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PREAMBLE

The Agency for International Development (A.I.D.) and the American Federation of Government Employees, AFL-CIO, Local 1534, affirm that the public purposes to which A.I.D. is dedicated can be advanced through understanding and cooperation achieved through collective bargaining in those areas in which bargaining is appropriate in the Federal Service.

NOW, THEREFORE, with the foregoing in mind, the Union and the Agency, in order to advance A.I.D.'s objectives and the well-being of its employees, enter into this Agreement which shall constitute the negotiated general Agreement between A.I.D. and the American Federation of Government Employees, AFL-CIO, Local 1534.

ARTICLE 1
PARTIES TO THE AGREEMENT AND DEFINITION OF UNIT

This Agreement is made and entered into, by and between the Agency for International Development (A.I.D.), the "Agency", and the American Federation of Government Employees, AFL-CIO, the "Union". Collectively, they are the "Parties", under authority of Title VII of The Civil Service Reform Act of 1978 (CSRA), referred to as "Title VII."

The Unit covered by this Agreement per ASLMR Case No. 22-2801 (RO) **consists of all** professional and nonprofessional general schedule and wage grade employees, administratively determined (AD) employees and **student aides** employed by the Agency for International Development and **the Trade and Development Program, International Development Cooperation Agency**. Excluded from the Unit are supervisors, management officials, Foreign Service employees and employees described in 5 U.S.C. 7112(b):

"(2) a confidential employee;

(3) an employee engaged in personnel work in other than a purely clerical capacity;

(4) An employee engaged in administering the provisions of [Chapter 71, Labor-Management Relations],

"(6) any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security, or

.(7) any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity."

Also excluded are employees in the immediate Office of the Inspector General, the Office of Inspections and Investigations, the Office of Security and Office of the Inspector General for Audit/Washington **pursuant to** E.O. 12171 (dated November 19, 1979).

ARTICLE 2
DURATION AND SCOPE OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect for three years from its effective date and from year to year thereafter, unless either Party gives to the other written notice of intention to terminate or reopen. Either Party may give notice to the other not more than 90 nor less than 60 calendar days prior to the expiration date of this Agreement of its desire to renegotiate or amend this Agreement. In the event notice is given to renegotiate or amend this Agreement, the Parties shall begin negotiations no later than 30 days before the expiration date. If negotiations are not concluded before the expiration date, this Agreement will continue in full force and effect until a new Agreement is signed.

Section 2. The provisions of this Agreement may be amended or modified at any time by the written mutual Agreement of the Parties.

Section 3. The Agency agrees to reproduce this Agreement and provide a copy to each member of the Unit. Three hundred copies will be furnished to the Union.

ARTICLE 3
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Each employee has the right, freely and without fear of penalty or reprisal, to form, join and assist labor organizations or refrain from such activity; and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Title VII, the right to assist a labor organization extends to participation in the management of the organization, and acting for the organization in the capacity of an organization representative, including presentation of its view to officials of the Agency, the Executive Branch, the Congress, or other appropriate authority.

Section 2. The Parties also affirm the rights of employees to be free from discrimination based upon race, color, religion, sex, national origin, age, physical or mental handicap, or partisan political affiliation, as defined and prescribed in 5 U.S.C. 7153, 5 U.S.C 2302, 42 U.S.C. 2000e, 29 U.S.C. 621 and 633a, 29 U.S.C. 701, et seq, E.O. 11478, 29 CFR 1613, 5 CFR 720 and FPM Chapter 720. The Agency will make every effort to assure equitable treatment for all employees.

Section 3. The Parties recognize that employees are responsible for performing their assignments in a professional, diligent and efficient manner in order to promote the mission of the Agency.

Section 4. From time to time employee participation will be requested in approved charity campaigns in response to community needs, bond drives or other such activities not related to the performance of official duties. Such requests are not intended nor should they be interpreted as requiring that employees participate. The Parties acknowledge that the decision to participate is the sole choice of the individual employee.

Section 5. Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to the organization, except by a voluntary written authorization of a member for the payment of dues through payroll deductions.

Section 6. In accordance with Handbook 30, Chapter 6, an employee shall not willfully nor intentionally deface or destroy Government property.

Section 7. Employees are responsible for assuring that their conduct comports with the Code of Ethics for Government Service and Handbook 24, Chapter 2, Employee Responsibilities, Conduct and Political Activity.

ARTICLE 4
UNION REPRESENTATION RIGHTS AND DUTIES

Section 1. The Union is the exclusive representative of the employee in the bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

Section 2. The Union 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,
 - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee and
 - (2) The employee requests representation.

Section 3. The Union will be given the opportunity to address the Administrative, Secretarial, Clerical Orientation/Training (ABC) session when such session addresses the overview of the Agency's personnel policies, practices and conditions of employment.

Section 4. In accordance with law and regulation, the Union will not participate in or condone work stoppage or conduct which interferes with Agency operations.

ARTICLE 5
LABOR MANAGEMENT COMMITTEE AND NOTICES TO UNION

Section 1. The Parties will establish a Labor/Management Committee for the purpose of reviewing and discussing their common interest in maintaining labor-management cooperation.

Concerning the establishment and operation of the Committee, the Parties agree to the following:

- A. Meetings will be held at least semi-annually, preferably in March and September, and at other times as agreed.
- B. Each Party will designate three representatives and three alternates to the Committee no later than 90 days following the effective date of this Agreement. The representatives and the alternates will be capable of fully representing their organizations. The Parties recognize that resource persons may be necessary to assist in a specific matter scheduled for discussion. To the extent possible, the Parties will name such resource persons in advance.
- C. The Committee establishes its own procedures and methods of operation concerning agenda, meeting dates and location. Agendas will be exchanged by the Parties ten working days before meetings. Matters not on the agenda may be added to the Agenda if either Party notifies the other Party no less than 24 hours before a meeting.
- D. Grievances properly related to Article 31, Grievance and Arbitration Procedure, of this Agreement, will not be discussed.
- E. Discussions on implementation of regulations dealing with conditions of employment or the contract will be a Committee function and may include investigations, studies, reports and recommendations

Section 2. The Agency will provide the Union with copies of proposed changes to personnel policies, practices and **conditions of employment**. Furthermore, the Agency will provide ten working days for the Union to indicate whether it wishes consultation/negotiation on matters submitted to the Union for comment. If the Union requests such further consultation/negotiations, the Parties will take the steps necessary to resolve the matter. Both Parties recognize, however, that occasionally there may be situations where prompt action is required. In such situations, the Parties will cooperate in meeting the Agency's urgent operational requirements and the Union's need to respond on an immediate basis.

ARTICLE 6
OFFICERS AND STEWARDS

Section 1. The Parties mutually agree that an effective steward system is of value to the employees, the Union and the Agency. Consequently, the Agency will recognize no more than 20 bargaining unit employees who may be designated by the Union as stewards in addition to the Chief Steward and other elected officers of the Union.

Section 2. Within 90 days after the effective date of this agreement, the Union will provide the Agency with the names of Union officials and a list of designated stewards and their area of responsibility. This list will be posted on Union bulletin boards.

