NARA Chapter 430, PERSONNEL 300), as well as all other Federal statutes and regulations.

**Section 2. Definitions**

For the purpose of this Article, the following definitions apply:

- A. Performance Appraisal. Performance appraisal is the process of comparing actual job performance against performance standards, rating each critical element, and assigning a summary rating.
- B. Performance Standards. Statements of the expectations or requirements established by management for a critical element at a particular rating level. These should include distinctions to differentiate among highly successful, fully successful, and minimally successful. To the extent possible, standards will be specific, measurable, achievable, relevant, and time-bound.
- C. Critical Element. A component of a position consisting of one or more duties and responsibilities that contribute toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.
- D. Performance Review. Two performance reviews of the employee's performance on each critical element are conducted each year: a midyear progress review of the employee's progress toward achieving the performance standards established in her or his performance plan which is not in itself a rating and a final review at the time the rating of record is issued.

**Deleted:** Standards. To the extent possible, performance standards include objective measures of performance such as quality, quantity, cost efficiency, timeliness, and manner of performance, and may include other measures of performance as appropriate.

**Section 3. Performance Rating**

The rating of record is the official written summary of an employee's performance given at the end of the rating period and is determined by evaluating the employee's performance against the employee's written performance standards.

- A. Uniform Performance Appraisal Rating Periods.

1. The annual appraisal period for all NARA employees, except those identified in subparagraph 2, is October 1 through September 30 of each year.

2. For employees in the Business Services (B), Office of Human Capital (H), and the Office of the Federal Register (F), the rating period is April 1 through March 31 of each year.

B. Rating Levels.

The level of ratings for each individual element and the summary rating are described in NARA PERSONNEL 300, Chapter 430 and are as follows: outstanding, highly successful, fully successful, minimally satisfactory, and unacceptable. If the rating levels in Chapter 430 are changed they will apply and will supersede the above stated levels.

C. Evaluation Form.

1. Any element rated other than "fully successful" will be justified in writing on the Agency's evaluation form. Each employee will be given a copy of the rating.
2. Employees will receive their ratings normally within 60 calendar days after the end of the Uniform Performance Appraisal Rating Period. The employee will be notified if [HT](#) grants a 30-day extension under NARA Interim Guidance 300-15 ( December 31, 2001).

D. General Performance Level Definitions.

1. Outstanding. Rare, high quality performance which leaves little room for improvement. Performance consistently far exceeds standards established at the highly successful level and makes an unusual contribution towards achieving organizational objectives.
2. Highly successful. Unusually good performance which is consistently better than expected of most employees. Performance meets or exceeds all standards established at this level and makes a significant contribution towards achieving organizational objectives.
3. Fully successful. Good performance and work quality and quantity indicative of a fully competent employees. Performance meets all standards established at this level and contributes towards achieving organizational objectives.
4. Minimally [successful](#). Performance below the level expected of most employees; the minimum level for retention on the job. Performance meets standards established at this level.
5. Unacceptable. Performance that is inadequate for retention in the job. Performance fails to meet minimally [successful](#) performance standards on one or more critical elements.

Each employee will be issued a performance plan in accordance with Chapter 430 on NA Form 3020 with critical elements and performance standards specifically defined for her or his position.

#### **Section 4. Procedures for Applying Performance Appraisal System**

- A. The employee will receive, in writing, the critical elements and performance standards for her or his position. Performance standards will be re- issued on an annual basis, or when the employee changes positions, or when a critical element or performance standard is changed.
- B. At the time the supervisor furnishes a copy of the written critical elements and performance standards to the employee, the supervisor, the employee and the employee's Union representative (if the employee elects to have one present) will discuss the critical elements and performance standards. If the employee lacks clarity, the supervisor will seek to clarify the elements and standards in an attempt to assure comprehension. Management has the right to set performance standards.
- C. After the discussion has been completed, the supervisor and employee will complete and sign NA form 3020, titled "Performance Management System - Performance Plan." A copy will be furnished to the employee and the Union representative, if any.
- D. During a mid-year progress review, an employee should be given an understanding of how their performance would currently be evaluated according to the standards and in the judgment of the supervisor. Normally, if no significant change has occurred affecting the performance plan, this should include a comparison to the prior rating period.
- E. Mid-year performance reviews will be documented in accordance with NARA Interim Guidance 300-27.
- F. If at any time during the rating period, a supervisor finds that an employee's performance is deficient (i.e., below fully successful), the supervisor will notify the employee and provide assistance to improve performance.
- G. The supervisor will make appropriate allowances at the annual rating for work-related factors that were beyond the control of the employee which may have made it more difficult, or impossible, to meet the written performance standards.
- H. During mid-year progress reviews and annual performance reviews, the supervisor will answer any questions the employee may have concerning what is necessary to improve performance. The employee may submit written comments regarding the review that will be retained by the supervisor. Employee comments are not approved for retention in Official Personnel Files (eOPF or EPF).

I. When the mid-year progress review and/or performance rating is issued, a meeting with the employee will be held to discuss the review or rating.

**Section 5. Unacceptable Performance**

- A. Performance which is below the minimally satisfactory level (or is at any future defined level of unacceptable performance) on one or more critical elements is unacceptable. Reduction in grade and removal because of unacceptable performance are taken under the authority of 5 U.S.C. 4303 and 5 CFR Part 432 or 5 U.S.C. Chapter 75 and 5 CFR Part 752.
- B. When performance is unacceptable the supervisor will first allow the employee a reasonable opportunity period to demonstrate acceptable performance before taking any performance based action under 5 U.S.C. 4303 and 5 CFR Part 432. The supervisor must notify the employee in writing that she or he believes that the employee's performance has reached an unacceptable level and that the employee will be given an opportunity to improve her or his performance. This notice:
  - 1. Identifies the critical element(s) for which performance is unacceptable;
  - 2. Informs the employee of the performance standards that must be reached in order to be retained in the position;
  - 3. Gives the employee a reasonable opportunity to demonstrate acceptable performance; and
  - 4. Indicates the assistance that will be provided.  
During the opportunity period, the supervisor will provide active and appropriate assistance to help the employee improve her or his performance. This assistance may consist of closer supervision, counseling, guidance, formal training, or other assistance as determined by the supervisor.
- C. If at the conclusion of the opportunity period the employee's performance is still unacceptable, and Management determines to propose to reduce the employee in grade, or remove the employee from service, the employee is entitled to:
  - 1. Thirty calendar days' advance written notice of the proposed action specifying instances of unacceptable performance on which the proposed action is based, the critical element(s) involved in each instance of unacceptable performance, and, if a performance appraisal has been prepared, a copy of the performance appraisal on NA Form 3021;
  - 2. Notification that the employee has the right to reply to the proposal orally and/or in writing and to be represented by the Union (or by another representative, including an attorney);
  - 3. A reasonable period of time for the employee to answer orally and/or in writing. Normally the time allowed should not be less than 15 calendar days following the date the employee receives the notice; and

**Deleted: Section 4. Procedures for Applying Performance Appraisal System¶**

<#>The employee will receive, in writing, the critical elements and performance standards for her or his position. New performance standards will be issued in writing when the employee changes positions, or when a critical element or performance standard is changed. ¶  
<#>At the time the supervisor furnishes a copy of the written critical elements and performance standards to the employee, the supervisor, the employee and the employee's Union representative (if the employee elects to have one present) will attempt to reach accord on the critical elements and performance standards. If the employee disagrees, the supervisor will discuss the disagreement in an attempt to resolve them. Management has the right to set performance standards. ¶  
<#>After the discussion has been completed, the supervisor and employee will complete and sign NA form 3020, titled "Critical Elements and Performance Standards Certification." A copy will be furnished to the employee and the Union representative, if any. ¶  
<#>During performance reviews, the supervisor will answer any questions the employee may have concerning what is necessary to improve performance. The employee may submit written comments regarding the review that will be retained by the supervisor. ¶  
<#>When the performance rating is issued, a meeting with the employee will be held to discuss the rating. ¶  
<#>The supervisor will make appropriate allowances at the annual rating for work-related factors that were beyond the control of the employee which may have made it more difficult to meet the written performance standards. ¶  
<#>Normally, an employee should be notified of performance deficiencies before receiving a lower rating on an element than they received for the previous annual rating period. The notification should be made as soon as practicable after deficient performance is noted. ¶  
<#>Mid-year progress reviews will be conducted in accordance with NARA Interim Guidance 300-27. ¶

4. A written decision which specifies the instances of unacceptable performance on which the action is based.
- D. Management must issue its written final decision no later than 30 days after the expiration of the notice period. The deciding official may extend the notice period by no more than 30 additional days. A decision to remove or reduce in grade under 5 U.S.C. 4303 and 5 CFR Part 432 must be based on instances of unacceptable performance which occurred during the one-year period ending on the date of the notice of proposed action.

