

# U.S. Census Bureau National Processing Center Tucson, Arizona

## Labor-Management Agreement and Merit Assignment Plan

American Federation of Government Employees (AFGE)  
Local 1207





## PREAMBLE

This Agreement is between the United States Census Bureau, U.S. Department of Commerce, (hereinafter referred to as the Employer) and the American Federation of Government Employees, AFL-CIO, Local 1207 Tucson Telephone Center (TTC), Tucson, Arizona (hereinafter referred to as the Union).

This Agreement states policies, procedures, and methods that govern working relationships between the parties, and identifies subject matter of proper mutual concern.

The parties have entered into this Agreement for the following reasons:

- (a) to afford employees active participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment;
- (b) to facilitate the adjustment of grievances, complaints, disputes, and impasses; and
- (c) to provide for constructive and cooperative Labor-Management relations.

The parties have a mutual interest in the establishment of a Labor-Management Agreement that supports the mission of the TTC and its service to the public. To that end, the parties agree to the Articles set forth in this Agreement.

## CONTENTS

	<u>Page</u>
<b>ARTICLE 1 - GENERAL PROVISIONS</b>	
1.1 Coverage .....	1
1.2 Effective Date and Term .....	1
1.3 Definitions .....	1
1.4 Controlling Authority .....	3
<b>ARTICLE 2 - NEGOTIATIONS</b>	
2.1 Renegotiation .....	4
2.2 Mandatory Amendment .....	4
2.3 Annual Reopener .....	4
2.4 Negotiation Processes .....	4
<b>ARTICLE 3 - MIDTERM REQUESTS TO BARGAIN</b>	
3.1 Changes Affecting Working Conditions .....	6
3.2 Bargaining Procedures .....	6
3.3 Service of Notice and Demand .....	6
3.4 Good Faith Bargaining .....	6
3.5 Impasse .....	6
3.6 Mediation .....	6
3.7 Referral to the Impasses Panel .....	7
<b>ARTICLE 4 - EMPLOYER RIGHTS AND OBLIGATIONS</b>	
4.1 Rights of Management .....	7
4.2 Obligations Under the Act .....	7
<b>ARTICLE 5 - UNION RIGHTS AND OBLIGATIONS</b>	
5.1 General .....	7
5.2 Recognition of Officers and Stewards .....	8
5.3 Official Business of Stewards and Officers Act .....	8
5.4 Purpose of Official Time .....	9
5.5 Amount of Official Time .....	9
5.6 Internal Union Business .....	10
5.7 Union Support .....	10
5.8 Official Time for Training .....	10
5.9 National Representatives .....	11
5.10 Access to Regulations .....	11
5.11 New Steward Training .....	11
5.12 Contract Training .....	11

**ARTICLE 6 - EMPLOYEE RIGHTS AND OBLIGATIONS**

Page

6.1 Personal Rights ..... 11  
6.2 Right to Join Labor Organizations ..... 11  
6.3 New Unit Employees ..... 12  
6.4 Right to Representation ..... 12  
6.5 Procedure for Leaving the Worksight ..... 12  
6.6 Formal Meetings ..... 12  
6.7 Privacy ..... 13  
6.8 Whistleblower Protection ..... 13  
6.9 Employee Access ..... 13  
6.10 Personnel Records ..... 13  
6.11 Independent Actions ..... 14  
6.12 Freedom from Reprisal ..... 14  
6.13 Assignments to Supervisory Positions ..... 14  
6.14 Breakroom Facilities ..... 14  
6.15 Charitable and Investment Campaigns ..... 15  
6.16 Past Practice ..... 15  
6.17 Employee Pay ..... 15

**ARTICLE 7 - DUES WITHHOLDING**

7.1 Allotments to Representatives ..... 15  
7.2 Authorization ..... 15  
7.3 Amount of Withholding ..... 15  
7.4 Termination of Allotment ..... 16  
7.5 Resumption of Allotment ..... 16

**ARTICLE 8 - FACILITIES, SERVICES, AND INFORMATION**

8.1 Office Space and Facilities ..... 16  
8.2 Meetings ..... 17  
8.3 Employee Orientation ..... 17  
8.4 Membership Drive ..... 17  
8.5 Bulletin Boards ..... 18  
8.6 Distribution of Literature ..... 18  
8.7 Distribution of Union Communication ..... 18  
8.8 Distribution of Agreement ..... 18  
8.9 Reference Material ..... 18  
8.10 Other Facilities, Services, and Supplies ..... 18

**ARTICLE 9 - LABOR-MANAGEMENT COMMITTEE ..... 18**

**ARTICLE 10 - ALTERNATIVE DISPUTE RESOLUTION/MEDIATION**

10.1 Definitions ..... 19  
10.2 Process ..... 19

**ARTICLE 11 - COUNSELLING** ..... 20

**ARTICLE 12 - DISCIPLINARY AND ADVERSE ACTIONS**

12.1 Purpose..... 20  
12.2 Progressive Discipline ..... 20  
12.3 Disciplinary Actions ..... 20  
12.4 Adverse Actions..... 20  
12.5 Notification of Actions to Union ..... 20  
12.6 Records of Infraction (Form BC-290) ..... 20  
12.7 Alternative Discipline System (ADS)..... 21

**ARTICLE 13 - GRIEVANCE PROCESS**

13.1 Purpose..... 21  
13.2 Definitions..... 21  
13.3 Exclusions ..... 22  
13.4 Timeliness ..... 23  
13.5 Grievant’s Rights ..... 24  
13.6 Representation..... 24  
13.7 Complaints ..... 24  
13.8 Grievance Procedure ..... 25  
13.9 Nullification ..... 26  
13.10 Level One..... 26  
13.11 Level Two ..... 26  
13.12 Level Three ..... 27  
13.13 Level Four..... 27  
13.14 Employee Compensation ..... 28  
13.15 Grievance Mediation..... 28

**ARTICLE 14 - ARBITRATION**

14.1 Binding Arbitration..... 29  
14.2 Invoking Arbitration ..... 29  
14.3 Selecting the Arbitrator..... 29  
14.4 Arbitration Proceedings ..... 30  
14.5 Decision of Arbitrator..... 30  
14.6 Exceptions..... 31  
14.7 Costs of Arbitration..... 31  
14.8 Expedited Process ..... 31

**ARTICLE 15 - INFORMATION** ..... 31

**ARTICLE 16 - BACK PAY** ..... 32

**ARTICLE 17 - OVERTIME**

Page

17.1 Regularly Scheduled or Irregular and Occasional Overtime ..... 32  
17.2 Required, Regularly Scheduled or Irregular and Occasional Overtime ..... 33  
17.3 Premium Pay ..... 33

**ARTICLE 18 - WORK SCHEDULES**

18.1 Work Schedules ..... 33  
18.2 Advance Request for Time Off ..... 34  
18.3 Change in Work Schedules ..... 34  
18.4 Notification of Changes ..... 35  
18.5 Survey/Project Sign-Up ..... 35  
18.6 Extra Hours ..... 35  
18.7 Request for Change in Availability ..... 35  
18.8 Slack Work ..... 35  
18.9 Work Shortages ..... 36  
18.10 Rest Periods ..... 36  
18.11 Self Studies/Monthly Memos ..... 36  
18.12 Tardiness and Unauthorized Absence for Non-Leave-Earning Employees ..... 36  
18.13 Reducing Work Assignments ..... 36

**ARTICLE 19 - LEAVE**

19.1 Annual Leave ..... 36  
19.2 Sick Leave ..... 37  
19.3 Medical Certificates ..... 38  
19.4 Leave Without Pay (LWOP) ..... 39  
19.5 Increments of Leave ..... 39  
19.6 Counselling ..... 39  
19.7 Leave Restriction ..... 39  
19.8 Tardiness and Unauthorized Absences ..... 39  
19.9 Family-Friendly Leave ..... 40  
19.10 Leave Transfer Program ..... 41  
19.11 Emergency Downtime ..... 42

**ARTICLE 20 - REDUCTION IN FORCE ..... 42**

**ARTICLE 21 - EQUAL EMPLOYMENT OPPORTUNITY**

21.1 Basic Agreement ..... 43  
21.2 EEO Committee ..... 43  
21.3 EEO Counselors ..... 43  
21.4 EEO Complaints ..... 43  
21.5 Representation for EEO Complaints ..... 43  
21.6 Reasonable Accommodation ..... 44

	<u>Page</u>
<b>ARTICLE 22 - OCCUPATIONAL SAFETY AND HEALTH</b>	
22.1 Basic Commitment.....	44
22.2 Alleged Unsafe or Unhealthful Conditions.....	44
22.3 Emergency Preparedness .....	44
22.4 Information .....	45
22.5 Safety Committee.....	45
22.6 Safe Working Environment .....	46
22.7 Work-Related Injury or Illness .....	48
22.8 Medical Accommodations .....	48
22.9 Employee Assistance Program (EAP) .....	48
22.10 Wellness.....	49
22.11 Environmental Conditions .....	49
22.12 Abatement of Unsafe and Unhealthy Working Conditions .....	49
22.13 Smoking .....	49
22.14 Occupational Health.....	50
<b>ARTICLE 23 - SENIORITY</b> .....	50
<b>ARTICLE 24 - PROMOTION, ASSIGNMENT, AND DETAIL</b> .....	50
<b>ARTICLE 25 - CONVERSIONS AND PROMOTIONS</b> .....	50
25.1 Conversions.....	50
25.2 Promotions .....	51
<b>ARTICLE 26 - Within Grade Increases</b>	
26.1 Within Grade Increase (WGI).....	51
26.2 Eligibility for a WGI.....	51
26.3 Waiting Period for a WGI.....	51
26.4 Length of Waiting Periods .....	52
26.5 Credible Service.....	52
26.6 Requirements .....	53
26.7 WGI Effective Date .....	53
26.8 WGI Denials .....	53
<b>ARTICLE 27 - BILINGUAL EMPLOYEES</b>	
27.1 Purpose and Scope .....	53
27.2 Definition .....	53
27.3 Performance Appraisal.....	53
<b>ARTICLE 28 - EMPLOYEE AWARDS AND RECOGNITION</b>	
28.1 Purpose.....	53
28.2 Policy .....	53
28.3 Examples of Types of Awards.....	54

	<u>Page</u>
28.4 Definitions.....	54
28.5 Notice to the Union.....	55
<b>ARTICLE 29 - POSITION CLASSIFICATION.....</b>	<b>55</b>
<b>ARTICLE 30 - EMPLOYEE DEVELOPMENT.....</b>	<b>56</b>
<b>ARTICLE 31 - MONITORING .....</b>	<b>55</b>
31.1 Overview.....	56
31.2 Process .....	56
31.3 Monitoring Feedback.....	57
31.4 Performance .....	57
31.5 Standards.....	57
<b>ARTICLE 32 - PERFORMANCE APPRAISALS .....</b>	<b>59</b>
<b>ARTICLE 33 - NEPOTISM.....</b>	<b>59</b>
<b>ARTICLE 34 - CHILD/PARENTAL CARE .....</b>	<b>59</b>
<b>ARTICLE 35 - VENDING MACHINES .....</b>	<b>60</b>
<b>ARTICLE 36 - DRESS CODE.....</b>	<b>60</b>
<b>GLOSSARY</b>	

## ARTICLE 1 - GENERAL PROVISIONS

- 1.1 **Coverage.** The bargaining unit covered by this Agreement is defined to include all employees of the Tucson Telephone Center (TTC) of the U.S. Census Bureau, with the exception of management officials, supervisors, professional employees, confidential employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.
- 1.2 **Effective Date and Term.** This Agreement shall become effective on the date it is approved by the Agency Head, or if not approved or disapproved by the Agency Head, on the 31st day after execution. This Agreement shall remain in full force and effect for 3 years from its effective date. Thereafter, this Agreement will renew itself automatically on the anniversary date unless either party gives written notice to the other to renegotiate 60 days prior to the expiration of the Agreement. The parties may mutually agree to extend the life of the contract for up to 1 year.
- 1.3 **Definitions.** The following definitions of terms used in this Agreement shall apply throughout:
- (a) **THE ACT.** “The Act” means the Civil Service Reform Act of 1978.
  - (b) **AUTHORITY.** “Authority” means the Federal Labor Relations Authority described in Section 7104 (a) of Chapter 71, Title 5 of the United States Code (USC).
  - (c) **BRANCH CHIEF OR EQUIVALENT.** “Branch Chief or Equivalent” generally refers to the chief of an organization who reports to an Assistant Division Chief or higher. Organizations headed by a person with a significantly lower grade are not considered branch equivalents.
  - (d) **COLLECTIVE BARGAINING.** “Collective Bargaining” means the performance of the mutual obligation of the representatives of the Bureau and the exclusive representative of employees in the unit to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this section does not compel either party to agree to a proposal or to make a concession.

- (e) **COMPETITIVE SERVICE.** “Competitive Service” includes all civilian positions in the executive branch of the Government unless specifically excepted there from by the Office of Personnel Management (OPM)...and all positions in the legislative and judicial branches of the Federal government and in the government of the District of Columbia which are specifically made subject to the civil service laws by statute. The OPM is authorized to determine finally whether a position is in the competitive service.
- (f) **CONDITIONS OF EMPLOYMENT.** “Conditions of Employment” means personnel policies, practices and matters, whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices, and matters (1) relating to political activities prohibited under sub-chapter III of Chapter 73 of Title V, (2) relating to the classification of any position, or (3) to the extent such matters are specifically provided for by Federal statute.
- (g) **CONFIDENTIAL EMPLOYEE.** “Confidential Employee” means an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates Management policies in the field of Labor-Management relations. At the Census Bureau’s TTC, a confidential employee includes the Branch Chief’s secretary and the Assistant Branch Chief’s secretary.
- (h) **DAYS.** “Days,” unless the context clearly indicates otherwise, means calendar and not working days.
- (i) **DISPUTE.** “Dispute” means a disagreement during the course of formal negotiations between the Employer and the Union as to whether a proposal is precluded from negotiation because it is contrary to law, regulation, controlling agreement, or the Act.
- (j) **ENTRANCE-ON-DUTY (EOD) DATE.** “EOD Date” means current continuous service with the U.S. Census Bureau.
- (k) **EXCEPTED SCHEDULE A APPOINTMENTS.** “Excepted Schedule A Appointments” are positions with duties and requirements that justify exception from the competitive service. The OPM has authorized the filling of certain TTC positions through the use of Schedule A appointments.
- (l) **GRIEVANCE.** “Grievance” means a complaint by (1) an employee concerning any matter relating to the employment of the employee; (2) the Union concerning any matter relating to the employment of any employee; or (3) any employee, the Union or the Employer concerning (a) the effect or interpretation, or a claim of breach, of this Agreement; or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

- (m) **IMPASSE.** “Impasse” means the inability of the Employer and Union representatives to arrive at a mutually acceptable agreement concerning negotiable matters through the negotiation process contained in this Agreement.
- (n) **INTERMITTENT WORK SCHEDULE – “Intermittent Work Schedule”** means employment is without a regularly scheduled tour of duty. It is appropriate for a position in which the nature of work is irregular - recurring at sporadic or unpredictable intervals.
- (o) **MANAGEMENT OFFICIAL.** “Management Official” means an individual employed by the Bureau in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of Census.
- (p) **A MIXED TOUR EMPLOYMENT AGREEMENT** provides a basic definition and other relevant information concerning the mixed tour work schedule. The agreement is signed by all TTC Schedule A Employees during orientation and affirms the employee’s acceptance of the mixed-tour work schedule in the excepted service.
- (q) **MIXED TOUR WORK SCHEDULE - A “Mixed Tour Work Schedule”** is a combination of full-time, part-time and intermittent work schedules that permits flexibility and allows the best utilization of the employee based on the work requirements of the TTC. The basic tour of duty (TOD) of a Schedule A TTC employee is intermittent (employees are assigned to work on an “as-needed” basis). However, whenever there is an increase in the workload, a TTC interviewer’s work schedule is subject to change.
- (r) **PROBATIONARY PERIOD.** “Probationary Period” is the first year of service of an employee. During this period, the agency determines the fitness of the employee, and the employee has limited appeal rights.
- (s) **SERVICE COMPUTATION DATE (SCD).** “SCD” is the date on which an employee would have entered the Federal service had his/her service been continuous up to the present time. This date is determined by adding all creditable service and subtracting the total from the present date.
- (t) **UNIT.** Except where the context clearly indicates otherwise, “unit” means the bargaining unit as defined in Article 1.1 of this Agreement.

1.4 **Controlling Authority.** This Agreement is entered into under authority contained in the Act, as amended, and both parties subscribe to the standards of conduct set forth in the Act. In the administration of all matters covered by this Agreement, officials and employees of Census are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in 5 United States Code (USC) and 5 Code of Federal Regulations (CFR), by published Department of Commerce or Census policies and regulations in existence at the time this Agreement is approved, and by

subsequently published Department of Commerce or Census policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher Departmental level.

## **ARTICLE 2 - NEGOTIATIONS OF LABOR-MANAGEMENT AGREEMENT**

- 2.1 **Renegotiation.** In the event one of the parties desires to renegotiate this Agreement, written notice will be provided to the other party no fewer than 60 days prior to the expiration of the Agreement. This Agreement will continue in full force and effect until the new Agreement has been approved. The parties may use mutually agreed upon Interest-based bargaining, traditional bargaining, or a well-defined combination of the two bargaining techniques as described Article 2.4.
- 2.2 **Mandatory Amendment.** Modification of this Agreement required by changes in applicable laws, regulations, or policies issued by the Department of Commerce or other authority after the effective date of this Agreement, the implementation of which is mandatory and not discretionary with the Employer, will be made by written notification to the Union setting forth the modification and the basis thereof. In such an event, the parties will meet for the purpose of negotiating new language, which will meet the requirements of such laws, regulations, or policies.
- 2.3 **Annual Reopener.** Either party may give written notice of its desire to reopen this Agreement for the purpose of engaging in negotiations no fewer than 45 days prior to the anniversary date of this Agreement. Such written notice shall cite the specific sections of this Agreement proposed for amendment. The parties shall mutually agree on the items to be considered. The negotiations shall be governed by the appropriate provisions of this Agreement.

Notice of proposed changes will include all available, necessary, and relevant information on the matter. Additional information may be requested. Should bargaining be requested under the annual reopener, the change will not be implemented, except in accordance with the law, until resolution of any disagreements.

### **2.4 Negotiation Processes**

- (a) **Traditional Negotiations.** Each party will designate not more than six persons including a chief negotiator to serve as members of its negotiating team. The names of the designated team members will be exchanged between the parties in writing at least 7 calendar days prior to the beginning of negotiations. The parties agree that during negotiations the proposals may be discussed outside the negotiating team to obtain information to assist in the negotiation process. Such discussions will be limited to union officials, branch chiefs, bargaining unit employees, or appropriate subject-matter experts. The chief negotiator for each party will be responsible for the propriety of information shared during the negotiation process.
- (b) **Interest Based Bargaining.** Interest Based Bargaining (IBB) is defined as an alternative style of negotiation that trained negotiators use to achieve positive

results for both parties. It is an alternative that offers distinct advantages such as an enhanced and cooperative relationship, heightened respect and trust between the parties, and a contract containing more elegant solutions in terms of needs and permanence.

- (c) **Other Negotiations.** The parties may consider utilizing a combination of bargaining techniques (traditional and interest based, or other).
- (d) The ground rules will be agreed upon by the parties at the onset of any negotiations.

### **ARTICLE 3 – MIDTERM REQUESTS TO BARGAIN**

3.1 **Changes Affecting Working Conditions.** The parties recognize that from time-to-time during the life of the Agreement the need will arise for change to existing TTC policies covering personnel issues, practices, and/or working conditions not covered by this Agreement.

3.2 **Bargaining Procedures.** Where, during the term of the Agreement, the Employer proposes to act on a subject or matter negotiable under Chapter 71 of Title 5 of the USC, Section 7117, but which involves no change in the terms of this Agreement, the following procedures and timeframes will apply:

- (a) A Management official will inform the Local President or his/her designee, normally in writing, of any substantive change(s) in conditions of employment proposed by the Agency. The notification will include notice of the change(s). When the change(s) impacts bargaining unit employees, the notification will include, if known, the affected area, the effective date, a brief description and reason for the change(s).
- (b) The parties will meet within 2-3 days (unless the parties mutually agree to extend this timeframe) to discuss Management's proposed changes in conditions of employment. The parties agree that only those individuals who are designated by the Union President will be advised of changes in working conditions. The Union President is responsible for providing Management with an updated list of the designated officials including appropriate telephone numbers in sequential order. If the parties are able to reach agreement informally through consultation, the change will be implemented.
- (c) In the event that the parties are unable to reach agreement, within 7 days of that decision, the Local President or his/her designee may submit a written request to bargain to the branch chief or designee. Along with the request to bargain, the Union will include written notice of its concerns with regard to the proposed change(s) in working condition(s) and will normally provide alternate proposals for resolving the issue(s). Failure to submit a request to bargain within 7 days will indicate that the Union has no objection to the proposed change(s) or its impact and implementation.

In accordance with 5 USC 7117, the views and recommendations presented by the Union shall be considered by Management before taking final action on any matter with respect to which the views and recommendations are presented. Management shall provide the Union a written statement of the reasons for taking the final action.

- (d) Following receipt of the Union's request to bargain, but no later than 5 days, the parties will meet to discuss the content of the Union's proposals, negotiability, interest, and concerns. The parties will attempt to reach agreement on the proposed change(s) and/or impact. Either party may have subject matter experts present to answer questions and provide clarification. An extension of the 5 calendar day time period will be by mutual agreement.
- (e) If the parties are unable to reach an agreement on the proposed change(s) or the impact and implementation, negotiations will commence within 7 days. An extension of the 7 calendar day time period will be by mutual agreement.
- (f) The parties will inform each other in writing of their bargaining team members at least 2 calendar days before the start of any negotiations. The Union bargaining team members will be equal in number to those on Management's team but not less than three members in order to proceed with negotiations, caucuses, mediation procedures, and impasse proceedings shall be appropriate for the use of official time during the time the employee otherwise would be in duty status.

3.3 **Service of Notice and Demands.** Service of all notices, requests, or documents provided for under this Article shall be accomplished by personal delivery or e-mail. Applicable time limits shall begin to run from the date of receipt of the document that triggers the particular time limit.

3.4 **Good Faith Bargaining.** The duties of the parties to negotiate in good faith under this Article shall include the obligation:

- (a) To approach the bargaining with sincere resolve to reach agreement;
- (b) To be represented by duly authorized representatives prepared to discuss and bargain on the subjects authorized by this Article; and
- (c) To meet at reasonable times as frequently as may be necessary, and to avoid unnecessary delays.

3.5 **Impasse.** During negotiations, when it has been determined that the parties are unable to reach a mutual agreement, the item will be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any existing impasse item.

3.6 **Mediation.** The assistance of the Federal Mediation and Conciliation Service may be requested by either party.

- 3.7 **Referral to the Impasses Panel.** Any impasse issue that remains unresolved following mediation may be submitted to the Federal Service Impasses Panel (FSIP). Referral to the FSIP will be in accordance with the rules established by the FSIP.

#### **ARTICLE 4 - EMPLOYER RIGHTS AND OBLIGATIONS**

- 4.1 **Rights of Management.** Subject to Article 4.2, nothing in this Agreement shall affect the authority of any Management official of the Employer:
- (a) to determine the mission, budget, organization, number of employees, and internal security practices of the Bureau; and
  - (b) in accordance with applicable laws:
    - (1) to hire, assign, direct, lay off and retain employees in the Bureau, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees;
    - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Bureau operations are to be conducted;
  - (c) with respect to filling positions, to make selections for appointments from:
    - (1) among properly ranked and certified candidates for promotion; or
    - (2) any other appropriate source.
  - (d) to take whatever actions may be necessary to carry out the Bureau's mission during emergencies.
- 4.2 **Obligations Under the Act.** Nothing in this Agreement shall preclude the Employer and the Union from negotiating:
- (a) at the election of the Bureau, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods, and means of performing work;
  - (b) procedures which Management officials of the Employer will observe in exercising any authority under Article 4.1; or
  - (c) appropriate arrangements for employees adversely affected by the exercise of any authority under Article 4.1 by such Management officials.

#### **ARTICLE 5 - UNION RIGHTS AND OBLIGATIONS**

- 5.1 **General.** The Union is the exclusive representative of employees in the unit and is entitled to act for, and to negotiate agreements covering all unit employees. The Union is

responsible for representing the interests of all unit employees without discrimination and without regard to labor organization membership.

The Union shall be given the opportunity to be represented at -

- (a) any formal discussion between one or more Management officials and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- (b) any examination of any employee in the unit by a Management official 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.

5.2 **Recognition of Officers and Stewards.** The Employer agrees to recognize the officials of the Union.

**Stewards.** The Employer agrees to recognize stewards designated in accordance with the following conditions:

- (a) The Union will identify no more than four stewards unless the unit increases to more than 200 employees, at which time the Union may be allowed to designate one additional steward for each 50 unit employees above 200.
- (b) The Union agrees to provide the Branch Chief or designee with a roster containing the names of stewards and the Union Office telephone number. The Union also agrees to notify the Branch Chief or designee in writing of any changes in such roster. The Union agrees not to utilize new stewards until such notification is received. The Branch Chief or designee will ensure that the roster and the Union telephone number are posted on the official employee bulletin board. Only those stewards officially designated on this roster by the Union will be recognized.
- (c) The parties agree that these steps will be accomplished in a timely manner, normally within 4 workdays.

5.3 **Official Business of Stewards and Officers.** The Employer agrees that arrangements necessary for the stewards and officers of the Union to carry out their respective duties in connection with the relationship between the parties under this Agreement may be made so as to allow such stewards and officers to leave their work station, when necessary, during regular working hours in order to bring about the prompt disposition of complaints. Union officers and stewards will request permission of the supervisor before leaving their work station. Such requests will include where they will be, their estimated return, and a general purpose of their activity. When properly requested, this official time will be granted during the current shift unless the absence of the officer or steward is

precluded by work requirements. In those cases, the supervisor will normally suggest the earliest available time for the official to leave the work area. Upon return to work, the official shall so advise the supervisor.

5.4 **Purpose of Official Time.** The Employer and the Union recognize that official time contributes to the development of orderly and constructive Labor-Management relations. The Union agrees to ensure that the use of official time by its officers and stewards is reasonable, necessary, and in the public interest.

5.5 **Amount of Official Time.** The Employer agrees to grant the Union official time for constructive Labor-Management relations and for all legitimate representational duties. The total amount of official time for this purpose shall not exceed 1000 hours per calendar year. Any hours not used, up to a maximum of 100 hours, may be carried over to the next year for the life of the contract.