Section 3. No more than two Unit employees shall be designated as stewards for a single Bureau or Office within a building. The Union will assign a steward to the Bureau and building in which he/she is currently employed .

Section 4. For the purpose of this Article, area of responsibility means:

- A. One steward for every 100 bargaining unit employees.
- B. One steward where there are less than 100 employees located in an A.I.D. occupied building.

Section 5. AGE national representatives and staff will be allowed admission to buildings and offices of the Agency for purposes of meeting with local Union officers, stewards and Agency representatives, provided such representatives are properly identified.

ARTICLE 7
OFFICIAL TIME

Section 1. The Agency and the Union recognize that reasonable **time** spent by Union officials in the conduct of Union-management business under the Statute contributes to the development of orderly and constructive labor-management relation--

Section 2. Reasonable official time for Union-management business is authorized for Union representatives designated in accordance with Article 6 of this Agreement

Section 3. Reasonable official time may be used by designated Union representatives to assist employees in the preparation and presentation of grievances, to meet with Agency representatives regarding conditions of employment and to engage in collective bargaining.

Section 4. Employees in the bargaining unit are entitled to the use of official time as reasonable and necessary to discuss and prepare a grievance or a potential grievance and to be present at meetings concerning their grievance.

Section 5. The initial determination of what is reasonable time is primarily a supervisory responsibility.

Section 6. Official time shall not be allowed for internal Union business, including but not limited to meetings to conduct internal organizational affairs, solicitation of membership and collection of dues.

Section 7. Officers, stewards and employees who find it necessary to be absent from their work during duty hours as provided for above shall.

- A. Personally inform the supervisor and obtain authorization to leave his/her regularly assigned duties. Supervisors will concur unless they determine that an urgent work situation demands otherwise.
- B. Personally provide supervisors with notification at the time of their return to regular work duty and notify the timekeeper of the time away from regular duty.

Section 8. The provisions of this Article apply to designated officers and stewards five working days, or sooner if mutually agreed, after the Union identifies such individuals in writing to the Chief, Labor-Management Relations Division. Designated Union representatives at the time this agreement becomes effective continue to be authorized official time.

Section 9. Upon request, official time for periods up to 400 hours per contract year shall be granted to Union officers or stewards to attend training programs. Within the allotted 400 hours, no one officer or steward will use over 40 hours per contract year. For purposes of this Article, official time for training will include information on briefings or orientations related to matters within the scope of the Statute.

ARTICLE 8
DUES WITHHOLDING

Section 1. The purpose of this Article is to allow eligible employees to pay dues to the Union through the authorization of voluntary allotments from their compensations. This Article covers all eligible employees who:

- A. Are members in good standing in the Union;
- B. Have voluntarily completed Standard Form 1187, Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues:
- C. Receive compensation sufficient to cover the total amount of the allotment; and
- D. Are in the Unit.

Section 2. The Union agrees to:

- A. Inform and educate its members on the voluntary nature of the system for the deduction of Union dues including the conditions under which the deduction may be revoked
- B. Purchase and distribute to its members Standard Form 1187;
- C. Notify the Labor-Management Relations Division, in writing, of the current dues schedule and any changes as they occur; the President, Vice-President, Secretary, or Treasurer of AGE Local 1534 is authorized to certify the dues schedule or changes thereto and to certify SF 1187(s) and any other documentation relating to withholding of Union due.~.
- D. Forward properly executed and certified SF 1187(s) to the Labor-Management Relations Division on a timely basis;
- E. Promptly forward an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Labor-Management Relations Division when such revocation is submitted to the Union:
- F. Notify the Agency within two pay periods of cases where inadvertent dues deduction delinquencies by the Agency appear to have occurred based on the remittance listing referred to in Section 3F below.

Section 3. The Agency agrees that it is responsible for processing voluntary allotments of dues in accordance with this Article. The Agency will:

- A. Through the Labor-Management Relation Division, forward a properly certified SF-1187 to the Agency's payroll office for action
- B. Withhold dues on biweekly basis; when advised by the Union of a delinquency, the Agency will withhold additional amounts equal to the inadvertent delinquency at the rate of one additional withholding per pay period until such time as the delinquency is satisfied
- C. Withhold new amounts of dues in the case of changes in the dues schedule upon receipt of appropriate certification of such changes;
- D. Transmit remittance checks payable to AGE Local 1534 to the Treasurer, at the office of the Local, together with the remittance list described below and a copy of all revocation notices received in the payroll office or Labor-Management Division:
- E. Adjust the amount deducted for each member who has requested voluntary deduction of dues to the rate applicable to the member's salary;
- F. Provide a remittance list for each pay period which shall include the name of each employee for whom a deduction is being made, the amount deducted for each employee and the gross amount deducted
- G. Notify in writing employees concerned, as appropriate, and the Union of the discontinuance of dues deductions by the Agency for reasons of ineligibility or other pertinent reason such as separation or LWOP status; and
- H. Notify in writing those new applicants for Union dues deduction who are found by the Agency to be ineligible for such deductions, with a copy of such notification to be provided to the Union.

Section 4. The effective dates for dues withholding actions under this Agreement are as follows:

- A. Starting dues withholding --beginning of first full pay period after date of receipt in payroll office of properly executed and certified SF 1187(s);

- B. Change in dues schedule -- beginning of first full pay period after receipt in payroll office of certification of change in the dues schedule
- C. Revocation by employee -- beginning of first full pay period following March 1 of any year after the revocation is received in the payroll office:
- D. Termination due to loss of membership in good standing -beginning of first pay period after receipt in payroll office of notification from Union;
- E. Termination due to separation -- termination of deduction will take place in the pay period immediately following that pay period in which the separation became effective.
- F. Change in amount of dues deduction because of change in member's salary -- beginning of first full pay period after receipt in payroll office of notification from Union
- G. Termination of dues withholding due to loss of exclusive recognition -- beginning of first pay period following loss of exclusive recognition.

ARTICLE 9

UNION USE OF FACILITIES AND ADMINISTRATIVE SERVICES

Section 1. The Agency will provide to the Union on a monthly basis a copy of the latest published Agency-wide staffing pattern.

Section 2. The Agency agrees to furnish office space consisting of two adjoining rooms, one being a small conference room at least 144 square feet for meetings and grievance discussions in privacy with employees at New State or any agreed upon central location.

Section 3. A Union representative is entitled to reasonable privacy when discussing a grievance with an employee. The Agency will provide the Union with a list of conference rooms in all A.I.D.-occupied buildings. This list will include control offices and individuals to contact for each room. The Agency will inform the control offices that the Union may use these rooms when reservations are made in the usual procedure.

Section 4

- A. The Union may use Agency interoffice distribution systems to transmit correspondence that is individually addressed, in accordance with appropriate regulations, to employees and to Agency officials on matters appropriate to this Agreement. Bulk correspondence must be delivered by the Union to the Agency's central mail room.
- B. While prior review by the Agency is not required, material submitted by the Union for distribution may not violate **any law**, Executive Order, regulation or this Agreement; contain scurrilous or libelous material; deal with partisan political matters; or falsely malign the character of any individual or the motives of any organization.
- C. A box will be maintained in the Agency's central mail room for the Union's incoming mail.