**Section 6. Within-Grade Increases (WGI)**

- A. A general schedule (GS) employee will be granted a WGI if eligible under 5 CFR § 531.404.
- B. For purpose of granting WGI, certification of an employee's acceptable level of competence will be in accordance with NARA Interim Guidance 300-12 (August 2, 2001).
- C. If a WGI is denied for an employee, the employee will be informed in writing of:
  1. The reason(s) for the negative determination;
  2. The respects in which performance must be improved in order to achieve an acceptable level of competence; and
  3. The right to request reconsideration of the negative determination.
- D. The explanation of the right to request reconsideration will include notification that:
  1. The request must be made in writing within 15 calendar days of receipt of the negative determination;
  2. The employee, if otherwise in a duty status, will be granted a reasonable amount of official time to review the material that is the basis of the negative determination and to prepare a response;
  3. The employee will have the right to be represented by the Union (or other representative); and
  4. The name and address of the Management official to whom the request for reconsideration should be delivered. This person will be an official at a higher level than the reviewing official.
- E. The Management official, who receives a request for reconsideration, will issue a decision on the request for reconsideration within the following time limits:
  1. After receipt of the request for reconsideration, the decision will be issued within 15 workdays; however, if Management needs additional time, the employee and/or representative must be notified of the reason(s) for delay and the estimated date of the decision.
  2. If the decision is to grant the WGI, the decision will be made retroactive to the first day of the first pay period following completion of the waiting period and in compliance with the conditions of eligibility.

3. If the decision is to deny the WGI, the notice of decision will inform the employee of the right to grieve under the negotiated grievance procedure
4. When a WGI has been withheld, the rating official may, at any time at least 90 calendar days after the denial, determine that the employee has demonstrated sustained performance at an acceptable level of competence, prepare a new rating of record, and grant the WGI. However, the rating official is only required to determine whether an employee's performance is at an acceptable level of competence after each 52 calendar weeks following the original eligibility date for the WGI.

### Section 7. Performance Awards

- A. An annual rating of record of "outstanding" or "highly successful" may be the basis for a cash award. Awards are subject to Management approval. If granted, an award may be made in accordance with the following:
  1. If a cash award is granted for a rating of "outstanding" for a performance period of one year or more, the award will be 3% of the first step of the employee's grade during the rating period for which the award is made rounded to the next highest multiple of five dollars. Alternatively, Management may consider granting a quality step increase to an employee who is rated outstanding when appropriate. However, a Quality Step Increase (QSI) is not required and is appropriate only under circumstances such as those described in Paragraph 113 of Chapter 430 (NARA PERSONNEL 300).
  2. If a cash award is granted for a rating of "highly successful" for a performance period of one year or more, the award will be 1% of the first step of the employee's grade during the rating period for which the award is made rounded to the next highest multiple of five dollars.
- B. Awards should be made as promptly as practicable.

**Comment [FEA1]:** This section tabled – temporary share-based process in place due to fiscal realities

### Section 8. Keeping Records of Performance

- A. To the extent appropriate, supervisors will maintain records of performance, which may include, as appropriate:
  1. What work was assigned;
  2. When it was assigned;
  3. What instructions, written or oral, were given concerning:
    - A. Time requirements, if a factor;
    - B. Cost requirements, if a factor;
    - C. Quality requirements;
    - D. Quantity requirements;
    - E. Process requirements (i.e., steps to follow, a procedure to use); and
    - F. Other requirements.
  4. When assignments are past due;

5. When assignments are cancelled or transferred to other employees; and
  6. When assignments are completed and whether they met, failed to meet or exceeded standards.
- B. The annual overall rating will be kept on file no less than 3 years unless the employee leaves the Agency earlier.
  - C. In the case of a denial of WGI, the following documents will be maintained to support the appeal process:
    1. A copy of the notice of negative determination;
    2. The employee's written request for reconsideration, if one is made;
    3. A report of inquiry, if one is made;
    4. A written summary of any personal presentation, if one is made; and
    5. A copy of the decision on the request for reconsideration.
  - D. The employee and the employee's Union representative have the right to a copy of any of the documents covered by this section.

#### **Section 9. Engineered Standards**

- A. Management will notify the Union prior to conducting a study, normally at least one week in advance.
- B. Employees will be informed of the purpose and intent of the study.
- C. Upon request, the Union will be provided those portions of the completed study relating to the establishment of the performance standards.
- D. Upon request, employees may review those portions of the completed study relating to the establishment of the performance standards.

#### **Section 10. Team Leaders**

- A. Team Leaders may be in or out of the bargaining unit depending on their duties.
- B. Team Leaders whose duties place them in the bargaining unit will not:
  1. Serve as the performance appraisal rating official
  2. Take disciplinary action

#### **Section 11. Re-negotiation**

Nothing in this agreement regarding performance management will bar future negotiations over performance management. If negotiations are requested, such negotiations will be subject to the provisions of the Mid-term bargaining Article in this Agreement.

#### **Article 17 Incentive and Productivity Awards**

##### **Section 1. Purpose and Policy**

- A. The Parties agree that substantial benefits and enhanced productivity may accrue through an Incentive Awards Program and an Employee Suggestion

Awards Program which objectively recognize and may financially reward employee accomplishments.

- B. The Union agrees to encourage employees to participate in these programs.
- C. The Agency may, when appropriate, provide financial incentives and rewards for employees recognized under these programs.

### Section 2. Types of Awards

- A. A superior accomplishment award means a monetary or non-monetary award for a contribution resulting in tangible benefits or savings and/or intangible benefits to the Government.
- B. A special act or service award means a contribution or accomplishment in the public interest which is a non-recurring contribution within or outside of job responsibilities, a scientific achievement, or an act of heroism.
- C. A spot award means an expeditious means of providing a monetary award for a special act or service.
- D. A time off award means an award that provides paid time off from work without charge to the employee's leave balance granted to recognize a superior accomplishment or other personal effort that contributes to the quality, efficiency, or economy of Government operations.
- E. A non-monetary award is recognition of an employee's achievement through an honorary award; or an informal recognition award.
- F. A productivity award is a monetary award given to an employee who exceeds production standards at the highly successful or outstanding level. These awards apply to employees on "engineered"/"historical" standards and are issued on a recurring basis not less than once a quarter.
- G. Group performance awards may be given to recognize superior accomplishments by a group of employees on a special project, workload (quality and/or quantity) or assignment, or for a special act or service.

Deleted: quarterly

### Section 3. Employee Suggestion Awards

The Parties agree to encourage employees to submit suggestions under the Agency's suggestion program. Employee's suggestion forms will be made readily available at work sites. Suggestions will be processed expeditiously. Management will acknowledge receipt of suggestions by notifying the suggesting employee within 10 workdays. If an award is granted, it will be processed as soon as practicable. If a decision has not been reached within 90 days of submission, Management will provide a reason for the delay. Rejections of employee suggestions will be written and contain the reason for the rejection. If a rejected suggestion is later adopted, the suggesting employee may be rewarded.

### Section 4. Productivity Awards

The productivity award amounts in effect as of the date of this Agreement for exceeding "engineered"/"historical" standards will continue. Management agrees it will not make



any changes in the amount of the monetary awards without first giving the Union the opportunity to bargain, as consistent with law and this Agreement.

### Section 5. Re-negotiation

Nothing in this agreement regarding incentive and productivity awards will bar future negotiations over incentive and productivity awards. If negotiations are requested, such negotiations will be subject to the provisions of the Mid-term bargaining Article in this Agreement.

### Article 18 Personnel Files

- A. The Agency has the right to establish, maintain and retain employee personnel records in accordance with law, rule, regulation and this Agreement. These files include the [electronic](#) Official Personnel File ([eOPF](#)), the Employee Performance File (EPF), and the supervisors' unofficial personnel files. The [eOPF](#) is the official record of a Federal employee's government service. The [eOPF](#) includes, but is not limited to, Standard Form 50s, health benefit election forms, and disciplinary actions. The EPF contains employee's annual performance appraisals. The supervisors' unofficial personnel files may contain copies of material placed in an employee's [eOPF](#) and/or EPF, copies of counseling letters, memorandums of record or conversation, and the supervisor's notes.
- B. Personnel records kept by an employee's immediate supervisor will be maintained in a secure, confidential file and will be accessed only by the employee, the employee's representative, authorized in writing, and officials with an administrative need to know its contents. Employees and/or their representative, authorized in writing, will be granted access to all information in their unofficial personnel file maintained by the supervisor within a reasonable period of time, normally within 5 workdays.
- C. Employees and their representatives, authorized in writing, will have the right to review the [eOPF](#) and EPF without charge to leave or loss of pay. The Agency agrees to accommodate reasonable requests for [printed](#) copies of the [eOPF](#) and EPF or portions thereof.
- D. Records maintained in supervisors' unofficial personnel files will only be those that are administratively needed. Records will be retained as long as an administrative need exists.
- E. Only records that are part of an official record to which the employee has access will be used in personnel actions affecting the employee.

### Article 19 Medical Information

The Parties agree that [there are circumstances within the employment relationship which require the Agency to request medical documentation. These include](#)

- [A. Reasonable accommodation, as discussed in Article 4,](#)
- [B. To support a benefit of employment, such as](#)

**Deleted:**

**Deleted:** s for

**Deleted:** must be made in accordance with the requirements of 5 CFR Part 339. The Parties understand that the Agency has the right to require medical information/documentation from employees consistent with 5 CFR Part 339.