(a) **Official Time For Representational Duties**

The Employer agrees to grant Union representatives official time to perform the following duties:

- (1) Discuss a grievance or complaint with an employee;
- (2) Assist an employee in preparation of, or represent employees in appeals within the bargaining unit;
- (3) Attend meetings with supervisors or other Management officials with respect to grievances or working conditions;
- (4) Prepare for meetings called by supervisors or other Management officials with respect to grievances or working conditions;
- (5) Perform other official representational duties and prepare reports required by law;
- (6) Act as the Union representative during an examination of an employee by a representative of the Employer when the employee believes the examination may result in disciplinary action;
- (7) Conduct business required by the Federal Government.

The Parties agree that the total time authorized under this Article is not intended to serve as a basis for any officer/steward to engage in full-time representational activities on an ongoing basis.

This amount does not include time authorized under Article 5.5(b) (Official Time for Preparations-Contract Negotiations), Article 5.11 (New Steward Training), Article 5.12 (Contract Training), Article 3 (Midterm Negotiations), Article 21.2 (EEO Committee),

Article 9 (Labor-Management Committee), Article 8.3 (Employee Orientation), and Article 22.5 (Safety Committee).

Time will be recorded on time sheets and recorded on a pay-period basis. The Union President and the Branch Chief or designee will receive copies of time reports on a pay-period basis as soon as possible for purposes of monitoring the use of this time.

(b) Official Time for Preparation-Contract Negotiations

The Union will be granted up to 64 hours of official time in the aggregate prior to the start of negotiations. Preparation means reviewing the Articles of the Labor-Management Agreement, deciding/identifying those Articles for re-negotiations, and preparation of written notice to Management of the Union's intent to reopen and a list of those Articles identified. The Union President will be responsible for accounting for this time and in ensuring its use is consistent with the provisions of the Article.

- 5.6 **Internal Union Business.** In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, activities concerned with the Union's internal Management, such as membership meetings, solicitation of membership, campaigning by Union officers or candidates, the conduct of election for Union officers, the distribution of Union literature, and other activities of a similar nature internal to the Union shall be confined to non-duty hours. Only that time for which an employee is not in a pay status is considered "non-duty" time; that is before and after either regular working hours or overtime, as well as during lunch periods.
- 5.7 **Union Support.** The Union agrees to support the Employer in its efforts to eliminate waste, to conserve energy, materials and supplies, to improve the quality of workmanship, safety, security practices, and environmental working conditions, to combat tardiness, absenteeism, carelessness, and any other practices which restrict production and hamper efficiency, and to encourage the submission and implementation of improvements and cost-reduction ideas.
- 5.8 **Official Time for Training.** Upon specific request and approval, the Branch Chief or designee agrees to grant employees, who as officials or stewards of the Union are actively engaged in Labor-Management relations, a reasonable amount of official time to receive information, briefing, or orientation that will be of mutual benefit, related to matters within the scope of Title VII of the Act, as amended, and rules and regulations issued there under, including matters relating to pay, personnel policies, working conditions, work schedules, grievance procedure, performance rating, or agency policy and negotiated agreements pertaining thereto. Unless the parties agree otherwise, such leave may be granted for short periods of time, not to exceed 210 hours per calendar year on the basis of a written request which must include a copy of the agenda for the training to allow the Employer to reasonably certify that it adequately meets the criteria for administrative leave for Union representatives. Where possible, the Union agrees to make this request 2 weeks in advance. The Branch Chief or designee will grant up to an additional 8 hours of administrative leave to be used for the training of each newly

designated Union official for the same purposes as provided for in this Article upon similar advance request.

- 5.9 **National Representatives.** Upon 1 workday's advance request, representatives of the National Union may be granted access to the Employer's premises. When in a secured area, these representatives will always be accompanied by a Census Bureau employee. The Union will be responsible for ensuring that these representatives do not violate Census security policy or practices.

The Union will notify the Branch Chief, TTC, prior to meeting on official time with such third parties as representatives of the Federal Labor Relations Authority.

On an as-needed basis and with advance notification, the Branch Chief, TTC, will provide reserved parking for representatives from the AFGE National, FLRA, etc.

- 5.10 **Access to Regulations.** Union officers and stewards, along with other employees of the unit, shall be given reasonable access to all pertinent regulations and policy statements during official duty hours.
- 5.11 **New Steward Training.** The Employer will grant up to 4 hours of official time to the Union for the purpose of instructing new stewards (normally within 2 weeks following recognition of the stewards) in their representational responsibilities relative to this Agreement.
- 5.12 **Contract Training.** The Employer will grant up to 4 hours of official time for the purpose of training all Union officials on the changes resulting from any subsequent annual reopener negotiations.

The official time as described in Articles 5.11 and 5.12 is granted in addition to, and separate from, that provided under Article 5.5.

## **ARTICLE 6 - EMPLOYEE RIGHTS AND OBLIGATIONS**

- 6.1 **Personal Rights.** Management will continue to treat all employees fairly and equitably, to the extent possible.
- 6.2 **Right to Join Labor Organizations.** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activities freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Act, such right includes the right:
- (a) to act for a labor organization in the capacity of a representative and the right in that capacity to present the views of the labor organization to heads of agencies and other officials of the executive branch of Government, the Congress, or other appropriate authorities; and
  - (b) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 USC Chapter 71.

- 6.3 **New Unit Employees.** The Branch Chief or designee shall notify the Union President or designee of the expected number of new bargaining unit hires prior to their EOD. During orientation, the new unit employees will be advised that AFGE Local 1207 is the exclusive representative and of their right to join or not to join the Union. The Employer agrees that a Local 1207 Union representative may attend the new employee orientation session, take up to 15 minutes of time to introduce himself/herself, distribute an information packet and to inform employees of their right to join or not to join the Union without fear of penalty or reprisal. The packet will be pre-approved by the Employer. If a Union representative who is present at the orientation has not been scheduled to work during the orientation, then the Employer is not obligated to pay for that time. If a Union representative is not available, at the Union's request the Employer will distribute the information packet(s).

New unit employees will also be given, as part of their Orientation Package, a list of names of the Union Officers and Stewards and the telephone number of the Union office, as furnished by the Union, as well as a copy of the Labor-Management Agreement.

- 6.4 **Right to Representation.** Management will annually inform all employees of their rights under 5 USC 7114 (a)(3) and Article 5.1 of this agreement. Management also agrees to post a copy of the annual notice on the official employee bulletin board(s). Unit employees have the right to request and be represented at any formal discussions conducted by a Management official in connection with an examination if the employee reasonably believes that the examination may result in disciplinary action and makes a request for such representation. The right to Union representation may be invoked at any point in the course of the investigation. Under such circumstances, the employee will be afforded reasonable time to obtain a Union representative. Employees' rights to representation are guaranteed by the Act. Each employee will be provided with a copy of the "Notice of Right to Union Representation in Certain Meetings with Agency Representatives" in the orientation packet.

Employees seeking Union representation shall contact a steward. If a steward is not available, the employee will contact the Union President or designee for representational assignment.

- 6.5 **Procedures for Leaving the Worksite.** Unit employees will request permission from a supervisor before leaving the work area to seek Union representation. When properly requested, time will be granted during the current shift unless the absence of the employee is precluded by work requirements. In those cases, the supervisor will normally suggest the earliest available time for the employee to leave the work area. The employee should ask the supervisor to notify the steward when there is a need to speak with him/her. Employees will notify the supervisor upon return to work.
- 6.6 **Formal Meetings.** When the Manager is aware that a meeting may result in disciplinary action, the manager will inform the employee of the general purpose of the meeting. In addition, if the employee reasonably believes that the event may result in a disciplinary action against him/her, he/she may request Union representation. Under such circumstances, the employee shall be afforded reasonable time to obtain a Union representative. If an employee asks for a Union representative, and that person is unavailable, the employee may ask for an alternate Union representative. However, if

allowing for the representative would unreasonably delay the interview, the supervisor may proceed.

- 6.7 **Privacy.** To recognize and respect the right to privacy of all employees, counselling, formal monitoring feedback, verbal admonishments, and confrontations will be done privately. Exceptions may be made for safety and/or emergency conditions.

If an employee is to be served with a legal document by a law enforcement official, it will be done in private, where practicable.

- 6.8 **Whistleblower Protection.** Whistleblower Protection Act of 1989 (Public Law No. 101-12) strengthens protections for Federal employees, former employees, and applicants for employment who claim that they have been subject to personnel actions because of their whistleblowing activities. Whistleblowing means disclosing information that you reasonably believe is evidence of a violation of any law, rule, or regulation or gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

- 6.9 **Employee Access.** Former employees who have official actions pending may be granted a visitor's badge to meet with representatives of the Union. In addition, employees whose badges have been confiscated pending official action may be granted access to the Employer's premises upon request. When in a secured area, the former employee will be accompanied by a Union official.

The Employer will contact the party to be visited before providing the visitor badge. Prior to issuing a visitor badge, approval will be obtained from the branch chief or designee.

- 6.10 **Personnel Records.** The parties agree that employee personnel records are confidential and may not be collected, maintained, or retained except in accordance with law, government-wide regulations, agency practice and this Agreement. Personnel records are confidential and shall be viewed or disseminated by officials/employees in accordance with law and must be retained in accordance with 5 USC Section 552a of the Privacy Act. Systems of personnel records, such as the Official Personnel Folder (OPF), Employee Performance File (EPF), and the Employee Medical Folder (EMF) are maintained in accordance with the Privacy Act.

- (a) **OPF, EPF, and EMF** shall contain only those types and classes of records authorized by law, rule, regulation, or agency policy or practice.
- (1) An employee upon written request may review records maintained about him/her and filed in a system of records that is personally identifiable and the employee may request one copy.
  - (2) Employees may submit additional information or documents, i.e. school transcript, certificate of training, resume, updated OF-612, Optional Application for Federal Employment, or SF-172, Amendment to Application for Federal Employment, medical documentation, to their

servicing personnel office for filing in their OPF or EMF. The servicing personnel office will determine if it is appropriate to be filed based on OPM's rules for filing documents in the OPF and EMF.

- (3) An employee may request to review his/her personnel records, OPF, EPF, and EMF. These records will normally be made available no later than ten (10) workdays of such a request. With the written consent of the employee, a designated representative will be given access to the employee's personnel records normally within ten (10) workdays following receipt of the employee's written consent. Such written consent will be included on the designation of representative form.

- (b) **TTC Administrative Files.** At the TTC, various administrative files are maintained in alphabetical order and include attendance records, monitoring records, CD-415 Emergency Information, computer-based training certificates, BC-328 Badge, Parking and Electronic Key Card, Form 11-TC (7) Request for Schedule Change, NPC-1097 Advance Request for Time Off, Bilingual Certification, etc. Upon written request to the Chief, TTC or designee, the employee may request to view and/or obtain a copy of these records. Normally, such a request will be granted no later than two (2) workdays following receipt.

- 6.11 **Independent Actions.** The terms of the Agreement do not preclude any unit employee, regardless of whether he/she is a member of the Union or not, from bringing matters of personal concern to the attention of the Employer in accordance with applicable laws, rules, or regulations. The employee may present formal complaints, appeals, or grievances in person or through a representative of the employee's own choosing, through any established Census procedures, other than the negotiated procedure.
- 6.12 **Freedom from Reprisal.** Each unit employee shall remain free from restraint, interference, coercion, discrimination, or reprisal in the exercise of any rights arising pursuant to the terms of this Agreement.
- 6.13 **Assignments to Supervisory Positions.** Any employee of the unit shall, upon detail or temporary promotion to a supervisory or Management position or assignment, be suspended from his/her normal status as a member of the unit for the duration of the detail or temporary promotion. Such an employee shall refrain from acting as a representative of the Union. An elected Union official shall resign from Union office when he/she accepts a temporary promotion to a supervisory or Management position.
- 6.14 **Breakroom Facilities.** TTC Management and AFGE Local 1207 want to provide a clean and pleasant rest area for all employees. Therefore, it is expected that all employees share in the responsibility of keeping the break room facility clean. In addition, a volunteer will normally be allowed up to 15 minutes prior to the close of his/her shift for the designated weekly cleaning of the refrigerator and microwave. The sign-up sheet is located on the side of the refrigerator. There will be a sink with hot/cold running water, microwave, refrigerator, cabinet, countertop, and chairs. The breakroom will be available for use by all TTC employees for their breaks and lunch.

- 6.15 **Charitable and Investment Campaigns.** Neither party to this Agreement shall require or coerce employees to donate to charitable organizations, to invest in U.S. Savings Bonds, or to attend campaign meetings. However, this section shall not be so construed as to prohibit the Employer from posting or circulating information concerning such organizations or bonds. The Employer may perform the usual activities associated with the campaign kick-off and to demonstrate support in the employee newsletters or other routing communications with employees.
- 6.16 **Past Practice.** It is agreed and understood that any prior benefit, practice or understanding, whether or not specified in this Agreement but which has been:
- (a) clearly enunciated and acted upon; and
  - (b) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties may not be changed without giving notice under Article 3.
- 6.17 **Employee Pay.** The Employer will make every effort to ensure that the required payroll documentation is submitted for payroll processing. Employees are responsible for reviewing their earnings and leave statements and notifying their supervisors of any unexplained changes. Upon receipt of a written request from the employee, the Employer agrees to process an Emergency Salary Payment for bargaining unit employees who do not receive a salary payment by the scheduled payday due to an agency administrative error or delay in processing necessary documents.

## **ARTICLE 7 - DUES WITHHOLDING**

- 7.1 **Allotments to Representatives.** The Employer agrees to deduct regular and periodic Union dues from the pay of unit employees who have made a voluntary allotment for that purpose, provided that the authorizing employee's regular earnings are sufficient, after all other legal deductions have been made, to cover the full amount of the dues-withholding allotment. Any such allotment shall be made at no cost to the Union or the employee.
- 7.2 **Authorization.** Unit employees wishing to have Union dues withheld from their pay shall secure from the Union Form SF-1187 (Request for Payroll Deductions for Labor Organization Dues). This form, when properly executed by both the employee and the Union, shall be transmitted to the Employee and Labor Relations Section (ELRS) for certification of the employee's eligibility for dues withholding. The new authorization will be effective the pay period following receipt in the ELRS office.
- 7.3 **Amount of Withholding.** The amount of regular dues of each unit member shall be certified by the Union on the unit member's SF-1187 at the time allotment is requested. If the amount of regular dues is subsequently changed by the Union, the Human Resources Branch shall be informed in writing by the Union President as to the new amount. The new amount shall become effective as to all authorizing employees at the beginning of the first full pay period following receipt of such notice by the ELRS office. Only two such changes in the amount of withholding may be made in any 12-month period.

7.4 **Termination of Allotment.** Census shall terminate a unit member's allotment:

- (a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn from the Union;
- (b) at the end of the pay period during which the member is separated from TTC or by other personnel action is removed from the unit;
- (c) as of the beginning of the first full pay period following receipt of notice from the Union that the member has ceased to be a member in good standing; or
- (d) at the beginning of the first full pay period following 1 year from the beginning of the allotment. Thereafter, the parties agree that there will be an open season for the month of February, each subsequent year, during which members may terminate their allotment. The termination of allotment during open season will be effected following receipt of a member's written revocation. The revocation request will be effected the first full pay period following the open season month.

There are two exceptions to (d) above under which the open season provision does not apply. The exceptions are 1) separation of a unit member from the TTC; and 2) the promotion of a member to a supervisory position which will result in the immediate and automatic termination of his/her dues allotment.

The Union will notify the ELRS of HRB within 3 workdays after an employee ceases to be a member in good standing of the Union and will forward to that office, within 3 workdays after receipt, any written revocation of the allotment of any unit member.

7.5 **Resumption of Allotment.** Upon return to the bargaining unit (after completion of a temporary promotion/assignment out of the bargaining unit), automatic dues withholding will resume, unless the employee has properly requested termination of allotment.

The Employer agrees to notify the Union, in writing, when an employee returns to the bargaining unit from a temporary promotion or assignment. The Union will notify the Human Resources Branch, in writing, of those employees for whom automatic dues withholding should resume.

## **ARTICLE 8 - FACILITIES, SERVICES, AND INFORMATION**

### **8.1 Office Space and Facilities.**

- (a) The Employer agrees to provide the Union with approximately 90-150 square feet of lockable office space. This space allocation shall be temporary and subject to relocation if needed for the TTC work requirements.
- (b) The Employer agrees to provide the Union with up to three lockable file cabinets, up to two desks, two chairs, a typewriter, and a personal computer

with a printer. Use of the personal computer must be in accordance with the U.S. Census Bureau microcomputer security requirements.

- (c) The Employer further agrees to provide the Union with access to a telephone with long distance capability and voice mail to conduct Union business (pending the upgraded telephone system). Self-serve access will be provided for faxing and photocopying for a reasonable number of copies of correspondence directed to Management or directly associated with a grievance.
- (d) No facility or service granted under this section shall be used during duty hours for any form of internal Union business prescribed by Article 5.6.

The Union agrees that the space and equipment, as provided, will be used only for legitimate representational functions.

8.2 **Meetings.** The Employer agrees to furnish the Union space to conduct regular membership meetings in the training room on the third Thursday of each month at 7 p.m., provided that the Facility is open. This space shall be subject to change if needed for Facility work requirements. If space is needed for additional meetings, the Union will make a request to the Facility Manager in writing, 2 weeks in advance when possible.

8.3 **Employee Orientation.** The Employer agrees to grant a Local 1207 Union representative up to 15 minutes of time at new-employee orientation to introduce himself/herself and to distribute the information packet. The packet will be pre-approved by the Employer. If a Union representative is not scheduled to work during orientation hours, then the Union representative will be permitted to attend on his/her own time. If a Union representative is not available, at the Union's request, the Agency will distribute the information packet.

8.4 **Membership Drive.** Upon no less than 14 days' advance written request, the Employer shall provide appropriate space and facilities to enable the Union to conduct a membership drive. The Union is permitted two membership drives of 2 weeks' duration per year during the life of this Agreement. The Union agrees to submit to the Employer, for review, a copy of all written bulletins and newsletters prepared by the Union to be used in connection with the membership drive 1 week prior (where possible) to the beginning of the drive or in any event prior to the conduct of the membership drive. The Union agrees that it will be responsible for the propriety of materials distributed.

No later than 7 days following notification of the membership drive, the Employer agrees to provide the Union an alphabetical listing of all unit employees, showing names, position titles, and grades.

8.5 **Bulletin Boards.** Bulletin board space will be made available to the Union to effectively disseminate appropriate general interest information. The space will be in the immediate vicinity where employee notices are normally posted. Only Union officials may post or remove material from the Union bulletin board space. The Union will not post indecent or derogatory material.

The Union agrees that it will be responsible for the propriety of materials posted on these boards. The parties further agree that routine notices to employees, copies of Union correspondence, extracts from publications of general distribution, and similar material may be posted by the Union without notice to the Employer.

- 8.6 **Distribution of Literature.** The Union may distribute literature in the building to employees during non-compensable time (before or after scheduled work time and lunch). The Union agrees to submit copies of material that has not been previously approved for the Employer's review at least 5 workdays in advance of distribution. In certain instances, time frames may be waived by mutual consent of the parties to expedite distribution. The Union agrees that it will be responsible for the propriety of materials distributed.
- 8.7 **Distribution of Union Communication.** The employee folder system shall be available for the distribution of Union communications relating solely to subject matter within the purview of the Act. Materials to be distributed must be submitted to the Chief, TTC (or designee) for clearance at least 5 workdays in advance of distribution. The parties must mutually agree as to the volume of materials to be distributed and the times of such distribution.
- 8.8 **Distribution of Agreement.** The Employer agrees to print and distribute copies of this Agreement to all employees within the bargaining unit.
- 8.9 **Reference Material.** The Employer agrees to provide the Union access to public reference materials and to provide copies of OPM Notices of Regulatory Changes.
- 8.10 **Other Facilities, Services, and Supplies.** Any requests by the Union for other facilities, services, and supplies shall be made in writing, in advance, to the Chief, TTC. The Employer may grant the request subject to:
- (a) availability of the requested facility, service, or supply;
  - (b) an adequate justification of need by the Union; and
  - (c) payment by the Union of any costs over and above normal operating expenses.

## **ARTICLE 9 - LABOR-MANAGEMENT COMMITTEE**

The role of the Labor-Management Committee is to deal with the issues at the TTC, resolve problems, and broaden the base of cooperative Labor-Management relations.

The parties agree to meet on a monthly basis at a mutually agreeable time or at the request of either party when the need arises. It is understood that the parties will normally exchange their proposed agenda and the names of the attendees at least 3 days in advance of any regularly scheduled meeting.

## ARTICLE 10 - ALTERNATIVE DISPUTE RESOLUTION/MEDIATION

10.1 **Definitions.** Alternative Dispute Resolution (ADR) is an effective tool for employees, managers and supervisors in resolving various employee conflicts and disputes as an alternative to traditional methods of early intervention and dispute resolution. ADR provides parties the chance to present complete details of an issue in dispute, and allows the parties the opportunity to hear each other's view points. An essential element of ADR, however, is that it provides parties the opportunity to identify common ground concurrences, and prepare mutually acceptable options to resolve disputed issues. These sessions, while voluntary, are highly encouraged due to their success rate, however not all situations are suitable for mediation. The advantage of mediation over more traditional complaint procedures is that it provides an environment for creative problem-solving between the parties. The mediation session is private and confidential. Through the skilled assistance of the mediator, parties are encouraged to listen, be empathetic, mediate in good faith, suspend preconceived judgments, respect each other's values, negotiate without holding to a fixed position, and focus on resolving the underlying conflict.

Mediation involves the intervention of a third person, or mediator, into a dispute to assist the parties in negotiating jointly acceptable resolution of issues in conflict. The mediator meets with the parties at a neutral location where the parties can discuss the dispute and explore a variety of solutions. Each party is encouraged to be open and candid about his/her point of view. The mediator can view the dispute objectively and assist the parties in considering alternatives and options that they may not have considered otherwise. The mediator is neutral in that he/she does not stand to personally benefit anything, is impartial, and that he/she does not have a preconceived bias about how the conflict should be resolved. The mediation session is private and confidential. The advantage of mediation over more traditional complaint procedures is that it provides an environment for creative problem-solving between the parties. Through the skilled assistance of the mediator, disputants are encouraged to listen, keep confidences, be empathetic, suspend preconceived judgments, respect each other's values, and focus on resolving the underlying conflict.

10.2 **Process.** The parties agree that ADR/Mediation will be used in workplace disputes such as Equal Employment Opportunity (EEO), grievances, and general conflicts. Since ADR may be used at any stage of the complaint, specific time frames relevant to the selected process (EEO, grievance, etc.) apply. The Federal Mediation and Conciliation Service (FMCS), a neutral third party, will facilitate communication between the parties.

ADR/Mediation is recommended when the parties' emotions or positions have restricted their ability to communicate with each other, but they do not want to have a third party make a decision for them. ADR/Mediation may be inappropriate if the case presents constitutional or precedent-setting issues for which judicial opinion is desired.

In mediation, the FMCS mediator facilitates communications between the parties in a private and confidential meeting. The mediator has no decision-making authority and can give legal information, but not legal advice. The mediator helps the parties generate optional solutions that are not available through litigation or developed by parties in direct negotiation.

While the parties understand that the mediator can help them create solutions, it is the parties themselves who ultimately share responsibility for the outcome.

## **ARTICLE 11 - COUNSELLING**

To facilitate the process of improving inappropriate behavior, the Employer agrees to use counselling as a tool. Counselling will be timely and conducted to ensure the privacy of the employee.

## **ARTICLE 12 - DISCIPLINARY AND ADVERSE ACTIONS**

- 12.1 **Purpose.** The purpose of discipline is not solely to punish the employee but to affect the employee's behavior in ways positive for both the employee and the Bureau.
- 12.2 **Progressive Discipline.** Management agrees to consider progressive discipline, where appropriate, taking the lowest administrative action appropriate for the specific offense in order to correct and improve behavior, and if the misconduct continues, to progress to more serious discipline. However, nothing in this provision interferes with Management's right to choose a specific penalty to impose in a disciplinary action.
- 12.3 **Disciplinary Actions.** A disciplinary action, for purposes of this Article, consists either of an oral admonishment, a written reprimand, or a suspension for 14 days or less. Disciplinary actions shall be taken only for just cause, and the issue of just cause shall be reviewed under the grievance procedure set forth in Article 13 of this Agreement.
- 12.4 **Adverse Actions.** An adverse action, for purposes of this Article, consists of either removal, suspension for more than 14 days, reduction in grade or pay, or furlough without pay for 30 days or less, of:
- (a) a career or non-probationary career-conditional employee;
  - (b) an excepted employee who is a preference eligible and has completed 1 year of current continuous service in the same or similar position; or
  - (c) an excepted employee who is a non-preference eligible who has completed 2 years of current continuous service in the same or similar positions under other than a temporary appointment limited to 2 years or less.
- 12.5 **Notification of Actions to Union.** The Employer will send to the Union a summary of disciplinary dismissals of unit members on a quarterly basis. The Employer agrees to provide the individual employee with two copies of the decision to discharge, one for the employee and an optional copy for the representative.
- 12.6 **Records of Infraction (Form BC-290).** Forms BC-290 are not themselves disciplinary actions, but they may be the basis for a disciplinary action. When a record of infraction is issued, it will be signed by the Management official making the charge. The employee will be informed in advance that the meeting is for the purpose of presenting a Form BC-290.

The employee will be given up to 7 days to respond to the charge(s). If discipline is not warranted, the record of infraction will be destroyed and the employee or representative, if any, will be notified immediately. The only exception would be if the employee claims a handicapping condition and the Employer delays taking disciplinary action as part of an accommodation agreement such as pending successful completion of a rehabilitation program or other extraordinary circumstances. In the case of such extraordinary circumstances, the employee will be notified as soon as possible of the retention of the record of infraction and the reasons why.

TTC Management will make a timely decision following the employee's response. If the Agency determines that discipline is warranted, the BC-290 will be sent to the appropriate Management official for proper action.

If appropriate discipline is found to be a written reprimand, a letter of reprimand will be issued and a copy placed in the employee's Official Personnel Folder (OPF) for 3 years. Records of written reprimand may be removed from the OPF after 1 year upon written request by the employee.

Upon request, to the extent not prohibited by law and consistent with the criteria set forth in 5 USC Section 7114(b)(4), the Agency agrees to provide the representative involved information which is reasonably available, necessary and relevant in order to respond to the allegation(s). This language is not intended to provide information outside the clear parameters of the law, or in any way impact Management's right to discipline.

- 12.7 **Alternative Discipline System (ADS).** Alternative discipline is a form of Alternative Dispute Resolution (ADR) that provides a choice or an alternative to traditional discipline, usually when the traditional penalty would be less than removal, and there has been an admission of misconduct. The employee and appropriate Management official must agree upon the use of ADS. Employees are involved in the decision-making process concerning their own discipline. The supervisor cannot decide unilaterally to impose alternative discipline; the employee must volunteer to elect the use of the ADS, and at that time, there must be a good-faith commitment on both parties' part to resolve the issue at hand. The ADS reflects the combined efforts and capabilities of Management, employees, and employees' representatives to reach voluntary agreement on the type of discipline that accomplishes the objectives of both parties.