Section 5.

- A. The Agency agrees to provide to the Union one bulletin board approximately 24" x 18" in each building where there are 25 or more employees, except that three such boards will be provided in Universal North and two larger boards will be provided in New State.

The list of bulletin board placements contained in the previous Agreement shall be reviewed and a mutually agreed decision made as to any changes in location or additions or subtractions from that list.

- B. While prior review by the Agency is not required, material posted by the Union on bulletin boards may not violate any law, Executive Order, regulation or this Agreement; contain scurrilous or libelous material; deal with partisan political matters; or falsely malign the character of any individual or the motives of any organization.

Section 6. The Agency will provide to the Union one set of Handbooks relating to personnel administration, and additions and changes as issued. To the extent that they relate to the Union's role under Title VII and this Agreement, the Agency will, upon request, provide a copy of other pertinent Handbooks or applicable portions thereof.

Section 7. The Agency will install and maintain two telephones in the Union's office. Long distance calls placed through the Federal Telecommunications System (FTS) are not authorized. However, regular toll calls are authorized. The Union agrees to pay for these toll calls upon receipt of billing.

Section 8. Every building in which employees are located shall have at least one official bulletin board that is accessible to employees. The Union shall be advised in writing of the location of official bulletin boards.

ARTICLE 10
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. In the administration of all matters covered by this Agreement, the Agency and the Union are governed by existing **or future laws and the regulations** of appropriate authorities, including **policies** set forth in the Federal Personnel Manual.

Section 2. The Agency has the right to make rules and regulations relating to personnel policy, procedures, practices and working conditions of employees. The Agency will give due regard to its obligation to meet and consult with the Union in good faith. To **the** extent that provisions of any Agency instruction or directive are in conflict with this Agreement, the Agreement shall govern.

Section 3. Management officials of the Agency retain the right:

- (1) To determine the mission, budget, organization, number of employees and internal security practices of the Agency, and
- (2) In accordance with applicable laws and this Agreement:
 - (a) To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees:
 - (b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by whom Agency operations shall be conducted,
 - (c) With respect to filling positions, to make selections for appointments from:
 - (i) Among properly ranked and certified candidates for promotion; or
 - (ii) Any other appropriate source, and
 - (d) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 4. The supervisors and managers of the Agency have the responsibility to ensure that employees fulfill their performance obligations and adhere to applicable rules and regulations.

Section 5. The Parties recognize that consistent with law and regulations, it is the responsibility of supervisors to take appropriate action relating to the performance and conduct of the employees they supervise.

ARTICLE 11
REASSIGNMENT

Section 1. A reassignment, as defined by the U. S. Office of Personnel Management (OPM), is "a change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion."

Section 2. While an employee's consent is not a prerequisite to reassignment, the Agency will consider the employee's views prior to instituting a reassignment.

Section 3. If after a reasonable period of time in a position to which an employee has been reassigned, including such training for that position as may have been provided, the Agency concludes **that the** employee is not performing satisfactorily, the Agency may reassign the employee to another position at his/her grade level for which he/she is qualified.

Section 4. Whenever the Agency takes a personnel action affecting an employee's assignment for a period of 30 days or more, **the Agency agrees** to issue an SF-50 to the individual employee.

ARTICLE 12
DETAILS AND TEMPORARY PROMOTIONS

Section 1. While an employee's consent is not a prerequisite to any detail, the Agency will:

- A. Not detail an employee to evade the open competitive principle of the merit system or proper classification of positions;
- B. Use the Merit Promotion Program to select an employee for detail to a higher grade position for the purpose of training or evaluating a possible successor;
- C. Not detail an employee to duties for which he/she is not qualified under the standards of OPM except in an emergency;
- D. Not detail an employee to temporary or unclassified positions for more than 120 days;
- E. Issue an SF-50, Notification of Personnel Action, for details of 30 days or more and furnish to the employee a copy of the position description and/or a statement of duties to be performed while on detail; and
- F. Consider an employee for temporary promotion rather than detail to a position vacated by reason of the incumbent's temporary absence.

Section 2. Merit procedures will apply to temporary promotions of over 20 days. Such temporary promotions will not exceed two years unless OPM approves an extension of another year.

temporary promotions will be posted as soon as the supervisor determines that the position will remain vacant for more than 120 days.

Section 3. Details to a lower grade will not be used against an employee in any future personnel action. The supervisor will notify the area **steward** of details to lower graded positions.

Section 4. Encumbered positions will not remain unclassified for more than 120 days.

ARTICLE 13
MERIT PROMOTION

Section 1. Merit principles will govern the filling of vacant positions within the Agency.

Section 2. The Agency will announce all vacancies that are required to be filled through competitive procedures and for which bargaining unit employees are eligible to apply.

Section 3. The Agency will utilize to the maximum extent possible the skills and talents of its employees. Consideration will first be given in filling vacant positions to employees within the Agency before expanding the area of consideration. Smaller areas of consideration may be established within the Agency.

Section 4. An employee at any time may apply for a promotion in advance of the vacancy occurring or at the time the vacancy actually exists. Employees who have applications on file who are absent from duty during the posting period due to leave or TDY will have their applications considered by the panel if they have met the basic qualifications.

Section 5. Employees should keep the experience, education, and training portions of their personnel records up-to-date, including information about self-development activities, unpaid or volunteer work and additional education and training gained outside A.I.D. SF-172, "Supplemental Experience and Qualifications Statement," should be used for this purpose.

Section 6. Applicants determined by M/PM to be ineligible to compete for a vacancy will be so notified with the specific reasons for their lack of eligibility.

Section 7. To be eligible for consideration under merit promotion, employees must meet X-118 Qualification Standards.

Section 8. Employees should refer to Handbook 25, Chapter 16, The Merit Promotion Program, regarding merit promotion and priority placement considerations reassignments and demotions.

Section 9. The merit promotion procedures do not apply to a promotion or reassignment resulting from a remedy to a grievance under Article 31.

Section 10. Neither the supervisor nor the selecting officer will serve on Merit Promotion Panels. Panel members will be selected in accordance with criteria set forth in Handbook 25, Chapter 16.

Section 11. When there is an open announcement that will result in a roster of applicants to fill a particular type of job, standard evaluation criteria shall be developed and shall be applied uniformly to all positions filled under the vacancy announcement. Open announcements will be used for one year or less.

Section 12. The Selection certificate which is forwarded to a selecting officer will contain the list of best qualified candidates in alphabetical order with a statement to that effect on the certificate.

- A. The Selection certificate will be provided to the selecting officer within 20 working days after the closing date of the vacancy announcement.
- B. The selecting officer will interview all the best qualified candidates on the Selection certificate and will notify EOP of his/her decision within five working days from date of the certificate. Handbook 25, Chapter 16, prescribes the conditions under which a selecting officer may forego interviewing best qualified candidates.
- C. Candidates not selected will be notified in writing as to (1) whether they were listed on the Selection certificate, (2) who was selected for the vacancy, or (3) the disposition of the vacancy if the certificate is not used.