[1. Family Medical Leave Act \(FMLA\)](#)

[2. Voluntary Leave Transfer Program \(VLTP\)](#)

[C. When the position encumbered or applied for has physical or medical requirements, as detailed in 5 CFR section 339.](#)

## **Article 20 Drug Testing**

### **Section 1. Medical Documentation**

An employee may submit medical documentation concerning legally prescribed medication to the Medical Review officer.

### **Section 2. Disclosure of Results**

The results of any drug test administered by the Agency for any reason may not be disclosed without the prior written consent of the employee. This requirement will not apply to disclosure to the Agency Medical Review officer, the administrator of the Employee Assistance Program, to the Agency officials involved in taking disciplinary actions or to other authorized government officials who have the need to know. It is the Agency's responsibility to ensure that it discloses information only to authorized officials.

### **Section 3. Procedures and EAP Referral**

- A. When a urine sample is collected, a reserve sample will be retained provided the amount in both the original and reserve samples meet the minimum volume requirements set by the HHS Guidelines. If the original sample tests positive, then the testing laboratory will conduct a test on the reserve sample. The results of both tests will be sent to the Agency's Medical Review officer.
- B. All employees who test positive for illegal drug use will be referred to the Employee Assistance Program.

### **Section 4. Disciplinary Action**

An employee who voluntarily submits to rehabilitation and counseling may be subject to disciplinary action in accordance with Executive Order No. 12564.

### **Section 5. Grievances**

An employee may grieve the Agency's determination that she or he occupies a Testing Designated Position. However, the filing of such a grievance will not delay or impede testing.

### **Section 6. Maintenance of Information**

All information on any employee concerning drug testing and any related documents thereto will be maintained in accordance with 5 U.S.C. Sec. 552(a).

## **Article 21 Employee Assistance Program (EAP)**

### **Section 1. Purpose**

The Union and Management recognize that the EAP program is designed to deal with a range of problems at an early stage when the situation is more likely to be correctable. EAP counselors can assist employees with virtually any issue or problem. Some of the most common concerns include emotional problems, stress management, relationships, financial, family, alcohol, drug use, and job related problems. Management and the union agree to work together to promote the NARA EAP program.

### **Section 2. EAP Counseling**

- A. Employees may voluntarily seek counseling, referral, and information from the EAP.
- B. When a supervisor becomes aware of an employee job-related performance or conduct problem, the supervisor will normally discuss the specific problem with the employee. This discussion between the supervisor and the employee will be treated as confidential. If the employee fails to correct the identified problems through her or his own efforts, and the supervisor believes the employee may be having personal problems, the supervisor may refer the employee to an EAP counselor for confidential assistance.
- C. An employee is not obligated to accept the EAP referral of the supervisor; however, the employee is responsible for correcting any job-related performance or conduct problems.
- D. If an employee requests assistance under the EAP program and participates in the program, the responsible supervisor may weigh this factor in determining appropriate disciplinary and adverse action, should such action become necessary.
- E. An employee who is an admitted or suspected substance abuser is not provided immunity to disciplinary action.

### **Section 3. Confidentiality**

EAP services are confidential within the limits of the law. An EAP counselor may be required by law to report a threat of serious harm to the employee or another person. In general, information from the EAP may be released only with the employee's prior written permission.

### **Section 4. Union Participation**

- A. In the event of a significant change in any program, the Agency will notify the Union and fulfill any bargaining obligation in accordance with this Agreement.
- B. To the extent possible, the Agency will invite the Union to attend seminars, workshops, conferences, or training sessions designed to acquaint supervisors, managers, and employees with the EAP program and its operation. Any additional associated costs will be borne by the Union.

### **Article 22 Uniforms**

## **Section 1. Provision of Uniforms**

When employees are required to wear uniforms, NARA will provide the entire uniform. Proper uniform attire will consist of NARA issued pants, shirt, cap, jacket, safety shoes, and coveralls. It will be mandatory to wear the pants, shirt and shoes. The other apparel is optional. Unauthorized clothing (such as caps) will not be worn in lieu of the issued clothing.

## **Section 2. Initial Uniform Issue and Replacement**

The initial uniform issue for each new employee will consist of 5 short sleeve shirts, 5 long sleeve shirts, 5 pairs of pants, and 1 jacket with liner. NARA will provide funds for employees to purchase safety shoes in accordance with established procedures. As appropriate, NARA will issue coveralls, heavy jackets, and special safety equipment. NARA will replace uniforms and safety equipment as they become worn out or damaged. The replacement costs for the uniform will not exceed the amount specified under 5 U.S.C. 5901.

## [Section 3. Protective clothing in certain circumstances](#)

[When at the direction of the agency, the employee must perform work in a cold-storage environment, cold weather outerwear may be issued in the same fashion as a uniform.](#)

## **Article 23 Counseling, Disciplinary Actions, and Adverse Actions**

### **Section 1. Coverage, Definition, and Policy**

- A. The parties agree that disciplinary and adverse actions will be taken only for just and sufficient cause and to promote the efficiency of service. The parties agree that emphasis should be placed on preventing situations that may result in disciplinary and adverse actions. The employee and the management official may elect to address the situation informally through ADR as specified in Article 25, Resolve - NARA's Alternative Dispute Resolution Program.
- B. Disciplinary actions are defined as letters of warning and letters of reprimand and suspensions of 14 days or less. Adverse actions are defined as suspensions of 15 days or more, reductions in grade or pay for conduct, and removals for conduct.
- C. The parties agree to consider alternatives to traditional approaches to discipline, where appropriate. Alternative approaches offer an option to the use of traditional disciplinary sanctions. The goal is to positively change an employee's conduct through alternative means of correcting misconduct. Options to be considered include the employee's admission of guilt, apology, and commitment to improving future conduct.

### **Section 2. Actions Not Covered by this Article**

The provisions of this Article do not apply to:

- A. A suspension or removal under 5 U.S.C. Section 7532 (National Security);
- B. A reduction in grade or removal under 5 U.S.C. Section 4303 (Performance);
- C. Actions initiated under 5 U.S.C. 1215 (Special Counsel - Merit System Protection Board);
- D. Actions initiated under the "crime provision" (5 CFR Part 752.404(d)(1));
- E. A reduction-in-force ( RIF) or furlough; and
- F. Removal of a probationary employee.

### **Section 3. Privacy of Corrective Discussion(s)**

Discussions with employees regarding conduct or corrective measures should be conducted in private.

### **Section 4. Representational Rights**

- A. All proposed and final disciplinary actions and all proposed and final adverse actions will include notification of the right to Union representation.
- B. The Agency will semi-annually notify employees (by NARA Notice) of the Union's right to be represented at:  
Any examination of an employee in the unit by a representative of the Agency ([including the NARA Office of Inspector General](#)) in connection with an investigation if:
  1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  2. The employee requests Union representation.

### **Section 5. Basis of Action**

Upon request, an employee who is the subject of a disciplinary or adverse action as defined in this Article, or her or his designated representative, will be furnished a copy of evidence relied upon by the Agency that forms the basis for the notice of disciplinary or adverse action.

### **Section 6. Counseling**

Counseling should be used as a constructive means to encourage an employee to improve her or his conduct. The parties agree that counseling does not constitute disciplinary action. However, written or oral counseling may be used to support subsequent disciplinary or adverse action. Counseling may only be used to support disciplinary or adverse actions for up to 12 months unless additional related counseling has occurred.

### **Section 7. Letters of Warning**

- A. Warnings generally are appropriate for first offenses that are not of a serious nature.
- B. Warnings are filed in an employee's OPF as a temporary record and are removed after a maximum of one year, unless additional misconduct has

occurred. At the discretion of management or due to a grievance or an appeal decision, the warning letter may be removed earlier.

- C. Any copies of a warning letter maintained in an unofficial personnel file will be removed when the original warning letter is removed from the OPF.
- D. At any time after the issuance of the letter, either the employee or the supervisor may request to discuss with one another progress made towards improving conduct and assistance that may be needed to improve such conduct.
- E. Employees or supervisors may request to use ADR (as specified in Article 25, RESOLVE - NARA's Alternative Dispute Resolution Program) during the one year period of the warning letter as a means for providing feedback, enhancing communication, and ensuring that both parties expectations are met and understood.

#### **Section 8. Letters of Reprimand**

- A. Letters of reprimand generally are appropriate for first offenses of a more serious nature or may be appropriate for repetition of conduct for which an employee was previously warned.
- B. Reprimands are filed in an employee's OPF as a temporary record and are removed after a maximum of three years, unless additional misconduct has occurred. At the discretion of management or due to a grievance or an appeal decision, the letter may be removed earlier.
- C. Any copies of a reprimand maintained in an unofficial personnel file will be removed when the original letter is removed from the OPF.
- D. At any time after the issuance of the letter, either the employee or the supervisor may request to discuss with one another progress made towards improving conduct and assistance that may be needed to improve such conduct.
- E. Employees or supervisors may request to use ADR (as specified in Article 25, RESOLVE - NARA's Alternative Dispute Resolution Program) during the three year period of the reprimand as a means for providing feedback, enhancing communication, and ensuring that both parties' expectations are met and understood.