## **ARTICLE 13 - GRIEVANCE PROCESS**

- 13.1 **Purpose.** The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of complaints and grievances at the lowest level possible. Except as provided by law, this Article shall be the sole and exclusive procedure available to the Employer, the Union, and the employees of the Unit for the resolution of grievances.
- 13.2 **Definitions.** A grievance means a complaint:
- (a) by an employee concerning any matter relating to the employment of the employee;

- (b) by the Union concerning any matter relating to the employment of any employee; or
- (c) by any employee, the Union, or the Employer concerning:
  - (1) the effect or interpretation, or a claim of breach, of this Agreement; or
  - (2) any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

### 13.3 Exclusions.

- (a) The following matters are specifically excluded from the application of the grievance procedure contained in this Article:
  - (1) any claimed violation of subchapter III of Chapter 73 of Title 5, United States Code (USC) (relating to prohibited political activities);
  - (2) retirement, life insurance, or health insurance;
  - (3) a suspension or removal under 5 USC 7532 (relating to national security);
  - (4) any examination, certification, or appointment;
  - (5) the classification of any position which does not result in the reduction in grade or pay of an employee.
- (b) The parties agree that unless there is a violation of regulations, law or specific portions of this Agreement, the following will be exempted from the grievance procedure. A grievance may be presented for these exemptions; however, if it is determined that there was no violation of regulations, law or specific portions of this Agreement, the grievance will not be accepted. Misapplication or violation determinations will be made by the appropriate deciding officials at the levels defined in Articles 13.10, 13.11, 13.12, and 13.13, up to and including an arbitrator.
  - (1) The decision to adopt or not to adopt a suggestion.
  - (2) The parties agree that the criteria used for determining award recipients is negotiable. The decision to grant or not to grant an award to an

individual or group of employees is not subject to this grievance procedure unless there is a misapplication of the criteria.

- (3) Counselling is intended to inform employees orally or in writing of their responsibilities with regard to attendance, performance, and/or conduct, and identify areas of needed improvement. Counselling is not discipline nor will it be used as part of progressive discipline. The purpose of counselling is to help employees who are experiencing attendance, performance, and/or conduct problems before discipline becomes necessary.

The decision to counsel an employee about such problems is not subject to this grievance procedure unless there is a misapplication of law or there is a violation of some portion of this Agreement.

- (4) The decision to separate probationary employees (employees serving within the first year of their appointment) or temporary employees (employees who are serving under appointments not to exceed a specified date or time period) is not subject to this grievance procedure unless there is a misapplication of law.

- (c) Matters covered under the procedure and under certain statutory appeal procedures may, at the discretion of the aggrieved employee, be raised under either or both procedures during the informal stage but under only one of the procedures at the formal stage. The employee will be deemed to have exercised this option at such time as the employee timely files written notice under the applicable appellate procedures or timely files a grievance in writing under this Article, whichever event occurs first. The matters for which this option exists are:

- (1) discrimination because of age, race, color, religion, sex, national origin, disability, reprisal, marital status, or political affiliation;
- (2) removal or reduction in grade based on unacceptable performance; and
- (3) adverse action (i.e., removal, suspension for more than 14 days, reduction in grade, reduction in pay, and furlough of 30 days or less).

Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board or the EEO Commission to review a final decision of discrimination as provided in Section 7121 of the Act.

- 13.4 **Timeliness.** When a grievance arises from a specific act or incident, the complaint/grievance process should be initiated within 15 days of the specific act or incident, or, if the grievant was not then aware of having been aggrieved, within 15 days of the date on which the grievant became, or should have become, aware of having been aggrieved. In the spirit of partnership and the continuing effort to resolve complaints/grievances at the lowest level, the Union will be afforded up to 15 additional

days after being contacted by the employee to attempt to resolve the complaint or file. Within the specified time frames, the parties may submit their correspondence related to the grievance through the use of a fax machine. However, when the fax is used, a hard copy will follow.

While employees can file the grievance and it will be heard based on the merits of the grievance, timeliness will be an issue even though the grievance will not be denied on untimeliness alone.

Failure of the deciding party to meet any of the time limits in this Article shall permit the grievant to advance to the next step. However, any of the time limits in this Article may be extended by mutual agreement of the parties to the grievance. Following verbal agreement, the requesting party will document such agreement in writing and provide a copy to the deciding official.

13.5 **Grievant's Rights.** Any unit employee, or group of unit employees, retains the right to present a grievance to the Employer under this Article without the intervention of the Union, as long as the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present during the grievance proceeding. In presenting a grievance under this section, an employee is bound by, and may avail himself/herself of, all provisions of this Article, except that the employee may not invoke arbitration over any issue.

13.6 **Representation.** A unit employee may, at any stage of a grievance, request and obtain representation by the Union. When an employee chooses to be represented, all written correspondence related to the grievance shall be addressed to the representative with a copy to the employee. If the designated representative should change at any level in this process, a new designation of representative form will be forwarded immediately to the Chief of TTC. Union officers and stewards may receive, but shall not solicit, complaints or grievances from unit employees during duty hours. Both the employee and his/her representative, if any, shall remain unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of the employee's grievance.

Where the employee exercises his/her right to a representative under this Article, the Employer reserves the right to designate a fourth person to be present as well.

13.7 **Complaints.** The Employer and the Union agree that every effort will be made by local Management and the aggrieved party(s) to settle complaints at the lowest possible level with the authority to grant relief sought. Inasmuch as dissatisfaction arises occasionally among people in any work situation, the Union and the Employer agree that the filing of a complaint shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Reasonable time during work hours in accordance with Article 5.5 (Amount of Official Time) will be allowed for employees and Union representatives to discuss, prepare for, and present complaints. All complaints will be given careful and unprejudiced consideration and will be treated with confidentiality.

- 13.8 **Grievance Procedure.** When a complaint cannot be resolved under Article 13.7, the negotiated grievance procedure shall be the only method used for resolving grievances. The negotiated grievance procedure will contain four levels.

Grievances filed at Level One or Two must be documented on the negotiated TTC Grievance Form. Grievances at Level Three and/or Four must:

- (a) be in writing;
- (b) be identified as a Level Three or Four grievance;
- (c) be within the scope of the grievance procedures;
- (d) specify when and in what manner the grievance arose;
- (e) cite specific provision(s) of this Agreement, or the applicable regulation, claimed to have been misinterpreted, misapplied, or violated;
- (f) specify, when appropriate, the corrective action sought by the grievant;
- (g) identify, where not already designated under Level One or Two, the grievant's designated representative, if any;
- (h) be accompanied by a copy of the Grievance Form where appropriate;
- (i) state, whether or not the grievant or Management has taken any action under the grievance procedure Level One or Two, the date such action was completed, and furnish the name of the official, if any, to whom the grievance was referred; and
- (j) be signed by the grievant.

Union Grievances. The matter shall be taken up informally with the lowest-level Management official with authority to grant the relief sought. If the official with such authority is above the branch chief level, the Union may proceed to Level Three as provided in Article 13.12. In the case of a Union grievance, the grievance will be referred to the Chief of NPC, in writing, within 30 days of the specific act or incident.

Management Grievances. All Management complaints shall be treated as Level Three or Four grievances in accordance with Articles 13.12 and 13.13. Management grievances may be filed by the Chief, NPC (or designee), or by the Branch Chief, TTC (or designee). In the case of a Management grievance, the grievance will be referred to the Union President (or designee) in writing, within 30 days of the specific act or incident.

Upon receipt of a Management grievance filed and referred under Article 13.12, the Union President or designee shall meet with the grievant no later than 10 days after the grievance has been accepted for the purpose of attempting to resolve the grievance. The

Union President or designee shall render a written decision within 15 days after this meeting.

Disciplinary Actions. Grievances concerning oral admonishments or written reprimands must be filed at Level One or Two in accordance with Articles 13.10 or 13.11. Such grievances must be filed within 10 days of the issuance of the oral admonishment or written reprimand.

Grievances over suspensions, demotions, or removals may be filed at Level Three in accordance with Article 13.12 at any time after receipt of the decision but not later than 15 days after the effective date of the action.

Performance-Based Actions. Grievances over demotions or removals may be filed at Level Three in accordance with Article 13.12 at any time after receipt of the decision but not later than 15 days after the effective date of the action.

Documentation. Upon written request, appropriate documentary evidence upon which grievance decisions are based will be made available to the grievant(s) and/or representative. The party requesting the information shall sign for it upon receipt.

If the parties are unable to agree that an alleged grievance is subject to the grievance procedure that matter may, following receipt of the decision, be referred for mediation/arbitration.

- 13.9 **Nullification.** The parties further agree that where, in the case of an individual employee grievance, the employee dies, resigns, or is otherwise separated from the unit before a decision is reached on his/her grievance, the grievance shall be nullified except where a question of back pay is involved.
- 13.10 **Level One.** The grievance must be initiated within 15 days after the act or specific incident giving rise to the grievance or after the employee becomes aware of being aggrieved. The grievance shall first be taken up with the lowest-level Management official with the authority to grant the relief sought. Grievances are documented on the Grievance Record, Form NPC-689(T), which is completed by the aggrieved employee, his/her representative, and the deciding official. The Grievance Record is intended to supplement the employee's presentation of the grievance. Where the employee exercises his/her right to a representative, the Employer reserves the right to designate a fourth person to be present as well. The deciding official shall render a decision within 15 days from the presentation of the grievance.
- 13.11 **Level Two.** If the decision at Level One is not satisfactory, the aggrieved party and the Union representative will be given 10 days after completion of Level One to present the grievance in writing to the next appropriate level, including the Branch Chief. The deciding official will meet with the aggrieved party and the Union representative and will render a decision in writing within 10 days after receipt of the grievance.

In cases where relief is offered either in whole or in part under Level One or Level Two, the grievant(s) will annotate on the Grievance Record, when relief is acceptable, that the

grievance will be dropped upon receipt of relief. The Grievance Record will be retained by the grievant with a copy sent to the deciding official within 7 days of completion of Level Two.

The parties agree that the documentation of the grievance on the Grievance Record does not take away the employee rights under Section 7121(d) of the law which permits an employee to raise a matter under the statutory EEO procedures or the negotiated grievance procedure, but not under both.

Grievance mediation is available and may be requested in accordance with Article 13.15.

- 13.12 **Level Three.** If the grievance is not satisfactorily resolved or is not subject to Level One or Two resolution, the grievant may file a Level Three grievance with the Chief, National Processing Center (or designee). The grievance must be filed in writing within 15 days after completion of Level One or Two. The grievance shall be directed to the Chief, NPC, with one copy to the Chief, TTC, and one copy to the Chief, HRB. The Division Chief (or designee) will determine within 7 days following receipt that the requirements of this Article have been met. In the case of a Management grievance, the grievance will be referred to the Union President (or designee) within 7 days following receipt that the requirements of this Article have been met.

If a grievance has been improperly filed under this level, it shall be remanded to the grievant with a specific statement as to the deficiencies. The grievant shall then have 10 additional days to file the grievance properly. Should the grievant fail to remedy the deficiencies within the 10 days, and absent any further extension of the time limit, the grievance shall be nullified.

Upon receipt, the Chief, NPC, or his/her designee, shall contact the Branch Chief, or other official, if any, to whom the grievance was last referred, and shall request from such official a memorandum setting forth fully the circumstances surrounding that grievance and the steps taken to resolve it. The grievant shall be given an opportunity to review and comment upon this memorandum. The Chief, NPC (or designee), will contact the grievant or his/her representative, if any, no later than 14 days after the grievance has been accepted to begin the investigative process. The deciding official shall render a decision within 30 workdays after this discussion.

Grievance Mediation is available and may be requested in accordance with Article 13.15.

- 13.13 **Level Four.** If the grievant is dissatisfied with the decision on the grievance at the third level, the grievant may then, within 15 days after receipt of that decision, file an appeal by directing a copy of the grievance, together with a letter of appeal, to the Associate Director for Field Operations at U.S. Census Bureau, 4700 Silver Hill Road, FB 3 Room 2027, Suitland, MD 20746, with a copy simultaneously forwarded to the Chief, HRB and to the Chief, TTC. The Associate Director, or designee, shall review the grievance and shall, if necessary, contact appropriate officials or employees, as well as the grievant and his/her representative, if any. The deciding official shall render a written decision within 30 workdays after receipt of the appeal.

In cases where relief is offered either in whole or in part under Level Three or Level Four, the grievant/representative will within 10 days state in writing to the appropriate deciding official, when relief is acceptable, that the grievance will be dropped upon receipt of relief.

Grievance mediation is available and may be requested in accordance with Article 13.15.

- 13.14 **Employee Compensation.** During the investigation at any level, if Management requires employees to return to the workplace during unscheduled work periods, employees will be compensated as appropriate.
- 13.15 **Grievance Mediation.** The parties agree that grievance mediation, a component of Alternative Dispute Resolution (ADR), per Article 10 of this agreement, may be an effective method of resolving grievances efficiently and economically by using the services of an objective third party to help the parties gain mutually acceptable grievance resolutions. Grievance mediation is available after the second level of the grievance procedure if requested in accordance with the following:

The parties agree that grievance mediation will occur so long as:

- (a) Either party requests mediation within 10 days of receipt of the Level Two grievance decision;
- (b) Grievance mediation is completed within 30 days of timely request (extensions of this time limit can be mutually agreed to). If no extension occurs, the time limit to move the grievance to Level Three resumes on the 31st day.
- (c) Grievance mediation will occur only in those areas where FMCS mediators are available.

The parties agree to the following mediation procedures:

- (a) Should mediation be unsuccessful, Level Three time limits will begin the day following the final mediation contact.
- (b) Proceedings before the mediator will be informal. Rules of evidence shall not apply. No record of the meetings shall be made.
- (c) In accordance with the negotiated grievance procedure Article, the grievant(s) may be represented by the representatives of their choice. Discussion will be open to all participants (grievant(s), Management representative(s), Union representative(s), mediator).
- (d) While the mediator shall have no authority to impose a resolution of the grievance, either or both parties may request that the mediator suggest a resolution or offer a recommendation to the parties. The mediator will have the authority to meet separately with either party.

- (e) If a recommendation is adopted it will be reduced to writing, signed, and implemented, and the grievance will be considered concluded.
- (f) Grievances not resolved through mediation may proceed to Level Three. Any grievance and arbitration proceedings will be held as if grievance mediation had not occurred. Nothing said or done by the parties or the mediator during the mediation session may be used or referred to during arbitration proceedings.
- (g) Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.
- (h) Mediation conferences will be held at a location which is agreeable to the parties and the mediator. By mutual consent of the parties, mediation conferences may be conducted telephonically.
- (i) No-cost mediation will be used when available. Regardless of which party requests mediation, mediation will not occur if it would require either party to incur costs against its wishes. If it is decided that mediation is cost prohibitive, time frames for Level Three of the grievance procedure will start the following day.

The parties agree that grievance mediation is a supplement to, and not a substitute for, the contractual grievance procedure.

## **ARTICLE 14 – ARBITRATION**

- 14.1 **Binding Arbitration.** Arbitration is provided for in this grievance procedure as a means of obtaining the services of a third party, when necessary, to assist in the resolution of grievances. The arbitration procedure set forth herein shall not be extended to include matters related to changes or proposed changes in this Agreement, such changes being subject to negotiation under the terms of this Agreement, nor shall it be extended to disputes over any matter excluded from the grievance procedure under Article 13.

The arbitration award shall be final and binding.

- 14.2 **Invoking Arbitration.** Either party to this Agreement may, as soon as possible but within no more than 30 days following receipt of decision under Level Four, invoke binding arbitration as the final process of the grievance procedure contained in this Article. The party invoking arbitration shall do so by means of timely written notice to the other party, Chief HRB (or designee) or Union President (or designee), and shall identify in such notice the specific question proposed for arbitration. If the parties are unable to agree that such question is subject to arbitration under the terms of this Agreement, the matter shall be referred for decision to the arbitrator as a threshold issue.
- 14.3 **Selecting the Arbitrator.** On or after the date of notice to invoke arbitration, the parties will jointly submit a request for a panel of arbitrators to the FMCS Southwest Region through the completion of “Request for Arbitration Panel,” Form R-43. The parties will share the costs. A list of 7 qualified candidates will be provided by the FMCS. The

parties shall contact each other within 20 days after receipt of such list to select an arbitrator. From the list of 7 candidates, 1 arbitrator will be chosen by alternatively striking single names from the list until 1 name remains. The Employer will strike first and for each subsequent arbitration the parties will alternate. If an arbitrator is agreed upon by the parties, notice will be given to FMCS within 14 days. The FMCS will make a formal appointment. If the parties cannot agree on the first 7 names provided by the FMCS, an additional list will be requested/provided and the parties will share the cost. Once the arbitrator has been notified of his/her selection, the arbitrator will then contact the parties for the dates and location of the arbitration. The time limits may be extended by mutual agreement.

- 14.4 **Arbitration Proceedings.** The Employer and the Union shall attempt to agree in writing upon the precise issue to be decided, and shall submit a joint statement to that effect to the arbitrator. If the parties cannot agree on the issue to be decided, each party shall state in writing the issue as each sees it, and submit it to the arbitrator. The appealing party shall include in its statement of issues both specific citations as to the section(s) of this Agreement, or the applicable regulation, it claims to have been violated and the redress it expects from arbitration. Prior to any written or oral communication with the arbitrator, both parties agree to notify the other. The communication includes information that is relevant to the merits of the proceeding. When such communications are written, a copy must be provided by the communicator to all parties in the proceeding. When such communications are oral, advance notice must be given by the communicator to all parties in the proceeding and adequate opportunity to be present must be afforded them.

The arbitrator shall decide which issues are pertinent to the grievance.

At least 15 days before the hearing, each party agrees to give the other a written list of any witnesses it expects to call. Each party is responsible for notifying its witnesses of the date, time, and place for the arbitration. Official time will be granted for employee witnesses to participate in the hearing. Additionally, a reasonable amount of official time will be granted for witness preparation when approved in advance by the Chief of TTC. Such approval will be granted subject to workload requirements. The parties agree to work out a solution to minimize the impact of arbitration activities on critical work deadlines. However, under no circumstances will overtime or compensatory time off be authorized under this section for either participants or witnesses called.

The hearing will be held on the TTC premises during regular day- shift hours of the basic workweek or at any Federal space available locally. Written briefs may be submitted by the parties to the arbitrator after the hearing, together with any documentation and stipulations of fact. The arbitrator will exchange copies of any briefs between the parties.

If the parties settle the issue prior to the scheduled hearing, the parties must inform the arbitrator and the FMCS. Such notification of settlement will be the responsibility of the charging party. A copy of the notification will be forwarded to the Chief of HRB or the Union, as appropriate.

- 14.5 **Decision of Arbitrator.** In fashioning an award, the arbitrator shall not add to, subtract from, or otherwise modify any of the terms of this Agreement, nor shall the arbitrator

substitute his/her discretion for that of the Employer or the Union where either party has such discretion by virtue of the terms of this Agreement. The arbitrator's award shall also be in accordance with the terms of this Agreement, existing laws and regulations of appropriate authorities, published agency policies and regulations, and the Act.

The arbitrator will be requested to submit a decision and award as quickly as possible, but in no event later than 30 days following the conclusion of any hearing, unless the parties mutually agree that more time may be allowed. The arbitrator's decision and award shall be directed to the parties' representatives.

- 14.6 **Exceptions.** Either party may file exceptions to an arbitration award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The filing of such an exception shall act to stay the effect of an award until final adjudication by the Authority.
- 14.7 **Costs of Arbitration.** The costs of arbitration, if any, shall be shared equally as follows:
- (a) arbitrator's fees and expenses;
  - (b) a transcript, where required by the arbitrator or by the mutual agreement of the parties, shall be executed by a certified court reporter. The original transcript will be forwarded to the arbitrator. An additional copy may be requested by either party at their own expense.
  - (c) All other costs, if any, which the parties mutually agree to incur shall be shared equally.
- 14.8 **Expedited Process.** Expedited arbitration must be a mutually agreed upon process and is whereby arbitrator appointment, hearings, awards are acted upon quickly by the parties, FMCS, and the arbitrators. For the Expedited Process in selecting an arbitrator, the R-43 will be submitted with the understanding by both parties that only one panel list will be sent. The arbitrator must be agreed upon within 20 days (using the striking method as described in Article 14.3). The arbitrator must contact both parties within 7 days. Both parties must attempt to schedule a hearing within 30 days of the appointment of the arbitrator. Absent mutual agreement, the hearing will be concluded in one 8-hour workday. The arbitrator's decision and award must be completed within 10 days.

## ARTICLE 15 - INFORMATION

**Request for Information.** All requests for information will be consistent with the criteria set forth in 5 USC Section 7114(b)(4).

- (a) The Union and the Employer agree to provide information, which is necessary and relevant in order to decide whether or not to pursue a grievance under the procedure in Article 13 and/or Article 14. The party requesting the information will do so in writing, using form NPC-859(T) "Request for Information," to the Chief of TTC (or designee). The requesting party will sign for the information upon receipt.

- (b) Upon written request by the Union to the Chief, TTC, using form NPC-359(T), "Request for Information," the Employer shall provide data and copies of reference material which are available, necessary, reasonable and in accordance with the Act and are not prohibited by law. The Union will sign for the information upon receipt.

## **ARTICLE 16 - BACK PAY**

An employee who, on the basis of a timely appeal or an administrative determination (including a decision relating to an unfair labor practice or a grievance), is found by appropriate authority under applicable law, rule, regulation, or the Agreement, to have been affected by an unjustified or unwarranted personnel action that has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials, is entitled, on correction of the personnel action, to receive an amount equal to all or any part of the pay, allowances, or differentials that the employee normally would have earned or received during the period if the personnel action had not occurred, less any amounts earned by the employee through other employment during the period.

The entitlement to attorney fees and interest may be applicable in accordance with the provisions of Title 5, USC, Section 5596.

Any back pay settlement will be accomplished on a timely basis.

## **ARTICLE 17 - OVERTIME**

**Overtime** work means each hour of work that is officially ordered or approved, is performed by the employee, and is in excess of 40 hours in any administrative workweek, or in excess of 8 hours in a day. Part-time and intermittent employees have the same entitlement to overtime as full-time employees.

For purposes of this Article, staffing area will be determined by the Employer. Employees are expected to treat overtime with the same respect as regular time. The Employer agrees to advise employees of anticipated overtime as soon as possible.

17.1 **Regularly Scheduled or Irregular and Occasional Overtime.** The parties agree that the needs of the organization require that overtime be accomplished in the most efficient manner. Therefore, the branch chief (or designee) will consider the following when scheduling periods of overtime:

- (a) Current documented performance and attendance of employees in the affected staffing area;
- (b) Possibility of employees working on their scheduled AWS days; and
- (c) Opportunity to offer equal number of hours to employees in the affected staffing area.

- (1) Record of Overtime Worked (Form DP-510) - Used to document actual overtime hours worked.

Overtime will be offered to the eligible employees who usually perform the duties in the affected area. Employees are to call the supervisor within the first hour if they are unable to work that overtime.

- (2) The Employer will document all overtime assignments. A copy of such documentation will be made available to the Union upon written request.

17.2 **Required, Regularly Scheduled, or Irregular and Occasional Overtime.** When the Employer determines that overtime assignments filled on a voluntary basis will not be adequate to meet deadlines, required overtime may be initiated. When practicable, employees required to work overtime will be given at least 5 days' advance notice. The Employer agrees to consider:

- (a) excusing employees from overtime assignments for:
  - (1) bona fide medical reasons, supported by documentation acceptable to the Employer; or
  - (2) extreme personal hardship in terms of the employee's religious, parental, or civic responsibilities; and
- (b) flexible scheduling of required overtime hours in order to accommodate employee hardship.

Employees are required to call in within the first hour if they are unable to report. Failure to do so could result in a recommendation for appropriate administrative action.

17.3 **Premium Pay.** Overtime pay, or compensatory time off, will be granted in accordance with either Title 5 USC or the Fair Labor Standards Act, as appropriate.

Callback overtime is unscheduled overtime that requires employees to return to their place of employment either after the regular scheduled hours of employment for the day, or to perform duty on a day on which no work was scheduled for them. In such situations, employees are entitled to at least 2 hours of premium pay, either in money or compensatory time off.

## **ARTICLE 18 – WORK SCHEDULES**

18.1 **Work Schedules.** All Schedule A employees have an appointment in the excepted service under a mixed-tour agreement. Mixed tour is a combination of periods of full-time, part-time, and intermittent work schedules that permits flexibility and allows the best utilization of the employee based on the work requirements of the organization. Whenever there is an increase or decrease in the facility workload, an employee's work schedule may be subject to change.

The work schedules implemented under this provision will be governed by work requirements and efficiency, and will be at the discretion of Management. Schedule A employees may be scheduled anywhere from 2 to 80 hours per pay period. Work permitting, employees may be scheduled an average of 25 hours per week. There will be weeks when qualified employees will be scheduled to work more or less than 25 hours. Taking into consideration EOD, the scheduling of qualified employees will be determined based on the needs of current work, sponsor requirements, facility requirements, and seating capacity. These hours can vary from pay period to pay period, week-to-week and sometimes day-to-day. Work schedules may include at least one weekend day based on survey/project needs.

Full-time employees will work 40 hours per week under a normal work schedule. Requests for an Alternate Work Schedule (AWS) will be considered by Management for full-time employees. Under the current AWS schedule, during a pay period an employee will work 9 hours a day for 8 days, 8 hours for 1 day, and the 10th day will be a non-work day. In the event of a conflict, preference for off days will be given on the basis of EOD.

Other schedules, as appropriate, will be considered.

- 18.2 **Advance Requests for Time Off.** In an effort to post schedules in advance, it is the employee's responsibility to submit requests for time off, using Form NPC-1097, a minimum of 1 week prior to the scheduled posting date. Requests for time off more than 30 days prior to the posting of schedules will only be submitted for planned events (i.e., vacation, family events, medical, etc.) Management may request documentation for these planned events. If the Scheduler disapproves the request for the requested time off, the employee can resubmit his/her request to the appropriate Management official up to and including the Branch Chief for further review. Management will make every effort to approve/disapprove the employee's request for time off within 10 workdays. Explanations will be provided for any requests that are disapproved.

If the schedule has already been posted, employees can fill out a Request for Schedule Change, Form 11-TC(7), and submit it to the Scheduler only after making an attempt to "swap/give away" schedules with someone else. To facilitate swapping schedules, employees can use the "swap" board posted in the facility. If the attempt to swap/give away is unsuccessful, the employee should then submit it to the Scheduler. If the Scheduler disapproves the request for a schedule change, the employee can resubmit his/her request to the appropriate Management official up to and including the Branch Chief for further review.