Section 13. Vacancy announcements will be advertised on official bulletin boards for a period generally of ten working days before the closing date to give employees an opportunity to bid for the job. The date of posting will be date stamped by the responsible administrative office. In addition to posting vacancy announcements on official bulletin boards, distribution will be made to employees in the competitive service on the basis of one announcement for each five such employees.

Section 14. Vacancy announcements will provide the name and phone number of an employee who may be contacted for additional job information.

Section 15. The reason for the extension or amendment of a vacancy announcement will be included on the revised announcement.

Section 16. When a written grievance is filed on merit promotions, the President of the Union or his/her designee will be permitted to post-audit all records used as a basis for ranking the selecting employees for any promotion action, such as: the Selection certificate, record of awards received, training, and experience and education records. Records will be sanitized in accordance with the Privacy Act.

Section 17. Within 60 calendar days of the signing by both **Parties of**

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the negotiated agreement, there shall be appointed a committee to be known as the Merit Promotion Review Committee, consisting of three members, at least one of whom shall be designated to that position by the Union. The purpose of the committee will be to assess the operation of the Merit Promotion Program and to:

- A. Perform an annual audit and review of the operation of the Merit Promotion Program. At the time of the audit/review the work of the committee will be a full-time activity whenever possible, with full support services of the M/PM.
- B. Within 60 calendar days of beginning the audit, a completed report with action recommendations shall be filed simultaneously with the Director of Personnel and the Union President and Vice-President for A.I.D.
- C. All committee reports that are provided to the Director, M/PM shall also be provided to the Union President.
- D. The committee will be disbanded when an audit has been completed.
- E. A new committee will be appointed no later than the 13th month following submission of the audit and recommendations.

Section 18. Explanation of the Merit Promotion **Program shall be a part** of the Agency's orientation for new employees and its training course for supervisors and managers.

ARTICLE 14
PERFORMANCE APPRAISAL

Section 1. Each employee in the bargaining unit will be evaluated on a yearly basis under a performance evaluation system that includes written performance standards and critical elements of performance that are significant in terms of title, series and grade. Such standards and critical elements shall be based on the employee's official position description. Upon request, an employee shall be furnished a copy of his/her current position description. In accordance with Handbook 25, Chapter 15, Performance Evaluation and Rating Program - Civil Service, an employee shall be given a copy of his/her Performance Appraisal Plan.

Section 2. Employees will be given a copy of the performance standards and critical elements that relate to their position at the beginning of the rating period or when they are assigned to a new position. At that time, management will explain such standards and elements to employees and answer questions.

Section 3. Performance standards and critical elements shall be valid and job related to permit objective and accurate evaluations of performance. Performance standards will be applied in a fair and equitable manner. Employees shall be given a copy of their evaluation.

Section 4. Before using performance standards and critical elements to evaluate an employee:

- A. The employee will be given an opportunity to participate in the establishment of performance standards and to review and sign a description of such performance standards and critical elements. and
- B. Such review will occur no less than 90 days prior to the end of the rating period.

Section 5. Employees will be given at least five working days in which to review their Performance Appraisal Report (PAR) before being requested to sign it after the rating officer and reviewing officer have signed their statements on the PAR.

ARTICLE 15
CAREER DEVELOPMENT AND TRAINING

Section 1. The Agency agrees to provide appropriate training opportunities for all employees which will assist them in pursuing career goals and upward mobility within the Agency.

Section 2. Career development for employees shall be encouraged by providing opportunities to develop career objectives. Where appropriate and practical, those opportunities will be developed jointly by employees and their supervisors, assisted, as necessary, by appropriate personnel specialists.

Section 3. The Agency will publicize training opportunities available to employees, whether within the Agency, at other government facilities or at selected non-Government institutions.

Section 4. Employees may discuss their training needs and interests with their supervisors, Career Development Officers and/or appropriate personnel specialists.

Section 5. Employees will be notified prior to the start of courses whether their applications for training have been approved or disapproved. When an application for training has been disapproved, an employee may request a written reason for the disapproval from his/her supervisor. When a training request is disapproved by M/PM/TD, written notice to the employee will include the reason for disapproval.

Section 6. All long-term training requests will be submitted and forwarded through channels in a timely fashion for the consideration of the Selection Committee, whether endorsed or not. Employees will be notified in writing prior to the start of courses of Selection Committee decisions.

ARTICLE 16
TRANSFER OF FUNCTION

Section 1. A transfer of function, as defined by OPM, is "the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected: or the movement of the competitive area in which the function is performed to another commuting area."

Section 2. When a transfer of function becomes necessary, the Agency agrees to:

- A. Inform the Union and employees as fully and as soon as possible concerning anticipated timing and such other aspects as are known of plans to implement such transfers.
- B. Provide information to employees as soon as possible to help them understand the need for such transfer of function, how they may be affected, and advise them of governing regulations
- C. Make every effort to place affected employees in vacant positions for which they qualify;
- D. Notify affected employees in writing, in accordance with applicable regulations, of the impact of transfer of function on them, and their rights and benefits.
- E. Counsel affected employees in seeking other employment opportunities; and
- F. Counsel employees on individual rights relating to such matters as retirement and severance pay.

Section 3. Employees occupying positions to be transferred in a transfer of function to another agency shall have the opportunity to be considered for reassignment to a vacant position for which he/she is well qualified.

ARTICLE 17
REDUCTION-IN-FORCE

Section 1. It is Agency policy to minimize reductions-in-force (RIFs). When reductions in personnel levels are necessary, the Agency will attempt to effect them, to the extent feasible, through other techniques such as controlled hiring and attrition.

Section 2. The Agency will:

- A. Consider affected employees before and during a RIF for vacant positions for which they are qualified;
- B. Inform affected employees when a RIF is necessary at least 30 days in advance of its effective date; when a general notice is supplemented by a specific notice, an employee may not be released from his/her competitive level until at least ten days after receipt of the specific notice;
- C. Explain the RIF to affected employees, to help them understand its process and how or why they are involved;
- D. Permit affected employees to whom position offers have been made five working days to consider such offers;
- E. Counsel employees affected by a RIF on alternative actions they may wish to consider, including discontinued service retirement and other retirement possibilities if applicable;
- F. Counsel employees for whom no positions are located on benefits that may be available and to assist them when possible in locating other employment opportunities; and
- G. Inform the Union in advance of implementation of Section 2B above, and to provide detailed information insofar as it is then available on numbers of employees affected.

Section 3. An employee who receives a RIF notice, if he/she so chooses, has the right to inspect pertinent regulations, and the retention register for the employee's competitive level, and notices for other positions for which he/she is qualified, down to and including those in the same or equivalent grade as the position offered to the employee. If the employee is to be separated because of RIF action, this review will include all competitive levels equal to or below the grade level of his/her current position.

Section 4. The Agency shall make available to the Union information relevant to the RIF, including the retention registers.

Section 5. In accordance with the law and OPM regulations, when unable to offer an assignment, the Agency may waive the qualification of a displaced employee, provided the employee is able to perform the work in the comparable position, without undue interruption to the mission of the Agency, and the employee meets the minimum requirements.