#### **Section 9. Suspensions of 14 Days or Less**

- A. When the Agency proposes to take disciplinary action consisting of a suspension of 14 calendar days or less, the employee is entitled to:
  - 1. An advance written notice of at least 15 calendar days stating the specific reasons for the proposed action;
  - 2. Reasonable time, but not less than 10 calendar days from receipt of the advance written notice, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
  - 3. Be represented by a representative of her or his choice:

- A. The Agency may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position; and
- B. The rights of the Union under this agreement will not be construed to preclude an employee from being represented by an attorney or other representative; and
- 4. A written decision and the specific reasons therefore at the earliest possible date, ordinarily no later than 10 days following the employee's response.
- B. When an employee chooses to make an oral reply, the deciding official or designee will hear that reply.
- C. The final decision in any action covered by this section must be made by the deciding official or designee. The final decision letter will specify the reasons for the decision and will ordinarily be issued within 10 days after receipt of the employee's oral and/or written reply or after the date such a reply would have been due. The decision will inform the employee of her or his grievance rights.
- D. The Agency will prepare a summary of any oral reply. The employee will be provided a copy of the summary.
- E. In arriving at her or his decision the deciding official will consider only the reasons specified in the notice of proposed action and will consider any reply of the employee or her or his representative. The deciding official will deliver the notice of final decision including the effective date of the action to the employee ordinarily no later than 10 days following the employee's response. An extra copy of the final decision marked for the Union will also be provided to the employee.

**Section 10. Suspensions of More than 14 Days, Reductions in Grade or Pay, and Removals**

- A. When the Agency proposes to suspend for more than 14 days, reduce in grade or pay or remove an employee, the employee against whom such an action is proposed is entitled to:
  - 1. At least 30 calendar days advance written notice stating the specific reasons for the proposed action and informing the employee of her or his right to the material upon which the proposal is based and which is relied on to support the reasons in the notice of proposal.
  - 2. A reasonable time, but not less than 15 calendar days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.
  - 3. Be represented by a representative of her or his choice:
    - A. The Agency may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position; and

- B. The rights of the Union under this agreement will not be construed to preclude an employee from being represented by an attorney or other representative.
- 4. A written decision and the specific reasons therefore at the earliest practicable date, ordinarily no later than 20 days following the employee's response. The decision will inform the employee of her or his right to grieve or appeal.
- B. When an employee chooses to make an oral reply, the reply will be heard by the deciding official or designee.
- C. The final decision in any action covered by this section must be made by the deciding official or designee. The final decision letter will specify the reasons for the decision and will be issued at the earliest practicable date after receipt of the employee's oral reply and/or written reply or after the date that such reply would have been due.
- D. The Agency will prepare a summary of any oral reply. The employee will be provided a copy of the summary.
- E. In arriving at her or his decision, the deciding official will consider only the reasons specified in the notice of proposed action and will consider any reply of the employee or her or his representative. The deciding official will deliver the notice of final decision, including the effective date of the action to the employee at or before the time the action will be effective. The Agency will provide an extra copy of the final decision, marked for the Union, to the employee.

## **Article 24 Grievance/Arbitration**

### **Section 1. Purpose**

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable resolution of grievances for bargaining unit employees.

### **Section 2. Definition**

Except for matters specifically excluded by Section 4 of this Article, a grievance is any complaint:

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any bargaining unit employee; or
- C. By any bargaining unit employee, the Union, or the Agency:
  - 1. The effect, interpretation or a claim of breach of this Agreement; or
  - 2. Any claimed violation or misapplication of any rule or regulation affecting conditions of employment.

### **Section 3. Available Procedure**



This will be the only available procedure to bargaining unit employees for the processing and disposition of grievances as defined in Section 2, above, except when the employee has a statutory right of choice between this procedure or statutory appeal procedure. In those matters where the statutory choice exists, the employee exercises that choice for the grievance procedure when the grievance is submitted in writing to the designated management official or for the applicable statutory appeal procedure when submitted in writing to the appropriate official or authority.

#### **Section 4. Exceptions to the Grievance Procedure**

This grievance procedure does not apply to the following:

- A. An alleged violation relating to prohibited political activities.
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal for National Security purposes;
- D. An examination, certification or appointment;
- E. The classification of any position that does not result in the reduction in grade or pay of any employee;
- F. The removal of employees serving on probationary or trial periods;
- G. The non-selection for promotion or reassignment from a properly certified group of candidates. However, this exclusion does not apply to allegations that the non-selection was an act of prohibited discrimination under 5 U.S.C. 2302(b)(1); or
- H. Actions taken under the "crime provision" (5 U.S.C. 7513(b)(1); 5 CFR 752.404(d)(1)).

#### **Section 5. Representation**

Employees who choose to have Union representation must submit to the Agency written notification of representation at the time they file their informal and/or written grievance. When an employee chooses not to have Union representation, the Union has the right to have the opportunity to attend any grievance meetings. A copy of every grievance concerning a bargaining unit employee and the agency's answer will be forwarded to the Council President at the time a response is forwarded to the employee unless the Council President has filed the grievance.

#### **Section 6. Settlement of Grievances**

The Parties recognize that most grievances arise from misunderstandings that can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. The Parties agree that every effort will be made to settle grievances at the lowest possible level. The Parties encourage the use of the alternative dispute resolution process/techniques identified in Article 25, RESOLVE - NARA's Alternative Dispute Resolution Program.

#### **Section 7. Steps of the Grievance Procedure**

- A. Timeliness.

1. A grievance must be filed in writing within 20 calendar days after the event giving rise to the grievance, or 20 days after the date the grievant becomes aware of the event giving rise to the grievance. By mutual consent, the Parties may extend any time limits or waive any step of the grievance procedure. The time limits for the following actions begin to be counted as follows:
    - A. Suspensions - the day the employee returns to duty following the suspension.
    - B. Removals/Downgrades - the day after the effective date of the action; and
    - C. WGI denial - the day after receipt of a negative consideration decision.
  2. Failure to follow any step of the grievance procedure (i.e., not file a grievance with the proper official or not provide all information required by section 7D) will result in the grievance being remanded to the grievant or designated representative. Upon receipt of the remanded grievance, the grievant will have 5 days to properly file the grievance.
  3. Grievances that are not submitted initially within the time limits specified in Section 7A(1) or after remand as specified in Section 7A(2) may be rejected as untimely.
  4. If either party is dissatisfied with the final decision, they may invoke arbitration.
- B. Informal Resolution of Grievances.  
 The employee may raise the grievance orally with the lowest level Management official who has the authority to grant the remedy sought within 10 days after the aggrieved becomes aware of the matter out of which the grievance arises. After having discussed the employee's grievance, the Management official will respond orally within 7 days. The employee and the management official may also elect to resolve the grievance informally through the RESOLVE program identified in Article 25.

C. A written grievance must be filed with the appropriate staff director or executive; Agency Services (A) employees at the National Personnel Record Center must file the grievance with the Director, National Personnel Records Center. The executive may choose to delegate the grievance response no more than one level down. Grievances will be filed within the time frames specified in section 7A regardless of whether or not the employee has pursued an informal grievance.

- D. The written grievance must set forth the following:
1. A statement that the negotiated grievance procedure is being invoked;
  2. The issue or occurrence which gives rise to the grievance;

**Deleted:** <#>A written grievance must be filed within the time frames specified in section 7A regardless of whether or not the employee has pursued an informal grievance. ¶  
 <#>Employees at the National Personnel Record Center must file the grievance with the Director, National Personnel Records Center; and ¶  
 <#>Employees at Regional Records Centers must file grievances with the Regional Administrator or designee. ¶  
 <#>All other grievances (except as specified in Section 8) must be filed with the appropriate office head, staff director or designee¶

3. The provision(s) of law, regulation, condition of employment or this Agreement which allegedly has been misinterpreted, or misapplied or violated;
  4. Any relevant evidence or information; and
  5. The remedy sought and whether a meeting is requested.
- E. If a meeting is requested it must be held within 5 days after receipt of the written grievance by the deciding official.
  - F. The deciding official will respond within 15 days of receipt of the written grievance or 15 days after the meeting, if one is held. If the official and the grievant are not located in the same commuting area, a telephone conversation will take the place of a face-to-face meeting.

### **Section 8. Institutional, Group, and Promotion Grievances**

- A. Institutional Grievances are defined as a grievance, which pertain solely to the Union as opposed to an individual or group of individuals. This process will be used by either party to resolve matters specified in this Article. The National Council President, Executive Vice President, or a Union representative designated in writing by the Council President will file an institutional grievance directly with the head of the Agency's Labor Relations office. The Agency's head of Labor Relations will file any agency-instituted grievance with the Council President.
- B. A group grievance is a grievance filed by the Union on behalf of two or more employees. Group grievances will not be filed concerning disciplinary matters or performance ratings/performance-based actions. Group grievances regarding promotions should be filed in accordance with the procedures specified in Section 8C. Group grievances will be filed with the National Personnel Record Center Director, appropriate office head, staff director or designee.
- C. Promotion grievances are:
  1. A grievance alleging that the non-selection for a promotion was an act of discrimination in violation of 5 U.S.C. 2302. Such grievances must be filed with the appropriate office head or staff director.
  2. A grievance alleging that the merit promotion action was procedurally defective. Such grievances will be filed with the Director, Talent Management Division.
- D. A grievance alleging both that non-selection for promotion was an act of discrimination in violation of 5 U.S.C. 2302 and that the merit promotion action was procedurally defective. Such grievances will be filed with the Director, [Talent Management Division](#).
- E. A grievance inappropriately filed as an institutional, group, or promotion grievance will be remanded to the grievant/designated Union representative. Upon receipt of the remanded grievance, the grievant/designated Union representative will have 5 days to properly file the grievance.