- 18.3 **Change in Work Schedules.** In the event of schedule changes, the Employer will make every effort to notify employees as far in advance as possible. If the employee has a prior commitment requiring time away from work, an effort will be made to accommodate that commitment.

If an employee is not scheduled to work or is absent during the days prior to the schedule change, the Employer will attempt to contact the employee. If the employee cannot be

reached, he/she will be placed in a “schedule interruption” status until he/she makes contact with the facility scheduler or returns to work.

18.4 **Notification of Changes.** Management will make every effort to notify the Union of all changes in work schedules or situations that would affect an employees regular work schedule, before said change(s) would be implemented.

18.5 **Survey/Project Sign-Up.** When in-house training is offered for a survey/project, a sign-up sheet will be posted for volunteers. Selections will be made, taking into account the needs of current work, sponsor requirements, and facility requirements (overall performance). If the number of eligible volunteers exceeds the number of positions, the decision will be made based on EOD by shift, as stated on the sign-up sheet.

Employees who are on a Performance Opportunity Period (POP), leave restriction, special needs monitoring, or who have pending disciplinary action (i.e., falsification, failure to follow proper procedures, etc.) that adversely impacts the quality of the survey, may be dropped from the list.

18.6 **Extra Hours.** The dates and timeframes of the extra hours offered will be based on survey needs. Once Management determines that a survey/project requires extra hours, qualified volunteers will be solicited. If there is an excess of qualified volunteers, selection will be made based on EOD with the most senior being selected first. If there is an inadequate number of qualified volunteers, Management will solicit additional volunteers including making calls to off duty staff. Management agrees to take all possible actions to minimize the impact on employees.

When offering extra hours on multiple surveys/projects, Management will determine which survey/project the employee will be assigned to work.

Employees who are on a Performance Opportunity Period (POP), leave restriction, special needs monitoring, or who have pending disciplinary action (i.e., falsification, failure to follow proper procedures, etc.) that adversely impacts the quality of the survey may not be able to participate in extra hours.

18.7 **Request for Change in Availability.** Management agrees to consider a request for change in employee’s availability.

18.8 **Slack Work.** Slack work occurs when work for a particular survey or project is reduced and has an impact on staff currently scheduled and working on that assignment. Reductions in staff hours during periods of slack work will be determined by specific survey or project needs. Affected employees will be asked to volunteer to go home and/or take additional day(s) off when this occurs. Volunteers will be solicited using EOD, with the least senior employee within that period being offered slack work first. If there are not enough volunteers, the least senior by EOD within that period will be required to leave first. Monitors and employees with refusal/bilingual skills will be slacked based on the survey needs. Staff assigned to work surveys or projects not experiencing slack work will not be affected.

18.9 **Work Shortages.** Work shortages occur when there is limited work available in the telephone center for trained employees on a specific survey or project. The scheduling of qualified employees by EOD will be determined taking into account the needs of current work, sponsor requirements, facility requirements and employee skills (i.e., refusal conversion specialists, bilingual).

18.10 **Rest Periods.** The Employer agrees to authorize breaks as follows:

Less than 4 hours of work	No break
4 hours of work	One 15-minute break
5 hours of work	One 15-minute break
6 hours of work	Two 10-minute breaks or One 20-minute break
7 hours of work	Two 15-minute breaks
Over 7 hours of work	Two 15-minute breaks plus 30 minutes unpaid meal break

Breaks must not occur immediately before or after lunch periods or during the first or last hours of your workday.

18.11 **Self Studies/Monthly Memos.** Most employees should complete their self-study prior to the first day of the survey/project production. The only exception to this will be employees who are not scheduled to work during the week prior to the beginning of the survey/project. Those individuals will be permitted to do the self study at the beginning of their work schedule on their first scheduled production day.

Monthly memos are normally completed at the beginning of the employees work schedule on their first scheduled production day.

Time allowed to complete the self-study/monthly memo will be limited to sponsor recommendations.

18.12 **Tardiness and Unauthorized Absence for Non-Leave-Earning Employees.** Repeated instances of unjustified tardiness and absence on scheduled days of work may result in the employee not being scheduled for work for an indefinite duration and may be taken into consideration when determining eligibility for new survey work (i.e., survey/project sign-up).

18.13 **Reducing Work Assignments.** Management agrees to consider an employees request to be removed from a survey/project.

## **ARTICLE 19 - LEAVE**

19.1 **Annual Leave.** Annual leave is a period of approved absence with pay from official duty for vacation or other personal reasons. Full-time and part-time employees earn annual leave. Annual leave is earned as a matter of legal right. The taking of annual leave is subject to approval by a supervisor. Annual leave will be scheduled according to the needs of the TTC. When employees request annual leave in writing, they will be notified of its approval or disapproval in writing subject to workload and availability of accrued

leave. Approval will be granted on a first-come, first-served basis and conflicts will be resolved by EOD.

Annual leave, except in unforeseen circumstances, shall be planned and requested within a sufficient period of time in advance of the beginning date to permit careful scheduling of leave for all employees concerned and in order to promote the efficient conduct of the work and the best interests of the Census. Leave requests which do not meet this requirement may be disapproved when the employee's absence would be detrimental to the efficiency of the work unit. In those instances where annual leave is not requested in advance, the employee is personally responsible for contacting the supervisor as soon as possible but no later than 1 hour after the beginning of the shift.

Supervisors retain the right to approve/disapprove leave regarding emergency or unplanned employee absences.

- 19.2 **Sick Leave.** Employees shall accrue sick leave in accordance with applicable laws and regulations. When an employee requires the use of sick leave, he/she is personally responsible for contacting the supervisor as soon as possible but no later than 1 hour after the beginning of the shift. In rare situations (e.g., complete physical and/or mental incapacitation), another person may contact the supervisor on behalf of the employee.

Sick leave is an approved absence with pay from official duties when an employee is absent because of:

- (a) physical or mental illness, injury, pregnancy, or childbirth;
- (b) medical, dental, or optical examination or treatment;
- (c) providing required care to a family member who is incapacitated as a result of (a) or (b) above;
- (d) presence of a contagious disease in an employee's family that requires his/her personal care, and is supported by acceptable medical documentation;
- (e) exposure to a contagious disease which would endanger the health of co-workers, and is supported by acceptable medical documentation;
- (f) the death or funeral of a family member requiring necessary arrangements/attendance;
- (g) adoption-related activities;
- (h) other purposes covered by sick leave regulation (i.e., off-site blood donations and counselling).

When requesting sick leave for purposes described in (c), (d), and (f) above, a **full-time** employee:

- is entitled to 40 hours per leave year unless they maintain an 80-hour sick leave balance;
- may be granted an additional 64 hours of sick leave for a total of 104 hours in a leave year if an 80 hour sick leave balance is maintained.

When requesting sick leave for purposes described in (c), (d), and (f) above, a **part-time** employee:

- will be limited to the number of hours of sick leave normally accrued during the leave year;
- will be required to maintain a balance equal to twice the average number of hours in the employee's scheduled tour each week.

The Union joins the Employer in recognizing the importance of sick leave and agrees to participate in efforts to encourage employees to conserve their sick leave for use in case of extended illness and to discourage inappropriate use of sick leave.

- 19.3 **Medical Certificates.** A medical certificate will not ordinarily be required of an employee absent on sick leave for 3 days or less. A medical certificate will normally be required for sick leave usage in excess of 3 days; however, if actual medical attention was not required, the Employer may accept a written statement from the employee in lieu of such a certificate. The supervisor may require a written statement from the employee, an OPM-71, "Request for Leave or Approved Absence," properly completed, or a medical certificate signed by a physician or authorized practitioner. Such medical documentation must include, at a minimum, certification that the employee was incapacitated for duty and was under the care/treatment of the physician, the dates of the absence, and a return to duty date for any period of sick leave.

At the employee's election, a medical release may be signed that authorizes the Health Unit Nurse(s) to call the physician for medical information to cover an employee's absence when the supervisor has determined medical documentation is insufficient to cover the employee's absence. In cases where medical releases are signed, both the employee and the supervisor will be advised by the Health Unit Nurse of the findings.

If the Employer is going to require medical documentation for sick leave of less than 3 days on an ongoing basis, the employee will normally be placed on leave restriction and advised of the requirements in the provisions of his/her leave restriction letter.

A medical certificate does not necessarily constitute conclusive evidence of eligibility for sick leave, but is a factor to be considered by appropriate supervisory officials in determining whether sick leave is justified under the circumstances involved.

19.4 **Leave Without Pay (LWOP).** Leave without pay is a temporary nonpay status and absence from duty granted upon the employee's request. LWOP may be used by full-time and part-time staff; however, part-time staff will normally use time off as defined in Article 18.1 (Work Schedules).

Short-Term. Consistent with work requirements and a good leave record, the Employer may approve requested short periods of LWOP not to exceed 15 days in a calendar year.

Long-Term. The Employer may grant longer periods of LWOP.

19.5 **Increments of Leave.** Approved annual leave, sick leave, or leave without pay (LWOP) may be taken in 15-minute increments.

19.6 **Counselling.** Leave counselling is designated to assist employees in correcting attendance problems and/or leave abuse problems. If the Employer chooses to use leave counselling leave counselling will normally be limited to employees who usage indicates leave abuse.

Employees can be disciplined regardless of whether or not they have been previously counselled.

19.7 **Leave Restriction.** Leave restriction is designed to assist employees in correcting attendance problems before disciplinary action becomes necessary. If the Employer chooses to place an employee on leave restriction, the Employer will place employees who have improperly used leave privileges and/or procedures will be placed on a 45-day leave restriction after documented counselling based upon a review and evaluation of their leave. Such restrictions will continue in effect until marked improvement is noted in the leave usage. However, it will not normally be extended beyond one additional 45-day extension period.

The Employer may use leave counselling and or leave restriction to assist employees in correcting attendance and/or leave abuse problems. The Employer may discipline employees for attendance problems without using the leave counselling and/or leave restriction described in this section.

19.8 **Tardiness and Unauthorized Absences.** When reasons appear to be justifiable, a leave-earning and non-leave-earning employee's tardiness or other brief absence from duty may be excused. When reasons are determined not to be justifiable, the absence or tardiness may be handled administratively in either of the following ways:

(a) Charging the absence against any compensatory time to the employee's credit, annual leave, or leave without pay, at the employee's request; or

(b) Recording the absence as absence without official leave (AWOL).

In the case of non-leave-earning employees, repeated instances of tardiness and absence on scheduled days of work could result in a recommendation for appropriate disciplinary action.

## 19.9 Family-Friendly Leave.

- (a) **Federal Employees Family-Friendly Leave Act (FEFFLA).** Full-time employees may use up to 40 hours of sick leave each leave year for family care (i.e., to provide care for a family member as the result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment) and bereavement purposes (i.e., to make arrangements necessitated by the death of a family member or attend the funeral of a family member). Under the FEFFLA, the definition of a family member means the following:

- Spouse and parents of the spouse;
- Children, including adopted children, stepchildren, foster children, and spouses thereof;
- Parents;
- Brothers and sisters, and spouses thereof; and
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

An additional 64 hours of sick leave may be used as long as employees maintain a balance of at least 80 hours of sick leave in their sick leave account. Part-time employees are also covered, and the amount of sick leave they may use for these purposes is prorated.

- (b) **Family and Medical Leave Act (FMLA).** Under the FMLA, employees with 12 months of cumulative Federal employment are entitled to a total of 12 administrative workweeks of unpaid leave (leave without pay) during any 12-month period for the following:

- The birth of a child;
- The placement of a child with the employee for adoption or foster care;
- The care of a spouse, son, daughter, or parent with a serious health condition; and
- The employee's own serious health condition that makes him/her unable to perform the essential functions of his/her position.

The 12 months of continuous service to qualify for FMLA does not need to be recent nor consecutive.

A family member is defined by OPM as "the son, daughter, spouse, or parent of the employee."

Upon return from FMLA leave, employees must be returned to the same or equivalent position. Employees may choose to substitute annual leave or sick leave (in those situations where sick leave is permitted) for unpaid leave under the FMLA.

- (c) **Leave for Bone-Marrow or Organ Donation.** Employees may use up to 7 days of administrative leave for bone marrow donations or up to 30 days of administrative leave for organ donations each calendar year (in addition to annual or sick leave).
- (d) **Parental Leave (Maternity/Paternity/Nurturing).** An initial authorization of 6 months of leave may be granted (sick, annual, and/or LWOP) for maternity purposes and for periods of absence associated with adoption or care of a newborn or newly adopted child. In appropriate circumstances, an additional period of 6 months may be granted.
- Sick leave is appropriately requested only for those periods during which the employee is personally incapacitated or under the provisions of FEFFLA.
  - Annual leave and/or LWOP may also be requested in connection with paternity, childbirth, or child care and/or nurturing for periods when the employee is not personally incapacitated.

While the Employer's action on requests for parental leave will be governed by the same factors applied to leave requests generally, requests for annual and/or LWOP in connection with childbirth or child care for periods when the employee is not personally incapacitated will be given special consideration if (a) the employee's total absence, including any period of incapacitation for a female employee, does not exceed 6 months, and (b) Management determines that the employee's absence will not significantly affect the work.

A female employee may use sick leave to cover the time required for physical examinations and to cover any period of incapacitation due to pregnancy. Such sick leave may be used in connection with approved annual leave and LWOP.

The Employer will assure continued employment in his/her position or a position of like grade and pay to the person who wishes to return to work following delivery, confinement, and/or child care under this Article unless termination is otherwise required by an expiration of appointment, by reduction in force, for cause, or for other reasons unrelated to the absence.

- 19.10 **Leave Transfer Program.** The Leave Transfer Program is a program in which employees may voluntarily donate annual leave to other employees to help offset hardships resulting from medical emergencies affecting the employee or a family member of the employee. In order to be a leave transfer recipient, an employee's unpaid absence because of a medical emergency must be at least 24 hours in duration or anticipated to be at least 24 hours in duration. The program does not require the 24 hours to be consecutive. Employees who wish to donate leave (i.e., leave donor) to a recipient must donate a minimum of 2 hours of annual leave but cannot donate more than one-half of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made.

If an employee is incapacitated and cannot submit an application, a designated personal representative may do so on his/her behalf. Leave transfer recipients or their personal representatives are entitled to a reasonable amount of official time to find donors consistent with workload requirements.

Leave transfer recipients may sign a release authorizing the Employee and Labor Relations Section (ELRS) and/or their designated personal representative to publicize their need for donations. If authorized, the ELRS will maintain a record which potential donors can review. The designated personal representatives may post the recipient's name, branch, building, and the representative's name and phone number on designated space on the NPC and TTC bulletin boards.

- 19.11 **Emergency Downtime.** Scheduled employees who are prevented from working because of interruption or suspension of normal TTC work operations owing to equipment breakdown, extreme weather conditions, fires, floods, or other natural phenomena, shall be granted downtime in the amount of 2 hours for a maximum of 3 days during the period of such interruption or suspension in accordance with appropriate regulations. This time will be charged to administrative leave.

## **ARTICLE 20 - REDUCTION IN FORCE**

**Advance Notice.** The Employer and the Union recognize that employees may be adversely affected by the realignment of work forces or technological change. The Employer therefore agrees to provide the Union with advance information with respect to a realignment or change which could adversely impact unit employees, including temporary employees. After this information is provided, and at the request of either party, the Employer and Union shall meet, at a mutually agreeable time, to discuss the number of employees involved, the proposed effective date, and the procedures to be followed in implementing the action.

When reduction in force (RIF) is necessary, the Employer recognizes the desirability of minimizing the effect of such an action on the TTC employees by utilizing existing vacancies to the maximum extent feasible by placing in continuing positions employees who would otherwise be separated from the service, including vacancies for which affected employees can be trained in a reasonable period of time. In accordance with 5 CFR 351.705 (b)(5) and (6), excepted employees cannot be assigned to a position in the competitive service and competitive employees cannot be assigned to a position in the excepted service.

When employees have been adversely affected by a RIF or transfer of function, the Employer recognizes its responsibility to:

- (a) help such employees to locate other jobs either in other agencies or in private employment;
- (b) advise employees on retirement benefits; and

- (c) counsel employees on any benefits that may be available to them from local and state employment agencies.

## **ARTICLE 21 - EQUAL EMPLOYMENT OPPORTUNITY**

- 21.1 **Basic Agreement.** The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex, national origin, disability, or reprisal, and to promote the full realization of equal opportunity through a continuing affirmative employment program.

The Employer agrees to provide information on the EEO Program to all employees in their orientation packet.

The Employer further agrees to furnish EEO refresher training to all TTC employees no less than one time during each calendar year.

- 21.2 **EEO Committee.** The TTC agrees to establish an EEO Advisory Committee. The Committee shall consist of no less than four voting members with two members designated by Management and two members designated by the Union with staggered terms, and the chair rotating annually. Each Committee member will serve no longer than a 2-year period. The EEO Officer will serve as a non-voting advisory member of the Committee. The Committee's function shall be to advise the Branch Chief with respect to responsibilities under the Employer's EEO program by:

- (a) considering the goals, objectives and performance of the Employer's EEO Program, and specific components thereof; and
- (b) considering and making recommendations regarding the Federal Equal Opportunity Recruitment Program (FEORP) Plan and special emphasis programs.

The Committee shall meet at least quarterly for the purpose of carrying out this function. The Union will receive EEO-related information through its representatives on the Committee.

- 21.3 **EEO Counselors.** The Union may submit the names of nominees for these positions, and the Employer agrees to consider them.
- 21.4 **EEO Complaints.** To initiate an EEO complaint, employees must bring the matter to the attention of the EEO Office within 45 days of the incident or alleged discriminatory action.
- 21.5 **Representation for EEO Complaints.** Employees pursuing a complaint of alleged discrimination with an EEO Counselor, or at any step of the EEO complaint procedure, have the right to be accompanied by a Union representative, or other representative of their own choosing, if they so desire. If the Union is not the representative and the final adjudication will affect general conditions of employment of unit employees, the Union will be notified.

- 21.6 **Reasonable Accommodation.** Consistent with applicable law and regulations, the Employer agrees to implement reasonable accommodations to the known physical or mental limitations of disabled employees.

## **ARTICLE 22 - OCCUPATIONAL SAFETY AND HEALTH**

- 22.1 **Basic Commitment.** The Employer recognizes that Section 19 of the Occupational Safety and Health Act of 1970 (OSHA) and the provisions of Executive Order 12196 have specific application to the Federal service, and the Employer agrees to comply with applicable agency standards issued pursuant to the OSHA and Executive Order 12196. The Union agrees to cooperate with the Employer's efforts to maintain a safe and healthful workplace for unit employees, and to encourage them to follow the Employer's safety rules. However, the Employer and the Union agree that the primary responsibility for observing safe work practices rests with each employee.

- 22.2 **Alleged Unsafe or Unhealthful Conditions.** The Employer and the Union encourage unit employees to be alert to unsafe or unhealthful conditions at the worksite. When such a condition is observed, the employee shall report it immediately to the appropriate supervisor. If the matter cannot be settled informally between the employee and the supervisor, the employee should, wherever possible, contact higher levels of Management, up to and including the branch chief, in an attempt to resolve the matter. The employee may be accompanied by his/her Union steward while presenting a safety or health problem to Management.

If the matter is still unresolved, the employee may request an inspection of the worksite in question by giving notice of the alleged unsafe or unhealthful condition to the TTC Safety Officer or designee. Such request shall be in writing, and shall set forth with reasonable particularity the grounds for the request. In the case of imminent danger to life or limb, the request may be made initially by telephone, but shall be reduced to writing as soon as possible thereafter. The employee will be notified in writing by the Safety Officer of the final disposition of the employee's report. If still dissatisfied, the employee may then file a formal grievance in accordance with and subject to the time limits in Article 13 of this Agreement.

An employee who is dissatisfied with the final disposition of his/her report within TTC may contact, in writing, the Office of Federal Agency Safety Programs, U.S. Department of Labor, describing in detail the entire processing of the employee's report, and setting forth his/her objections thereto. A copy of this correspondence shall be directed to the TTC Safety Officer.

No employee will be subject to restraint, interference, coercion, or discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition or otherwise participating in the safety and health program as set forth in this Article.

- 22.3 **Emergency Preparedness.** The TTC facility shall have an emergency preparedness plan that will be posted on the Official Safety and Security Employee bulletin board. The employer will be responsible for the dissemination and implementation of the provisions. Fire drills will be **conducted in accordance with OSHA regulations.**

- (a) The Employer agrees to make reasonable efforts to assure that each installation has adequate personnel available to administer cardio-pulmonary resuscitation (CPR).
  - (1) The Employer will provide CPR shields and masks for CPR volunteers.
  - (2) Training for CPR certification and/or recertification will be at no cost to the volunteer.
- (b) If an employee requests assistance to return home and he/she is unable to make their own arrangements, the employer will assist the employee by contacting the emergency contact of record, taxi, and/or ambulance. The Employer will call an ambulance if an employee requests one, or an employee needs emergency medical care that cannot be provided onsite.
- (c) The TTC agrees to maintain adequate first aid supplies.
- (d) The Employer will continue to provide a cot for employees in the event of illness or collapse.

22.4 **Information.** The Union shall receive a copy of the Employer's annual statistical summary (OSHA 300A Log) of occupational injuries and illnesses. This report will include the buildings and adjacent areas in which these accidents have occurred. The Employer will post the OSHA 300A Log in accordance with the relevant provisions of 29 CFR.

The Employer agrees to post notices informing unit employees of the protections and obligations provided for in the Employer's Occupational Safety and Health Program.

22.5 **Safety Committee.** The Employer recognizes the desirability of obtaining the views of the Union on matters relating to the safety and health of employees.

The Union and Employer agree to the establishment of an Occupational Safety and Health Advisory Committee. The Committee shall consist of two members designated by each party, and shall elect a chairperson annually. The Committee will only offer advice and recommendations to the TTC Safety/Security Representative by:

- (a) considering the applicability of agency standards issued as a result of OSHA regulations and Executive Order 11807 to TTC operations;
- (b) considering and commenting upon plans for abating safety and health hazards;
- (c) reviewing responses to reports concerned with allegations of hazardous conditions, alleged safety and health program deficiencies;
- (d) upon request, accompanying the Safety/Security Representative, or designee, on his/her quarterly inspection of workplaces; and

- (e) reviewing findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.

The Committee shall meet quarterly for the purpose of carrying out this function. The Committee may meet more frequently to discuss safety matters upon the request of any party serving on the Committee. Such requests should be directed to the Committee chairperson. Written minutes of each meeting will be maintained and distributed to each Committee member and the Safety/Security Representative by the chairperson. The Safety/Security Representative will be responsible for posting a summary of the minutes on the appropriate TTC bulletin boards.

The Employer agrees to consider educational options in an effort to provide appropriate health and safety background and guidance for Occupational Safety and Health Advisory Committee members. Management will offer training for all Committee members in accordance with 29 CFR 1960.59(b). Management will provide at least 1-week notice to the Union of any scheduled health and safety training.

- 22.6 **Safe Working Environment.** The Employer agrees to provide employees with appropriate orientation, training, furniture, and equipment necessary to perform their duties in a safe and healthful manner. Training will include instruction in proper work methods to be used and proper use of equipment and furniture. The parties agree to review and discuss on a regular basis the need to update training and to replace furniture and equipment as necessary. Employees who have a need for special health/safety training or accommodation should make that need known to their supervisor. The Employer agrees to make every effort to accommodate that need.

The Employer will maintain video display terminals (VDT) in a safe manner. The Employer will apply applicable laws, rules, regulations or directives when developing procurement specifications for video display terminals, printers, ergonomic furniture and chairs, and accessories such as footrests, wrist rests, document holders, telephone headsets, replacement ear pads, and microphone windscreen cover for telephone headsets. The Employer will continue to provide individual headsets (as approved by Management) and lockers for employees.

- (a) **Lighting.** In work areas controlled by the Employer, overhead lighting levels will be within the ranges required by applicable laws, rules, regulations or directives.

In an effort to reduce excessive glare, windows shall be fitted with blinds or drapes per GSA's leasing agreement with the facility owner.

- (b) **Keyboard and Screen.** Keyboards should be placed on a level and stable surface for normal keying function. Keyboards, in combination with their supporting surface, chair and other furniture shall permit users to adopt and maintain neutral wrist positions.

Screens shall be easily adjustable for brightness and contrast. Screens shall be adjustable horizontally and vertically to fit the user's line of vision.

Employees who operate a VDTs will, upon request and subject to budget, be provided with adaptive devices such as a padded wrist rest, mouse pads, document holders that have adjustable height and tilt, foot rests, keyboard trays and other appropriate adaptive devices designed to prevent repetitive strain injuries. Management will respond to employee's request for adaptive devices within a reasonable amount of time.

- (c) **Printers.** Management will make a reasonable effort to place printers that produce a noise level weighted average (over a period of 8 hours) of 85dB or higher into an isolated area. When it is not possible to isolate such printers, the employer will make an effort to employ noise reducing techniques.
- (d) **Chairs and Desks.** The Employer will provide and maintain at each terminal, ergonomic chairs designed to minimize musculoskeletal discomforts.

Leg space under the work surface shall be adequate and unobstructed.

Work surface size will be adequate to accommodate other task dependent items such as paper, document, manuals, etc., and adaptive devices.

Employees requesting a special chair/desk because of documented health related reasons should follow procedures as covered in Article 24.8 Medical Accommodations.

- (e) **Maintenance and Reporting.** Whenever a problem with a VDT, accessory, or chair is identified and reported, Management will promptly investigate and, as appropriate, timely initiate the necessary adjustments, repairs or replacement. Equipment that cannot maintain proper adjustment shall be repaired or replaced.

The Employer will ensure that VDT screens will not emit excessive radiation and that VDT voltage emissions shall be within manufacturer specifications.

Employees should report problems such as: telephone operational problems, the VDT screen is flickering, the image is not clear and/or does not fill the screen, the contrast or brightness adjustments do not appear to be working, etc. to a supervisor. If the supervisor is unable to remedy the situation, the interviewer will be instructed to complete a Telephone Malfunction or Computer Problem Ticket form and return it to a supervisor.

If necessary, employees will receive up to 15 minutes to clean and disinfect their workstation at the beginning of each shift. The Employer will provide cleaning supplies for this purpose.

- (f) **Indoor Air Quality.** The parties agree that all Census Bureau employees are entitled to work in an environment containing safe and healthful indoor air quality. In all work areas that the TTC employees occupy, indoor air quality will conform to applicable laws, guidelines, and regulations.

The parties agree that the problem of temperature extremes, either hot or cold, and appropriate measures to reduce the risk of exposed employees are appropriate matters for referral to the supervisor on duty and/or the health and safety committee.

The Employer will make every effort to perform any renovations, painting, carpet laying, pesticide application, etc during non duty hours. If it is unavoidable and work can only be scheduled during employee's duty hours, the Employer will isolate areas occupied by employees from the areas that are under construction, renovation, etc.

22.7 **Work-Related Injury or Illness.** When an employee reports illness or injury in the performance of his/her assigned duties, the employee will be counselled as to the employee's right to file for continuation of pay (COP) and/or compensation benefits and the procedure to be followed. The Employer agrees to issue to each employee in writing the employee's rights and responsibilities when injured at work. In cases where an employee reports illness or injury, a copy of each form required to be filled out will be furnished to the employee upon request.

22.8 **Medical Accommodations.** The Employer agrees to give consideration to an employee's written request for appropriate accommodations for health reasons. It is the employee's responsibility to make the supervisor aware of his/her medical limitations and to provide current (normally not more than 1 year old) medical documentation. Employee requests will be forwarded to the Branch Chief or designee along with medical documentation. Specific medical information will be held in confidence. The Employer's decision will be communicated as promptly as possible to the employee. The employee is responsible for informing the Employer of any changes in his/her medical limitations and will provide medical documentation in support of such change.

During the period pending determination, the employee will not be required to perform duties which could be contrary to the medical statement. If accommodations cannot be made during this notice period and/or after a determination is made, the employee will be temporarily removed from the work schedule or may request appropriate leave. If in the future accommodations can be made, the employee will be returned to the work schedule.

If accommodations for permanent limitations cannot be met 1 year from the date of the decision, the employee can apply for disability retirement or be removed from the rolls.

22.9 **Employee Assistance Program (EAP).** The Union agrees to fully support the Employer's Employee Assistance Program provided through the NPC Occupational Health Unit.

The Employer will continue to make available counselling and referral services to employees on a confidential basis, and to grant leave or official/administrative time, when appropriate, to participate in such programs. The Union and the Employer encourage employees whose performance, attendance, and/or conduct may be adversely

affected by alcoholism, other forms of drug abuse, or problems resulting from personal circumstances, to seek such assistance through the EAP, or from referral sources.

Any information acquired by the Union relating to a unit employee's status in the program will be kept confidential.

Union officials may participate in training related to the program conducted by the Employer.

Information concerning services and the current telephone numbers for the Employee Assistance Program will be available to employees on the official employee bulletin board(s).

- 22.10 **Wellness.** The Employer will continue to be responsible for the Wellness Program. The program objective is to enhance the quality of the employee's life through activities designed to improve physical, emotional, and spiritual well-being, thereby resulting in less absenteeism and higher morale and productivity. Available literature on various health issues will be provided by the Employer.

The Employer encourages employees to do non-strenuous exercises that are endorsed by the NPC Health Unit and/or the NPC Safety Office to relieve physical stress and/or discomfort. These exercises may be done by employees while performing their regular duties. Participation is voluntary.

- 22.11 **Environmental Conditions.** If the TTC is affected by a legitimate unhealthy condition and a decision is made by Management to close the facility, scheduled employees will be paid a minimum of 2 hours for a maximum of 3 days.

- 22.12 **Abatement of Unsafe and Unhealthy Working Conditions.** The Employer shall make every reasonable effort to promptly abate unsafe or unhealthy working conditions.

If there is an emergency situation in an office, the first concern is for the employees and the public. If Management deems that the evacuation of the building is necessary, Management will take precautions consistent with the safety of employees in the facility.

A Union official will be notified as soon as possible regarding health and safety situations.

- 22.13 **Smoking.** Census Bureau policy and Federal regulations provide that smoking within Federally occupied space is prohibited. Employees are entitled to smoke only on authorized breaks and in designated areas located outside the Facility. Smoking is prohibited within 50 feet of any entrance or exit door. No additional time for breaks is authorized and will not be allowed for this purpose (i.e., smoking). Violation of this Census Bureau policy may be cause for appropriate administrative action.

22.14 **Occupational Health.** The Employer will provide the following confidential screening services to employees who elect to participate on an annual basis:

- (a) Snellen Test (Eye Chart Test)
- (b) Blood pressure
- (c) Pulse screening
- (d) Respirations
- (e) Glucose reading
- (f) Oxygen saturation
- (g) Hemocult

### **ARTICLE 23 - SENIORITY**

Seniority is based upon EOD date which means current continuous service with the U.S. Census Bureau.

When there are two or more interviewers with the same EOD date and a decision must be made, the Employer will use Service Computation Date (SCD) as a tie-breaker. SCD is defined as the date on which an employee would have entered the Federal service had his/her service been continuous up to the present time. This date is determined by adding all creditable service and subtracting the total from the present date.

The Employer will furnish the Union with an updated seniority list no less than every 60 days.

### **ARTICLE 24 – PROMOTION, ASSIGNMENT, AND DETAIL**

The TTC Merit Assignment Plan (MAP) applies to promotions, to assignments to positions with known promotion potential, and to such other personnel actions involving advancement in competitive service positions as set forth therein. The Employer agrees to adhere to the Plan when filling unit vacancies through the competitive procedures. Consistent with the Act, The Employer reserves the right to make selection for vacancies from any source.

By cross-reference, the TTC MAP, as it applies to bargaining unit positions, is incorporated in this Agreement. The NPC TTC MAP is applicable to all employees.

### **ARTICLE 25 – CONVERSIONS AND PROMOTIONS**

Management may consider the following minimum criteria when reviewing conversions and promotions.

25.1 **Conversions.** Conversion from Temporary-Intermittent to Permanent-Intermittent:

- (a) Employees must work on one or more current (ongoing) surveys.
- (b) Must establish a pattern of at least 150 regular hours worked per quarter. (Quarter = 3 month period of time).

- (c) Must have two (2) consistent quarters of at least 150 hours worked.
- (d) Must foresee the interviewer will be able to meet 150 hours per quarter in the future.
- (e) Monitoring, fully acceptable level.

Conversion from Permanent-Intermittent to Part-time:

- (a) Employees must work on one or more current (ongoing) surveys.
- (b) Must not have an NTE (Not To Exceed date).
- (c) Must establish a pattern of at least 150 regular hours per quarter.
- (d) Must have two (2) consistent quarters of at least 150 hours worked.
- (e) Must foresee the interviewer will be able to meet 150 hours per quarter in the future.
- (f) Monitoring, fully acceptable level.

**25.2 Promotions Grade 02 to 03 and Grade 03 to 04:**

From Grade 02 to 03 – Must have worked 521.75 hours (accumulative).

From Grade 03 to 04 – Must have worked 1043.50 hours (accumulative).

**ARTICLE 26 – WITHIN GRADE INCREASES**

Within Grade Increases (WGI) will be considered and processed in accordance with OPM regulations. It is the employee’s responsibility to track the time frames for receiving a within grade increase. The decision to grant or withhold a within-grade increase must be supported by the employee’s most recent appraisal.

- 26.1 **Within Grade Increase (WGI).** A within grade increase (WGI) is an increase in an employee’s rate of pay from one step within his/her grade to the next. Eligibility for a WGI is based on length of service and performance.
- 26.2 **Eligibility for a WGI.** Eligibility is determined by the type of appointment. Full-time, part-time, and intermittent employees whose appointments are permanent are eligible for WGIs. Appointments having a time limit of one year or more are considered permanent for WGI purposes, as are TAPER and Term appointments. Appointments having a time limit of less than 1-year are considered temporary and does not entitle the employee to WGIs.
- 26.3 **Waiting period for a WGI.** A waiting period commences on the day of first appointment regardless of tenure; the date of last equivalent increase; or after a period of

52 continuous calendar weeks in a non-pay status unless the employee has a break in service or the service is creditable for a within grade increase.

**26.4 Length of waiting periods.** Waiting periods for within grade increases are as follows:

For a full time or part time employee with a scheduled tour of duty, the waiting periods in all General Schedule grades are:

Steps 2-3-4 .....52 weeks of creditable service  
Steps 5-6-7 .....104 weeks of creditable service  
Steps 8-9-10....156 weeks of creditable service

For an employee without a schedule tour of duty (intermittent), the waiting periods are:

Steps 2-3-4.....260 days of creditable service in a pay status over a period of not less than 52 calendar weeks.

Steps 5-6-7.....520 days of creditable service in a pay status over a period of not less than 104 calendar weeks.

Steps 8-9-10...780 days of creditable service in a pay status over a period of not less than 156 calendar weeks.

Part-time employees are treated as full-time employees for purposes of completing a waiting period, i.e, a full-time and a part-time employee hired on the same day will complete a waiting period on the same date even though one works fewer hours. Intermittent employees get one day credit for every day paid even if they only work an hour. Service creditable toward completing required waiting periods is counted in days: 260, 520, and 780 days respectively.

**26.5 Credible service.**

- (a) Civilian employment in the Federal Government.
- (b) Periods of leave with pay (annual, sick, court, military, administrative, advanced annual and sick, etc).
- (c) Service under a temporary appointment – if the employee is converted to a permanent appointment at the same grade level, the time worked under the temporary appointment counts toward the completion of the WGI waiting period requirement.
- (d) Time in non-pay status for employees with a schedule tour of duty not exceeding the allowable amounts as follows: 260 days equal 1 calendar year.

- 26.6 **Requirements.** WGIs are not automatic. To receive a WGI, the following requirements must be met:
- (a) The employee has completed the required waiting period.
  - (b) The employee has performed at an acceptable level of competence. This is determined by the employee's most recent performance appraisal.
  - (c) The employee has not received an equivalent increase during the waiting period.
- 26.7 **WGI Effective date.** WGIs are effective on the first day of the first pay period following the completion of the required waiting period.
- 26.8 **WGI Denials.** Denials of Within Grade Increases will be effected in accordance with the applicable OPM regulations.

## **ARTICLE 27 – BILINGUAL EMPLOYEES**

- 27.1 **Purpose and Scope.** The Article covers employees who occupy positions that require the use of bilingual skills. This Article applies to employees who are hired, assigned, or promoted where bilingual ability is a condition of employment and that is a matter of record in their official personnel files. The Employer recognizes that bilingual employees' contribute to the TTC operation.
- 27.2 **Definition.** Bilingual means proficiency in a language or languages, in addition to English.
- 27.3 **Performance Appraisal.** The parties recognize that bilingual duties may incorporate specific workload for affected employees and that bilingual duties may involve additional time, effort, and case complexities. Progress reviews will reflect bilingual performance as appropriate.

## **ARTICLE 28 – EMPLOYEE AWARDS AND RECOGNITION**

- 28.1 **Purpose.** Recognition of all employees such as interviewers, monitors, and bilingual interviewers through monetary and non-monetary awards reflects the employer's efforts to promote continuous improvement in Agency and employee performance. Incentive awards are designed to motivate employees, increase productivity, and to recognize employees who go above and beyond normal performance expectations. Awards may be given any time during the performance year contingent upon funding ability. The incentive awards program will be applied in a fair and equitable manner consistent with the policies of the Department of Commerce and the U.S. Census Bureau and with the regulations in 5 CFR 451.
- 28.2 **Policy.** When employees are considered for awards, the relative significance and impact of their contributions to meeting organizational goals or improving the efficiency, effectiveness, and economy of the government or otherwise serving the public interest will be considered in determining the types of awards that constitute appropriate

recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.

The Agency will provide an award recipient with written documentation that clearly articulates the specific reason(s) that the employee received the award. Employees are encouraged to relate this information to specific evaluation criteria when completing applications for merit promotion.

### 28.3 Examples of Types of Awards that may be available:

- (a) Cash-In-A-Flash
- (b) On-The-Spot
- (c) Quality Step Increase
- (d) Suggestion
- (e) Time Off
- (f) Special Achievement
- (g) Special Act or Service
- (h) Productivity/Gain Sharing
- (i) Miscellaneous as defined by the Incentive Award Program

To learn more about the types of awards available, employees can visit the NPC Intranet site at <http://cww.npc.census.gov>.

### 28.4 Definitions

- (a) **Cash-In-A-Flash (CIAF).** The CIAF award provides recognition to employees in the form of cash. The National Finance Center (NFC) will directly deposit the award amount into the account the employee has identified for salary payment direct deposit. After the award has been recorded in the NFC, the NFC is responsible for processing the award to appear on the employee's next Earnings and Leave Statement with applicable taxes withheld so that employees enjoy the full after tax award amount.
- (b) **On-the-Spot Award (OTS).** OTS award are merchandise items that recognize employee's special contributions to accomplishing the work of the Employer. Awarded employees may select the item they desire from the choices in the appropriate award category. An online catalogue of all OTS items is available for viewing on the NPC home page at <http://cww.npc.census.gov>, click on On-the-Spot Award Catalog in the bottom center of the page. This can be accessed from any networked desktop computer or kiosk. A hardcopy color catalogue can be viewed in the TTC Office. All TTC Census Bureau employees are eligible to receive awards under this program.
- (c) **Current Survey Specific Awards.** Management determines when and if an award shall be granted based on the considerations set forth in this Article. When the decision is made to grant an award, the criteria below will be used:

- (1) **Current Population Survey (CPS).** Awards will be based on Sunday's production only. The Employer will be giving one award to the employee who has the highest call progress per login hour. The Employer may also give an award for the top producer using completes per hours. These will be cash-in-a-flash awards. To be considered, an employee must have been logged into the survey for a minimum of 4 hours and have fully successful monitoring sessions.
- (2) **National Crime Victimization Survey (NCVS).** Awards will be based on the first two days of the survey. The Employer may give two awards to the employees who have the highest call progress per login hour. The Employer may also give up to three awards per month to the highest producers using completes per login hour. These also will be cash-in-a-flash awards. To be considered, an employee must have been logged into the survey for a minimum of 8 hours and have fully successful monitoring sessions.
- (3) **American Community Survey (ACS).** Awards will be based on the entire month's production. The Employer may give one award to the employee who has the highest call progress per log in hour. The Employer may also give up to four awards per month to the highest producers using completes per login hour. To be considered, an employee must have been logged into the survey for 20 hours and have fully successfully monitoring sessions.
- (4) **Telephone Point Of Purchase Survey (TPOPS).** These awards will be based on the first four weeks of production using completes per log in hour. The Employer may give one award to the employee who has the highest call progress per login hour. The Employer may also give up to five awards per quarter to the highest producers using completes per login hour. To be considered, an employee must have been logged into the survey for 20 hours and have fully successful monitoring sessions.
- (5) **One Time Survey.** For one-time surveys, awards and performance criteria will depend on sponsor's input, type of survey, length of survey, etc.

28.5 **Notice to the Union.** If NPC Management determines that a change to award criteria is necessary and within its discretion to change, the Employer will provide notice consistent with 5 USC Chapter 71.

## **ARTICLE 29 – POSITION CLASSIFICATION**

**Position Classification.** Each employee is entitled to a complete and accurate position description that outlines major duties and responsibilities. The Employer agrees to provide each employee with a copy of his/her official position description as soon as possible after assignment into the position. When alterations are made, the employee will

receive an amended copy. All positions will be classified in accordance with OPM regulations and applicable standards.

When classification actions on positions result in the reduction in grade or pay of bargaining unit employees, the Union will be notified. The Employer agrees to notify the Union when classification actions result in the upgrading of bargaining unit employees. The Employer will provide access to classification standards and relevant position descriptions upon request.

Employees are entitled to discuss their position with their immediate supervisors and/or with their servicing classification specialist if they have a question concerning the accuracy of the description or the proper classification of the position. If the matter is not then resolved to the employee's satisfaction, he/she may request through his/her supervisor an audit of assigned duties and responsibilities. Audits will be scheduled in a timely manner. In any event, if the matter cannot be resolved, the employee will be advised of his/her right to file a classification appeal, and of the procedures to be followed.

## **ARTICLE 30 - EMPLOYEE DEVELOPMENT**

It is the policy of the Employer to develop its employees through the establishment and operation of progressive and efficient training programs, thereby improving public service, improving efficiency and economy, and building and retaining a force of skilled and efficient employees. These objectives are of mutual concern and may be addressed by the parties.

**Career Counselling.** The Employer and the Union agree to encourage career development for unit employees. The Employer will continue to provide career counselling to unit employees upon request, and will continue to make information regarding training opportunities sponsored by the Federal Government, and by outside sources, readily available to unit employees. This information shall include, but is not limited to, lists and catalogs of local educational services.

## **ARTICLE 31 – MONITORING**

- 31.1 **Overview.** Computer Assisted Telephone Interviewing (CATI) operations require interviewers to be proficient in a number of skilled areas. Specifically, the interviewer must have good basic interviewing techniques with an understanding of the subject matter concepts related to the survey. Skills such as accurately entering responses, resolving on-line edit failures that occur, and maintaining good rapport with the respondents are also required.
- 31.2 **Process.** One benefit of CATI is the opportunity it provides for monitoring. The monitoring process provides useful information on interviewer feedback, operational Management, training, and instrument (questionnaire) development and is not limited to evaluating performance. This process contributes significantly to improvements in the data collection process.

Monitoring in this context involves a third person (the monitor/coach) that uses a telephone listening device to observe and assist the interaction between the interviewer and the respondent. Monitoring also includes the observation of a simultaneous duplicate image of the interviewer's computer screen.

31.3 **Monitoring Feedback.** Management agrees to provide feedback on areas needing improvement and/or reinforcement when an interviewer has exceeding quality expectation. Feedback will be given at the earliest opportunity after a monitoring session has been completed. This helps to reinforce what was done well, as well as point out what needs improvement.

31.4 **Performance.** The following guidelines address an interviewer's monitoring performance when he/she fails to meet a fully successful level of performance. This can occur in the following ways:

- (a) If an experienced interviewer incurs frequent monitoring ratings below 3.0 in any element;
- (b) If an interviewer on Special Needs fails to achieve the required number of fully successful monitoring session in order to return to Systematic; and
- (c) If an interviewer on Initial status fails to achieve Systematic status.

31.5 **Standards.** The following is intended to establish standards that address these performance issues. The intent of monitoring is to teach and coach, not to discipline. The following plan was developed to establish standards for what is considered a successful interviewer.

- (a) **Initial Status.** A new interviewer's status is classified as "Initial" until he/she has demonstrated a fully successful level of performance consisting of three consecutive monitoring sessions rated 3.0 or greater in all elements. Ratings of "Initial" are numerically rated (1-5) to be consistent with the "Systematic" status.

If the interviewer is experienced and in the process of cross training, only one fully successful monitoring session will be required to advance to Systematic. However, if the experienced interviewer cannot obtain a fully successful session in two attempts they will revert to the procedures for new interviewers. If an interviewer fails to achieve three fully successful monitoring sessions the immediate supervisor will review the monitoring criteria requiring improvement and counsel the interviewer. Every effort should be made to work with the newly trained or cross trained interviewers to ensure their success. The interviewer will be advised that he/she is required to achieve three additional fully successful monitoring sessions in order to advance to Systematic status.

Sessions should be monitored by different coaches whenever possible in order to provide an objective evaluation. It is recommended that the immediate supervisor monitor or observe on at least one session during this period to

obtain first hand knowledge of the interviewer's performance. Interviewers are never placed on Special Needs from Initial status. If the interviewer's performance does not improve during these sessions he/she may be removed from the survey.

- (b) **Systematic Status.** An interviewer is considered to be in "Systematic" status once he/she has advanced from initial status by achieving three or more consecutive monitoring sessions of 3.0 or better in all elements. An interviewer loses this status when he/she incurs three consecutive monitoring sessions with any element rated below 3.0. He/She is then placed on Special Needs.

An interviewer's immediate supervisor will be informed of the sub-standard rating (if not already aware). The supervisor will review the sessions with the interviewer and counsel him/her on the monitoring criteria requiring improvement. Management will also make every effort to ensure that the interviewer is observed by different coaches during this period.

The clerk who keys monitoring results for performance tracking will be notified of the situation and will keep the immediate supervisor informed by providing copies of the monitoring sessions.

- (c) **Special Needs.** If an interviewer who has achieved "Systematic" status fails to maintain three fully successful consecutive monitoring sessions, he/she will be classified as Special Needs. Once Special Needs status has occurred, three additional consecutive fully successful monitoring sessions are required to return to Systematic status.

Management needs to work with the immediate supervisor to allow appropriate time to assist and coach the interviewer during this period of time. Appropriate documentation should be maintained during the course of the performance improvement process. In the event the interviewer's performance does not improve during this time period he/she:

- (1) May be given an additional opportunity to achieve three fully successful consecutive sessions
- (2) May be required to be retrained
- (3) May be removed from the survey

The decision should be determined on a case-by-case basis by Management and/or in accordance with the sponsor's expressed directions.

- (d) **FEEDBACK SESSIONS.** During feedback the interviewer should:

- (1) Listen attentively to both the good and the bad;

- (2) Ask questions. Make sure you understand where you made errors and what to do about correcting mistakes;
- (3) Withhold judgments, do not justify your actions.

Interviewers are expected to sign the report at the conclusion of their feedback. They may make notes on the document if they elect to. Signing the document does not mean that the interviewer agrees or disagrees with the rating. It is only to record the fact that the monitor results were reviewed and discussed with the individual.

Sessions with an overall rating of 3.0 do not require formal feedback, however, the monitor may inform the interviewer that they were monitored and the outcome.

Any employee may ask a supervisor, at any time, if they have been monitored and if so, the results of those results.

## **ARTICLE 32 - PERFORMANCE APPRAISALS**

**General Work Force Performance Appraisal (GWFP) Plan.** The Performance Appraisal Plan for NPC (updated June 2000), contains the policy and provisions to ensure communication regarding job requirements, performance standards, and employee feedback. Performance plans serve to communicate division goals and objectives and to identify individual accountability. The Plan provides for the establishment of critical objectives and details requirements and time frames for progress reviews and formal performance appraisals. The Employer agrees to adhere to the Plan in providing information to employees on their job expectations and performance.

By cross-reference, the Performance Appraisal Plan for NPC as it applies to bargaining unit positions, is incorporated in this Agreement. Copies of this Plan will be available in each organizational entity, in the administrative area and in the AFG Local 1207 office.

## **ARTICLE 33 - NEPOTISM**

It is the policy of the Employer that no relative of an employee may be employed or assigned in any position in which the employee may be able directly or indirectly to supervise, control, or influence the work or employment status of the relative or the affairs of the organizational unit in which the relative is to be assigned.

## **ARTICLE 34 – CHILD/PARENTAL CARE**

**Purpose.** This Article addresses the child/parental care needs to TTC employees. The parties recognize that working parents may have special child/parental care needs. The Agency agrees to post resource information regarding local day-care facilities on an official bulletin board.

## ARTICLE 35 – VENDING MACHINES

**Vending Machines.** The Employer will provide food and beverage machines. Vending machines will be placed in an area convenient for the employees.

## ARTICLE 36 – DRESS CODE

**Dress Code.** The Department of Commerce and the U.S. Census Bureau expect employees, as representatives of the Federal Government, to maintain a neat, clean, business-like appearance and manner during working hours. Clothing and behavior must be appropriate to the conduct of Government business. Accordingly, all manner of dress must be safe, dignified, and shall avoid anything that tends to result in criticism or creates controversy among employees.

More specifically, this policy will be applied to the employees of the TTC of the NPC as follows:

- Appropriate slacks, trousers, jeans, and dress shorts, skorts, skirts, and dresses of suitable length may be worn in all work areas consistent with the work being done and the work environment.
- Footwear should be worn in all work areas at all times.

The following kinds of apparel (though not all-inclusive) are not business-like or appropriate and, therefore, are **prohibited** when working at TTC:

- Cut-offs, short-shorts, jogging shorts, or “spandex” shorts.
- Tube tops, crop tops, mesh “see-through” shirts/jerseys, halter tops, and other abbreviated attire.
- Any apparel that contains certain pictures and/or print that promotes drug or alcohol use, or the use of obscene or offensive language.

Employees who do not adhere to these policies will be required to take steps to dress appropriately. Employees may be given the opportunity to request annual leave, leave without pay, or take other suitable steps as determined by the supervisor to conform to these policies. Supervisors are to enforce these policies consistently and equitably.

Violations of appropriate dress policy may be cause for appropriate counselling or discipline.

## GLOSSARY

Article 5	Notice of Right to Union Representation
Article 7	SF-1187, “Request for Payroll Deductions for Labor Organization Dues” SF-1188, “Cancellation of Payroll Deductions for Labor Organization Dues”
Article 12	Douglas Factors
Article 13	Time Frames for Processing Grievances NPC-689(T), “Grievance Record” “Designation of Representative Form” NPC-859(T), “Request for Information”
Article 17	NPC-510, “Record of Overtime Worked”
Article 18	Form 11-TC(7), “Request for Schedule Change” NPC-1097, “Advance Request for Time Off”
Article 19	OPM-71, “Request for Leave or Approved Absence” NPC-466, “Documentation of Request for Advanced Leave or Leave Without Pay” Medical Release Leave Restriction Letter Extension of Leave Restriction Letter Lifting Leave Restriction Letter OPM 630, “Application to Become a Leave Recipient Under the Voluntary Leave Transfer Program” OPM 630-A – “Request to Donate Annual Leave to Leave Recipient Under the Voluntary Leave Transfer Program”
Article 22	CA-1, “Federal Employee’s Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation” CA-2, “Notice of Occupational Disease and Claim for Compensation”
Article 32	U.S. Census Bureau, National Processing Center, Employee Performance Appraisal Plan

Forms are also located on the NPC Intranet at <http://cww.npc.census.gov/>.



## **Notice of Right to Union Representation in Certain Meetings with Agency Representatives**

Title VII of the Civil Service Reform Act of 1978 confers certain rights on labor organizations representing federal employees and on the employees themselves. Among these is the right of Union representation at certain meetings of agency representatives with bargaining unit employees.

In accordance with Title VII and with the Census Bureau's Labor-Management Agreement with the American Federation of Government Employees Local 1207 (the exclusive representative for bargaining unit employees at the National Processing Center, Tucson), this memorandum notifies you of your rights under Title 5, United States Code, Section 7114(a)(2) which states:

“An exclusive representative of an appropriate unit in an agency shall 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 condition of employment;

-or-

- (B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if -
  - (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (ii) the employee requests representation.”



# REQUEST FOR PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES

## Privacy Act Statement

Section 5525 of Title 5 United States Code (Allotments and Assignments of Pay) permits Federal agencies to collect this information. This completed form is used to request that labor organization dues be deducted from your pay and to notify your labor organization of the deduction. Completing this form is voluntary, but it may not be processed if all requested information is not provided.

This record may be disclosed outside your agency to: 1) the Department of the Treasury to make proper financial adjustments; 2) a Congressional office if you make an inquiry to that office related to this record; 3) a court or an appropriate Government agency if the Government is party to a legal suit; 4) an appropriate law enforcement agency if we become aware of a legal violation;

5) an organization which is a designated collection agent of a particular labor organization; and 6) other Federal agencies for management, statistical and other official functions (without your personal identification).

Executive Order 9397 allows Federal agencies to use the social security number (SSN) as an individual identifier to avoid confusion caused by employees with the same or similar names. Supplying your SSN is voluntary, but failure to provide it, when it is used as the employee identification number, may mean that payroll deductions cannot be processed.

Your agency shall provide an additional statement if it uses the information furnished on this form for purposes other than those mentioned above.

1. Name of Employee ( <i>Print or Type-Last, First, Middle</i> )	3. Employee Identification Number ( <i>SSN or Other</i> )	3. Timekeeper Number
2. Home Address ( <i>Street Number, City, state and ZIP Code</i> )	5. Name of Agency ( <i>Include Bureau, Division, Branch or Other Designation</i> )	

### Section A-For Use By Labor Organization

Name of Labor Organization (*Include Local, Branch, Lodge or Other Appropriate Identification*)

I hereby certify that the regular dues of this organization for the above named member are currently established at \$ _____ per	(biweekly pay period) (calendar month). ( <i>Strike out whichever period is not appropriate, based on arrangement with the employee's agency.</i> )
--	---

Signature and Title of Authorized Official	Date ( <i>Month, Day, Year</i> )
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### Section B-Authorization By Employee

I hereby authorize the above named agency to deduct from my pay each pay period, or the first full pay period of each month, the amount certified above as the regular dues of the (Name of Labor Organization): \_\_\_\_\_

and to remit such amount to that labor organization in accordance with its arrangements with my employing agency. I further authorize any change in the amount to be deducted which is certified by the above named labor organization as a uniform change in its dues structure.

I understand that this authorization, if for a biweekly deduction, will become effective the pay period following its receipt in the payroll office

of my employing agency. I further understand that Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues, is available from my employing agency, and that I may cancel this authorization by filing Standard Form 1188 or other written cancellation request with the payroll office of my employing agency. such cancellation will not be effective, however, until the first full pay period which begins on or after the next established cancellation date of the calendar year after the cancellation is received in the payroll office.

Contributions or gifts (including dues) to the labor organization shown at left are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of Employee	Date ( <i>Month, Day, Year</i> )
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<b>FOR COMPLETION BY AGENCY ONLY</b> - The above named employee and labor organization meet the requirements for dues withholding. (Mark the appropriate box. If "YES", send this form to payroll. If "NO", return this form to the labor organization.)	YES	NO
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**1-Agency Copy**

**2-Labor Organization Copy**

**3-Employee Copy**







## **Douglas Factors**

The Twelve (12) relevant factors set forth by the Merit System Protection Board are as follows:

1. the nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain or was frequently repeated;
2. the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
3. the employee's past disciplinary record;
4. the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. the effect of the offense upon the employee's ability to perform a satisfactory level and its effect upon supervisor's confidence in the employee's abilities to perform assigned duties;
6. consistency of the penalty with those upon other employees for the same or similar offenses;
7. consistency of the penalty with any applicable agency table of penalties;
8. the notoriety or the offense or its impact upon the reputation of the agency;
9. the clarity with which the employee was on notice of any rules that were violated or if he had been warned;
10. potential for the employee's rehabilitation;
11. mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of other involved; and
12. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.



## **TIME FRAMES FOR PROCESSING GRIEVANCES**

### 1. LEVEL ONE

Employee(s) files grievance from the event or instance, or from the date employee(s) became or should have become aware (includes grievances over cumulative/continuing conditions). 15 days

Decision from the immediate supervisor or lowest-level management official with the authority to grant the relief sought. 15 days

### 2. LEVEL TWO

Union representative and aggrieved party to present the grievance to the branch chief or next appropriate level. 10 days

The deciding official will render a decision after receipt. 10 days

If relief offered/accepted, copy of annotated grievance form returned to deciding official. 7 days

### 3. LEVEL THREE

Employee grievance must be filed following completion of Level One or Two with the Chief, National Processing Center. 15 days

Division Chief (or designee) accepts or remands grievance. 7 days

If remanded, grievant must refile. 10 days

Division Chief (or designee) meets with grievant/representative. 14 workdays

Decision of deciding official rendered. 30 workdays

### 4. LEVEL FOUR

Employee grievance must be filed following completion of Level Three with the Associate Director for Field Operations. 15 days

Render a decision to the grievant/representative. 30 workdays

Grievant/representative will advise if relief is acceptable. 10 days



**TUCSON TELEPHONE CENTER GRIEVANCE RECORD  
NEGOTIATED GRIEVANCE PROCEDURE**

Refer to Article 13 of the Reference Negotiated Agreement for information regarding informal grievances.

**2.** Statement of grievance – *State specifically when and in what manner grievance arose.*

Month	Day	Year
-------	-----	------

Enter date of instance/issue →

**3.** Relief sought

**4.** Issue – What in the agreement, regulation, or condition of employment has been violated?

**5.** Signature of grievant

Date

**6.** Designation of representative

**a.** Name

**b.** Signature

Date

**TO BE COMPLETED BY FIRST LEVEL DECIDING OFFICIAL**

**7.** Name

**8.** Title

**9.** Date

**a.** Grievance meeting

**b.** Decision to grievant

**10.** Decision –  
*Mark (X) one*

- Grievance sustained
- Grievance denied
- Other

} Explain in item 11

**11.** Summary of informal decision

**12.** Relief offered is –  
*Mark (X) one*

- Acceptable
- Unacceptable

**a.** Signature of grievant or representative

**b.** Date

**TO BE COMPLETED BY SECOND LEVEL DECIDING OFFICIAL**

**13.** Name

**14.** Title

**15.** Date

**a.** Grievance meeting

**b.** Decision to grievant

**16.** Decision –  
*Mark (X) one*

- Grievance sustained
- Grievance denied
- Other

} Explain in item 17

**17.** Summary of informal decision

**18.** Relief offered is –  
*Mark (X) one*

- Acceptable
- Unacceptable

**a.** Signature of grievant or representative

**b.** Date



**AFGE**

**LOCAL 1207**



**MEMORANDUM:**

**For:** \_\_\_\_\_

**From:** \_\_\_\_\_

**Subject:** Designation of Representative

I hereby designate \_\_\_\_\_ as my  
representative regarding.

**Date** \_\_\_\_\_ **Employee Signature** \_\_\_\_\_

**Date** \_\_\_\_\_ **Representative** \_\_\_\_\_





**REQUEST FOR INFORMATION**

Date:

To:

From:

Telephone Number:

In accordance with Article 15(a) \_\_\_\_\_ of the Agreement, I am requesting the following information – Article 15(b) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason information is necessary \_\_\_\_\_

\_\_\_\_\_

Requested information is needed no later than close of business on \_\_\_\_\_.



- The requested information was provided
- The requested information was not provided because *(Specify)*

\_\_\_\_\_

Signature	Date
-----------	------



**RECEIPT CERTIFICATION**

I certify that I have received the above requested information on –

\_\_\_\_\_ from \_\_\_\_\_  
Date Name

Signature	Date
-----------	------







# REQUEST FOR SCHEDULE CHANGE

**1.** Name

**2.** Survey assignment

**3.** Date of needed change

**4.** Shift of needed change

**5.** Reason for schedule change

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**6.** Signature

**7.** Date of request

## DECISION

Approved

Disapproved

**8.** Remarks

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**9.** Signature of supervisor

**10.** Date returned



## ADVANCE REQUEST FOR TIME OFF

**1. Name**

**2. Survey Assignment**

**3. Dates Requesting Off**

**4. Explanation**

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**5. Signature**

**6. Date of request**

### DECISION

Approved

Disapproved

Remarks

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**7. Signature of Deciding Official**

**8. Date of Decision/Return**



## Request for Leave or Approved Absence

1. Name (Last, first, middle)	2. Employee or Social Security Number
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3. Organization
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4. Type of Leave/Absence					5. Family and Medical Leave	
Check appropriate box(es) and enter date and time below)	Date		Time		Total Hours	If annual leave, sick leave, or leave without pay will be used under the Family and Medical Leave Act of 1993 (FMLA), please provide the following information:
	From	To	From	To		
<input type="checkbox"/> Accrued annual leave						<input type="checkbox"/> I hereby invoke my entitlement to family and medical leave for: <input type="checkbox"/> Birth/Adoption/Foster care <input type="checkbox"/> Serious health condition of spouse, son, daughter, or parent <input type="checkbox"/> Serious health condition of self  Contact your <i>supervisor</i> and/or your personnel office to obtain additional information about your entitlements and responsibilities under the FMLA. Medical certification of a serious health condition may be required by your agency.
<input type="checkbox"/> Restored annual leave						
<input type="checkbox"/> Advance annual leave						
<input type="checkbox"/> Accrued sick leave						
<input type="checkbox"/> Advance sick leave						
Purpose: <input type="checkbox"/> Illness/injury/incapacitation of requesting employee <input type="checkbox"/> Medical/dental/optical examination of requesting employee <input type="checkbox"/> Care of family member, including medical/dental/optical examination of family member, or bereavement <input type="checkbox"/> Care of family member with a serious health condition <input type="checkbox"/> Other						
<input type="checkbox"/> Compensatory time off						
<input type="checkbox"/> Other paid absence (specify in remarks)						
<input type="checkbox"/> Leave without pay						

6. Remarks
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7. Certification: I certify that the leave/absence requested above is for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting leave/approved absence (and provide additional documentation, including medical certification, if required) and that falsification of information on this form may be grounds for disciplinary action, including removal.
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7a. Employee signature	7b. Date signed
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8a. Official action on request	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	(If disapproved, give reason. If annual leave, initiate action to reschedule.)
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8b. Reason for disapproval
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8c. Signature	8d. Date signed
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**Privacy Act Statement**  
 Section 6311 of title 5, United States Code, authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of leave. Additional disclosures of the information may be: To the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation for employment or security reasons; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of leave administration; or the General Services Administration in connection with its responsibilities for records management.

Public Law 104-134 (April 26, 1996) requires that any person doing business with the Federal Government furnish a social security number or tax identification number. This is an amendment to title 31, Section 7701. Furnishing the social security number, as well as other data, is voluntary, but failure to do so may delay or prevent action on the application. If your agency uses the information furnished on this form for purposes other than those indicated above, it may provide you with an additional statement reflecting those purposes.





## Notice to Employees

### 1. Requesting advanced annual leave:

If you do not have enough annual leave to repay an advance by the end of the leave year, you will be required to pay off the value of any outstanding negative balance, unless the debit results from a reduction in leave credits due to absence without pay, or from your separation from the service due to death, disability, disability retirement, or entrance on military service.

### 2. Requesting advanced sick leave:

If you are indebted for advanced sick leave when you separate from the service (except in case of death, disability, or active military service with restoration rights), you will be liable for payment of the value of any outstanding negative balance.

## Notice to Supervisors and Approving Officials

### 1. Considering requests for advanced annual leave:

- (1) Employees are eligible to be advanced only as much annual leave as they are expected to accrue in the current leave year.
- (2) Advances of annual leave to temporary employees may be made only with the concurrence of an official at a higher organizational level than the immediate supervisor.

### 2. Considering requests for advanced sick leave:

- (1) Every advanced sick leave request must be supported by a medical certificate signed by a physician or other practitioner.
- (2) Permanent, full-time, non-probationary employees may be granted up to 240 hours advanced sick leave. The limit is prorated for part-time employees.
- (3) An employee may not be advanced more than 13 days (104 hours) of sick leave during the probationary or trial period.
- (4) Temporary employees may not be advanced more sick leave than they are expected to earn during their employment.
- (5) Sick leave should *not be* advanced to an employee who has filed or is expected to file an application for disability retirement.

### 3. Considering requests for leave without pay (LWOP):

- (1) This form must be used for requests for LWOP in excess of 80 hours.

## Checklist:

### FMLA/LWOP:

- Handwritten statement or OPM-71, Request for Leave or Approved Absence, with requesting employee's signature (Request for time off), accompanied by an NPC-518, Application for Family and Medical Leave (FMLA).
- If medical statement is appropriate, doctor's statement must include start date and estimated return-to-duty date. Doctor's statement and employee's statement on signed leave slip must match.

### Advanced Sick Leave:

- OPM-71, Request for Leave or Approved Absence, signed by requesting employee, or employee's written statement.
- Doctor's statement to cover start date and estimated return to duty date.
- Work availability statement (upon employee's return) signed by employee's branch chief.

AUTHORIZATION FOR RELEASE OF INFORMATION

I authorize my doctor, \_\_\_\_\_,  
to disclose information regarding my health to an Occupational Health Nurse of the  
National Processing Center, Occupational Health Unit.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date of Consent)

\_\_\_\_\_  
(Witness)



## LEAVE RESTRICTION LETTER

Date

Name of Employee  
Tucson Telephone Center  
National Processing Center  
Tucson, AZ 85706-5906

Dear Mr./Ms.:

You were formally counseled by your supervisor on  (date)  regarding your leave practices, but your record has not improved as evidenced by your enclosed leave analysis. I am therefore led to believe that you are abusing the leave privileges as set forth in the Leave Administration Handbook.

This letter is a warning to you that your leave record is unsatisfactory and necessitates your being placed on leave restriction effective  (date)  for 45 workdays.

Due to the above, the following leave procedures will be enforced.

1. You are required to request prior approval of annual leave by submitting an OPM-71 (Request for Leave or Approved Absence) to me at least 2 workdays in advance.
2. On days when you are sick, you must contact  (supervisor) , extension  \_\_\_\_\_ , or in his/her absence,  (next in line) , extension  \_\_\_\_\_ , within 1 hour of your posted schedule. In addition, you must submit to me a signed doctor's certificate or a written statement which is acceptable to the supervisor for all absences due to illness regardless of the time involved. If you do not do so, you will be carried as absent without official leave (AWOL). If the illness continues for more than 1 workday, you must contact  (supervisor)  each day that you are scheduled within 1 hour of your posted schedule. You will be carried as AWOL for any sick leave that is not substantiated by either of the above statements.
3. Leave not requested in advance will be approved only if I am satisfied that a real emergency prevented you from requesting the leave in advance. On such occasions, you must personally contact  (supervisor)  on each day of your absence within 1 hour of your posted schedule. Upon your return to duty, the request must be submitted in writing to me within 2 workdays, giving a documented justification. Requests for leave made during the same day in which you do not report for work will be denied if, in my judgment, no bona fide emergency exists, and you will be carried as AWOL.

4. Instances of tardiness will be charged to AWOL unless I determine that your reasons for being tardy warrant a change to annual leave, sick leave, or leave without pay (LWOP).
5. The granting of LWOP for personal or medical reasons is at the discretion of the Employer. Therefore, in cases where your attendance is continually unsatisfactory as a result of excessive use of LWOP, any requests for LWOP during this period will normally be disapproved.

Any unauthorized absence (AWOL) is a serious matter. Should you disregard these instructions or continue to abuse the leave regulations, you will provide a basis for disciplinary action.

You are advised to read Leave Administration Handbook; a copy is available for your review in the branch office. If you have any questions concerning the provisions of this letter, you should discuss with your supervisor, me, or contact the Employee and Labor Relations Section of the Human Resources Branch on 812-218-3321.

This letter of warning will not be placed in your Official Personnel Folder but it will be a matter of record in this office.

Sincerely,

(Name of Branch Chief)  
Chief, Tucson Telephone Center

Enclosure (Leave Analysis)

cc: Employee and Labor Relations Section  
File

I acknowledge receipt of this letter.

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Signature

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Date

**EXTENSION OF LEAVE RESTRICTION LETTER**

Date

Name of Employee  
Tucson Telephone Center  
National Processing Center  
Tucson, AZ 85706-5906

Dear Mr./Ms.:

On (Date), you were furnished a letter which placed you on leave restriction for 45 workdays because your attendance record was considered to be unsatisfactory. The letter outlined the leave restriction to be imposed.

A review of your leave during this period indicates that your leave usage has not improved as evidenced by your enclosed leave analysis. Therefore, your leave restriction is extended for an additional 45 workdays.

You are reminded that your continued absences may indicate a lack of dependability. Continued abuse will necessitate appropriate disciplinary action.

If there are factors in your case which you believe should be brought to my attention, they should be submitted in writing immediately.

Sincerely,

(Name of Branch Chief)  
Chief, Tucson Telephone Center

Enclosure (Leave Analysis)

cc: Employee and Labor Relations Section  
File

I acknowledge receipt of this letter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**LIFTING LEAVE RESTRICTION LETTER**

Date

Name of Employee  
Tucson Telephone Center  
National Processing Center  
Tucson, AZ 85706-5906

Dear Mr./Ms.:

A review has been made of your leave usage during your period of leave restriction. Your leave has improved to the point that lifting the leave restriction is warranted.

It is gratifying to note that your attendance record since (date) has improved. Therefore, you are notified that you will no longer be under leave restriction after (date) . It is hoped that the improvement in your attendance will continue.

Sincerely,

(Name of Branch Chief)  
Chief, Tucson Telephone Center

Enclosure (Leave Analysis)

cc: Employee and Labor Relations Section  
File

I acknowledge receipt of this letter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







## Request to Donate Annual Leave to Leave Recipient Under the Voluntary Leave Transfer Program

*Within  
Agency*

I request that annual leave be transferred to the leave account of an approved leave recipient. This recipient is not my immediate supervisor. As of the date indicated below, I have enough annual leave in my account to cover this amount. I understand that if I am projected to forfeit annual leave during this leave year, the amount of leave I am transferring may not exceed the number of hours remaining in the leave year for which I am scheduled to work. The amount of annual leave I am transferring also is not more than half the hours I will earn this year.

I understand that my decision to transfer leave is not revocable. If a sufficient balance of unused leave remains after the recipient's medical emergency has terminated, I can elect to have a pro-rated share returned to me during either the current leave year or the following leave year, or I can elect to donate my pro-rated share to another leave recipient. However, to do so, I must remain employed by a Federal agency and be subject to chapter 63 of title 5, United States Code.

I have not been directly or indirectly intimidated, threatened or coerced, or promised any benefit by any employee for the purpose of donating or using leave.

### ***To Be Completed By Leave Donor***

1. Name ( <i>Last, first, middle</i> )		2. Social Security Number	3. Employee Number
4a. Position title		4b. Pay plan	4c. Gradel pay level
5a. Name of organization (Agency, Department, Office, Division, Branch, etc.)			5b. Office telephone number
6. Amount of annual leave accrued as of end of last pay period	7. Amount of leave projected to forfeit this leave year as of end of last pay period	8. Amount of annual leave to be transferred	
9. Individual's name or identification number to whom leave is being donated			
10a. Signature			10b. Date signed

#### **Privacy Act Statement**

Participation in this program is voluntary; however, solicitation of this information is authorized under 5 U.S.C 6332. The information furnished will be used to identify records properly associated with the transfer of annual leave. It may also be disclosed to a national, State, or local law enforcement agency where there is an indication of a violation or potential violation of civil or criminal law, rule, or regulation; or to another agency or court when the Government is party to a suit. Public Law 104-134 (April 26, 1996) requires that any person doing business with the Federal Government furnish a social security number or tax identification number. This is an amendment to title 31, Section 7701. Furnishing the social security number, as well as other data, is voluntary, but failure to do so may delay or prevent action on the application. If your agency uses the information furnished on this form for purposes other than those indicated above, it may provide you with an additional statement reflecting those purposes.



# Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation

**U.S. Department of Labor**  
 Employment Standards Administration  
 Office of Workers' Compensation Programs

**Employee: Please complete all boxes 1 - 15 below. Do not complete shaded areas.**

**Witness: Complete bottom section 16.**

**Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.**

**Employee Data**

1. Name of employee (Last, First, Middle)			2. Social Security Number		
3. Date of birth Mo. Day Yr.	4. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	5. Home telephone	6. Grade as of date of injury Level Step		
7. Employee's home mailing address (Include city, state, and ZIP code)			8. Dependents <input type="checkbox"/> Wife, Husband <input type="checkbox"/> Children under 18 years <input type="checkbox"/> Other		

**Description of Injury**

9. Place where injury occurred (e.g. 2nd floor, Main Post Office Bldg., 12th & Pine)

10. Date injury occurred Mo. Day Yr.	Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	11. Date of this notice Mo. Day Yr.	12. Employee's occupation
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13. Cause of injury (Describe what happened and why)

14. Nature of injury (Identify both the injury and the part of body, e.g., fracture of left leg)	a. Occupation code	
	b. Type code	c. Source code
	OWCP Use - NOI Code	

**Employee Signature**

15. I certify, under penalty of law, that the injury described above was sustained in performance of duty as an employee of the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and the following, as checked below, while disabled for work:

- b. Continuation of regular pay (COP) not to exceed 45 days and compensation for wage loss if disability for work continues beyond 45 days. If my claim is denied, I understand that the continuation of my regular pay shall be charged to sick or annual leave, or be deemed an overpayment within the meaning of 5 USC 5584.
- a. Sick and/or Annual Leave

I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

**Signature of employee or person acting on his/her behalf** \_\_\_\_\_ **Date** \_\_\_\_\_

Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.

**Have your supervisor complete the receipt attached to this form and return it to you for your records.**

**Witness Statement**

16. Statement of witness (Describe what you saw, heard, or know about this injury)

Name of witness	Signature of witness	Date signed
Address	City	State ZIP Code

**Official Supervisor's Report: Please complete information requested below:**

**Supervisor's Report**

17. Agency name and address of reporting office (include city, state, and zip code)		OWCP Agency Code
		OSHA Site Code
ZIP Code		

18. Employee's duty station (Street address and ZIP code)

19. Employee's retirement coverage  CSRS  FERS  Other, (identify)

20. Regular work hours From: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. To: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	21. Regular work schedule <input type="checkbox"/> Sun. <input type="checkbox"/> Mon. <input type="checkbox"/> Tues. <input type="checkbox"/> Wed. <input type="checkbox"/> Thurs. <input type="checkbox"/> Fri. <input type="checkbox"/> Sat.
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22. Date of Injury Mo. Day Yr.	23. Date notice received Mo. Day Yr.	24. Date stopped work Mo. Day Yr. Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
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25. Date pay stopped Mo. Day Yr.	26. Date 45 day period began Mo. Day Yr.	27. Date returned to work Mo. Day Yr. Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
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28. Was employee injured in performance of duty?  Yes  No (If "No," explain)

29. Was injury caused by employee's willful misconduct, intoxication, or intent to injure self or another?  Yes (If "Yes," explain)  No

30. Was injury caused by third party? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," go to item 32.)	31. Name and address of third party (Include city, state, and ZIP code)
--	---

32. Name and address of physician first providing medical care (Include city, state, ZIP code)	33. First date medical care received Mo. Day Yr.
	34. Do medical reports show employee is disabled for work? <input type="checkbox"/> Yes <input type="checkbox"/> No

35. Does your knowledge of the facts about this injury agree with statements of the employee and/or witnesses?  Yes  No (If "No," explain)

36. If the employing agency controverts continuation of pay, state the reason in detail.	37. Pay rate when employee stopped work \$ Per
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**Signature of Supervisor and Filing Instructions**

38. A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact, etc., in respect of this claim may also be subject to appropriate felony criminal prosecution.

I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Name of supervisor (Type or print)	
Signature of supervisor	Date
Supervisor's Title	Office phone

39. Filing instructions  No lost time and no medical expense: Place this form in employee's medical folder (SF-66-D)  
 No lost time, medical expense incurred or expected: forward this form to OWCP  
 Lost time covered by leave, LWOP, or COP: forward this form to OWCP  
 First Aid Injury

## Instructions for Completing Form CA-1

Complete all items on your section of the form. If additional space is required to explain or clarify any point, attach a supplemental statement to the form. Some of the items on the form which may require further clarification are explained below.

### Employee (Or person acting on the employees' behalf)

#### 13) Cause of injury

Describe in detail how and why the injury occurred. Give appropriate details (e.g.: if you fell, how far did you fall and in what position did you land?)

#### 14) Nature of Injury

Give a complete description of the condition(s) resulting from your injury. Specify the right or left side if applicable (e.g., fractured left leg: cut on right index finger).

#### 15) Election of COP/Leave

If you are disabled for work as a result of this injury and filed CA-1 within thirty days of the injury, you may be entitled to receive continuation of pay (COP) from your employing agency. COP is paid for up to 45 calendar days of disability, and is not charged against sick or annual leave. If you elect sick or annual leave you may not claim compensation to repurchase leave used during the 45 days of COP entitlement.

### Supervisor

At the time the form is received, complete the receipt of notice of injury and give it to the employee. In addition to completing items 17 through 39, the supervisor is responsible for obtaining the witness statement in Item 16 and for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form should be sent to OWCP within 10 working days after it is received.

The supervisor should also submit any other information or evidence pertinent to the merits of this claim.

If the employing agency controverts COP, the employee should be notified and the reason for controversion explained to him or her.

#### 17) Agency name and address of reporting office

The name and address of the office to which correspondence from OWCP should be sent (if applicable, the address of the personnel or compensation office).

#### 18) Duty station street address and zip code

The address and zip code of the establishment where the employee actually works.

#### 19) Employers Retirement Coverage.

Indicate which retirement system the employee is covered under.

#### 30) Was injury caused by third party?

A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the injury. For instance, the driver of a vehicle causing an accident in which an employee is injured, the owner of a building where unsafe conditions cause an employee to fall, and a manufacturer whose defective product causes an employee's injury, could all be considered third parties to the injury.

#### 32) Name and address of physician first providing medical care

The name and address of the physician who first provided medical care for this injury. If initial care was given by a nurse or other health professional (not a physician) in the employing agency's health unit or clinic, indicate this on a separate sheet of paper.

#### 33) First date medical care received

The date of the first visit to the physician listed in item 31.

#### 36) If the employing agency controverts continuation of pay, state the reason in detail.

COP may be controverted (disputed) for any reason; however, the employing agency may refuse to pay COP only if the controversion is based upon one of the nine reasons given below:

- a) The disability was not caused by a traumatic injury.
- b) The employee is a volunteer working without pay or for nominal pay, or a member of the office staff of a former President;
- c) The employee is not a citizen or a resident of the United States or Canada;
- d) The injury occurred off the employing agency's premises and the employee was not involved in official "off premise" duties;
- e) The injury was proximately caused by the employee's willful misconduct, intent to bring about injury or death to self or another person, or intoxication;
- f) The injury was not reported on Form CA-1 within 30 days following the injury;
- g) Work stoppage first occurred 45 days or more following the injury;
- h) The employee initially reported the injury after his or her employment was terminated; or
- i) The employee is enrolled in the Civil Air Patrol, Peace Corps, Youth Conservation Corps, Work Study Programs, or other similar groups.

### Employing Agency - Required Codes

#### Box a (Occupation Code), Box b (Type Code), Box c (Source Code), OSHA Site Code

The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, "Recordkeeping and Reporting Guidelines."

#### OWCP Agency Code

This is a four-digit (or four digit plus two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.

**Benefits for Employees under the Federal Employees' Compensation act (FECA)**

The FECA, which is administered by the Office of Workers' Compensation Programs (OWCP), provides the following benefits for job-related traumatic injuries:

- (1) Continuation of pay for disability resulting from traumatic, job-related injury, not to exceed 45 calendar days. (To be eligible for continuation of pay, the employee, or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of the CA-1. Where the employing agency continues the employee's pay, the pay must not be interrupted unless one of the provision's outlined in 20 CFR 10.222 apply.
- (2) Payment of compensation for wage loss after the expiration of COP, if disability extends beyond such point, or if COP is not payable. If disability continues after COP expires, Form CA-7, with supporting medical evidence, must be filed with OWCP. To avoid interruption of income, the form should be filed on the 40th day of the COP period.
- (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious defringement of the head, face, or neck.
- (4) Vocational rehabilitation and related services where directed by OWCP.
- (5) All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employee's home is a reasonable distance to travel for medical care.

An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to use leave.

For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Chapter 20, Part 10) or pamphlet CA-810.

**Privacy Act**

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), you are hereby notified that: (1) The Federal Employees' Compensation Act, as amended and extended (5 U.S.C. 8101, et seq.) (FECA) is administered by the Office of Workers' Compensation Programs of the U.S. Department of Labor, which receives and maintains personal information on claimants and their immediate families. (2) Information which the Office has will be used to determine eligibility for and the amount of benefits payable under the FECA, and may be verified through computer matches or other appropriate means. (3) Information may be given to the Federal agency which employed the claimant at the time of injury in order to verify statements made, answer questions concerning the status of the claim, verify billing, and to consider issues relating to retention, rehire, or other relevant matters. (4) Information may also be given to other Federal agencies, other government entities, and to private-sector agencies and/or employers as part of rehabilitative and other return-to-work programs and services. (5) Information may be disclosed to physicians and other health care providers for use in providing treatment or medical/vocational rehabilitation, making evaluations for the Office, and for other purposes related to the medical management of the claim. (6) Information may be given to Federal, state and local agencies for law enforcement purposes, to obtain information relevant to a decision under the FECA, to determine whether benefits are being paid properly, including whether prohibited dual payments are being made, and, where appropriate, to pursue salary/administrative offset and debt collection actions required or permitted by the FECA and/or the Debt Collection Act. (7) Disclosure of the claimant's social security number (SSN) or tax identifying number (TIN) on this form is mandatory. The SSN and/or TIN, and other information maintained by the Office, may be used for identification, to support debt collection efforts carried on by the Federal government, and for other purposes required or authorized by law. (8) Failure to disclose all requested information may delay the processing of the claim or the payment of benefits, or may result in an unfavorable decision or reduced level of benefits.

**Note: This notice applies to all forms requesting information that you might receive from the Office in connection with the processing and adjudication of the claim you filed under the FECA.**

**Receipt of Notice of Injury**

This acknowledges receipt of Notice of Injury sustained by (Name of injured employee)

Which occurred on (Mo., Day, Yr.)

At (Location)

Signature of Official Superior

Title

Date (Mo., Day, Yr.)



Employee: Please complete all boxes 1 - 18 below. Do not complete shaded areas.  
Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a. b. and c.

**Employee Data**

1. Name of employee (Last, First, Middle)				2. Social Security Number	
3. Date of birth MO. Day Yr. 	4. Sex	5. Home telephone ( )	6. Grade as of date of last exposure Level Step		
7. Employee's home mailing address (Include city, state, and ZIP code)				6. Dependents <input type="checkbox"/> Wife, Husband <input type="checkbox"/> Children under 18 years <input type="checkbox"/> Other	

**Claim Information**

9. Employee's occupation		a. Occupation code
10. Location (address) where you worked when disease or illness occurred (Include city, State, and ZIP code)		ii. Date you first became aware of disease or illness MO. Day Yr. 
12. Date you first realized the disease or illness was caused or aggravated by your employment MO. Day Yr. 	13. Explain the relationship to your employment, and why you came to this realization	

14. Nature of disease or illness	OWCP Use - NOI Code	
	b. Type code	c. Source code

15. If this notice and claim was not filed with the employing agency within 30 days after date shown above in item #12, explain **the reason for the** delay.

16. If the statement requested in item 1 of the attached instructions is not submitted with this form, explain reason for delay.

17. If the medical reports requested in item 2 of attached instructions are not submitted with this form, explain reason for delay.

**Employee Signature**

18. I certify, under penalty of law, that the disease or illness described above was the result of my employment with the United States Government, and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and other benefits provided by the Federal Employees' Compensation Act.

I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

Signature of employee or person acting on his/her behalf \_\_\_\_\_ Date \_\_\_\_\_

Have your supervisor complete the receipt attached to this form and return it to you for your records.

Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.

**Official Supervisor's Report of Occupational Disease: Please complete information requested below**

**Supervisor's Report**

19. Agency name and address of reporting office (Include city, state, and ZIP Code)	OWCP Agency Code
	OSHA Site Code
ZIP Code	

20. Employee's duty station (Street address and ZIP Code) ZIP Code

21. Regular work hours From: <input type="checkbox"/> a.m. To: <input type="checkbox"/> a.m. : <input type="checkbox"/> p.m.           : <input type="checkbox"/> p.m.	22. Regular work schedule <input type="checkbox"/> Sun. <input checked="" type="checkbox"/> Mon. <input type="checkbox"/> Tues. <input type="checkbox"/> Wed. <input type="checkbox"/> Thurs. <input type="checkbox"/> Fri. <input type="checkbox"/> Sat.
---	---

23. Name and address of physician first providing medical care (include city, state, ZIP code)	24. First date medical care received <span style="float: right;">Day Yr.</span> _____
	25. Do medical reports show employee is disabled for work? <input type="checkbox"/> Yes <input type="checkbox"/> No

26. Date employee first reported condition to supervisor Mo. Day Yr. _____	27. Date and hour employee stopped work Mo. Day Yr. _____ Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
---	--	--

28. Date and hour employee's pay stopped Mo. Day Yr. _____ Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	29. Date employee was last exposed to conditions alleged to have caused disease or illness Mo. Day Yr. _____
--	---

30. Date returned to work MO. Day Yr.  a.m.  p.m.  
 \_\_\_\_\_ Time : \_\_\_\_\_

31. If employee has returned to work and work assignment has changed, describe new duties

32. Employee's Retirement Coverage  CSRS  FERS  Other, (Specify)

33. Was injury caused by third party? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," go to Item 34.	34. Name and address of third party (include city, state, and ZIP code) _____ _____ _____
--	--

**Signature of Supervisor**

35. A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact, etc., in respect to this Claim may also be subject to appropriate felony criminal prosecution.

I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

\_\_\_\_\_  
 Name of Supervisor (Type or print)

\_\_\_\_\_  
 Signature of Supervisor Date

\_\_\_\_\_  
 Supervisor's Title Office phone

## INSTRUCTIONS FOR COMPLETING FORM CA-2

Complete all items on your section of the form. If additional space is required to explain or clarify any point, attach a supplemental statement to the form. In addition to the information requested on the form, both the employee and the supervisor are required to submit additional evidence as described below. If this evidence is not submitted along with the form, the responsible party should explain the reason for the delay and state when the additional evidence will be submitted.

### Employee (or person acting on the employee's behalf)

Complete items 1 through 18 and submit the form to the employee's supervisor along with the statement and medical reports described below. Be sure to obtain the Receipt of Notice of Disease or Illness completed by the supervisor at the time the form is submitted.

#### 1) Employee's statement

In a separate narrative statement attached to the form, the employee must submit the following information:

- a) A detailed history of the disease or illness from the date it started.
- b) Complete details of the conditions of employment which are believed to be responsible for the disease or illness.
- c) A description of specific exposures to substances or stressful conditions causing the disease or illness, including locations where exposure or stress occurred, as well as the number of hours per day and days per week of such exposure or stress.
- d) Identification of the part of the body affected. (If disability is due to a heart condition, give complete details of all activities for one week prior to the attack with particular attention to the final 24 hours of such period.)
- e) A statement as to whether the employee ever suffered a similar condition. If so, provide full details of onset, history, and medical care received, along with names and addresses of physicians rendering treatment.

#### 2) Medical report

- a) Dates of examination or treatment.
- b) History given to the physician by the employee.
- c) Detailed description of the physician's findings.
- d) Results of x-rays, laboratory tests, etc.
- e) Diagnosis.
- f) Clinical course of treatment.
- g) Physician's opinion as to whether the disease or illness was caused or aggravated by the employment, along with an explanation of the basis for this opinion. (Medical reports that do not explain the basis for the physician's opinion are given very little weight in adjudicating the claim.)

#### 3) Wage loss

If you have lost wages or used leave for this illness, Form CA-7 should also be submitted.

### Supervisor (Or appropriate official in the employing agency)

At the time the form is received, complete the Receipt of Notice of Disease or Illness and give it to the employee. In addition to completing items 19 through 34, the supervisor is responsible for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form must be sent to OWCP within ten working days after it is received. In a separate narrative statement attached to the form, the supervisor must:

- a) Describe in detail the work performed by the employee. Identify fumes, chemicals, or other irritants or situations that the employee was exposed to which allegedly caused the condition. State the nature, extent, and duration of the exposure, including hours per days and days per week, requested above.
- b) Attach copies of all medical reports (including x-ray reports and laboratory data) on file for the employee.
- c) Attach a record of the employee's absence from work caused by any similar disease or illness. Have the employee state the reason for each absence.
- d) Attach statements from each co-worker who has first-hand knowledge about the employee's condition and its cause. (The co-workers should state how such knowledge was obtained.)
- e) Review and comment on the accuracy of the employee's statement requested above.

The supervisor should also submit any other information or evidence pertinent to the merits of this claim.

### Item Explanations: Some of the items on the form which may require further clarification are explained below.

#### 14. Nature of the disease or illness

Give a complete description of the disease or illness. Specify the left or right side if applicable (e.g., rash on left leg; carpal tunnel syndrome, right wrist).

#### 20. Employee's duty station, street address and ZIP code

The street address and zip code of the establishment where the employee actually works.

#### 24. First date medical care received

The date of the first visit to the physician listed in item 23.

#### 33. Was the injury caused by third party?

A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the disease. For instance, manufacturer of a chemical to which an employee was exposed might be considered a third party if improper instructions were given by the manufacturer for use of the chemical.

#### 19. Agency name and address of reporting office

The name and address of the office to which correspondence from OWCP should be sent (if applicable, the address of the personnel or compensation office).

#### 23. Name and address of physician first providing medical care

The name and address of the physician who first provided medical care for this injury. If initial care was given by a nurse or other health professional (not a physician) in the employing agency's health unit or clinic, indicate this on a separate sheet of paper.

#### 32. Employee's Retirement Coverage.

Indicate which retirement system the employee is covered under.

### Employing Agency - Required Codes

#### Box a (Occupational Code), Box b, (Type Code), Box c (Source Code), OSHA Site Code

The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, Record Keeping and Reporting Guidelines.

#### OWCP Agency Code

This is a four digit (or four digit two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.

The FECA, which is administered by the Office of Workers' Compensation Programs (OWCP), provides the following general benefits for employment-related occupational disease or illness:

- (1) Full medical care from either Federal medical officers and hospitals, or private hospitals or physicians of the employee's choice.
- (2) Payment of compensation for total or partial wage loss.
- (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious disfigurement of the head, face, or neck.
- (4) Vocational rehabilitation and related services where necessary.

The first three days in a non-pay status are waiting days, and no compensation is paid for these days unless the period of disability exceeds 14 calendar days, or the employee has suffered a permanent disability. Compensation for total disability is generally paid at the rate of  $\frac{2}{3}$  of an employee's salary if there are no dependents, or  $\frac{3}{4}$  of salary if there are one or more dependents.

An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to use leave.

If an employee is in doubt about compensation benefits, the OWCP District Office servicing the employing agency should be contacted. (Obtain the address from your employing agency.)

For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Title 20, Chapter 1) or Chapter 810 of the Office of Personnel Management's Federal Personnel Manual.

#### Privacy Act

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), you are hereby notified that: (1) The Federal Employees' Compensation Act, as amended (5 U.S.C. 8101, et seq.) (FECA) is administered by the Office of Workers' Compensation Programs of the U.S. Department of Labor, which receives and maintains personal information on claimants and their immediate families. (2) Information which the Office has will be used to determine eligibility for and the amount of benefits payable under the FECA, and may be verified through computer matches or other appropriate means. (3) The information may be given to the Federal agency which employed the claimant at the time of injury in order to verify statements made, answer questions concerning the status of the claim, verify billing, and to consider issues relating to retention, rehire, or other relevant matters. (4) The information may also be given to Federal agencies, other government entities, and to private-sector agencies and/or employers as part of rehabilitative and other return-to-work programs and services. (5) Information may be disclosed to physicians and other health care providers for use in providing treatment or medical/vocational rehabilitation, making evaluations for the Office, and for other purposes related to the medical management of the claim. (6) Information may be given to Federal, state and local agencies for law enforcement purposes, to obtain information relevant to a decision under the FECA, to determine whether benefits are being paid properly, including whether prohibited dual payments are being made, and, where appropriate, to pursue salary/administrative offset and debt collection actions required or permitted by the FECA and/or the Debt Collection. (7) Disclosure of the claimant's social security number (SSN) or tax identifying number (TIN) on this form is mandatory. The SSN and/or TIN, and other information maintained by the Office, may be used for identification, to support debt collection efforts carried on by the Federal government, and for other purposes required or authorized by law. (8) Failure to disclose all requested information may delay the processing of the claim or the payment of benefits, or may result in an unfavorable decision or reduced level of benefits.

#### Receipt of Notice of Occupational Disease or Illness

This acknowledges receipt of notice of disease or illness sustained by:  
(Name of injured employee)

I was first notified about this condition on (Mo., Day, Yr.)

At (Location)

Signature of Official Superior

Title

Date (Mo., Day, Yr.)

This receipt should be retained by the employee as a record that notice was filed.

**U. S. Census Bureau  
National Processing Center  
Employee Performance Appraisal Plan**

<b>Name:</b>	<b>SSN#</b>
<b>Title/Series/Grade :</b>	
<b>(Organization)</b>	
<b>Period covered:</b>	<b>To:</b>

**CERTIFICATION**

	<b>Rating Official Signature/date</b>	<b>Reviewing Official Signature/date</b>	<b>Employee * Signature/date</b>
<b>Plan Received</b>			
<b>Final Rating</b>			

\*Employee's signature indicates discussions only. The signature does not reflect agreement or disagreement with supervisory judgement. Employee may attach comments on a separate sheet for the record.

<b>Employee comments attached: Yes _____ No _____</b>
---

<b>RATING OF RECORD</b>
-------------------------

**Employee Meets or Exceeds Expectations \_\_\_\_\_**

**Employee Does Not Meet Expectations \_\_\_\_\_**

**An employee who does not meet expectations will be placed on a Performance Opportunity Period (POP) to attempt to raise performance to the Meets or Exceeds Expectations level. Failure to successfully complete the POP may result in reassignment, demotion or removal.**

Privacy Act statement: Disclosure of your Social Security Number on this form is voluntary. The number is linked with your name in the official records system to ensure unique identification of your records. The Social Security number will be used solely to ensure accurate entry of your performance rating into the automated record system.

# PERFORMANCE PLAN

NAME OF EMPLOYEE	ORGANIZATION - BR/SECTION/UNIT
------------------	--------------------------------

## CRITICAL OBJECTIVES

Describe the critical objectives. For each objective, list the major activities associated with the performance of that objective. Examples might include completing a specified number of projects, meeting established deadlines and other information to convey objectives specifically and clearly. Objectives should be stated at a level that meets or exceeds expectations.

## ADDITIONAL OBJECTIVES

List any additional objective(s) and associated activities that the employee may be asked to perform but are not critical to the position. These additional objectives reflect activities important to the organization. While additional objectives **will not be used to derive a final rating**, they may be used for other purposes, such as recognizing team participation and noting special assignments.

## Periodic Progress Review Communication Worksheet

**ACHIEVEMENTS/STRENGTHS OBSERVED:** Be specific and relate to performance objectives whenever possible. Address strengths or improvements during the rating period which contributed most to a job well done.

**RECOMMENDATIONS FOR EMPLOYEE IMPROVEMENT, GROWTH AND DEVELOPMENT:** Address areas in which the employee could improve performance. Identify areas where employee growth and development are desirable and strategies for gaining greater skills leading to higher quality work and/or advancement.

	<b>Employee initial/date</b>	<b>Rating Official initial/date</b>	<b>Reviewing Official initial/date</b>
<b>First Periodic Review</b>			
<b>Second Periodic Review</b>			
<b>Third Periodic Review (optional)</b>			

### **FINAL NARRATIVE SUMMARY**

The narrative should describe and summarize the employee=s performance during the rating year.



**THE  
MERIT ASSIGNMENT PLAN**

**U.S. BUREAU OF THE CENSUS  
NATIONAL PROCESSING CENTER  
TUCSON TELEPHONE CENTER  
TUCSON, ARIZONA**



## TABLE OF CONTENTS

SECTION	TITLE	PAGE
A	Policy. ....	1
B	Coverage. ....	1
C	Applicability of Competitive Assignment Procedures. ....	1
D	Career Promotions . ....	2
E	Promotions Not Requiring Competition. ....	3
F	Other Promotion Action Procedures . ....	5
G	Areas of Consideration. ....	5
H	Method of Locating Candidates . ....	6
I	Qualification Standards . ....	7
J	Basis of Evaluating Candidates. ....	8
K	Factors for Evaluating Candidates . ....	9
L	Career-Ladder Promotions. ....	9
M	Merit Promotion Certificate . ....	10
N	Selecting Officials' Responsibilities . ....	10
O	Rescission of Temporary Promotions. ....	11
P	Release of Employees. ....	11
Q	Employee Responsibilities, Rights, and Information. ....	11
R	Complaints. ....	12
S	Violations. ....	13
Appendix I	Glossary	I-1
Appendix II	Career-Ladder Positions	II-1

Appendix III	Point System for Evaluating Candidates Under the Merit Assignment Plan	III-1
Appendix IV	Tucson Telephone Center Accepted Positions and Competitive Position	IV-1

(A) **POLICY**

In conformance with the Civil Service Reform Act of 1978, the policy of the National Processing Center (NPC), Tucson Telephone Center (TTC), is to provide for qualified internal or external candidates to compete equitably for assignment opportunities either concurrently or separately in accordance with Federal Merit Promotion Policy.

In accordance with 5 Code of Federal Regulations (CFR) Part 335, Management has the right to select or to not select from a group of the best qualified candidates. Management has the right to select from other appropriate sources, such as reemployment priority lists, reinstatements, transfers, Selective Placement Program, Special Appointing Authorities for Veterans eligibles, or those within reach on an appropriate certificate, and may decide which source or sources to use when filling vacancies. In deciding which source(s) to use, the Agency has the obligation to determine which source is most likely to meet the Agency mission objectives, contribute fresh ideas and new viewpoints, and meet the Agency's affirmative employment goals.

The NPC TTC Merit Assignment Plan (MAP) will provide advancement and development opportunities for NPC employees and bring highly qualified candidates to the attention of Management in an equitable, systematic, and timely manner.

All vacancies subject to competition by this Plan shall be filled from among the best-qualified candidates available on the basis of merit, fitness, and qualifications without regard to race, color, religion, national origin, marital status, sex, age, non-disqualifying physical or mental disability, political or labor organization affiliation, sexual orientation, or personal favoritism except as may be authorized or required by law, regulations, or bona fide qualification requirements.

(B) **COVERAGE**

This Plan applies to all promotions GS-3 trainee - GS-14 (or equivalent) assignments to positions with known promotion potential, and other personnel actions involving advancement in competitive service positions and excepted service positions (Schedule A appointments under Code of Federal Regulations, Section 213.3114) in NPC as stated in this section. A promotion is a change of an employee to a higher grade or to a position with a higher rate of compensation. At the discretion of the Chief, Human Resources Branch, vacancies that are not subject to the merit assignment program procedures of this Plan may be made subject to them to allow for increased competition or publicity.

(C) **APPLICABILITY OF COMPETITIVE ASSIGNMENT PROCEDURES**

The competitive assignment procedures of this Plan apply to the following actions:

- (1) Selection of an employee for promotion;
- (2) Reassignment of an employee from a non-supervisory position to a supervisory position at the employee's permanent grade (except employees who have

previously held a supervisory position);

- (3) Selection for detail of more than 120 days to (a) a higher-graded position, or (b) a position with greater known promotion potential than the employee's current career promotion eligibility level;
- (4) Selection for voluntary demotion or reassignment of a Federal employee to a position with known promotion potential above that which the employee held in the last non-temporary Federal position prior to the current personnel action;
- (5) Selection of an employee for any training that is required before an employee may be considered for a promotion; such training includes that which is part of an upward mobility training agreement or any other training agreement that leads to promotion;
- (6) Selection of a candidate from another Federal agency for transfer to a higher-graded position than previously held;
- (7) Reinstatement of a candidate to a permanent or temporary position at a higher grade than previously held in a non-temporary position in the competitive service; and
- (8) Selection of a candidate from another Federal agency for lateral transfer to a position with a full performance level (FPL) at a higher grade than (a) the FPL of the employee's current position, or (b) the highest actual grade the employee previously held.

Some vacancies are not filled through the Merit Assignment Plan, but by other means, such as reassignment, reinstatement, new appointment, on a priority basis from the Department of Commerce priority placement program or reemployment priority list, or the Career Transition Assistance Program (CTAP) or the Interagency Career Transition Assistance Program (ICTAP).

**(D) CAREER PROMOTIONS**

A career promotion is the promotion of an employee without current competition under the procedure prescribed in this Plan when:

- (1) competition was held at an earlier stage satisfying the requirements of merit principles, or
- (2) the employee's position is reclassified at a higher grade because of the accretion of additional duties and responsibilities or the issuance of a new Office of Personnel Management (OPM) classification standard.

Career promotions may be made if the employee was selected originally from an OPM inventory of eligibles or through competitive merit assignment program procedures, and

the fact that the initial selection could lead to promotion was made known to all potential candidates. Career promotions may be made in connection with:

- (1) **Career-Ladder Positions.** A career promotion of an employee up to the full performance level in the career ladder of a specific occupation. Employees in career ladder jobs are given grade-building experience. Employees may be promoted as they demonstrate ability to perform at the next higher level in accordance with time-in-grade regulation. Sufficient work at the full performance level must be available for all employees in this group. A list of all career-ladder positions at NPC TTC will be posted on all vacancy announcement boards and is Appendix II of this Plan. (See Section L.)
- (2) **Positions Filled Below the Established or Anticipated Grade.** A career promotion of an employee in a position that was filled below the established or anticipated grade.
- (3) **Trainee Positions.** A career promotion of an employee in a trainee position upon the satisfactory completion of the training period. A trainee position is one involving a well-defined training program of a definite duration and the performance of assigned tasks, on a rotating or non-rotating basis, under close guidance and instruction with promotion scheduled upon satisfactory completion of the training period.
- (4) **Training Agreement Positions.** A career promotion of an employee who satisfactorily completes training under a formal training or executive development agreement.
- (5) **Apprentice Positions.** A career promotion of an apprentice in a recognized trade or craft through the various phases of his/her apprentice program up to and including assignment to the full performance level position.
- (6) **Understudy Positions.** A career promotion of an employee from an understudy position when the target position is vacated. An understudy is an employee selected to be trained to assume the duties of a position scheduled to be vacated in a definite period of time, normally 1 year or less.

(E) **PROMOTIONS NOT REQUIRING COMPETITION**

- (1) There are limited situations involving promotion in which the competitive procedures of this Plan need not be followed:
  - (a) Promotion of an incumbent to a position which is upgraded without significant change in duties and responsibilities on the basis of either the application of a new classification standard or the correction of a classification error;
  - (b) Promotion resulting in an employee's position being reclassified at a

higher grade because of additional duties and responsibilities;

- (c) Non-temporary re-promotion to a position at any grade up to the highest grade previously held on a permanent basis under career or career-conditional appointment, provided the employee was not demoted or separated from that grade because of deficiencies in performance or “for cause” reasons;
  - (d) An increase in rate of pay which is incidental to a reduction-in-force action, when the increase does not result from the Agency’s voluntary placement of the employee in a higher grade or rate of pay for the purpose of avoiding adverse effects;
  - (e) Temporary promotion to a higher grade for 120 days or less (includes both non-supervisory and supervisory positions); and
  - (f) Promotion if determined to be due relief after failure to afford the employee proper consideration in a promotion action.
- (2) The competitive assignment procedures of this Plan do not apply to the following actions:
- (a) **Involuntary Demotions from Permanent Positions.** Special promotion or reassignment (with promotion potential) consideration for permanent assignment is extended to employees covered by this Plan who have been involuntarily demoted from permanent positions for other than personal cause, if Management does not elect to reassign some other permanent employee of the same grade level. Employees are entitled to this special promotion or reassignment consideration
    - (1) in advance of any efforts to identify or select candidates for any vacancy (except as noted above),
    - (2) when qualified at the former grade (or any intervening grade but not for positions with promotion potential beyond that which the employees had in the previous position), and
    - (3) for a period of 2 years from date of demotion or reemployment, without again competing with other candidates in accordance with the requirements of this Plan. The selecting official is not required to select these employees but must justify in writing to the Chief, Human Resources Branch, reasons for non-selection. There is no limit to the number of times this special consideration will be afforded an employee during the 2-year eligibility period.
  - (b) **Priority Consideration.** If an employee fails to receive proper selection consideration in a promotion action, the employee must be provided the

selection consideration lost for the next appropriate vacancy (i.e., identical pay plan, tenure (temporary/career-conditional/career), title, series, grade, night shift/day shift, etc.). The vacancy must be in the same employment status (seasonal, part-time, intermittent, year-round) as that of the position for which selection consideration was lost. This consideration must be given concurrently with any other employees with similar entitlement to this provision as an exception to the regular competitive promotion procedures in this Plan. Employees entitled to this consideration receive it before a vacancy is advertised. For further consideration for a vacancy, these employees must apply and compete. An employee is entitled to only one priority consideration for each instance of selection consideration lost. The selecting official is not required to select the employee, but must be prepared to discuss with the employee the reason for non-selection.

- (c) **Temporary Promotions that Become Permanent at a Later Date.** Competitive promotion procedures apply in making a temporary promotion permanent unless the temporary promotion was made initially under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates.

(F) **OTHER PROMOTION ACTION PROCEDURES**

- (1) Promotions to positions in the Senior Executive Service are covered by specific legislation governing assignment to these positions.
- (2) Employees with a disability who are on Schedule A appointments, Section 213.3102(t) and 213.3102(u), Veterans eligible for Veterans Recruitment Appointment (VRA) or Veterans Employment Opportunities Act (VEOA) may be considered under the Plan. Qualified candidates on Schedule A, VRA, or VEOA appointments will be indicated as such on the Merit Program Certificate. If a Schedule A or VRA employee is selected, the position will be excepted from the competitive service.

(G) **AREAS OF CONSIDERATION**

- (1) The minimum area of consideration for vacancies at grade 12 and below will be the NPC TTC employees within the local commuting area. The minimum area of consideration may be extended whenever at least three qualified candidates cannot be located, unless it is determined unlikely that an extension would result in identification of additional qualified candidates. When only one or two highly qualified candidates are produced in a specific promotion action, the selecting official may choose one of them. The area may be extended to all U.S. Census Bureau employees, regardless of location, and to all Department of Commerce activities worldwide.
- (2) The minimum area of consideration for positions at grade 13 (and equivalent pay-rate positions) will be U.S. Census Bureau-wide. When only one or two qualified candidates are produced in a specific promotion action, the selecting

official may choose one of them. The area of consideration may be extended to all Department of Commerce activities worldwide.

- (3) The minimum area of consideration for positions at grade 14 and grade 15 (and equivalent pay-rate positions) will normally be all Department of Commerce activities worldwide.

**(H) METHOD OF LOCATING CANDIDATES**

- (1) **Vacancy Announcements – NPC TTC.** Vacancy announcements will be used to locate candidates for bargaining unit positions within the NPC TTC. When filling career-ladder positions, the provisions of Section L will apply.
  - (a) The vacancy announcement will include information that will enable the applicant to know who may apply as specified by the area of consideration, the duties of the job, the qualifications (including selective placement factors, if any), ranking factors, if any, what evaluation methods are to be used, and what the applicant must do in order to apply. All vacancy announcements must specify the sources from which applications will be accepted (e.g., NPC TTC, status, non-status, or all applicants, etc.).
  - (b) Vacancy announcements for GS-3 trainees - GS-12 (or equivalent) shall remain posted at least 6 full workdays (no grace day). Vacancy announcements for GS-13 - GS-14 (or equivalent) shall remain posted for 15 full workdays. Applications for particular vacancies must be received in the Human Resources Branch no later than close of business (i.e., 5 p.m.) on the closing date of the vacancy announcement (no grace day). All applicants must ensure that their complete application reaches the Human Resources Branch no later than the closing date of the announcement. Applications received after that time will not be considered. The time frame may be reduced to 4 full workdays to meet specific agency needs resulting from a situation beyond the division's reasonable ability to anticipate or control. Advance notification will be provided to the Union when this occurs. The vacancy announcement will clearly indicate that it is being posted for 4 full workdays only. The reduced posting period will be stated above the closing date on the vacancy announcement.
  - (c) Vacancy announcements without specific closing dates (open vacancies) may be used to advertise recurring vacancies or vacancies for which recruitment is expected to be difficult. When a sufficient number of candidates make application for consideration, a promotion certificate may be established. A promotion certificate cannot be established prior to the normal posting period of 6 full workdays (no grace day). Certain vacancies may be posted by series and grade only, and not by lowest organizational unit (when multiple vacancies exist within the division,

branch, or project area).

- (d) Employees who are interested in being considered for a particular vacancy must submit a Merit Program Interest Statement (CD-261) and, if applicable, a copy of Post-High School Transcript and a Quality of Experience Factor Statement/Merit Assignment Application for General Schedule Positions (NPC-461/NPC-461A), or the appropriate Job Element Questionnaire (JEQ)(NPC-146/NPC-146B). Applications from NPC TTC employees must be received in the Human Resources Branch no later than close of business (i.e., 5 p.m.) on the closing date of the vacancy announcement. There is no grace day.
- (e) Employees must make a specific written request to the Human Resources Branch for consideration for any vacancy for which they qualify that might occur during their absence (e.g., training, annual or sick leave, or nonpay status). An employee absent on leave for 5 or more consecutive workdays should complete a Request for Job Consideration. It is the employee's responsibility to complete a Merit Program Interest Statement/Merit Assignment Application for General Schedule Positions, (CD-261), Quality of Experience Factor Statement (NPC-461/NPC-461A), or a JEQ (NPC-146/NPC-146B), if applicable, in order to receive full credit for quality ranking factors or qualifying wage-grade experience for a specific vacancy.
- (f) If one or two highly qualified candidates are located in the initial area of consideration and the selecting official wishes to make a selection from them, that may be done. If fewer than three qualified candidates are located for a particular vacancy, consideration may be given to expanding the area by re-advertising the vacancy or other recruitment method.

- (2) **Outside Applicants.** Candidates from outside the Department of Commerce, who are available, constitute another source of candidates and may be considered under this Plan by submitting an SF-171 (Application for Federal Employment), OF-612 (Optional Application for Federal Employment) or a resume, an SF-50 (Notification of Personnel Action) showing status, a college transcript, and any other appropriate documents required.

(I) **QUALIFICATION STANDARDS**

- (1) Applicants must meet all the eligibility requirements (e.g., time-in-grade and qualification requirements) by the closing date of the vacancy announcement. Candidates who do not meet eligibility requirements by the closing date of the announcement will not be considered. (For open vacancy announcements, eligibility must be met by the date the selecting official requests a certificate.)
- (2) The minimum qualification standards prescribed by the Department of

Commerce or the Office of Personnel Management (OPM), including provisions for authorized written tests and appropriate selective factors, will be used to determine basic eligibility of candidates for merit assignment consideration. Candidates may review the standards contained in the OPM Qualification Standards Handbook, X-118C - Internal Qualification Guides for Trades and Labor Jobs, and other official references by contacting the Human Resources Branch. Selective factors representing qualifications essential for successful performance in a position are a part of the minimum qualification standards and will be listed on vacancy announcements.

(J) **BASIS OF EVALUATING CANDIDATES**

The basis of evaluating candidates are quality of experience, education, training, creditable awards, and self-developmental outside activities.

- (1) **General Schedule Positions.** For each vacancy, job-related ranking factors will be the means of determining the applicant's "quality" of experience. Ranking factors must be relevant to the duties of the job as described in the position description and be properly linked to the elements of the proposed GWFPA Plan for the position to be filled. Factors will be identified by Management and listed on the vacancy announcement. Employees must submit a Merit Program Interest Statement (CD-261) and a completed Quality of Experience Factor Statement/Merit Assignment Application for General Services Positions (NPC-461/NPC-461A) explaining through job-related experiences or education how they meet the ranking factors in the vacancy announcement. The employee or applicant must specify the experience that is related to a particular ranking factor. In addition to listing experience related to the factors, employees should include any job-related education, training, and self-developmental activities that are relevant to the quality ranking factors. Experienced employees who have knowledge of the work assess the qualifications of applicants. (NOTE: On trainee positions, ranking factors will not be used, but employees must submit a CD-261.) Falsification of any information submitted will disqualify the applicant and may result in appropriate disciplinary action.
- (2) **Wage System Positions.** For each vacancy, JEQs will be the means of determining the applicants' basic qualifications as well as their "quality" of experience, job-related education, training, and outside self-developmental activities. Applicants must submit a CD-261 Interest Statement and complete the appropriate JEQ (NPC-146/NPC-146B) for each position for which they wish to be considered. All JEQs must be submitted to the Human Resources Branch by the closing date of the vacancy announcement no later than close of business (i.e., 5 p.m.). Falsification of any information submitted will disqualify the applicant and may result in appropriate disciplinary action. Qualified candidates are assigned points in accordance with a scoring procedure established by OPM.

Evaluations of the quality of a candidate's experience will be accomplished through a procedure called Job Element Rating. Guidelines for developing a JEQ and crediting plan are found in the X-118C - Internal Qualification Guides for Trades and Labor Jobs. The job element method is used to match the applicant's qualifications against work requirements called job elements. A panel of experienced employees who have knowledge of the work assist in the identification of those job elements necessary for success on a particular job. Of the elements selected for every job, there are one or more elements called screen-out elements that are essential for successful job performance. The screen-out element, which is mandatory for the position, will be identified on the vacancy announcement. Failure to meet the minimum score on screen-out will disqualify the applicant for consideration. Applicants for wage-schedule jobs must complete JEQs designed to elicit information about the degree to which they meet specific job elements. Evaluation of applicants is based on a crediting plan for the position.

- (3) **Supervisory Positions.** A panel of experienced employees will be used in the evaluation process when the position to be filled is supervisory.

**(K) FACTORS FOR EVALUATING CANDIDATES**

- (1) Quality of experience, education, training, and self-development (determined by ranking factors for General Schedule positions and JEQ for Wage Grade).
- (2) Awards.

**(L) CAREER-LADDER PROMOTIONS**

Career-ladder positions include those positions in which full performance level is identified and all employees in the same career ladder are given grade-building experiences. Employees originally selected for these positions through competitive merit assignment procedures or from an OPM Inventory, and the fact that the initial selection could lead to promotion was made known to all potential candidates, can be promoted through career promotions without further current competition up to the full performance level.

Although advancement to the full performance level is the intent and expectation of the career-ladder system, promotions within career ladders are neither automatic nor mandatory. There is no guarantee that an employee in a career ladder will be promoted, nor a commitment that a promotion will be made at a set time. Employees may be promoted as they demonstrate the ability and readiness to perform at the next higher level, when the legal requirements (e.g., time-in-grade) are met, and when there is the availability of work at the appropriate grade level.

Employees who wish to be considered for entrance into or through a career-ladder position can do so by notifying the Human Resources Branch of their interest by submitting a Merit Program Interest Statement (CD-261), a current application or

resume, and post-high school transcript that clearly shows their experience and education qualifying them for the position. Applications for career-ladder positions may be submitted at any time and will be retained for 1 year from date of receipt. Career-ladder applications may be renewed for continued consideration by notifying the Human Resources Branch in writing. Applicants are responsible for updating their application and transcript to reflect current changes in experience and education. A list of all career-ladder positions at NPC will be posted on all vacancy announcement boards and is Appendix II of this Plan.

**(M) MERIT PROMOTION CERTIFICATE**

A Merit Promotion Certificate is a list of the best available qualified candidates from which the selecting official may make a choice for promotion (or merit reassignment or merit detail). The certificate may contain up to five names for one vacancy, with highly qualified candidates being designated "HQ." In some cases where it is difficult to make meaningful distinctions between candidates, up to ten names may be certified for one vacancy. However, if only one or two highly qualified candidates are located in the minimum area of consideration, the list may contain only these names. In cases where there is more than one vacancy, one additional candidate may be certified for each additional vacancy. However, selection will be restricted to the first 10 available candidates for each vacancy. The Merit Promotion Certificate is valid for 30 calendar days from the date issued. It may be extended for 30 additional calendar days only upon written request from Management and with the approval of the Chief, Human Resources Branch, or designee. The request must be submitted prior to the expiration date of the certificate or within 60 days of the issuance date of the original certificate.

**(N) SELECTING OFFICIALS' RESPONSIBILITIES**

Selecting officials must interview all employees certified on a Merit Promotion Certificate whose abilities and work performance are not already known to them. Such knowledge should be based upon recent (within the past year), direct, first-hand experience with the candidate's work in a similar type position. Candidates who are not available for an on-site interview (on approved leave, nonpay status, etc.) may be interviewed by telephone. If candidates cannot be contacted within 2 workdays, the selecting official must review the candidate's Quality of Experience Factor Statement/Merit Assignment Application for General Schedule Positions, NPC-461/NPC-461A (if applicable), the Official Personnel Folder (OPF), and the Employee Performance Folder (EPF) before making a selection. Documentation of attempts to contact all candidates and a review of the relevant data regarding candidates not available for an interview must be annotated on the merit promotion certificate.

Selecting officials must review Quality of Experience Factor Statement/Merit Assignment Application for General Schedule Positions, NPC-461/NPC-461A (if applicable), or JEQ, OPFs, and EPFs of all candidates on the promotion certificate. Information regarding the qualifications of the candidates referred to the selecting official is available in the Human Resources Branch. All candidates for promotion listed on the promotion certificate will be notified of the outcome of the competition. The selecting

official will be prepared to discuss the basis for the selection made with any of the candidates who appeared on the certificate, upon referral of the candidate by the personnel specialist. The selecting official shall certify on the promotion certificate that the selection is based solely on merit, fitness, and qualifications, and does not involve discrimination based on race, color, religion, national origin, marital status, sex, age, physical or mental disability, political affiliation, employee organization affiliation, personal favoritism, or sexual orientation. The selecting official is required to state in writing the job-related reasons for the selection. This written justification must contain the selecting official's signature and date.

Selecting officials are entitled to select any of the candidates listed on promotion certificates, based on their judgment of how well the candidates will perform in the particular job being filled. Selecting officials are not required, however, to select someone from a promotion certificate. They may non-select, cancel the certificate, request additional recruitment efforts, or other personnel action, if they believe a better-qualified candidate is required. If the certificate contains the names of at least three highly qualified candidates, the selecting official's request for further recruiting must be in writing to the Chief, Human Resources Branch, and include the reasons for the request.

**(O) RESCISSION OF TEMPORARY PROMOTIONS**

At the conclusion of the temporary assignment, employees serving on temporary promotions in bargaining unit positions will be returned to their permanent grade level based upon their Service Computation Date (SCD).

**(P) RELEASE OF EMPLOYEES**

Normally, employees selected for promotion under this Plan should be released within 30 days following the date of selection. If retention in his or her position is necessary for completion of an essential assignment, he or she will be promoted and then detailed back to the position for the necessary period of time.

**(Q) EMPLOYEE RESPONSIBILITIES, RIGHTS, AND INFORMATION**

- (1) Employees are responsible for ensuring that their Official Personnel Folders are updated at least annually.
- (2)
  - (a) Employees are responsible for ensuring that all documents requested by a specific vacancy announcement are submitted on time to the Human Resources Branch. This must include a Quality of Experience Factor Statement/Merit Assignment Application for General Schedule Positions (NPC-461/NPC-461A) or JEQ (NPC-146/NPC-146B), if applicable, other information relevant to qualifications, and a Merit Program Interest Statement (CD-261).
  - (b) Employees are also responsible for submitting to the Human Resources Branch appropriate documentation of any qualifications, training, etc.,

they wish to make a matter of record. Employees may request that such information be placed in their OPF. Information must be in the applicant's OPF by the closing date of the vacancy announcement to be considered.

- (3) Employees are entitled to know when their names are certified on a promotion certificate. All employees on each promotion certificate will be notified of their selection or non-selection as soon as possible. Selected employees will be notified of the effective date of promotion. A non-selected employee may request the name of the candidate who was selected and also may request information as to what area(s), if any, he/she should try to improve to increase chances for future promotion. Such requests should be directed to the Human Resources Branch.
- (4) Employees are entitled to information about career opportunities and qualifications for advancement in their present positions and what career opportunities they might have in other positions, as well as the required qualifications. This information can best be provided in counselling sessions with a member of the Human Resources Branch. Employees are urged to contact the Human Resources Branch on 1-877-576-7740 to discuss their qualifications, promotion opportunities, etc. Employees may review those portions of the Qualification Standards Handbook for General Schedule Positions and/or X-118C - Internal Qualification Guides for Trades and Labor Jobs, that are applicable to the position in which they have an interest. The Qualification Standards Handbook for GS positions may be found on [www.opm.gov/qualifications/INDEX.asp](http://www.opm.gov/qualifications/INDEX.asp) and for WG positions on [www.opm.gov/fedclass/INDEX.asp](http://www.opm.gov/fedclass/INDEX.asp).
- (5) Employees will receive a copy of the NPC TTC Merit Assignment Plan. Employees should direct any questions about NPC's TTC Merit Assignment Plan to the Human Resources Branch on 1-877-576-7740.
- (6) Employees who do not meet qualification requirements or qualified candidates who are not certified will be notified as soon as possible.

**(R) COMPLAINTS**

Complaints concerning bargaining unit vacancies shall be adjudicated through the grievance procedure set forth in Article 13 of the Labor-Management Agreement (LMA) between the U.S. Census Bureau and Local 1207 of the American Federation of Government Employees (AFGE). The employee and/or the employee representative (designated in writing) shall be permitted to review documents used in evaluating that particular employee for promotion purposes. The representative will be allowed to review information in accordance with Article 13 of the negotiated LMA. Non-unit employee complaints arising from actions under this Plan shall be adjudicated through the grievance procedure set forth in Department Administrative Order (DAO) 202-771.

(S) **VIOLATIONS**

Violations of this Merit Assignment Plan will receive prompt corrective action.



## APPENDIX I

### GLOSSARY

**Appraisal.** Evaluation of an individual's demonstrated performance as documented in the Department of Commerce's General Work Force Performance Plan (Form CD-516).

**Area of Consideration.** The area in which the Agency makes an intensive search for eligible candidates in a specific promotion action. The minimum area of consideration is the area designated by the promotion plan in which the Agency should reasonably expect to locate enough highly qualified candidates, as determined by the Agency, to fill vacancies in the positions covered by the Plan. (When the minimum area of consideration produces enough highly qualified candidates and the Agency does not find it necessary to make a broader search, the minimum area of consideration and the area of consideration are the same.)

**Career-Ladder Position.** A position where the full performance level (FPL) is identified and all employees in the same career ladder are given grade-building experience. Employees may be promoted (career promotions) as they demonstrate the ability and readiness to perform at the next higher level and when legal requirements (e.g., time-in-grade) are met. Work must be available at the appropriate grade level.

**Career Promotion.** A promotion without current competition when at an earlier stage, an employee was selected from an OPM Inventory of Eligibles or under competitive procedures and the fact that the initial selection could lead to promotion was made known to all potential candidates from the onset.

**Crediting Plan.** A collection of brief statements or examples provided for each job element that is developed to show how much numerical credit to give various kinds of experience, training, or other evidence of the job element.

**Demotion.** The change of an employee to a lower grade when both the old and the new positions are under the General Schedule or under the same wage-grade schedule, or to a position with a lower rate of basic pay when both the old and new positions are under the same type ungraded wage schedule or in different pay method categories.

**Detail.** The temporary assignment of an employee to a different position or unclassified set of duties, for a specified period of time with the employee returning to his/her former position at the end of the assignment.

**Full Performance Level (FPL)/Journeyman.** The target grade level for a position at which a fully-qualified employee works independently under normal supervision.

**Highly Qualified.** The rating given to qualified candidates considered most capable of performing the duties of the vacancy when compared with other eligible candidates for the position.

**Job Analysis.** The process of assessing the duties and responsibilities of a position to determine the knowledge, skills, and abilities essential to more enhancing performance.

**Merit Program Certificate.** The form CD-262, Merit Program Certificate, used to refer the names of the best available qualified candidates for consideration by a selecting official and to document selection decisions.

**Merit Program Interest Statement.** The form CD-261, Merit Program Interest Statement, used (under a vacancy announcement system) by an employee of the Department of Commerce to indicate interest in being considered for a position. The form is designed so that the Human Resources Branch can use it to notify an employee of his/her consideration.

**Merit Program Vacancy Announcement.** The form NPC 1060, Merit Program Vacancy Announcement, used to publicize the title, series and grade, location, duties, and qualifications required of a vacancy.

**OF-612, Optional Application for Federal Employment.** An application used to collect information on an individual.

**Panel.** A group of experienced employees, who have knowledge of the work, assembled for the purpose of assessing qualifications for GS/WG positions and assigning points for Ranking Factors applicable to supervisory positions.

**Promotion.** The change of an employee (1) to a position at a higher grade level within the same pay schedule, or (2) to a position with a higher representative rate in a different pay schedule.

**Qualified.** Applicants whose experience and/or education meet the established qualification and legal requirements for a particular position are considered qualified. The OPM Qualification Standards Handbook for General Schedule Positions and X-118C - Internal Qualification Guides for Trades and Labor Jobs establish minimum qualifications for General Schedule and wage-grade positions.

**Ranking Factors.** The knowledge, skills, or abilities that could be expected to significantly enhance performance, but which are not necessary for meeting the minimum qualifications in the OPM qualification guides of the positions.

**Reassignment.** The change of an employee from one position to another without promotion or demotion.

**Representative Rate.** The hourly rates used to compare pay in different pay schedules. Representative rates are the 4th step for GS-1 through GS-15; 2nd step for WG, WL, and WS; and agency-designated rates for other positions.

**Selecting Official.** The Management official who is defined as a supervisor over a vacant position who has the authority to select any name on a Merit Program Certificate in order to fill the vacancy.

**Selective Factors.** The knowledge, skills, or abilities essential for satisfactory performance on the job and which represent an addition to the basic qualifications for the position being filled, and are therefore part of the minimum qualifications requirement.

**SF-171 (Standard Form 171), Application for Federal Employment.** An application form used to collect detailed information on an individual.

**SF-171-A (Standard Form 171-A).** Continuation Sheet for SF-171.

**SF-172 (Standard Form 172).** Used (in lieu of SF-171) by Federal employees to update their personal qualifications records maintained in their Official Personnel Folders.

**Temporary Promotion.** The promotion of an employee for a period having a specific expiration date after which the employee returns to his/her permanent grade. There are two types of temporary promotions at the Census Bureau -

- (1) Title 13 Temporary Promotion - identified with a particular census or survey or filled to augment the normal staffing during a particular census or survey. Title 13 temporary promotions may be extended until the project has been completed. Adverse action procedures do not apply to the return of an employee to his or her permanent grade.
- (2) 5 CFR Part 335 Temporary Promotion - must be for a definite period of 1 year or less, but may be extended on a yearly basis for 4 additional years. Adverse action procedures apply to the return of an employee to his or her permanent grade after a 5 CFR Part 335 temporary promotion exceeds more than 5 years.



**APPENDIX II**

**CAREER-LADDER POSITIONS  
NATIONAL PROCESSING CENTER  
COMPETITIVE SERVICE EMPLOYEES ONLY**

<b>Career</b>		<b>Entrance</b>	<b>Promotion</b>
<b><u>Series</u></b>	<b><u>Title</u></b>	<b><u>Level</u></b>	<b><u>Level</u></b>
0150	Geographer	GS-05	GS-11
0201	Human Resources Specialist	GS-05	GS-11
0260	Equal Employment Specialist	GS-05	GS-11
0301	Operations Specialist	GS-05	GS-11
0303	Telephone Interviewer	GS-02	GS-04
0391	Telecommunications Specialist	GS-05	GS-12
0343	Management Analyst	GS-05	GS-11
0560	Budget Analyst	GS-05	GS-11
0610	Nurse	GS-05	GS-09
1102	Procurement Agent	GS-05	GS-11
1370	Cartographer	GS-05	GS-11
1529	Mathematical Statistician	GS-05	GS-11
* 1530	Survey Statistician	GS-05	GS-11
* 2210	Information Technology Specialist	GS-05	GS-12

**WAGE-SCHEDULE POSITIONS**

2601	Electronic Equipment Installer & Repairer	WG-08	WG-10
2604	Electronic Mechanic	WG-08	WG-10

Normally, individual announcements will not be posted for two-grade interval career-ladder positions. Vacancy announcements will be posted for one-grade interval positions, with the target level of the position identified on the announcement. Employees who wish to be considered for entrance into or through a career-ladder position can do so by notifying the Human Resources Branch of their interest, in writing, at any time. Employees must submit an application or resume and a CD-261 for each position for which they wish to be considered. The application or resume must be current and clearly show the experience and/or education they have which qualifies them for the position. A transcript should be submitted for education above high school. Applications for career-ladder positions will be kept on file for 1 year and can be renewed for continued consideration by notifying the Human Resources Branch in writing.

\*At the time of this writing, only the position with an asterisk is located at the TTC.



**APPENDIX III**

**Point System for Evaluating  
Candidates Under the  
National Processing Center  
Tucson Telephone Center  
Merit Assignment Plan**

**Maximum Points**

<b>1. Experience</b>	<b>75</b>
Based on Response to Quality of Experience Factors (QEFs)	
Experience credited for QEFs as Full Credit, Half Credit, or Minimum Credit.	
	<u>2 QEFs</u> <u>3 QEFs</u> <u>4 QEFs</u>
Full Credit/Directly Related =	37.5      25      18.75
Half Credit/Related (Nearly) =	18      12.5      9.5
Minimum Credit/Not Related =	5      5      5
Minimum credit for any qualified applicant is 5 points per factor.	
<b>2. Awards</b>	<b>5</b>
a. Medal (Points received for a Lifetime Award)	3
b. Census Award of Excellence/Equal Employment Opportunity Awards (Points received for 1 year)	1
<b>Total Maximum Points Possible</b>	<b>80</b>
<b>Highly Qualified Requirement</b>	<b>70</b>



**APPENDIX IV**

**TUCSON TELEPHONE CENTER  
EXCEPTED SERVICE POSITIONS**

<b><u>Series</u></b>	<b><u>Title</u></b>	<b><u>Entrance Level</u></b>
0303	Administrative Clerk	GS-4
0303	Telephone Interviewer	GS-2,3,4
0303	Lead Telephone Interviewer	GS-5
0303	Supervisory Telephone Interviewer	GS-6

**TUCSON TELEPHONE CENTER  
COMPETITIVE SERVICE POSITIONS**

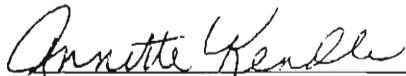
<b><u>Series</u></b>	<b><u>Title</u></b>	<b><u>Entrance Level</u></b>
0301	Supervisory Operation Specialist	GS-14
0301	Supervisory Operation Specialist	GS-9,11
0301	Supervisory Operation Specialist	GS-12
2210	Information Technology Specialist	GS-12
1530	Survey Statistician	GS-11
1531	Supervisory Statistical Assistant	GS-7
0318	Secretary Office Automation (OA) Bilingual	GS-5
0303	Administrative Assistant (OA)	GS-5,6

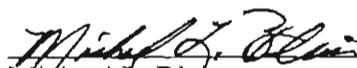
Management has the right to establish and fill positions other than listed above.



The U.S. Census Bureau and the American Federation of Government Employees, Local 1207 agree that the union membership having ratified the negotiated Labor-Management Agreement and the Department of Commerce having approved it, this Agreement is effective December 16, 2005.

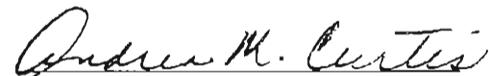
**For the Agency**

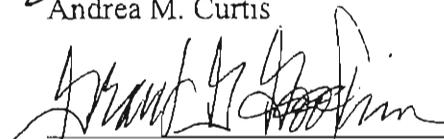
  
Annette Kendle  
Chief Negotiator

  
Michael L. Blair

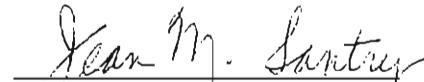
  
Martha D. Campos

  
Evelyn A. Chandler

  
Andrea M. Curtis

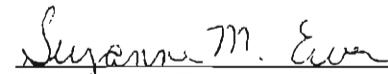
  
Grant G. Goodwin

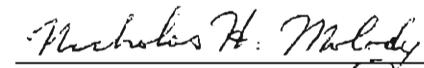
**For the Union**

  
Jean M. Santry  
Chief Negotiator

  
Karla L. Alvarez

  
Jerry E. Chine

  
Suzanne M. Ewer

  
Nicholas H. Molody

  
Moses Sterngast