ARTICLE 18
OFFICIAL PERSONNEL FOLDER

Section 1. As provided in the Federal Personnel Manual and applicable statute, an employee has the right to review the contents of his/her official Personnel Folder (OPF) and Employee Performance File (EPF).

Section 2. No derogatory material of any nature which might reflect adversely upon the employee's character or government career will be placed in the OPF without the employee being advised by being sent a copy of the document, and informed that his/her written comments on these materials will be placed in the employee's personnel folder if he/she so desires.

ARTICLE 19
HOURS OF WORK AND LEAVE

Section 1. The Agency and the Union agree to support the continuation of flexitime. The Agency agrees to negotiate with the Union prior to instituting any change in workdays or workweeks.

Section 2. Annual Leave

- A. The Agency through its supervisors will make every effort to accommodate employee requests for annual leave, consistent with the needs of their respective offices.
- B. The Parties agree that it is beneficial to both the Agency and its employees to encourage regular vacations each year.
- C. Every effort should be made by both supervisors and employees to avoid the loss of annual leave by employees. Supervisors and employees share the responsibility for the planning and effective scheduling of annual leave for use throughout the leave year, so as to avoid situations where employees approach the end of the leave year with significant amounts of leave that must be used or forfeited. Supervisors should establish in advance vacation schedules that satisfy the wishes of and provide equity among employees. In order to assure that preferential treatment does not result, conflicts in scheduling extended leave will be resolved by supervisors as equitably as possible, giving proper consideration to such factors as priority of work, earliest service computation date, system for "rotating" the granting of leave at peak vacation times, etc. In the event of an emergency or operational demand that results in the cancellation of approved vacation leave, the employee will be advised in writing as to the reason for such cancellation. The annual leave should be rescheduled in writing for use before the end of the leave year to avoid forfeiture of annual leave.
- D. If annual leave is forfeited at the end of the leave year as a result of unanticipated and unavoidable exigencies, requests for restoration of forfeited leave will be considered in accordance with A.I.D. Handbook 27, Chapter 3, Annual Leave.
- E. Supervisors will be considerate in granting annual leave for personal, religious and emergency purposes. Employees are expected to request such leave in advance except in cases of emergency.

Section 3. Sick Leave

- A. Employees normally will not be required to furnish medical certificates to substantiate requests for approval of sick leave, unless such leave exceeds three days of continuous duration.
- B. An employee's own certification as to reasons for absence on account of illness will normally be acceptable for absence of three consecutive workdays or less. An employee may be required to submit a medical certificate for absences of three workdays or less, if his/her supervisor has reason to believe that the employee is improperly using sick leave. The supervisor will inform the employee in writing of the reasons for requesting such a certificate.
- C. The supervisor, if he/she determines that an employee must submit a medical certificate for all absences on sick leave, will advise the employee in writing that all future requests for sick leave must be supported by an acceptable medical certificate. At the end of six months from the date of official notice requiring such medical certificate, the supervisor shall review such cases for the purpose of determining whether such requirement can be eliminated. If he/she determines that the restriction is no longer necessary, he/she shall notify the employee in writing and the previous notice shall be removed from the records.
- D. Employees who, because of illness, are released from duty on advice of the appropriate health unit, shall not be required to furnish a medical certificate to substantiate sick leave, unless the absence is for more than three consecutive workdays, or the employee is under the restrictions covered in paragraphs 3B and 3C above.
- E. Under certain circumstances of serious illness or injury, sick leave may be advanced up to a limit of 30 days. Advance sick leave may be liquidated by a charge against annual leave, provided this action is not for the purpose of avoiding forfeiture of annual leave at the end of the leave year.

Section 4. Court Leave Consistent with applicable rules and regulations, employees will be authorized absence from work status without charge to leave or loss of pay for jury duty or for attending judicial proceedings in a non-official capacity as a witness on behalf of the United States, the District of Columbia, or a State or local government.

Section 5. Maternity Leave Employees requesting maternity leave may choose how and in what order such approved absence will be recorded: sick leave, annual leave, or leave without pay. Any approved absence in excess of available annual leave and sick leave will be recorded as leave without pay. While the need for a woman to be absent on maternity leave is normally a matter between the employee and her doctor, any leave is subject to the approval of the supervisor.

Section 6. Tardiness Infrequent tardiness not in excess of one hour may, in the judgment of the supervisor, be excused if the reasons given are acceptable. If the decision is made to charge the tardiness to annual leave and the actual period of absence is less than one hour, the employee shall not be required to work the additional period covered by the leave charge.

Section 7. Hazardous Weather Dismissal Policy When employees are dismissed from work under the Federal Government's Hazardous Weather Dismissal Policy, the Agency will make every effort during working hours to notify affected employees.

Section 8. Leave Approval The Agency will assure that, except in emergency situations, someone shall be authorized to act promptly on employee requests for leave.

Section 9. Leave Records Individual Leave records are personal in nature. The Agency will not publicize such records by posting or distribution unless authorized by law or regulation.

ARTICLE 20
OFFICIAL TRAVEL

Section 1. To the maximum extent practical, the Agency will schedule the time to be spent by an employee in official travel status within the employee's regularly scheduled workweek. Eligibility for overtime or compensatory time in connection with official travel will be determined in accordance with the provisions of A.I.D. Handbook 26, Chapter 8, Premium Compensation.

Section 2. To the maximum extent practical, the employee shall be given notice of ten workdays prior to the date of departure for temporary duty, as provided in Handbook 22, Chapter 7, Temporary Duty Travel.

Section 3. No employee will be required to travel without receiving in advance a signed travel authorization and a travel advance, in accordance with Agency regulations.

Section 4. The Agency will provide to employees assigned abroad on temporary duty courtesy medical examinations, prior to departure.

ARTICLE 21
PARKING AND TRANSPORTATION

Section 1. The Agency will confer with the Union on shuttle bus schedules among the Agency's buildings prior to changing established schedules.

Section 2. The Agency agrees that the availability of adequate public transportation and/or parking facilities sufficient to the needs of employees will be considered in reaching decisions to relocate its office facilities.

Section 3. The Agency agrees to assign parking spaces in accordance with Handbook 20, Chapter 5, Parking Facilities.

ARTICLE 22
HEALTH, SAFETY AND WELFARE

Section 1. The Agency will make reasonable efforts to provide and maintain safe, secure and healthful conditions of employment; to comply with the standards of appropriate authorities and the Agency's policy concerning smoking in buildings occupied by A.I.D. employees; to take corrective action against hazards which are detected; and to instruct and train employees who are called on to work on jobs or machines which are hazardous and with which they are unfamiliar.

Section 2. The Agency will continue to support, within budgetary limitations, the level of medical services available at the several Health Units utilized by the Agency. These services include inoculations, emergency treatment, examinations of employees who travel overseas, bed rest and consultation with available medical personnel.

Section 3. Both Parties agree to cooperate in sponsoring voluntary smoking cessation programs and to cooperate in Federal programs designed to assist employees suffering from alcohol, drug abuse and emotional instability, and to maintain appropriate confidentiality in respect to individual employees thus afflicted.