- F. The time limits for filing an institutional, group, or promotion grievance will be the same as discussed in Section 7.

**Section 9. Invoking Arbitration**

- A. Either Party may invoke arbitration if the remedy requested in the written grievance is not granted. Only the Union or the Agency may invoke arbitration.
- B. Either Party to this Agreement may invoke binding arbitration within 30 calendar days of receipt of a final decision rendered by the deciding official or within 30 calendar days of the end of the supervisory response time limit.
- C. Notification in writing must be by certified mail and return receipt requested by the 30th day to the Labor Relations office or Union Council President.

**Section 10. Panel of Arbitrators**

Within 30 calendar days effective of this Agreement, the Agency and the Union will review the existing panels of arbitrators for each geographical area where such panels exist. The Parties will maintain a four-member panel for the Washington, DC, and St. Louis area. For sites outside these two areas, the Parties will select arbitrators as needed. The selection of arbitrators will be accomplished by requesting a list of arbitrators from the Federal Mediation and Conciliation Service. By mutual consent, the Parties may seek potential arbitrators from other sources including the American Arbitration Association. Upon receipt of the list of arbitrators the Parties will meet to strike arbitrators. The Parties will determine who will strike first via a coin toss.

**Section 11. Removal of Arbitrators**

- A. Any arbitrator on a panel may be removed from the panel unilaterally by either party during the life of the Agreement without cause. The party removing the arbitrator will give notice to the other party and the arbitrator. No further cases will be assigned to that arbitrator, but the arbitrator will decide any cases before her or him. Where a case has been assigned, but not heard, by an arbitrator who has been struck from a panel, that case will be reassigned to the next arbitrator in the rotation and the striking party will be responsible for any cancellation fee which may result.
- B. Within 10 days after receipt of notice removing an arbitrator, the Parties will meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the position of the arbitrator she or he replaces, and will take the cases on a rotational basis in the same manner as the arbitrator she or he replaces would have received them.

**Section 12. Arbitration Cost**

The Parties will each pay ½ of the regular fees and expenses of the arbitrator hearing a case assigned to her or him.

**Section 13. Scheduling Arbitration Hearings**

- A. Arbitration hearings will be scheduled in the order that the final grievance decisions are issued.
- B. In those areas where a panel exists, arbitrators will be assigned cases in alphabetical order on a rotating basis. Upon selection of an arbitrator in a particular case, the respective representatives for the Parties will communicate with the arbitrator and each other in order to select a mutually agreed upon date for the arbitration hearing(s).
- C. Arbitration hearings will be held on the Agency's premises or at any site mutually agreed to by the Parties.

**Section 14. Arbitration Proceedings**

- A. Bargaining history testimony and/or affidavits in connection with bargaining history may not be used in an arbitration hearing unless one of the Parties has notified the other in writing at least 15 calendar days prior to the hearing of its intent to use such testimony and/or affidavits.
- B. The Union may have two representatives (one being a technical advisor) present at a hearing on official time. In addition to these two representatives, the Council President may attend any arbitration hearing on official time.
- C. The grievant and all employees who are called as witnesses will be on official time (if otherwise in a duty status) to the extent necessary to participate in the arbitration proceedings. At least 10 workdays before the hearing date, each party agrees to give the other a written list of any and all witnesses it expects to call, and a brief summary of their expected testimony. Except for rebuttal witnesses, a witness who has not been identified 5 workdays in advance will not be permitted to testify. If there is disagreement as to whether a witness is reasonably available or appropriate to be called as a witness, the decision of the arbitrator will be final. If a witness is not reasonably available, the other party will be afforded to question the witness through interrogatories.
- D. The Parties on an ad hoc basis will determine the need for verbatim transcripts. When either Party elects a verbatim transcript, it will be made by an authorized court reporter. Each Party will bear the cost for their own copy of the transcript. The Party electing transcription will bear the cost of transcription and the arbitrator's copy. If the Arbitrator requests a verbatim transcript the parties will split the costs 50-50.
- E. Either party may submit a written post-hearing brief to the arbitrator with one copy to the other party.

**Section 15. Authority and Decisions of the Arbitrator**

- A. The Agency and Union agree that the jurisdiction and authority of the arbitrator will be confined exclusively to the grievance as stated on the record.
- B. The arbitrator will have the authority to make all arbitrability determinations, including, but not limited to, timeliness issues. When either party claims a

grievance is not arbitrable, a separate arbitration proceeding will be held to determine the arbitrability issues before evidence pertaining to the merits of the case can be presented. If the arbitrator determines the grievance is arbitrable, a hearing on the merits will be scheduled and the Agency will pay the full fees and expenses the arbitrator incurred for the arbitrability proceeding. However, the Parties will each pay ½ of the arbitrator's fees and expenses associated with the subsequent hearing on the merits of the case. If the grievance is found non-arbitrable, the requesting party will pay 100% of the arbitrator's fees and expenses, for the arbitrability proceedings and there will be no hearing on the merits of the case.

- C. The arbitrator may not issue a decision that is inconsistent with the terms of this Agreement or any applicable law, rule, or regulation. The arbitrator will be asked to render a decision within 30 days of the date of submission of post-hearing briefs unless otherwise agreed to by the Parties.
- D. Arbitration awards will be implemented within 30 days of receipt of the arbitrator's decision or as the arbitrator directs, unless either party has filed an appeal.

#### **Section 16. Expedited Arbitration**

- A. The Union may invoke expedited grievance arbitration for those disciplinary actions referenced in Section 17 and 18 of this Article and in accordance with the conditions set forth in Section 18(D) of this Article.
- B. A written grievance must be submitted to the Director of the National Personnel Record Center, appropriate office head, or staff director no later than 5 workdays after issuance of the decision letter. The Union must give notice in the written grievance that expedited arbitration procedure is being invoked. At a minimum the grievance must contain a statement as to why the grievant/Union believes the action to be inappropriate; the provision(s) of law, regulation, or this Agreement which allegedly has been misinterpreted, misapplied, or violated; and the remedy sought. Management will provide a written answer to the grievant/Union no later than 5 workdays after receiving the grievance.
- C. The Union and Management will jointly schedule the arbitration date with the arbitrator. For Washington, DC, and St. Louis, MO the arbitrator selected will be the next arbitrator on the list specifically scheduled by the Parties to hear another case.
- D. For disciplinary actions referenced in Section 17 of this Article, the arbitrator will be asked to hear the case no more than 20 calendar days from the day she or he is contacted by the Parties. Except by mutual consent, the hearing may not take place any sooner than 15 calendar days after the Parties contact the arbitrator. The arbitrator will be asked to render a decision no later than 15 calendar days after the closure of the hearing. If the arbitrator cannot hold a hearing within the 20-day time limit or cannot agree to render a decision within the timeframes acceptable to the Parties, the Parties will contact the next arbitrator on the list.

- E. For removals referenced in Section 18 of this Article, the arbitrator will be asked to hear the case in no more than 20 calendar days from the day she or he is contacted by the Parties. Except by mutual consent, the hearing may not take place any sooner than 15 calendar days after the Parties contact the arbitrator. The arbitrator will render a decision in fewer than 45 days from the date of the effective date stated in the notice of final decision by the Agency. If the arbitrator cannot hold a hearing within the 20-day time limit or cannot agree to render a decision within the timeframes stated in this section, the Parties will contact the next arbitrator on the list.
- F. The Parties will exchange a list of their witnesses including a summary of their expected testimony at least 5 calendar days before the hearing. Except for rebuttal witnesses, a witness who has not identified 5 calendar days in advance will not be permitted to testify.

**Section 17. Suspension of an Employee under Expedited Arbitration**

- A. The Parties agree that the suspensions, if litigated under expedited arbitration, will not become effective for a period of 45 calendar days after the effective date stated in the notice of final decision by the Agency or 5 days after the arbitrator renders a decision, whichever comes sooner.
- B. It is understood that the effective date stated in the final decision will be implemented unless the Union timely notifies the Agency of its intent to utilize the Expedited Arbitration Procedure.

**Section 18. Removal of Employee under Expedited Arbitration**

- A. The Parties agree that either the employee or the supervisor may request to enter into mediation through the ADR program specified in the Article 25, RESOLVE - NARA's Alternative Dispute Resolution Program, within the first 15 days following the issuance of the proposed removal.
- B. If either the employee or the supervisor requests mediation, participation by both will be mandatory.
- C. The mediator will not issue a recommendation or opinion on the merits of the case.
- D. The Union may only invoke expedited arbitration for a removal if either the employee or the supervisor made a request for mediation through the ADR program specified in the Article 25, RESOLVE - NARA's Alternative Dispute Resolution Program, within the first 15 days following the issuance of the proposed removal.
- E. The Union invoking expedited arbitration for a removal will not stay a removal action.
- F. If the Union invokes expedited arbitration for a removal, the arbitrator will render a decision in fewer than 45 days from the date of the effective date stated in the notice of final decision by the Agency.

**Section 19. Filing Exceptions**

Pursuant to the Federal Labor Relations Statute, either party may file exceptions to an award.

## **Article 25 RESOLVE - NARA's Alternative Dispute Resolution Program**

### **Section 1. Definition**

ADR is any procedure that is used to resolve issues in controversy, including but not limited to, mediation and facilitation.

### **Section 2. Policy**

The Parties agree that there is a mutual interest in voluntarily attempting to resolve workplace disputes including disciplinary situations through NARA's RESOLVE program. By utilizing RESOLVE, neither employees nor management, forfeit any rights or alternatives otherwise available to them. Agreements reached through RESOLVE are wholly voluntarily, though once entered into are binding. While RESOLVE is not a cure for all problems it is a powerful tool that can offer a fair and just means to resolve disputes, enhance performance, and provide opportunities for alternative approaches to discipline.

### **Section 3. Applicability**

The mediation and facilitation processes described in NARA 320 will be applicable to the bargaining unit.

### **Section 4. Mediation**

- A. Any party to a dispute may request to address a matter of concern or dissatisfaction relating to employment involving either the Agency (i.e. Supervisor or Manager), the Union, or another NARA employee (peer/colleague) through the mediation process.
- B. Any party to a dispute may decline to participate in the mediation process.
- C. Any party to a dispute may designate a representative of her or his own choosing (for bargaining unit employees this may include a Union representative) to assist, accompany, and advise her or him in the mediation process.
- D. A bargaining unit employee and her or his representative will be given a reasonable amount of official time to participate in the mediation process.
- E. A union representative's time spent at a mediation session will not count against the official time allotted for Union representatives in the Official Time Article of the National Agreement.
- F. Parties and their representatives will be free of any restraint, interference, coercion, discrimination, reprisal, or threat for participation, non-participation, or request to participate in the mediation process.
- G. Bargaining unit employees may file a grievance through the negotiated grievance procedure over an alleged breach of a mediated settlement agreement.



- H. The Union will be notified of any bargaining unit employee's participation in mediation sessions with management officials, unless the bargaining unit employee explicitly states that she or he does not want the Union notified.
- I. The Union will be notified and allowed to view a copy of all mediation settlement agreements between a bargaining unit employee and an official of the Agency.
- J. If a change in working conditions resulting from a mediation settlement agreement triggers a duty to bargain under the Federal Service Labor-Management Relations Statute, the Mid-term Bargaining Article of the National Agreement will apply.
- K. The Union will disclose information related to individual mediation requests and/or sessions only to those with a need to know.
- L. Mediation involving bargaining unit employees will utilize the RESOLVE program.

**Section 5. Facilitation**

- A. The Union may propose the use of facilitation services offered in NARA 320.
- B. The Union will be afforded the opportunity to attend any facilitation whose participants include both the bargaining unit and management.
- C. If a change in working conditions resulting from facilitation triggers a duty to bargain under the Federal Service Labor-Management Relations Statute, the Mid-term Bargaining Article of the National Agreement will apply.
- D. Normally, requests for facilitation will be made through the RESOLVE program.

**Section 6. Union Participation**

- A. At the request of either the Agency or the Union, the Parties will meet to review and discuss problems, progress, and accomplishments of the RESOLVE program.
- B. In evaluating and promoting the RESOLVE program, the Agency will consult with the Union.
- C. The Union may appoint a representative to any RESOLVE committee that is officially established and whose membership is not limited to management.
- D. If a change in working conditions resulting from a change to NARA 320 triggers a duty to bargain under the Federal Service Labor-Management Relations Statute, the Mid-term Bargaining Article of the National Agreement will apply.

**Article 26 Contracting-out**

**Section 1. Policy**

The Parties recognize that cooperation and communication concerning contracting-out activities may be useful and beneficial in lessening any potential adverse impact on employees and in understanding the processes required by Federal law or regulation.

## **Section 2. Information**

Upon written request, the Agency will provide the Union with information on its contracting-out activities in accordance with Labor Management Relations Article.

## **Section 3. Procedures**

- A. The Agency will notify the Union of commencement, the individual steps, and completion of OMB A-76 studies that may affect bargaining unit employees. If full A-76 procedures do not apply, the Agency will notify the Union of the commencement and completion of management studies pursuant to the FAIR Act.
- B. A representative of the Union designated by the Council President will be included in any formal A-76 study that may affect bargaining unit employees. If full A-76 procedures do not apply, the Union will be given an opportunity to provide input on management studies performed pursuant to the FAIR Act.
- C. Management will notify the Union when it exercises its discretion to contract out work that is presently being performed by bargaining unit employees in accordance with the notification procedures outlined in the Mid-term Bargaining Article.
- D. Upon notification of Management's decision to contract out work that is being performed by bargaining unit employees, the Union will be given the opportunity to negotiate regarding the impact and implementation of such a decision on bargaining unit employees in accordance with the Article on Mid-term Bargaining.

## **Section 4. Relationship to Laws and Government-wide Regulations**

Nothing in this Article will be interpreted as precluding the Union from exercising any rights it might have under law or regulation.

## **Section 5. Supervision of Bargaining Unit Employees**

Bargaining Unit employees will not be supervised by Contract personnel.

## **Article 27 Reduction-in-Force ( RIF)**

### **Section 1. General Statement**

The Agency and the Union recognize that unit employees may be adversely affected by a Reduction in Force (RIF). The Parties recognize that attrition, reassignment, furlough, hiring freeze, and early retirement are among the alternatives to RIFs that may be available.

### **Section 2. Union Notification**

The Agency agrees to notify the Union of the decision to conduct a RIF. The Agency will notify the Union prior to any notice to affected unit employees. Oral notices will be confirmed in writing.

### **Section 3. Employee Notification**

Employees who are affected by a RIF will be provided advance written notice in accordance with applicable laws and regulations. Such notice will include a relevant statement of the employee's rights.

### **Section 4. Impact and Implementation Bargaining**

Upon notification of management's decision to conduct a reduction in force, the Union will be given the opportunity to negotiate regarding the impact and implementation of such a decision on bargaining unit employees in accordance with the article on mid-term bargaining.

## **Article 28 Labor Management Relations**

### **Section 1. Obligations**

In all matters pertaining to personnel policies, practices, and other conditions of employment, the Parties agree to have due regard for the obligations imposed by Federal Statute and this Agreement.

### **Section 2. Statutory Rights**

- A. The Agency agrees not to interfere with any employee or Union representative in the exercise of their statutory rights under 5 U.S.C. Chapter 71. The Agency agrees not to take any personnel action based upon an employee being a Union member.
- B. The Union agrees not to interfere with any employee in the exercise by the employee of any statutory right under 5 U.S.C. Chapter 71. The Union agrees not to cause, or attempt to cause the Agency to discriminate against any employee. The Union agrees to inform bargaining unit employees of the conditions for Union membership.

### **Section 3. Union Representation**

Pursuant to 5 U.S.C. §7114(a)(2), the Union will be given the opportunity to be represented at:

- A. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or
- B. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

2. The employee requests representation.

#### **Section 4. Data**

- A. The Union will make all requests for information through the Senior Labor Relations specialist in College Park, MD unless otherwise specified.
- B. When requesting information from the Agency, the Union agrees to articulate in its request:
  1. Why it needs the information;
  2. How it will use the information;
  3. How the information's use relates to its representational responsibilities under the Labor-Management Relations Statute; and
  4. Respond to an Agency request for clarification of the Union's need for the information.
- C. The Agency agrees to:
  1. Furnish to the Union, or its authorized representative, upon request and to the extent not prohibited by law, information:
    - 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.
  2. Communicate and explain what reasons under 5 USC §7114(b)(4) it believes exist for not disclosing the information.
- D. If the Union's information request is denied, the Parties agree to discuss whether alternative forms or means of disclosure exist that may satisfy the Parties' interests.
- E. The Agency will provide the Union a copy of all NARA-numbered memoranda, interim guidance, or directives regarding personnel policies and practices or working conditions, and on a quarterly basis an updated staffing plan.
- F. The Agency will provide the Union with a list of new bargaining unit employees on a monthly basis.

#### **Section 5. Pre-Decisional Involvement**

- A. Pre-decisional involvement is a process where bargaining unit employees, through the Union, have input into an Agency decision process. It does not expand the topics that are required subjects of bargaining under the Statute. Pre-decisional involvement does not waive management's statutory right to make decisions under §7106 of the Statute, nor does it waive the Union's right to engage in bargaining to the extent required by the Statute. Rather,

pre-decisional involvement is a process to provide for employee input into the decision-making process. Both parties recognize that pre-decisional involvement has the potential to benefit the mission of the agency and may reduce the need for grievances and litigation.

- B. In keeping with Executive Order 13522, the parties agree to allow employees and their Union representatives to have pre-decisional involvement in all workplace matters to the fullest extent practicable, without regard to whether those matters are negotiable subjects of bargaining under 5 U.S.C. 7106.