Section 4. In the event that the Agency from time to time establishes committees to study matters of employee welfare, the Agency will request the Union to nominate a member to such committees. Should the Union not supply such nomination within ten working days following receipt of the request, the Agency may proceed to fill that vacancy without further discussion with the Union.

Section 5. The Agency agrees to establish an Occupational Safety and Health Advisory Committee in accordance with E.O. 12196, Occupational Safety and Health Programs for Federal Employees. The Committee will be established within 60 days of the effective date of this Agreement and will include representatives selected by AGE.

ARTICLE 23
CONTRACTING FOR SERVICES OUTSIDE THE AGENCY

Section 1. This Article covers contracting by the Agency for individual or group expertise such as consultants, IPA, RSSA, PASA and services under purchase order agreements.

Section 2. The Union recognizes the right of the Agency to make determinations with respect to contracting out, and the Agency recognizes its responsibility to comply with the provisions of OMB Circular A-76, this Agreement and other laws and regulations concerning contracting for services outside the Agency.

Section 3. The Agency will provide to the Union reasonable advance notice of its intent to contract for services which may appear to adversely affect employees in the Unit. The Agency will provide to the Union the numbers, types and grades of affected positions. When available, the Agency will provide comparative costs of these services.

Section 4. The Agency will notify and discuss with affected employees and the Union any decision to contract out an Agency function or to initiate an OMB Circular A-76 review.

Section 5. No contractor shall be given a supervisory role with the Agency.

Section 6. The Agency will exert maximum effort to find available positions for adversely affected employees, including:

- A. Giving them priority consideration for available positions within the Agency;
- B. Establishing a Reemployment Priority List and a Positive Placement Program;
- C. Paying reasonable costs for training and relocation which contribute directly to placement;
- D. Coordinating with:
 - (1) OPM to ensure that adversely affected employees have access to Governmentwide placement programs, including the OPM-operated Displaced Employee Program (DEP) and the Interagency Placement Assistance Program (IPAP). and

(2) The Department of Labor on private sector job opportunities; and

E. Consistent with post employment restrictions, advising adversely affected employees of the circumstances under which they have the right of first refusal for employment on the contract in positions for which they are qualified and assisting them in applying for such employment.

Section 7. Upon request, the Agency will provide the Union with documents appropriately available to bidders.

Section 8. The Union will have the opportunity to attend any "walk-through" of Agency facilities offered to bidders regarding A-76 contracting out.

Section 9. Appeals of Cost Comparison decisions procedure shall be in accordance with Handbook 17, Chapter 45, Performance of Commercial Activities.

ARTICLE 24
EQUAL OPPORTUNITY

Section 1. The Agency acknowledges that the Union has a role in the development and review of the Agency's Affirmative Action Programs.

Section 2. While recognizing that the statutory and regulatory requirements and remedies for these programs remain unaltered by this Agreement (see P.L. 92-261, Title VII, and E.O. 11478 as amended), the Parties agree to the following participation by the Union:

- A. The Union will have the opportunity to contribute to the formulation of the Affirmative Action Plan (AAP).
- B. The Union will have the opportunity to review and comment upon the final draft of the AAP:
- C. Such committees as might be established by the Agency to advise on Equal Employment Opportunity (EEO) programs will include Union representation reflecting, to the extent practical, the size of the Unit relative to the total Agency workforce. The Union will be invited to participate in the design of, and in substantive changes to, EEO programs; and
- D. The Union will be invited to nominate a number of candidates for appointment as EEO counselors reflecting, to the extent possible, the size of the Unit relative to the total Agency workforce. The Director, Equal Opportunity Programs, may at his/her discretion request that additional nominations be submitted by the Union.

Section 3. It is agreed that the Union may request, and the Agency will provide, readily available information about EEO programs including statistical data and the status of implementation of the AAP

Section 4. It is agreed that the Agency will give consideration to the Union's comments in this important area, even though the collective bargaining aspect of equal opportunity are confined to those delineated in this Article.

Section 5. Pursuant to Handbook 24, Chapter 5, the A.I.D. Equal Opportunity Program, employees who have an informal discrimination complaint under this Article may meet with an EEO Counselor in an attempt to resolve the complaint. If resolution is not reached after meeting with the Counselor, the employee may file a statutory complaint under 29 CFR 1613 or a grievance under Article 31 of this Agreement, but not both.

ARTICLE 25
OVERTIME AND PAYMENT OF EARNINGS

Section 1.

A. Overtime will be administered in a fair and equitable manner.

B. Overtime Pay Entitlement Solely Under Title 5, U.S.C.

Employees whose basic salaries are at or below the rate for GS-10/10 have a legal right to receive overtime pay, although they may specifically request compensatory time off. If an employee does not request compensatory time off, this will not affect his/her opportunity to work overtime. Employees whose basic salaries exceed the rate for GS-10/10 may be required by the Agency to accept compensatory time off.

C. Overtime Pay Entitlement Solely Under the Fair Labor Standards Act (FLSA)

Employees must be paid for overtime work. No compensatory time off is allowed under FLSA.

D. Overtime Pay Entitlement Under Both FLSA and Title 5

1. If overtime pay entitlement is greater under FLSA, the employee must be paid.

2. If overtime pay entitlement is equal or greater under Title 5, compensatory time may be granted upon employee's request instead of overtime pay.

E. The fact that an employee does not volunteer to perform uncompensated overtime shall not be taken into consideration in the evaluation of his/her performance or the opportunities for advancement.

F. The use of approved annual leave or sick leave during the basic workweek will not affect an employee's opportunity to work overtime.

Section 2. Taxi travel between home and office may be authorized or approved by appropriate officials at the employee's request when such travel is the result of officially ordered overtime during hours of darkness or infrequently scheduled public transportation.

Section 3. In the event that an employee does not receive a paycheck or the correct amount due on the regular payday due to reasons beyond the control of the employee, M/FM will reissue another check or the remaining amount usually within five working days of the regular payday.

ARTICLE 26
WITHIN-GRADE PAY INCREASES

Section 1. Within-grade pay increases are granted in accordance with applicable law and regulations, which provide that, among other conditions, the employee's supervisor determines that the employee's work is of an "acceptable level of competence-"

Section 2. If the employee's performance is not at an acceptable level of competence, and his/her within-grade is going to be withheld, the employee will be notified 60 days prior to the end of the waiting period. The notice will include the aspects of the employee's performance found unacceptable and the measures that will be taken to help the employee improve performance. The employee will also be advised that if an acceptable level of competence is not reached by the end of the waiting period, the employee's within-grade pay increase will withheld.

Section 3. The decision on granting or withholding a within-grade pay increase must be supported by the employee's most recent rating.

Section 4. If the employee's performance is not at an acceptable level of competence after having been given the opportunity to improve, a letter denying the within-grade will be given to the employee shall include:

- A. The reasons for the negative determination;
- B. The aspects in which the employee must improve his/her performance in order to be granted a within-grade: and
- C. The right to request a reconsideration from the designated reconsideration official.

Section 5. The employee may request reconsideration within 15 calendar days of receipt of the notice.

Section 6. The employee may request a meeting with the reconsideration official, and may be accompanied by a Union representative.

Section 7. A reconsideration file including all pertinent documents shall be established

Section 8. Within 21 calendar days of the receipt of the employee's written or oral presentation, the reconsideration official shall issue a notice of decision to the employee.

Section 9. An employee may file a grievance in accordance with Article

ARTICLE 27
POSITION CLASSIFICATION

Section 1. Position Classification is a comprehensive, orderly system for analyzing and categorizing jobs by occupational group, series, class and grade, according to like duties, responsibilities and qualification requirements.

Section 2. Within a reasonable period of time, each employee will be given a copy of the position description when assigned to a new position and will be issued an accurate position description when any changes in a, .tie~ are made.

Section 3. An employee may appeal the classification of his/her position to the Agency and/or OPM. During a classification appeal at the Agency level, an employee may have a Union steward or official assist him/her in presenting job elements, which the employee believes were overlooked in his/her job, to a classification specialist. A decision by OPM is binding upon the employee and the Agency.

Section 4. A position description is an official written statement of the principal duties, responsibilities and supervisory relationships of a position.

Section 5. Phrases such as "other duties as assigned" or "other related duties" used on a position description shall be understood to include duties which are relevant to the principal objectives of the position.

ARTICLE 28
DISCIPLINARY ACTIONS

Section 1. A disciplinary action for purposes of this Article is defined as an oral admonition, an official reprimand, or a suspension for 14 calendar days or less. Disciplinary actions will be undertaken only for just cause and such cause as will promote the efficiency of the Agency. An employee, at his/her request, may be accompanied by a Union representative at any step in the procedure as set forth in this Article.

Section 2. The Parties agree that primary emphasis will be placed on alleviating situations which may result in disciplinary action. Supervisors will counsel and discuss any issue or problem with employees that might lead to disciplinary action and attempt to resolve the issue(s) short of such action.

Section 3. The Agency will not require or request, or attempt to require or request, an employee who is under investigation for misconduct to submit to interrogation which could lead to disciplinary action without the presence of the Union representative if he/she so requests.

Section 4. In disciplinary action cases, a copy of the charges and specifications made against an employee will be furnished to him/her either by registered mail or personal delivery not less than 30 calendar days prior to the effective date of any proposed disciplinary action.

Section 5. Any material used as a basis for these charges shall be made available to the employee and/or his/her representative.

Section 6. An employee may question an oral admonition or a notice of proposed action by his/her supervisor or management official.

Section 7. The employee may respond orally or in writing within seven working days of receipt of the proposed action. Extensions of time may be granted if requested by the employee or his/her representative. A management official in the discussion of a proposed disciplinary action will explain to the employee, and/or the Union representative, the circumstances and basis for the proposed action, and carefully consider the employee's response and other relevant comments, before any further steps are taken.

Section 8. When an employee does not elect to have the Union represent him/her, the Union may have an observer present. A copy of all proposed disciplinary actions and decisions will be furnished to the Union upon written authorization from the employee concerned

Section 9. The Agency shall issue a final written decision as soon as practical stating the specific reasons for the action being taken, including a statement of the employee's right to grieve as provided in Article 31.

ARTICLE 29

ADVERSE ACTIONS

Section 1. An adverse action for purposes of this Article is defined as a suspension of 15 calendar days or more, a reduction in grade or pay, a furlough of 30 calendar days or less or removal. An employee, at his/her request, may be accompanied by a Union representative at any step in the procedure as set forth in this article.

Section 2. An adverse action does not include the reduction in grade of a supervisor or manager prior to successful completion of the required probationary period if the reduction is to the grade held immediately before becoming a supervisor or manager.

Section 3. The Parties agree that primary emphasis will be placed on alleviating situations which may result in adverse action. Supervisors will counsel and discuss any issue or problem with employees that might lead to adverse action and attempt to resolve the issue(s) short of such action.

Section 4. The Agency will not require or request, or attempt to require or request, an employee who is under investigation for misconduct to submit to interrogation which could lead to adverse action without the presence of the Union representative if he/she so requests.

Section 5. In adverse action cases, a copy of the charges and specifications made against an employee will be furnished to him/her either by registered mail or personal delivery not less than 30 calendar days prior to the effective day of any proposed adverse action.

Section 6. Any material used as a basis for these charges shall be made available to the employee and/or his/her representative.

Section 7. The employee may respond orally or in writing within ten working days of receipt of the proposed action. Extensions of time may be granted if requested by the employee or his/her representative. A management official in the discussion of a proposed adverse action will explain to the employee, and/or the Union representative, the circumstances and basis for the proposed action, and carefully consider the employee's response and other relevant comments before any further steps are taken.

Section 8. When an employee does not elect to have the Union represent him/her, the Union may have an observer present. A copy of all proposed adverse actions and decisions will be furnished to the Union upon written authorization from the employee concerned

Section 9. The Agency shall issue a final written decision as soon as practical stating the specific reasons for the action being taken including a statement of the employee's right to grieve or appeal as provided in Article 31.

ARTICLE 30
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. For purposes of this Article, unacceptable performance is defined as performance which fails to meet established performance standards in one or more critical elements of an employee's assigned position. An employee, at his/her request, may be accompanied by a Union representative at any step in the procedure as set forth in this Article

Section 2. The Parties agree that primary emphasis will be placed on alleviating situations which may result in disciplinary action. Supervisors will counsel and discuss any issue or problem with employees that might lead to disciplinary action and attempt to resolve the issue(s) short of such action.

Section 3. In unacceptable performance cases, the employee against whom removal or reduction in grade is proposed will be given 30 calendar days advance written notice of the proposed action. The notice will be furnished to the employee either by registered mail or personal delivery. The advance written notice will include:

- A. Specific instances of unacceptable performance by the employee and
- B. The critical elements of the employee's position involved in each instance of unacceptable performance.

Section 4. Any material used as a basis for these charges shall be made available to the employee and/or his/her representative.

Section 5. The employee may respond orally or in writing within ten working days of receipt of the proposed action. Extension of time may be granted if requested by the employee or his/her representative. A management official in the discussion of a proposed action based on unacceptable performance will explain to the employee, and/or the Union representative, the circumstances and basis for the proposed action, and carefully consider the employee's response and other relevant comments, before any further steps are taken.

Section 6. When an employee does not elect to have the Union represent him/her, the Union may have an observer present. A copy of all proposed actions based on unacceptable performance and decisions will be furnished to the Union upon written authorization from the employee concern--

Section 7. The Agency shall issue a final written decision within 30 days after the date of expiration of the notice period. The decision to remove or reduce in grade may be based only on those instances of unacceptable performance which occurred in the year prior to the date of the advance notice. The decision will include a statement of the employee's right to grieve or appeal as provided in Article 31.

ARTICLE 31

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. It shall be the exclusive procedure available to employees in the bargaining unit for resolving such grievances.

Section 2. Scope

A. A grievance means any complaint by any employee in the bargaining unit, the Union or the Agency concerning:

1. The effect or interpretation, or a claim of breach, of this collective bargaining agreement: or
2. Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment that is within the authority of the Agency to correct.