Bargaining Unit employees serving in pre-decisional activities will be appointed by the Council President unless the Council President specifies otherwise.

### **Section 6. Communication with Employees**

- A. Nothing in this Agreement will interfere with the Union's right to communicate with bargaining unit employees regarding conditions of employment in accordance with law, Agency regulation and this Agreement.
- B. The Union, through the Council President (unless otherwise specified), may request to meet with a group of bargaining unit employees to discuss specific issues relating to conditions of employment by submitting a request to the Agency's Senior Labor Relations Specialist unless otherwise specified. The Agency may deny the request if there is reasonable cause to believe that such a meeting would significantly disrupt the Agency's ability to fulfill its mission. The Parties will mutually attempt to resolve scheduling of meetings to mitigate any disruption.

### **Section 7. Web 2.0 Communications**

- A. The Agency recognizes the Union's duty to represent the interests of the entire bargaining unit, not only those employees who have access to and choose to use Web 2.0 communications tools. The Agency therefore recognizes that social media, weblogs ("blogs"), and other forms of interactive virtual communication under the rubric of Web 2.0 cannot be employed as a substitute for communicating and bargaining with the Union.
- B. The parties affirm that Sections 3 and 5 of this Article apply to the use of Web 2.0 technologies. When Web 2.0 technologies will be used to solicit opinions and input from bargaining unit employees, in cases where bargainable issues are involved, or it is foreseeable that bargainable issues may arise, then management will seek input from the Council President in advance.

Definition: Web 2.0. Web applications that involve participatory information sharing.

#### **Deleted: Section 5. Pre-Decisional Involvement¶**

<#>Pre-decisional involvement is a process where bargaining unit employees, through the Union, have input into an Agency decision process. It does not expand the topics that are required subjects of bargaining under the Statute. Pre-decisional involvement does not waive management's statutory right to make decisions under §7106 of the Statute, nor does it waive the Union's right to engage in bargaining to the extent required by the Statute. Rather, pre-decisional involvement is a process to provide for employee input into the decision-making process. Both parties recognize that pre-decisional involvement has the potential to benefit the mission of the agency and may reduce the need for grievances and litigation. ¶  
<#>The Union will be afforded the opportunity to be involved in a pre-decisional process at the election of the Agency. The Union may decline to participate. ¶  
<#>Employees serving as Union representatives in pre-decisional activities are appointed by the Council President unless otherwise specified. ¶

**Article 29 Union Representatives and Official Time**

**Section 1. General**

This Article sets forth the number of Union representatives who will be granted official time and the amount of official time they will be granted to perform their labor relations functions and representational duties. The number of Union representatives and the official time used will be governed by law and what is agreed to in this Agreement. Representatives will be designated by the Union and recognized by Management. The Agency agrees to recognize the Council's designated representatives and national representatives. The Union will provide the names of the Council's designated representatives and national representatives to the Agency's Senior Labor Relations Specialist, unless otherwise specified.

**Section 2. Number of Union Representatives**

- A. The Union will be allotted Union representatives at each NARA facility as follows:
  - 1. 1-19 BU employees = 1 representative;
  - 2. 20-99 BU employees = 2 representatives; and
  - 3. 100 or more employees = 1 representative per 40 BU employees or fraction thereof.
  - 4. The Agency will recognize the designated Union Council President, Executive Vice President and representatives. The National Council President and/or the Council Executive Vice President will certify to Management the name, title, duty location and telephone number of each representative.
  - 5. All expenses, excluding matters covered in the Grievance Procedure article, associated with representing employees will be paid by the Union. Any travel (local or long distance) that takes place during work hours for representational purposes, will count against the authorized allotted time for representational activities.

**Section 3. Use of Official Time**

- A. Union representatives will be granted official time to perform their official representational duties in accordance with the following:

<b>Representative</b>	<b>Maximum Amount of Official Time</b>
National Council President	80%
Executive Vice President	60%
Principle Representatives (4) <ul style="list-style-type: none"><li>• 2 in the Washington, DC, Metro area</li><li>• 2 in the St. Louis Metro area</li></ul>	50%

All other representatives	20%
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- B.
- C. Union representatives who represent bargaining unit employees before the Federal Labor Relations Authority (FLRA), will be granted official time in accordance with FLRA rules and regulations.
- D. The Council President or her or his designee may use official time to present cases before the Merit Systems Protection Board.
- E. The use of official time will be for legitimate representational duties. Time will not accumulate from one position to another, nor from one representative to another, nor from month to month.

**Section 4. Recording Official Time**

- A. A representative's use of official time will be recorded on a Weekly Time and Attendance Record (NA Form 3032A) or Daily Time and Attendance Record (NA Form 3032B) unless an alternative method has been agreed to by the Parties.
- B. Each Union representative will record her or his official representational time in the appropriate timekeeping category for Union Official Time on the NA Form 3032A or NA Form 3032B.

**Section 5. Release to Perform Representational Duties**

- A. Union representatives must make arrangements with their supervisor before using official time under this Agreement. They will be released provided current conditions do not necessitate the representative's immediate performance of their duties. When release cannot be accomplished immediately, the representative will be released as soon as possible.
- B. Union representatives will inform their supervisors where they will be and the approximate time they will be gone. When a Union representative has completed the use of official time, that representative will notify her or his supervisor, if available, upon returning to her or his work station.
- C. Union representatives (including AFGE national representatives and/or persons designated by the AFGE Council 260) will have reasonable access to unit employees as necessary to perform collective bargaining or representational duties required by this Agreement. Representatives on official time who enter work areas pursuant to this section will make arrangements with the supervisor in that work area before talking with unit employees. If the matter requires the representative and the employee to leave the work area, the Union representative will make arrangements with the supervisor for release of the employee.
- D. If Union representatives are admitted to security vaults they will be accompanied by a designated information security official and sign in upon admission to the area and sign out upon exit.

**Deleted: Section 4. Recording Official Time**  
 <#>A representative's use of official time will be recorded on a Record of Official Time form (NA Form 3031) unless an alternative method has been agreed to by both parties. ¶  
 <#>Each Union representative will maintain her or his NA Form 3031. Each time official representational time is used the representative will fill out the form. At the end of the month the representative will sign the form, provide a copy to her or his supervisor, and forward it to the Council President. ¶  
 <#>The Council President will provide monthly copies of NA Form 3031 for each designated representative to the Senior Labor Relations Specialist by the twentieth day of the following month. ¶  
 <#>In an effort to simplify and streamline the Official Time reporting process, the parties agree to meet within 30 days of the finalization of this agreement, to discuss alternative methods of reporting Official time. The creation of an official NARA Form that allows direct input into ETAMS is one of the alternatives that will be considered. ¶

**Section 6. Labor-Management Relations Training**

Labor-management relations training taken during the representative's normal duty hours will count against that representative's monthly allotment of official time. However, representatives on 20% official time may use up to 40 additional hours above the allotment for such training every three years. Representatives on 20% official time may be granted additional time to perform representational duties during the month in which the training occurred upon the request of the Council President and the agreement of the Senior Labor-Relations Specialist.

## **Article 30 Dues Withholding**

### **Section 1. Eligibility**

Any bargaining unit employee who is a member in good standing of the American Federation of Government Employees (AFL-CIO) may have dues and assessments withheld through payroll deductions.

### **Section 2. Union Responsibility**

- A. The Union will undertake to inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.
- B. The Union agrees to inform Management of changes in the following:
  1. The title and address of the Union officials responsible for certifying on each employee's authorization form the amount of dues to be withheld; and
  2. Changes in dues amounts. Dues changes will be limited to twice a year. Assessment changes will be limited to twice a year.
- C. The Union will provide Standard Form 1187, distribute it, and instruct employees in its use. The Union's designated representative at the worksite is responsible for certifying on each authorizing form the amount of dues to be withheld each pay period prior to forwarding the forms to the servicing personnel office.
- D. The Union will provide Standard Form 1188, as requested, and instruct members in its use.

### **Section 3. Agency Responsibility**

It is the responsibility of Management to:

- A. Ensure that bargaining unit employees who are transferred, reassigned, etc., within the bargaining unit remain on dues withholding;
- B. Permit and process voluntary allotments of dues in accordance with this Article and the Statute;
- C. Withhold employee dues on a bi-weekly basis; and
- D. Transmit a bi-weekly remittance for all dues deducted made payable to and sent to:  
American Federation of Government Employees



National Secretary-Treasurer  
 80 F Street, NW  
 Washington, DC 20001  
 together with the following information:

1. The name of each unit employee for whom a deduction is made during that pay period and the amount withheld; and
  2. Identification of employees for whom allotments have been temporarily or permanently stopped and the reasons therefore.
- E. Process Standard Forms 1187 and 1188 in accordance with the terms and conditions specified on each form and this Agreement.

**Section 4. Effective Dates for Dues Withholding Actions**

ACTION	EFFECTIVE DATE
Starting dues withholding.	Beginning of first pay period after date of receipt of SF 1187 by the <a href="#">Human Capital Office, Talent Management Division</a> .
Revocation. <a href="#">(after 1-year statutory waiting period)</a>	Beginning of first pay period following the <a href="#">Human Capital Office, Talent Management Division</a> receipt of SF 1188 in accordance with Section 6 of this Article.
Termination due to loss of membership in good standing.	Beginning of first pay period after receipt of the notification by the <a href="#">Human Capital Office, Talent Management Division</a> .
Changes in dues amounts.	First pay period after receipt of the notification by the <a href="#">Human Capital Office, Talent Management Division</a> or later date, if specified by the Union.
Transmittal of remittance checks	No later than the Agency's normal pay day

**Section 5. Notification or Employee's Ineligibility**

When the Agency alleges that an employee on, or processed for, dues withholding is no longer eligible for such deduction, the Union will be notified.

**Section 6. Revocation of Dues Withholding**

An employee's request to revoke dues withholding may not be processed unless the employee has been on dues for a minimum of 1 calendar year. Employees may initiate revocation of dues withholding by submitting a SF 1188 to the Union. The Agency will process only those SF 1188s which are sent to it by the Union, and which bear the signature of the Council President, Executive Vice-President or a Union official

designated in writing by the President or Executive Vice-President. Except for the aforementioned 1-year statutory period, the conditions governing revocation of dues by a bargaining unit member will be considered internal Union business.

## **Article 31 Facilities & Services**

### **Section 1. Dissemination of the Agreement**

- A. The Agency will be responsible for the cost of printing and initial distribution of this Agreement. The Agreement will be printed in booklet form and distributed to each employee in the bargaining unit as well as each supervisor and Management official. An adequate number of extra copies will be made for the Parties' anticipated future use. After the initial distribution of this Agreement, the Union will be responsible for providing unit members copies of the Agreement.
- B. The National Agreement will be available on the NARA staff-only website in a downloadable format compatible with the agency's word processing program.

### **Section 2. Office Space**

- A. The agency agrees to continue to provide the Union with their current office space at the National Archives Building, the National Archives at College Park, the Military Personnel Records Center, and the Civilian Personnel Records Center. If the agency determines that there is an organizational need for those spaces currently being used, the Union will be moved into comparable space.
- B. The agency will continue to provide the current type furnishings and décor for these offices. If the Union office is moved, in accordance with this section, furnishings and décor will be provided commensurate with other administrative offices respective to the facility.
- C. Local Union officials may request space that provides privacy for discussions with employees on an ad hoc basis. Such space will be made available when not otherwise being utilized for the Agency's business. When this request is of an emergency nature, space will be provided. The representatives will normally hold discussions with unit employees in the Union's office space.
- D. The Union agrees that in those facilities with Union offices, representational duties involving use of the telephone will normally be performed in the Union office. In those situations where no Union office exists, the Agency will, to the extent practicable, provide a representative with a private area for telephone calls related to official representational activities.
- E. The agency will provide the Union one fax machine and line in College Park and in St. Louis. All maintenance, supply, and replacement costs involving the fax machine will be borne by the Union.

### **Section 3. Information Technology**

- A. NARA office equipment (as defined in NARA 802.4(b)) may be used by the Union to conduct labor management relations and official representational activities. Such use will be considered as conducting official NARA business.
- B. NARA office equipment (as defined in NARA 802.4(b)) may be used by the Union to conduct internal business so long as the use is consistent with the provisions in NARA 802.5(b).
- C. The Union acknowledges that the system administrator and technical support staff need to monitor the network; the Agency acknowledges the need for the Union to maintain the confidentiality of its internal communications. Therefore, the system administrator and technical support staff will treat all internal communications of the Union as confidential. Further, the system administrator and technical support staff will not divulge any Union internal communications to other Agency officials unless the Union consents in writing.
- D. The Union will identify on all electronic correspondence and files either through signature, subject lines, file names, filing systems, and/or combinations thereof, that the communication is generated by the creator or received in the role of Union representative, and not as an official of NARA or an employee engaged in personal use.
- E. All Union representatives designated under the Official Time article will have email accounts created for them if not otherwise assigned, and have access to a NARANET PC at their facility.

#### **Section 4. Communication**

- A. The Union offices and telephone numbers will be listed in NARA directories (online directory and building directory).
- B. Management agrees to provide at each NARA facility one wall-mounted bulletin board for the exclusive use of the Union. The Union will be granted no less than the number of bulletin boards provided for the exclusive use of any other employee organization.
- C. The Agency will include a link to the Council's website ([www.afgecouncil260.org](http://www.afgecouncil260.org)) at the staff-only home page (NARA@work).
- D. Subject to security and safety requirements, the Union may distribute informational literature in NARA occupied non-working areas during breaks and lunch periods. However, distributing union information on employee's desks or mailboxes is prohibited.

#### **Section 5. Parking**

The Agency will provide Union Officials who are visiting a NARA controlled worksite to perform official representation duties with a parking space unless extenuating circumstances prevent the Agency from meeting this obligation (e.g. no parking spaces exist at the facility; [designated disabled parking](#); construction; security concerns...).

#### **Article 32 Mid-term Negotiations**

## **Section 1. Statutory Obligations**

In promulgating NARA regulations relating to personnel policies and practices and matters affecting conditions of employment, the Parties will negotiate consistent with law.

## **Section 2. Notice**

- A. The Agency agrees to provide the Council President, unless otherwise specified by the Union, with written notifications of changes in working conditions. Management proposed changes will be referred to the Union for review in advance of implementation of any change. Upon request, the Union will be given a briefing on the proposed change. NARA acknowledges that managers will not implement changes in working conditions without complying with this article.
- B. Union-initiated mid-term bargaining changes will be submitted in writing to the Senior Labor Relations Specialist through the Council President.

## **Section 3. Mid-term Ground Rule Procedures**

- A. Management-initiated bargaining.
  - 1. Within 5 workdays of receipt of notification of a proposed change(s), the Union may request to negotiate (and receive a briefing if desired). The Union will indicate a preference for traditional or Interest Based Negotiation (IBN) techniques when requesting negotiations. If a preference for IBN is indicated, the Union will also submit a list of issues at that time. If the agency agrees to IBN, the parties will begin negotiations within 3 workdays, or other mutually agreed upon date, after receipt of the issues. If the agency declines to use IBN, the Union will have 5 workdays from receipt of the Agency's declination to submit written proposals. If the Union chooses traditional negotiation techniques, the Union will submit written proposals within 5 workdays after requesting negotiations. If traditional negotiations are used, the parties will meet to negotiate within 3 workdays, or a mutually agreed upon date, after the Union has submitted proposals. Reasonable extensions may be granted for just cause. A briefing will not affect the above-stated time limits.
  - 2. Failure to follow the procedures outlined in paragraph A (1) above will be deemed to constitute acceptance of the changes by the Union and the Agency may proceed to implement the proposed change.
- B. Union-initiated bargaining.

The Union will notify the Agency in writing of a desire to initiate mid-term bargaining. The Union will provide traditional bargaining proposals or a list of issues consistent with IBN techniques. Within 10 workdays of receipt of this notification, the Agency will respond to the Union indicating whether the Agency believes there is a legal obligation to bargain and, if so, a preference for traditional or IBN techniques. If a preference for IBN is indicated, the Agency will also submit a list of issues at that time. IBN negotiations will begin within 5 workdays, or other mutually agreed upon date, after the

exchange of issues. If the Agency chooses traditional negotiating techniques, the Union will submit written proposals. If traditional negotiations are used, the parties will meet to negotiate within 10 workdays, or a mutually agreed upon date, after the Union has submitted proposals. Reasonable extensions may be granted for just cause.

C. General.

1. Changes that are negotiated or agreed to pursuant to this Section will be duly executed by the Parties and will become an integral part of this Agreement and subject to all of its terms and conditions. At the request of either Party a mid-term bargaining agreement will be documented.
2. If otherwise in a duty status, Union negotiators will be placed on official time when traveling to the negotiation site and during the negotiation sessions, including mediation and impasse proceedings. The Union will provide all expenses for its bargaining representatives.
3. The Union may have present on official time the same number of negotiators as the Agency has on official time. The Union will not be barred from having a National Officer, Council Officer, or legal representative at these proceedings. The Union agrees to inform the Agency in advance if a legal representative or National Officer will be attending.
4. Negotiations will take place in space provided by the Agency and will be held as needed.
5. Either Party may request assistance from the Federal Mediation and Conciliation Service after either Party has declared impasse.
6. The Agency agrees to provide the Union with requested information and data as required by 5 U.S.C. 7114.
7. The only ground rules governing midterm negotiations will be those contained within this article.

**Article 33 Duration and Termination**

**Section 1. Length of the Agreement**

This agreement will remain in full force and effect for a period of 5 years after its effective date. It will be automatically renewed for yearly periods unless either party at the national level gives the other party notice of its intention to renegotiate the Agreement no more than 90 nor less than 30 days prior to its termination date. When either party gives notice, the parties will meet to discuss the procedures for re-negotiation within a reasonable amount of time. If re-negotiation of an agreement is in progress but not completed upon the expiration date of this Agreement, this Agreement will be automatically extended until a new contract is effective.

**Section 2. Amendments**

All amendments to this Agreement will terminate upon expiration of the National Agreement.

**Section 3. Annual Re-opener**

Upon mutual agreement, the Parties at the national level may reopen the Agreement for modification or amendment when renegotiations are not provided in Section 1 above.