B. Except that it shall not include a grievance concerning:

1. Any claimed violation relating to prohibited political activities: or
2. Retirement, life insurance or health insurance or
3. A suspension or removal for National Security reasons, under Section 7532 of Title V; or
4. Any examination, certification or appointment relating to initial employment; or
5. The classification of any position which does not result in the reduction in grade or pay of any employee.

C. An aggrieved employee affected by any of the following may raise the matter under a statutory procedure or this procedure, but not both:.

5 USC 2302(b)(1)	Prohibited Personnel Practice
5 USC 7702	Discrimination
5 USC 4303	Unacceptable Performance
5 USC 7512	Adverse Action

An employee shall be deemed to have exercised his/her option under this provision when the employee timely files a notice of appeal under the statutory procedure or timely files a grievance in writing under this procedure, whichever occurs first.

Section 3. An employee or group of employees may present grievances without the intervention of the Union, on their own behalf, provided the Union is given the opportunity to be present during the processing of the **grievance** and at any formal discussion concerning the grievance and at the adjustment of the grievance. The Union shall promptly receive copies of **written** decisions on grievances within the time frame contained herein.

Section 4. Many grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Because dissatisfactions and disagreements arise occasionally among people in any work situation, **the filing** of a grievance shall not be construed as reflecting **unfavorably** on an employee's good standing, performance, or loyalty or **desirability** to the organization.

Section 5. Written material pertaining to individual employee grievances will be kept in separate files. Access will be limited in **accordance** with applicable laws.

Section 6. An employee grievance is a complaint by an employee seeking **relief personal** to the employee. Employee grievances shall be processed as follows:

- A. **Step 1.** An employee or the Union steward shall within 20 working days of the alleged violation, or from the date the employee became aware of the violation, present the grievance informally to the immediate supervisor or responsible official. The term "responsible official" as used herein includes any appropriate official at the lowest chain of command who has the authority to grant the relief requested. A Union representative may at the employee's request be present at all discussions relating to the grievance. If the grievance is not satisfactorily settled informally within ten working days, the grievant or the steward will reduce the grievance to writing for a written response by the supervisor/responsible official. Within ten working days of receipt of the written grievance, the employee and the steward will be advised in writing by the supervisor/responsible official of his/her decision. The notification will include the name and title of the Agency official to whom the employee may address a Step 2 grievance.

Grievances concerning merit promotion actions will be initiated at Step 2 of this procedure.

Step 2. Within ten working days of receipt of the Step 1 decision, the grievant may file a formal grievance in writing to the next-level supervisor or responsible official. This submission will include a plain statement of the alleged violation and the relief requested. Within ten working days thereafter, the Agency representative will provide to the employee a written decision.

Grievances concerning the Merit Promotion Plan or Article 13 of this Agreement will be presented to the Agency's Merit Staffing Office which must give its reply in writing within ten working days.

Step 3. If the grievance is not settled at the previous step, the grievant and/or the Union may within ten working days after receipt of the written response submit the grievance to the Chief, Labor-Management Relations Division. This submission will include the written material exchanged at the previous steps. The Chief, Labor-Management Relations Division or his/her designee, will review the record of the case, investigate as he/she sees fit, meet with the aggrieved employee and/or his/her Union representative, if any, and give the employee a written decision within 30 working days after receipt.

B. Union representation at Steps 2 and 3 of the grievance procedure shall be by the Chief Steward or his/her designated representative. The Chief Steward may designate from the bargaining unit either/or one of the 20 stewards or an elected officer of the Union. In addition, the Union may call upon the district or National Office of the Union for a representative to be present and assist the grievant at a grievance presentation.

Section 7.

A. Union grievances will be submitted to the Agency at Step 3 (to the Chief, Labor-Management Relations Division) within 20 working days of the violation or from the date the Union became aware of the alleged violation. A grievance on a continuing condition may be filed at any time during the existence of that condition.

- B. In any charge by the Union that the Agency violated Title VII of the Civil Service Reform Act, the Union may submit the matter for consideration under this negotiated grievance procedure or as an unfair labor practice, but not both.
- C. Grievances by the Agency will be submitted to the Union directly at Step 3 (to the President of the Union) within 20 working days of the violation or from the date that the Agency became aware of the alleged violation, or any time as long as a continuing condition exists.

Section 8. Within 20 working days after the Agency or Union has issued its Step 3 written response, either Party may request in writing the arbitration services of the Federal Mediation and Conciliation Service. A copy of the request shall be sent to the other Party. If an unresolved grievance is not referred for arbitration within this time limit, it shall be deemed satisfied or denied. Arbitration can be invoked only by the Parties to this Agreement.

Section 9. Questions of grievability and/or arbitrability shall be served upon the other Party as soon as possible, but in no case later than 20 working days after arbitration has been invoked. Unresolved questions of grievability and/or arbitrability shall be presented to the arbitrator as the threshold step of the arbitration, and the arbitrator shall render a decision on the threshold issue before hearing the merits.

Section 10. If for any reason the Agency or the Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service is empowered to make a direct designation of an arbitrator to hear the case.

Section 11. All time limits in this Article may be extended by mutual consent of the Parties. Failure of the Agency/Union to observe the time limits at Steps 1 and 2 entitles the employee or the Union/Agency to proceed to the next step. Failure of the employee, Agency or Union to proceed to the next step within the established time limits will constitute resolution of the grievance on the basis of the Agency's/ Union's last proposal.

Section 12. While both Parties will make every effort to settle grievances in less than the time limits specified by this Article, it is recognized that because of the interrelation of the Agency's domestic and overseas operation there may be occasions when both Parties may need to obtain documents, statements or information from sources other than AID/W or when principals to the grievance may be temporarily unavailable.

Section 13. The Federal Mediation and Conciliation Service shall provide the Parties with a seven person panel of impartial qualified arbitrators. The Parties will meet within five working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Parties alternately each strike one arbitrator's name from the list of seven. The remaining person will be the duly selected arbitrator. Whether the Agency or the Union strikes the first name will be determined by the flip of a coin.

Section 14. While recognizing that the timing of an arbitration will depend in part upon the schedule of the arbitrator, it is the Parties' intention to dispose of grievances promptly. If a Party desires to submit a brief, the submission date shall be set by the arbitrator based on the needs of the Parties and the reasonable length of the grievance litigation.

Section 15. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

Section 16. The arbitration award will be binding on the Parties. However, either Party may file exception to an award with the Federal Labor Relations Authority as prescribed in 5 U.S.C. 7122.

Section 17. All costs of the arbitrator, including fees and expenses shall be divided equally by the Parties. Either Party may request that a cost verbatim transcript of the proceedings be made and shall be liable for the cost of such transcript. If after declaring it does not wish a transcript, either Party determines it requires a copy, it will become liable for the costs of said transcript as though it had joined in the initial request. All other costs caused by either Party shall be borne by that Party alone.

This Agreement between A.I.D. and AGE will remain in full force and effect until June 15, 1990, subject to the conditions set forth in Article 2 of this Agreement. The Parties further agree that this Agreement shall become effective June 15, 1987.

FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES: