

Agreement
between the
Oak Ridge Operations Office
and the
Office of Scientific and
Technical Information
U.S. Department of Energy
and the
Local No. 268
Office and Professional Employees
International Union (AFL-CIO)

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PART I LABOR-MANAGEMENT RELATIONSHIP

PREAMBLE

This Agreement constitutes a collective agreement between the United States Department of Energy's (DOE's) Oak Ridge Operations Office (ORO) and the Office of Scientific and Technical Information (OSTI), hereinafter referred to collectively as *the Employer*; and the Office and Professional Employees International Union, Local No. 268, AFL-CIO, hereinafter referred to as *Local 268*, *OPEIU*, or *the Union*; together they are referred to as *the parties*.

ARTICLE 1 RECOGNITION AND COVERAGE

SECTION 1 SCOPE OF RECOGNITION

On March 6, 1981, the Federal Labor Relations Authority (FLRA) Region 4, in Case 4 R077, certified OPEIU as the exclusive representative of a unit including all professional and nonprofessional employees of the Department of Energy's Oak Ridge Operations Office and Office of Scientific and Technical Information, excluding employees represented by other labor organizations in exclusive units, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

SECTION 2 COVERAGE OF AGREEMENT

The terms and conditions of this Agreement apply only to positions within the bargaining unit and to employees assigned to those positions.

ARTICLE 2 GOVERNING LAWS AND REGULATIONS

SECTION 1 PRECEDENCE OF LAWS AND REGULATIONS

A. Binding Laws and Regulations

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth by the Office of Personnel Management (OPM); by published Department policies and regulations in existence at the time this Agreement is approved; and by subsequently published Department policies and regulations required by law or by the regulations of appropriate authorities.

B. Future DOE-Wide Regulations

Subsequently published Department policies and regulations which conflict with provisions of this Agreement, but which are not required by law or by the regulations of appropriate authorities, will be referred to the Union within five workdays of the date the Principal Management Contact receives the regulation. Unless the Union raises an objection within five workdays from the date of receipt, these regulations will be controlling. If the Union raises an objection during this period, then the Agreement will be controlling. If there is no objection, the parties will meet within fifteen workdays from the end of the five-day period to negotiate conformable changes to the Agreement and to meet and confer concerning any negotiable aspects of the required change and/or appropriate arrangements for employees adversely affected by the change.

SECTION 2 AGREEMENT GOVERNS

Where ORO/OSTI locally implemented regulations conflict with the provisions of this Agreement, the Agreement will be controlling except where such regulations are mandated by laws or the regulations of higher authority.

SECTION 3 MANDATED CHANGES OF AGREEMENT

A. Contract Preservation

The Employer agrees not to implement any regulation for bargaining unit employees which conflicts with the terms or conditions of this Agreement without such regulation being mandated by law, executive order, higher regulation, judicial decision by a court of appropriate jurisdiction, or other higher authority.

B. Reasons for Required Change

Amendment to this Agreement may be required by changes in applicable laws, executive orders, higher regulations, judicial decision by a court of appropriate jurisdiction, or other higher authority made after the effective date of this Agreement.

C. Procedures for Change

Laws, regulations, and decisions which mandate a change in this Agreement will be referred to the Union within five workdays of the date the Principal Management Contact receives the regulation. Within fifteen workdays from the date the Union receives copies of such laws, regulations, and decisions, the parties will meet to negotiate conformable changes to the Agreement and to meet and confer concerning any negotiable aspects of the required change and/or appropriate arrangements for employees adversely affected by the change.

D. Execution of Changes

Any changes or amendments to this Agreement which are negotiated and agreed to pursuant to this section will be duly executed by the parties and will become an integral part of this Agreement subject to all the terms and conditions of this Agreement.

SECTION 4 SEPARABILITY

Matters negotiated by the parties pursuant to this Agreement remain in effect until modified or abolished by

mutual consent or otherwise in keeping with the provisions of this Agreement. The Employer may depart from such provisions when mandated by Federal law or regulation or in accordance with other provisions of this Agreement; such departures are to be only from the part(s) of the Agreement which are affected by such laws, regulations, or provisions. Other provisions of the Agreement not affected shall remain in effect.

ARTICLE 3 MERIT PRINCIPLES

SECTION 1 GENERAL

The following are the Merit System Principles from 5 USC 2301, the *Civil Service Reform Act of 1978*:

A. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition which assures that all receive equal opportunity.

B. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition and with proper regard for their privacy and constitutional rights.

C. Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sectors, and appropriate incentives and recognition should be provided for excellence in performance.

D. All employees should maintain high standards of integrity, conduct, and concern for the public interest.

E. The Federal work force should be used efficiently and effectively.

F. Employees should be retained on the basis of the adequacy of their performance; inadequate performance should be corrected; and employees should be separated who cannot or will not improve their performance to meet required standards.

G. Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.

H. Employees should be:

1. Protected against arbitrary action, personal favoritism, or coercion for partisan political purposes and

2. Prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for election.

I. Employees should be protected against reprisal for the lawful disclosure of information which the employees reasonably believe evidences:

1. A violation of any law, rule, or regulation or
2. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health and safety.

ARTICLE 4 EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1 RESPECT IN THE WORKPLACE

It is the intent of the parties that all employees shall be treated with respect and dignity. All unit employees and the parties will put forth their best efforts to maintain the efficiency of the service and will conduct themselves in a courteous, professional, and businesslike manner in all their working relationships.

SECTION 2 RIGHT TO JOIN OR ASSIST THE UNION

Each unit employee has the right to form, join, or assist any labor organization or to refrain from any such activity freely and without fear of penalty or reprisal; and each employee shall be protected in the exercise of such right. Except as otherwise provided in law or this Agreement, such right includes the following rights:

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 the government, the Congress, or other appropriate authorities; and

B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by unit employees.

SECTION 3 RIGHTS TO REPRESENTATION

Any employee in the bargaining unit has the right to have union representation for matters covered by the negotiated grievance procedure or as otherwise provided for in this Agreement.

SECTION 4 EMPLOYEE PARTICIPATION CAMPAIGNS

A. Definition

An *employer participation campaign* is defined as the Combined Federal Campaign (CFC), the Federal Savings Bond Drive, the Medic Blood Drive, or other similar solicitations announced in published notices.

B. Cooperation of Parties

The parties agree to cooperate in the conduct of such campaigns and to encourage the participation and support of unit employees. The Union will appoint one member to the Federal Coordinating Group, which is responsible for the planning of the CFC, and will be asked to designate key people for the solicitation of employees for both the CFC and the bond drive. Published campaign results will credit the Union's role.

C. Voluntary Nature

Participation by individual employees is strictly voluntary. There shall be no discrimination in the workplace against any unit employee for nonparticipation or for any level of contributions.

D. Supervisory Participation

Supervisors or managers will not directly solicit employees but may encourage participation of employees by issuing memoranda or speaking to groups of employees.

SECTION 5 PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

A. Definition of Professional Organization

For the purpose of this Article, a *professional organization* would include any organization related to an employee's job function whose main purpose includes such things as improving the state of the art, issuing technical publications, or furthering the career development of members.

B. Principles of Participation

The parties encourage employee participation in professional organizations as one method of enhancing the employee's professional expertise. Individual participation or membership in such organizations is strictly voluntary; in recognition of this, the Employer will not require any unit employee to become a member or to participate as a member in any professional association. Such participation or

membership shall not be a condition for promotion, incentive award, or satisfactory job performance appraisal.

C. Payment of Expenses

1. The Employer will pay expenses in accordance with applicable travel regulations for the attendance of unit employees at meetings of professional organizations when such attendance is authorized as training.

2. When such attendance is not authorized as training, and when the Employer determines that it may derive benefits from the attendance of an employee at such a meeting, then the Employer may authorize excused absence without charge to leave for employees who wish to attend such meetings and are willing to pay their own expenses.

SECTION 6 EMPLOYEE SUGGESTIONS

Employees have the right to propose new and innovative ways to carry out the functions of ORO and OSTI in accordance with the provisions of DOE Order 3450.1B *Incentive Awards*.

SECTION 7 RIGHTS OF HANDICAPPED EMPLOYEES

The parties support the concept of equal opportunity for handicapped employees, consistent with appropriate governing regulations and the efficiency of the service.

SECTION 8 EMPLOYEES' RIGHT TO KNOW

When the Employer receives, through official channels, changes in law or controlling regulations or when the Employer makes final decisions, and these decisions or changes will directly affect personnel policies and practices or conditions of employment of unit employees, this information will be made available to employees.

SECTION 9 PRIVATE LIVES AND OFFICIAL DUTIES

There shall be no negative impact on any unit employee in the workplace for conduct or activities by that employee outside the workplace except as the Employer may determine necessary to carry out its responsibilities under various governing laws and regulations relating to standards of conduct, suitability, security, and restrictions on political activity, or unless such conduct or activities adversely affect the employee's work performance or the performance of other employees.

ARTICLE 5 RIGHT TO REPRESENTATION

SECTION 1 GENERAL RIGHT

The general right to representation is provided for under Article 4, *Employee Rights and Responsibilities*, Section 3.

SECTION 2 FAIR REPRESENTATION

The right to fair representation by the Union is provided for under Article 7, *Union Rights and Responsibilities*, Section 3.

SECTION 3 GRIEVANCES

The right to representation in grievances is provided for under Article 11, *Grievance Procedure*, Section 2.

SECTION 4 ACTIONS BASED ON PERFORMANCE

The right to representation in various situations involving actions based on performance is provided for under Article 22, *Actions Based on Performance*, Section 3.

SECTION 5 ADVERSE AND DISCIPLINARY ACTIONS

The right to representation during various disciplinary and adverse actions is provided for under Article 23, *Adverse and Disciplinary Actions*, Section 3.

ARTICLE 6 MANAGEMENT RIGHTS

SECTION 1 AUTHORITIES

Subject to Section 2 of this Article, 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 Employer; and

B. In accordance with applicable laws—

1. To hire, assign, direct, lay off, and retain employees in the agency, 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 Employer operations shall be conducted;
3. With respect to filling positions, to make selections for appointments from—
 - a. Among properly ranked and certified candidates for promotion; or
 - b. Any other appropriate source; and
4. To take whatever actions may be necessary to carry out the Employer’s mission during emergencies.

SECTION 2 PROCEDURES AND ARRANGEMENTS

Nothing in this Article shall preclude the Employer and the Union from negotiating—

- A. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivisions, 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 this section; or
- C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 7 UNION RIGHTS AND RESPONSIBILITIES

SECTION 1 INTERNATIONAL REPRESENTATIVES

International Representatives shall be afforded access to DOE facilities in accordance with applicable security regulations, for the conduct of legitimate collective bargaining business. Advance clearance is not required for visits to nonwork areas with employees who are on nonwork time. Lobbies, cafeterias, and other public use areas shall be considered nonwork areas. Visits with employees who are on work time must be cleared in advance with the Personnel Division, regardless of the visit’s location.

SECTION 2 STEWARD SYSTEM

A. Designated Stewards

Stewards shall be designated by the Union. The Employer agrees to recognize designated stewards as

employee representatives for bargaining unit employees in their assigned representational areas. Stewards shall be entitled to the use of official time under the provisions of Article 8, *Official Time for Union Representation*.

B. Number of Stewards

The Union shall designate stewards so that the total number of stewards compares to the total bargaining unit in a ratio of 1:30. In addition, the Employer agrees to recognize a Chief Steward who may not have a specific representational area. The number of recognized stewards may therefore rise or fall during the term of this Agreement, depending upon the size of the bargaining unit.

C. Representational Areas

1. One steward shall be appointed from each representational area established by the Union. A representational area may be established on an organization or location basis. Representational areas shall not overlap. As far as practicable, representational areas shall not be established so as to cover employees in more than one building. Each steward shall be a bargaining unit employee and must be employed within the representational area he or she represents.
2. When seeking assistance from a steward under the terms of this Agreement, an employee shall normally seek such assistance from the steward designated to represent the employee’s representational areas.

D. Employer Notification—Stewards

1. The Union shall provide the Employer a complete written list of designated stewards and their representational areas at least three workdays in advance of any steward’s functioning under the terms of this Agreement. The Union shall inform the Employer each time the stewards’ listing is modified or revised. In the case of a substantial revision, the Union shall provide a complete new listing. The above provision for advance notification applies to all revisions as well as the initial listing.
2. Should a grievance arise within the affected representational area during the three workday notification period, the Union may assign the Chief Steward, Assistant Chief Steward, or substitute steward to process the grievance.

E. Employer Notification—Officers

The Union shall furnish the Employer a written listing of the names, offices held, mailing addresses, and telephone numbers of all elected officers of the Local Union and of the shop committee and shall provide written notification of any changes to this listing within seven days of such change.

F. Posting of Stewards

The Union shall post lists of stewards on appropriate bulletin boards.

SECTION 3 DUTY OF FAIR REPRESENTATION

The Union acknowledges its duty to represent all bargaining unit employees equitably and without discrimination with regard to sex, race, color, creed, religion, national origin, political affiliation or nonaffiliation, age, physical handicap, or Union membership.

SECTION 4 EFFICIENCY OF THE WORK FORCE

The Union agrees to strive toward the creation and maintenance of an atmosphere in which every employee shall put forth his or her best efforts to maintain the efficiency of the organization. The Union agrees that the efforts of all bargaining unit employees are required to achieve these objectives and shall cooperate to this end.

SECTION 5 GOVERNING DOCUMENTS

The Union agrees to provide the Employer with a current copy of the ruling constitutions and bylaws and any changes thereto for both the Local and International Unions.

SECTION 6 NO STRIKE

The Union shall not call or participate in a strike, work stoppage or slowdown, or in picketing of the Employer in a labor-management dispute if such picketing interferes with the Employer's operations. The Union shall not condone any activity described above by failing to prevent or stop such activity. Informational picketing which does not interfere with the Employer's operations is permitted.

SECTION 7 ENTITLEMENT TO ACT

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all bargaining unit employees.

SECTION 8 FORMAL DISCUSSIONS

A. Union Right to Attend

The Union shall be given the opportunity to be present at formal discussions between the Employer and bargaining unit employees concerning grievances, personnel policies and practices, and other matters affecting general working conditions of bargaining unit employees.

B. Definition of Formal Discussion

A *formal discussion* for purposes of this section is defined as a meeting initiated by a supervisor or management official which clearly concerns grievances, personnel policies or practices, or other matters affecting general working conditions, including meetings discussing the way work is to be carried out when the work changes in themselves will have a substantial impact on working conditions.

ARTICLE 8 OFFICIAL TIME FOR UNION REPRESENTATION

SECTION 1 DEFINITION—OFFICIAL TIME

Official time means all time granted an employee by the Employer to perform representational functions covered by this Article when the employee would otherwise be in a duty status, without charge to leave or loss of pay, and shall be considered hours of work. This includes time spent by an employee performing such functions during regular working hours (including regularly scheduled overtime hours) or during a period of irregular, unscheduled overtime work, provided an event arises incident to representational functions that must be dealt with during the irregular, unscheduled overtime period.

SECTION 2 GENERAL PRINCIPLES

Any designated Union representative employed in the bargaining unit is expected first to perform the duties for which he is employed. The Employer agrees, however, that performance of those Union duties set forth in this Agreement shall not reflect unfavorably upon the Union representative.

SECTION 3 USE OF OFFICIAL TIME

Employees serving as Union representatives shall be excused from their official duties without charge to leave or loss of pay for reasonable periods of time to conduct necessary representational duties as required by law, regulation, or this Agreement. Time spent on representational duties covered by this Article shall be confined within reasonable limits and shall not be abused. Employees are responsible for performing authorized representational functions in a proper and expeditious manner. *Reasonable time* is defined as that period of time necessary to accomplish representational obligations established by the terms and provisions of this Agreement.

SECTION 4 SCHEDULING OFFICIAL TIME

Official time will be granted at reasonable times during working hours. The parties recognize the need to give due consideration to both the work priorities and responsibilities of the employee and the employee's representational duties in the scheduling of official time.

SECTION 5 REASONS FOR DENIAL OF OFFICIAL TIME

Official time shall be granted for the purposes specified in this Article unless legitimate work reasons require the presence of the Union representative or employee at agency tasks.

SECTION 6 PURPOSES OF OFFICIAL TIME

A. Stewards and Officers

Official time may be granted authorized Union representatives for the following purposes:

1. Meetings with the Employer on labor-management relations matters.
2. Presentation of grievances. This includes participation in hearings and meetings, including arbitration proceedings.
3. Participation in proceedings before the Federal Labor Relations Authority, subject to determination by the Authority.
4. Negotiation of a collective bargaining agreement, including attendance at impasse proceedings.
5. Travel time necessary for the performance of representational duties.

6. Preparation and presentation of reconsideration requests for withheld within-grade increases and responses to proposed adverse actions and suspensions, when the employee has requested representation.

7. Discussions with employees concerning potential grievances.

8. Preparation time for grievances and arbitrations to the extent necessary to interview witnesses and the grievant or to obtain or review material which cannot be obtained or reviewed during nonworking hours.

9. Labor relations training time as specified under Article 25, *Training, Development and Upward Mobility*.

10. Time for preparing classification appeals as specified under Article 16, *Position Classification*.

11. Presence at formal discussions as specified under Article 7, *Union Rights and Responsibilities*.

12. Any purpose specified elsewhere in this Agreement.

B. Chief Steward, Assistant Chief Steward, and Shop Chairman

The Chief Steward, Assistant Chief Steward, and Shop Chairman will be allowed reasonable time for preparation of paperwork and review of pertinent documents in connection with grievances, up to a maximum of a combined total of 225 hours each year.

C. Employees

Official time may be granted to employees for the following purposes:

1. Presentation of grievances. This includes participation in hearings and meetings, including arbitration proceedings, as a grievant or witness.
2. Participation in proceedings before the Federal Labor Relations Authority, subject to determination by the Authority.
3. Travel time as necessary for participation in the above proceedings.
4. Preparation and presentation of reconsideration requests for withheld within-grade increases and responses to proposed adverse actions and suspensions.
5. Discussions with their job steward concerning potential grievances.
6. Time for preparing classification appeals as specified under Article 16, *Position Classification*.
7. Interviews with Union representatives to discuss the employee's participation in a grievance or arbitration proceeding as a witness or grievant.

SECTION 7 PROCEDURES FOR OFFICIAL TIME

A. Notification to Supervisor

As far in advance as possible, the representative or employee will ask his immediate supervisor for permission to take time away from work and will provide the following information to the supervisor:

1. Purpose of the official time
2. Organization, room number, and telephone number where the time will be used
3. Estimated amount of time to be used
4. Date and hour proposed for use of the time

SECTION 8 LEAVE OF ABSENCE FOR UNION OFFICIALS

A. National Officers

The Employer agrees to approve a leave of absence for any unit employee who is elected to a national office position in the Union. Such leave without pay (LWOP) will be for up to 52 weeks or the maximum which the local managers can approve for this purpose under controlling regulations, whichever is greater.

B. Other Purposes

The Employer will consider requests for leave without pay for other Union purposes under the same criteria used for consideration of requests for LWOP for non-Union related purposes.

C. Return Rights

The Employer will attempt to place the returning employee in the position held at the time the leave was granted; however, if that position is not available, a position of like grade and pay will be offered.

SECTION 9 DISPUTE RESOLUTION

Should a dispute arise between the parties concerning the terms of this Article, the parties shall meet and confer on the issue within three workdays of the dispute's inception unless this time limit is extended by mutual agreement. If they fail to resolve the dispute through meet and confer, the issue may be referred to whatever step of the grievance procedure the parties agree is appropriate.

ARTICLE 9 OFFICIAL FACILITIES AND SERVICES

SECTION 1 BULLETIN BOARDS

A. Location and Use

The Employer agrees to provide the Union with 3 ft x 4 ft bulletin boards for its exclusive use. One (1) such bulletin board shall be located at each building site with twenty (20) or more bargaining unit employees. At building sites with fewer than twenty (20) bargaining unit employees, the Employer shall provide the Union reasonable space on appropriate bulletin boards which are under the Employer's control.

B. Posting Restrictions

The Union shall post no material which reflects adversely on the motive or integrity of any individual, other labor organizations, Government agencies, or the activities of the Federal Government. Material may be posted or removed from Union bulletin boards during nonworking time only.

SECTION 2 DISTRIBUTION OF LITERATURE

A. Times and Locations for Distribution

The Union may distribute literature to employees in work areas on nonwork time.

B. Use of Internal Mail System

The Union will have the right to use the internal mail to communicate with the employees in the bargaining unit. This will be restricted to one mailing a month. Management has the right to review material before it is mailed. This right to use the internal mail system will be denied if the material is determined to violate the terms and conditions of this section or is found to be inflammatory or defamatory. The union will not include material that pertains to partisan political matters, or which reflects on or attacks the integrity or motives of individuals, the Department, other unions, or other government agencies. The material can contain solicitation of membership, announcement of meetings, announcement of internal union elections, lists of candidates for DOE shop offices, and any labor matter of interest to the bargaining unit relating to labor-management relations matters. The material will be clearly identified as union material and not official DOE material. The material will be reasonable in size.

SECTION 3 USE OF MEETING ROOMS

The following conditions shall govern the use of the Employer's meeting rooms by the Union.

A. Use During Official Time

Upon advance request from the Union, the Employer will permit the use of its meeting rooms, when available, for the purposes specified in Article 8, *Official Time for Union Representation*.

B. Use of Internal Business

For its internal business, the Union may use the Employer's conference rooms in uncleared areas of FOB and OSTI, when they are available, from 6:00 pm to 11:00 pm, during lunch periods, and on weekends. Requests for use of these rooms must be made at least twenty-four hours in advance to either the Office Services Branch (for FOB) or the OSTI Assistant Manager for Resource Management (for OSTI). The parties recognize that the Employer's official business may require rescheduling on short notice. The Union agrees to comply with all security and housekeeping rules in effect at that time and place.

SECTION 4 USE OF OFFICIAL TELEPHONES

The Union may use the Employer's telephones for the purposes specified in Article 8, *Official Time for Union Representation*, Section 6. It is expected that such calls will be as brief as possible and will not be disruptive to other employees or the work of the office.

SECTION 5 USE OF COPYING EQUIPMENT

A. Self-Service Copiers

The Union may use the Employer's copying equipment during working hours, at no cost, for the reproduction of small quantities of material relating to the Labor-Management relationship.

B. Cost-Recovery Copying

The Union may use the ORO Reproduction Services for copying material on a cost-recovery basis. Material to be reproduced must be reasonable in size and may not be in such quantities that it interferes with or greatly delays the normal functioning of the Reproduction Services. Cost for such services shall be full cost-recovery or commercial rate, whichever is higher.

SECTION 6 USE OF TYPEWRITERS

The Union may use the Employer's typewriters for the typing of Union materials before and after working hours. The Chief Steward, Assistant Chief Steward, and Shop Chairman may personally use available typewriters during working hours under the conditions and for the purposes specified in Article 8, *Official Time for Union Representation*, Section 6B.

SECTION 7 USE OF FILE CABINET

The Employer will provide a lockable, four-drawer file cabinet for the Union's use. This cabinet will be located in the office of a designated Union representative.

SECTION 8 INFORMATION SERVICES

A. Departmental Regulations

The Employer shall furnish the Union with three copies of the DOE and ORO personnel and travel regulations. One copy of each document shall be furnished to the Shop Chairman, the Chief Steward, and the Assistant Chief Steward.

B. Designation of Contact

The Employer will designate a *Principal Management Contact* for the purpose of administering this Agreement and relations with the Union.

C. Unit Composition

The Employer will provide the Union with a semi-annual list, both alphabetical and organizational, of all bargaining unit employees. Such lists will include the name, position, title and grade, and duty station of each employee.

D. Unit Changes

1. Either party may propose changes in the recognized bargaining unit at any time.
2. Each party has a duty to inform the other party promptly of decisions which affect the status or existence of the bargaining unit.
3. The term *decisions*, as used above, excludes the movement of individual employees into or out of the bargaining unit, unless such movement is integral to a larger change in the bargaining unit.

SECTION 9 DISTRIBUTION OF AGREEMENT

A. Printing

The Employer will print this Agreement in booklet form at no cost to the Union.

B. Distribution

The Agreement will be distributed by the Employer in the following manner:

1. Each employee in the bargaining unit as of the date of distribution will receive one copy of the Agreement.
2. The Union will receive one hundred copies of the Agreement.

SECTION 10 INFORMATION TO NEW EMPLOYEES

The Employer will provide each newly hired bargaining unit employee with the following material upon entry on duty:

1. One copy of this Agreement
2. A current stewards listing for ORO/OSTI
3. One copy of the negotiated OPEIU Fact Sheet

ARTICLE 10 DUES WITHHOLDING

SECTION 1 GENERAL

A. Definition

Dues are defined as the regular, periodic amount of money uniformly required to maintain membership in good standing in the Union.

B. Eligibility

Any bargaining unit employee who is a member in good standing of the Union may authorize dues withholding at any time during the life of this Agreement.

C. Employer Service

The Employer agrees to withhold Union dues from the pay of bargaining unit employees who voluntarily authorize such deduction on Standard Form 1187. The Employer will deduct dues biweekly in the amount specified by the Union, provided that an employee's earnings during a particular pay period are sufficient to cover the amount of the allotment after other deductions have been made.

D. Costs

Dues withholding services will be provided at no cost to the Union.

SECTION 2 PROCEDURES

A. Form 1187

The Union is responsible for purchasing and distributing to its members Standard Form 1187. Photocopies are acceptable. The Union will forward properly executed and certified forms to the Personnel Division for processing.

B. Effective Date

Withholding requests submitted to the Personnel Division by the final Tuesday of a pay period will be effective at the beginning of the next pay period.

C. Changes in Dues Structure

The Union may alter the uniform amount of dues to be deducted no more frequently than once a year. A year, for the purposes of this Section, shall be defined as the twelve (12)-month period between the anniversary dates of this Agreement. The Union will provide the Employer with specifics of such changes at least fifteen (15) workdays in advance of implementation.

D. Union Duty to Inform

When an employee ceases to be a member in good standing of the Union, the Union will notify the Employer within five (5) workdays. In addition, the Union agrees to provide the Employer with the following information:

1. Name, address, and title of the local Union official responsible for certifying the amount of dues to be withheld on Form 1187 and periodic changes in that amount
2. Name, address, and title of the local Union secretary-treasurer to whom remittances shall be sent
3. Name of the payee for remittance checks
4. Amount of regular biweekly dues.

E. Remittance

Authorized deductions will be totaled, and a check for that amount will be forwarded by the Employer to the Union's local secretary-treasurer every two weeks. With the check, the Employer will send an itemized listing of employees for whom deductions were made and the amount deducted. Upon request from the Union, the Employer will explain why dues were not withheld for specific employees, such as insufficient salary, separation, etc. In addition, the

Employer will forward promptly to the Union a copy of any revocation notice it may receive.

SECTION 3 CORRECTION OF ERRORS

A. General

The Employer shall be held harmless for any errors associated with the withholding of dues. Administrative errors in remittance checks will be corrected and adjusted in a subsequent remittance check to be issued to the Union.

B. Notice of Error

In the event an error is made in the deduction of dues, the Employer agrees to send the affected employee the following notice:

An error has been made in deducting your Union dues from your paycheck for pay period ending_____. A description of the error appears below. As a result of this error, the Department will withhold \$_____from your check for pay period ending_____instead of the usual amount withheld. If you have any questions, please contact the payroll office.

Description of Error: _____

SECTION 4 TERMINATION OF WITHHOLDING

A. Voluntary Revocation

A properly executed authorization to deduct dues may not be revoked for a period of one (1) year from its effective date. After one (1) year an authorization may be revoked annually only, on May 1st of each calendar year.

B. Movement Out of Unit

1. Except as provided for in 2. below, the Employer shall discontinue paying an allotment when the allotter is separated from the Employer; transfers between agencies; moves, is reassigned or promoted outside the bargaining unit; is suspended or expelled from the Union; or when this dues withholding agreement between the parties is terminated, suspended, or ceases to be applicable to the allotter.

2. The Employer shall permit an employee within the bargaining unit, who transfers within the same agency, to continue on a temporary basis to make an allotment for dues to the Union under the following conditions:

- a. The transfer of the employee is in connection with a transfer of function or reorganization; and

- b. The employee was in the bargaining unit, which unit was transferred in whole or in part to another agency, or different organizational group within the same agency.
- c. A substantial question of successorship exists; that is, a question as to whether the Union which held exclusive recognition for the unit is eligible to retain the recognition previously granted to it by the losing agency; and
- d. The continuation of dues allotment is on a temporary basis until such time as the recognition status of the unit is clarified.

C. Temporary Reassignments

Details or temporary promotions of less than 120 days outside the bargaining unit are not sufficient to terminate dues withholding.

D. Notice of Termination of Dues Withholding

1. When a bargaining unit member is reassigned or promoted to a position outside the unit, the Employer will notify the employee that dues withholding is being terminated and that, under certain conditions, the employee is free to remain a Union member.

2. The Employer will forward to the Union a quarterly listing of all employees who were so notified.

SECTION 5 DURATION

This Article will remain in effect after the termination of this Agreement and until the completion of negotiations for a new Agreement, including any impasse proceedings. The parties may mutually agree to extend the provisions of this Article at any time.

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION 1 DEFINITION, SCOPE, AND EXCLUSIONS

A. Definition

Grievance means any complaint—

- 1. By any employee concerning any matter relating to the employment of the employee;
- 2. By the Union concerning any matter relating to the employment of any employee; or

3. By 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.

B. Scope

These negotiated grievance procedures are the exclusive procedures available to bargaining unit employees for resolving grievances as defined herein, except that, under the conditions listed below, employees may elect to appeal through either the negotiated grievance procedure or a statutory procedure, but not both.

1. Prohibited personnel practices relating to discrimination on the basis of race, color, sex, religion, national origin, age, handicapping condition, marital status, or political affiliation;
2. Adverse actions covered under Article 22, *Actions Based on Performance*, and Article 23, *Adverse and Disciplinary Actions*, including removal, reduction in grade or pay, and suspensions of more than 14 days.

C. Exclusions

The negotiated grievance procedure shall not cover grievances concerning:

1. Prohibited political activities
2. Retirement, life insurance, or health insurance
3. Suspension or removal for national security reasons
4. Any examination, certification, or appointment
5. Classification of any position which does not result in the reduction in grade or pay of an employee

SECTION 2 GENERAL GRIEVANCE PRINCIPLES

A. Employee Right to Grieve

1. Individual employees have the right to file grievances under these procedures without harassment, discrimination, or reprisal. The fact that an employee has filed a grievance, presented a grievance, or has served as a witness in any grievance proceeding will not cause any official reflection on the standing of that employee with his or her supervisor or the Department.

2. Employees and representatives of the Employer and the Union who have relevant information concerning any matter for which remedial relief is available under this Article shall, in seeking resolution of such matter, be

assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal.

3. Neither the Employer nor the Union shall restrain, interfere with, coerce, or discriminate against any employee in the exercise of his or her right to designate a Union representative under the terms of this Article.

B. Union’s Right to Grieve

The Union’s right to grieve shall be limited only by the specific restrictions placed thereon elsewhere in this Article. The Union may file grievances on behalf of any employee or group of employees, with the understanding that any grievance seeking relief for an individual or group must be signed by one employee, if an individual grievance, or at least two employees if a group grievance.

C. Resolution to Grievances

The parties agree to the general principle that every effort will be made to settle grievances at the lowest practicable level. Nothing in this Agreement shall be construed as precluding discussion between an employee and his or her supervisor about a matter of concern to either of them. Also, once a matter has been made the subject of a grievance under this procedure, nothing in this Agreement shall preclude either party from attempting to resolve the grievance informally.

D. Definition of Issues

1. The grievant will make every effort, on a good faith basis, to present all the facts and fully define all the issues at Steps 1 and 2 of the grievance procedure.

2. Likewise, the recipient of the grievance will make every effort, on a good faith basis, to raise questions on the grievability or arbitrability of a grievance at Steps 1 and 2, subject to the parties’ understanding that this determination may change if the definition of the issues changes or if new facts are presented during the processing of a grievance.

3. When a question of grievability is raised by either party, this question will be attached to the grievance and discussed as the grievance is processed.

E. Official Time

In processing matters under these procedures, grievants and Union representatives are entitled to the use of official time in accordance with the provisions of Article 8, *Official Time for Union Representation*.

F. Consolidation of Grievances

Individual employee grievances covering identical or similar matters will be consolidated and processed as a

single grievance, subject to the employee's right to present his or her own grievance. Other grievances may be processed in a consolidated manner by mutual consent.

SECTION 3 TIME LIMITS FOR PROCESSING GRIEVANCES

A. General

Failure of the party grieved against to meet the time limits prescribed in this Article shall permit the grievant to move the grievance to the next step of the grievance procedure. Failure of the grievant to meet the prescribed time limits shall constitute withdrawal and termination of the grievance.

B. Initial Step

A grievance concerning a continuing practice or condition may be initiated at any time. A grievance concerning a particular act or occurrence must be initiated within 10 workdays of the date of the act of occurrence, or within 10 workdays of the date the grievant became aware of the act or occurrence.

C. Extensions

1. If new facts are introduced relating to a grievance, if the definition of the issues in a grievance changes, or if the recipient's position on the grievability or arbitrability of a grievance changes at any step beyond the informal step, the time limits prescribed at that step shall be automatically extended as follows: at Step 2 or 3 of the employee grievance procedure or at Step 2 of the party grievance procedure, this extension shall be 5 workdays. At the Conference Step, the extension shall be 10 workdays.

2. The time limits prescribed in this Article may be extended by mutual agreement of the parties.

SECTION 4 EMPLOYEE GRIEVANCES

A. Use of Employee Procedure

This procedure will be used for all grievances, as defined in this Article, which are initiated by a single employee or a group of employees. Any grievance for which the grievant wishes personal relief must be signed by that grievant. Group grievances, in which personal relief is sought for each individual in a group, must be signed by at least two employees in that group.

B. Step 1

An employee shall first present the grievance informally to the immediate supervisor. The employee shall

specify that an informal grievance is being initiated. The supervisor must give an oral response within 10 workdays of the date the grievance is initiated. The parties anticipate that most grievances will be settled at this informal level.

C. Step 2

If the employee is not satisfied with the Step 1 answer, the employee may reduce the grievance to writing and present it to the second-level supervisor within 10 workdays of receipt of the Step 1 answer. The written grievance shall include a description of the complaint, the issues involved, and the remedy requested by the employee. If the grievance is a group grievance, the group involved shall be clearly defined. A written decision will be given to the employee within 10 workdays of receipt of the grievance.

D. Step 3

If the employee is not satisfied with the Step 2 answer, the grievance may be submitted to the Manager of ORO or OSTI as applicable, within 5 days of receipt of the Step 2 written decision. A written decision will be given to the employee within 15 workdays of receipt of the grievance.

E. Meetings

The parties recognize their duty to meet, as needed, during the grievance procedure. A meeting to discuss a grievance shall be held at any step of the grievance procedure, at the request of either party or of the grievant.

F. Variations

Any step of the grievance procedure may be waived by mutual agreement of the parties. Furthermore, the organizational placement of the grievant's position may result in less than a three-step procedure in some cases.

G. Presentation of Grievances

This procedure grants the right of the Union to present grievances on behalf of employees. It also assures each employee the right to present a grievance on the employee's own behalf. In situations where the employee is presenting his or her own grievance, the Employer will notify the appropriate Union representative, who will be given an opportunity to be present during the grievance proceeding.

H. Union Representatives

Copies of the written decisions at Steps 2 and 3 will be given to both the employee and the Union representative. The Union representative at Steps 1 and 2 will normally be the Union steward assigned to the grievant's

representational area. At Step 3, both the assigned steward and the Chief Steward may attend the grievance proceeding. At the conference step, specified in Section 6B below, no more than two Union representatives who are employed in the unit may attend on official time without mutual consent of the parties.

SECTION 5 PARTY GRIEVANCES

A. Use of Party Procedure

This procedure will be used by the Employer for filing any grievance against the Union and by the Union for any grievance in which the Union is the grievant.

B. Step 1

The parties will attempt to resolve the grievance informally through discussions between the Chief Steward and the Principal Management Contact, or their designees. The recipient of the grievance will provide an oral response within 10 workdays of the date the grievance is initiated.

C. Step 2

If the grievant is not satisfied with the Step 1 answer, that party may reduce the grievance to writing within 10 workdays of receipt of the Step 1 answer. The written grievance shall include a description of the complaint, the issues involved, and the remedy requested by the grievant. The grievance shall be signed. The Director, Personnel Division, and the DOE Shop Chairperson, Local 268, shall be counterparts at this step. If either party desires a meeting, the Director and the Shop Chairperson or their designees, shall meet to discuss the grievance. The recipient of the grievance shall give a written reply within 10 workdays of its receipt.

SECTION 6 APPEAL TO ARBITRATION

A. Notice of Intent

Any matter not resolved satisfactorily under these procedures may be appealed to arbitration in accordance with Article 12, *Arbitration*. If arbitration is to be invoked, the moving party must provide the other party with written notice of its intent within 15 workdays of receiving the final grievance decision.

B. Conference Step

At the request of either party, a conference will be held during this period of 15 workdays between the Director, Personnel Division, or his designee and the International

Representative or Business Agent of the Union. The conference will explore possibilities for settlement of the matter in dispute.

ARTICLE 12 ARBITRATION

SECTION 1 INVOKING ARBITRATION

When arbitration is invoked under the provisions of Article 11, *Grievance Procedure*, written notice of the intent to invoke arbitration must be provided to the other party within the time limits specified.

SECTION 2 EXPEDITED ARBITRATION

A. Scope

The parties agree that all unresolved disputes involving minor disciplines shall be referred to expedited arbitration. *Minor discipline*, for purposes of this Section, means oral admonishments, letters of reprimand, and suspensions of five days or less. In addition, expedited arbitration may be used in any case where the parties mutually agree on its use.

B. Nonprecedential Nature

Decisions in cases processed under the expedited arbitration procedure are understood to be nonprecedent setting.

C. Selection of Arbiters

The parties will establish a panel of five arbiters from within the Eastern time zone in the state of Tennessee who will hear expedited arbitration cases. Within five workdays from receipt of the arbitration notice, the parties will meet to select an arbiter from this panel by alternately striking names from the list until one name remains. The decision as to which party shall strike the first name will be determined each time by a flip of the coin.

D. Setting the Hearing Date

Upon selection of the arbiter, the parties will jointly communicate with the arbiter to set a mutually agreeable date for the arbitration hearing. The arbiter is expected to set the hearing date within 15 workdays of the date of contact. If the arbiter fails to set the hearing date within this time frame, the parties will discuss options in the following order:

1. Extend the time limits;
2. Select the arbiter whose name was struck last;

3. Request Federal Mediation and Conciliation Service (FMCS) to send a list of seven arbiters;
4. Select one of the remaining arbiters on the expedited arbitration panel by lot.

If the parties are unable to agree on one of the first three options or on any other option which may be considered by the parties, then the fourth option will be used.

E. Transcripts

No transcript shall be made of an expedited arbitration proceeding.

F. Briefs

Briefs may be filed in an expedited arbitration case at the option of either party. Briefs are due within 10 workdays of the closing date of the hearing.

G. Due Date of Decision

In any expedited arbitration case, the arbiter’s written decision shall be due within 15 workdays of the receipt of briefs or within 15 workdays of the closing date of the hearing if the parties agree to waive briefs in a particular case.

H. Removal of Arbiters

Either party may remove an arbiter from the expedited arbitration panel for just and sufficient cause, including flagrant disregard of the time limits specified in this Article. This option may be exercised only once by each party during the term of this Agreement. If an arbiter is removed under this provision, a replacement will be selected by the parties.

SECTION 3 REGULAR ARBITRATION

A. Scope

This procedure will be used in all cases where the expedited arbitration procedure is not used.

B. Selection of Arbiters

Within five workdays from the date of receipt of the arbitration notice, the parties will jointly request a list of seven arbiters from the Federal Mediation and Conciliation Service. Within 5 workdays of receipt of the list, the parties will meet to select an arbiter. The parties shall select an arbiter by alternately striking the names from the list until one name remains. The remaining person shall serve as arbiter. The decision as to which party shall strike the first name will be determined each time by a flip of the coin.

C. Setting the Hearing Date

Upon selection of the arbiter, the parties will jointly communicate with the arbiter to set a mutually agreeable date for the hearing. The arbiter is expected to set the hearing date within 30 workdays of the date of contact. If the arbiter fails to set the hearing date within this time frame, the parties will discuss options in the following order:

1. Extend the time limits;
2. Select the arbiter whose name was struck last;
3. Request FMCS to send a new list of seven arbiters;
4. Select an arbiter from the expedited arbitration panel.

If the parties are unable to agree on one of the first three options or on any other option which may be considered by the parties, then the fourth option will be used.

D. Transcripts

If one of the parties desires a written transcript of the hearing, that party will bear all costs of the transcript and will provide a copy of the transcript, at no charge, to both the arbiter and the other party to the hearing. The transcript shall be due within 15 workdays of the close of the hearing.

E. Briefs

Briefs may be filed at the option of either party, due within 15 workdays of the closing date of the hearing, or within 30 workdays of the closing date of the hearing if a transcript is made.

F. Due Date of Decision

The arbiter’s written decision shall be due within 30 workdays of the receipt of briefs or within 30 workdays of the closing date of the hearing if the parties agree to waive briefs in a particular case.

SECTION 4 GENERAL ARBITRATION PRINCIPLES

A. Authority of the Arbiter

The arbiter will have no authority to add to, subtract from, alter, amend, or modify in any way any provision of this Agreement.

B. Definition of Issues

If the parties are unable to agree on a joint definition of the issues, the arbiter is empowered to define the issues of that particular grievance.

C. Arbitrability Disputes

In a grievance which includes a question of arbitrability, the arbiter will hear both this issue and the merits of the case at the hearing but will address the arbitrability question as a threshold issue in the decision.

D. Time and Place for Arbitration Hearing

The arbitration hearing will be held on the Employer's premises during the normal working hours (8:00 a.m.–5:00 p.m.) of the normal Monday-Friday workweek.

E. Conduct of the Arbitration Hearing

At least 10 workdays prior to the hearing date, the parties shall exchange lists of witnesses whom they expect to have testify. At the same time, each party shall also provide the arbiter with a copy of its list. DOE bargaining unit employees participating in the hearing as a grievant or as witnesses and one bargaining unit employee participating in the hearing as a representative of the grievant will be excused from duty, if otherwise in a duty status, for such participation in accordance with the provisions of Article 8, *Official Time for Union Representation*.

F. Postponement of Hearing

Once a hearing date has been set in accordance with the provisions of this Article, there shall normally be no recess, postponement, or rescheduling of the hearing by the parties without mutual consent. If the parties are unable to agree, the issue may be referred to the arbiter for decision. The arbiter will grant postponement only if one of the parties would otherwise be seriously handicapped in its ability to present its case. The maximum postponement will be 15 workdays for an expedited arbitration hearing or 30 workdays for a regular arbitration hearing.

G. Reopening Record

The conduct of the arbitration hearing is determined solely by the arbiter. Once the arbiter has closed the record, however, the arbiter may not reopen the record at a later time to hear the testimony of additional witnesses except by mutual agreement of the parties.

H. Arbiter's Decision

The arbiter's decision must be in writing and must include a finding of the facts and an opinion containing the reasoning and basis for the decision. The arbiter will send a copy of the decision to each party.

I. Clarification of Decision

By mutual consent only, the parties may jointly or singly request clarification of the arbiter's decision from the arbiter.

J. Appeal of Arbitration Awards

Either party may file exceptions to an arbiter's award in accordance with the provisions of 5 U.S.C. 71. Exceptions may be filed only where one of the parties thinks that the award is deficient because it is contrary to law, rule or regulation, or on other grounds similar to those applied by Federal courts in private-sector labor-management relations.

K. Costs of Arbitration

The fee and expenses of the arbiter shall be shared equally by the parties. Any fee associated with the submission of an arbitration panel shall also be shared equally by the parties. Each party shall bear the expense of its own non-employee witnesses.

L. Refusal to Select an Arbiter

The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbiter to hear the case in the event:

1. Either party refuses to participate to conclusion in the selection of an arbiter; or
2. Either party fails to meet the time limits specified for the selection of an arbiter without mutual consent of the parties.

M. Termination of Procedures

Any grievances in process as of the date this Agreement terminates under the provisions of Article 30, *Duration*, will continue to be processed under the grievance and arbitration procedures of this Agreement.

ARTICLE 13 MIDTERM DEALINGS

SECTION 1 MEET AND CONFER

The parties will meet once a month on matters of concern to either party. Such meetings may be held more frequently than once a month or deferred, by mutual consent of the parties, and will be scheduled at mutually convenient times. The Union's Chief Steward and the Principal

Management Contact will arrange these meetings and will trade tentative agendas on the subjects to be considered at least forty-eight hours in advance. In addition to International Representatives, the Union may designate up to three employee representatives to attend these meetings. Names will be provided to the Employer at least twenty-four hours in advance. Such discussions held during the life of this Agreement shall not be construed as rising to the level of negotiations.

SECTION 2 EMPLOYER PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

When the Employer wishes to propose changes in personnel policies and employment conditions not covered by the provisions of this Agreement, it will notify the Union's Chief Steward in advance of implementation. Within a reasonable period of time following notification, the Union may request discussions or negotiations, as applicable, on the proposed changes. The parties recognize the need for confidentiality in their discussions of certain sensitive matters.

SECTION 3 STANDING COMMITTEES

A. General

The parties recognize the need for employee input into matters affecting working conditions of unit employees. When standing committees are established by the Employer which include unit employees in other than their official work capacity, and the function of such a committee is to deal with negotiable matters affecting conditions of employment, the Union may appoint an appropriate number of Union representatives to the committee.

B. Union Representatives

The Union representatives on such committees shall participate as full members. Local 268 agrees to keep the Employer informed of its designated representatives on all committees.

C. Coverage

The two committees to which this Article currently applies are the ORO/OSTI Safety Committee and the Diversity Advisory Council.

ARTICLE 14 PAST PRACTICES

SECTION 1 DEFINITION

A *past practice*, for purposes of this Article, is defined as a personnel policy, practice, or working condition which has existed for such a period and in such a manner as to establish a formal or tacit understanding and acceptance of the practice by the Employer and employees.

SECTION 2 CHANGE

It is agreed that practices which exist on the effective date of this Agreement, but are not specifically covered by it and do not contravene its terms, shall not be changed except by mutual consent of the parties.

SECTION 3 CORRECTION OF PROBLEMS

This Article shall not apply to changes which result from bringing individual variances into line with group practices or from correcting deviations from this Agreement or from governing laws and regulations.

SECTION 4 INTEGRITY OF AGREEMENT

Nothing in this Article shall serve to contravene the other written terms of this Agreement.

ARTICLE 15 SUCCESSORS

SECTION 1 SUCCESSOR EMPLOYER

In the event that another organization succeeds ORO/OSTI as the *Employer*, it is expected that the successor will adhere, as far as practicable, to the personnel policies and practices and matters affecting working conditions, including dues withholding, provided in this Agreement until the *successor* has fulfilled its bargaining obligation with the Union.

SECTION 2 REPRESENTATION QUESTIONS

In the event of a reorganization in which a question of successorship or representation or a question as to the

appropriateness of the bargaining unit arises, the gaining Employer is expected to maintain recognition of the Union and adhere to the terms of this Agreement, including dues withholding, as far as practicable, until the above questions are resolved.

SECTION 3 UNION REORGANIZATION

In the event that another labor organization, as defined in 5 U.S.C. 71, succeeds the *Union* due to merger, reorganization, or a change in name, this Agreement shall remain in full force and effect.

PART II PERSONNEL ADMINISTRATION

ARTICLE 16 POSITION CLASSIFICATION

SECTION 1 POSITION DESCRIPTIONS

A. General

Within 30 calendar days of filling a position, employees will be provided with an adequate position description. The position description will accurately reflect the principal duties, responsibilities, and supervisory relationships involved.

B. Changes in Job Duties

When changes occur in the regularly assigned principal duties, responsibilities, or supervisory relationships of any position, the position description will be amended to accurately reflect such change.

SECTION 2 NOTIFICATION OF CLASSIFICATION AUDITS

The Employer will provide unit employees with at least two workdays' notice of each classification audit to be conducted by the ORO personnel staff. The employee may waive this notice at his or her option and request that the audit be scheduled sooner.

SECTION 3 OUTSIDE CLASSIFICATION REVIEWS

A. Notice to Union

The Employer will provide the Chief Steward with timely notice of personnel management evaluation reviews conducted by any agency or organization outside ORO/OSTI which will involve classification audits with bargaining unit employees.

B. Survey Results

The Employer will provide the Chief Steward with a summary of the findings of such classification reviews of bargaining unit positions.

SECTION 4 CLASSIFICATION REVIEW

A. Request for Review

An employee may request at any time that the Personnel Division review the classification of his or her position. If the position has not been audited within the past twelve months, the Employer is obliged to conduct such a review.

B. Contents of Request

Such request must be in writing and must include the reasons for alleging that the position is improperly classified.

SECTION 5 CLASSIFICATION APPEALS

A. Appeal Route

1. A GS employee may appeal the classification of his or her position at any time to ORO/OSTI, DOE, or OPM, as appropriate.

2. OPM guidelines require that a wage-grade employee must appeal to DOE Headquarters before appealing to OPM.

B. Retroactivity

An appeal filed within 15 calendar days from the date of a downgrading action will preserve an employee's right to retroactive restoration of any loss of pay if the appeal decision is favorable to the employee. The term appeal as used herein means a simple written statement such as "I am appealing" followed by a fuller written explanation within 14 calendar days.

C. Official Time

Employees and their representatives, if applicable, may use official time in the preparation of classification appeals only for the following purposes:

1. Discussions with supervisors or the personnel staff on such topics as job duties and responsibilities, the classification systems in general, or the interpretation of standards.
2. Obtaining classification standards and other documents which may be copied or taken from the office.
3. Reviewing pertinent documents and records which cannot be taken from the office or copied.

SECTION 6 INFORMATION SERVICES

In cases of downgrading actions, the Employer will continue the practice of fully informing the affected employees concerning appeal rights, procedures, options, time limits, forms, and grievance rights.

ARTICLE 17 MERIT STAFFING

SECTION 1 GENERAL PROVISIONS

A. Merit Staffing Program

The parties hereby adopt ORO Order 3335.1C the ORO/OSTI Merit Promotion Program, as modified by the provisions of this Article, for bargaining unit positions.

B. Revisions in Program

1. No revisions will be implemented in ORO Order 3335.1C which will affect bargaining unit positions until the Union has been given the opportunity to discuss or negotiate, as appropriate, on such proposed changes.

2. The parties agree that if and when ORO Order 3335.1C is revised to reflect the provisions agreed to in this Article, such revisions will be effective only after agreement between the parties.

C. Administration of the Program

The Merit Promotion Program will be administered in an equitable and consistent manner within the restrictions imposed by ORO Order 3335.1C, other governing laws and regulations, and this Agreement.

D. Statutory Appeals

In cases involving prohibited personnel practices as defined in 5 U.S.C. 7121(d) (alleged discrimination),

employees shall retain their rights to appeal *either* through the negotiated grievance procedure or through a statutory procedure, but not both.

SECTION 2 COMPETITIVE/NON-COMPETITIVE PERSONNEL ACTIONS

A. Limitation on Non-Competitive Promotions

1. Selections resulting in the promotion of an employee because of the assignment of additional duties and responsibilities will be made competitively if:

- a. Other employees in the bargaining unit would be unduly deprived of the opportunity to compete for higher-graded positions; and
- b. The accretion of new duties is the result of planned management action and a vacancy exists; or
- c. Such promotion would result in a change in organization.

2. Career promotion resulting from an employee's current position being reclassified at a higher grade because of additional duties and responsibilities may be taken without regard to the competitive procedures provided (1) that the accretion of duties did not result from planned management action or (2) that no actual vacancy exists within the employee's current organization. The promotion must not be more than one grade above the current grade for one-grade interval occupations or two grades above the current grade for two-grade interval occupations. Such career promotions are prohibited if the accretion of higher-graded managerial, supervisory, or work leader duties and responsibilities is to a position which is not already classified as that of a manager, supervisor, or work leader, respectively. When non-competitive promotion actions are effected in accordance with this paragraph, the OPEIU Shop Chairperson will be notified.

B. Temporary Promotions

Temporary promotions not exceeding 120 days may be made without regard to competitive procedures. The 120-day limitation includes prior service within the preceding 12 months under all details to higher-graded positions and all temporary promotions.

C. Issues

Either the employer or the union may request a meeting to define and reach agreement on issues pertaining to the provisions of this article.

SECTION 3 MISCELLANEOUS STAFFING PROVISIONS

A. Performance as a Ranking Element

1. Supervisory appraisals made in connection with the Merit Promotion Program (Form OR-11) will:
 - a. Be accurate and objective.
 - b. Contain ranking factors relevant to the duties of the vacancy.
 - c. Be grievable under this Agreement.
2. Employees have the right to review and comment upon the supervisory appraisal prior to its submission to the personnel office.

B. Posting of Vacancy Announcements

1. Vacancy announcements will be posted for a minimum of 21 calendar days for unit positions at GS-13 and up. Vacancy announcements for unit positions below GS-13 will be posted for a minimum of 10 workdays.
2. A copy of the all vacancy announcements for unit positions will be sent to the Union's Chief Steward simultaneously with posting.
3. The Employer will continue to post vacancy announcements in prominent locations.

C. Selective Placement Factors

No selective placement factor may be established or used which:

1. Unduly restricts the number of eligible candidates;
2. Is not essential to successful performance;
3. Could be obtained through a brief period of training or adjustment, or learned in a reasonable period of time, generally held to be ninety days;
4. Requires formal education;
5. Increases the amount of specific or general experience requirements listed in OPM guidelines; or
6. Is inappropriate for the grade and type of position to be filled.

D. Priority Placement Referrals

Upon request, the personnel office will give unit employees the reasons for their nonreferral for specific positions.

SECTION 4 INFORMATION SERVICES

A. Union Access to Promotion Files

1. The Union's Shop Chairman, Chief Steward, and Assistant Chief Steward may have access to information in

merit promotion files on unit vacancies to the extent allowable under governing laws and regulations.

2. Access will be allowed to the extent necessary and relevant for the Union's representational needs.

3. The Employer will inform the Union of the types of information, if any, that have been sanitized from the files.

4. Disputes over whether the information requested is necessary and relevant under (2) above will be subject to the negotiated grievance procedure.

B. Information on Selections

1. The Employer will send the Chief Steward notice of selections for posted unit positions.

2. The Employer will send the Chief Steward notice of posted unit vacancies not filled.

3. The Union may inspect any certificate (unsanitized) for posted unit positions on request.

SECTION 5 MERIT PROMOTION PROGRAM REVIEW

The Employer will conduct an annual review of the Merit Promotion Program. Input from the Union will be solicited as part of this review, and the findings of the review, including statistical information, as it applies to unit positions will be discussed with the Union.

SECTION 6 DETAILS/TEMPORARY PROMOTIONS

A. Definition

A *detail* is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his or her regular duties at the end of the detail. A position is not filled by a detail, as the employee continues to be the incumbent of the position from which detailed. A temporary promotion is the temporary assignment of an employee to a higher graded position for which the employee meets basic qualifications.

B. Use/Procedures

1. Details will be used only to meet the legitimate staffing needs of the Agency, as discussed in OPM guidelines, and will not be used to compromise the open competitive principle of the merit system.

2. Employees temporarily assigned to higher graded positions will be given a temporary promotion when the employee meets basic qualifications at time of the assignment; however, if the employee does not meet basic qualifications for the higher graded position, the assignment will

be processed as a detail. Competition is required for temporary promotions exceeding 120 days.

3. Prior to initiating extensions of details to higher graded positions, qualifications will be reviewed to determine if a temporary promotion should be considered. If the supervisor is aware that the employee would become qualified during the detail period, the termination date of the initial detail will be adjusted accordingly.

4. The union will be notified when a bargaining unit employee is detailed to a position with unclassified duties. Details to unclassified duties will be limited to 120 days. Supervisors will ensure that these duties are properly described and position descriptions forwarded to the personnel office for classification within 60 days after the beginning date of the detail and classification be completed within 120 days. Exceptions to this policy will be discussed with the union. Employees serving on Source Evaluation Boards (SEB) will be exempt from the 120-day limitation.

C. Recording Details

Details in excess of 30 calendar days will be recorded on an SF-52. A copy of the SF-52, including a brief statement of the duties to which detailed, will be given to the employee. The following information will be provided to the Union if requested:

1. Name
2. Title, series, and grade of position from which detailed
3. Title, series, and grade of position to which detailed, or brief statement of work on unclassified positions
4. Organizations involved
5. Dates of detail

D. Details of Union Officials

1. The term *Union official* for purposes of this subsection includes steward, elected officers, shop committee persons, and officially appointed Union representatives to labor-management committees such as the Diversity and safety committees.

2. Prior to detailing any Union official, the Employer will give due consideration to both the work priorities and the official's representational duties.

3. If a Union officer or committee person is to be detailed outside Oak Ridge, or a Union steward outside his or her representational area, the Employer will notify the Union promptly after the decision is made. Upon request, the Employer will meet with the Union to discuss the reasons for the detail, its expected duration, and the anticipated impact the detail will have, if any, on the steward's or officer's ability to carry out his or her Union duties.

4. If the Union feels that the Employer is demonstrating bad faith by assigning a Union official to a detail, this matter may be raised under the negotiated grievance procedure.

ARTICLE 18 PROBATIONARY AND TEMPORARY EMPLOYEES

SECTION 1 PROBATIONARY EMPLOYEES

The issue of whether probationary employees may have full access to the negotiated grievance procedure is currently being litigated in the federal courts. When this issue is finally resolved, the parties agree to reopen this section of the Agreement.

SECTION 2 TEMPORARY EMPLOYEES

A. Definition

For purposes of this section, the term *temporary employee* includes employees serving on noncareer appointments or noncareer-conditional appointments of the following types:

1. Term appointments;
2. Temporary time-limited appointments of 180 calendar days or more;
3. Veteran's Readjustment Appointments (VRA);
4. Temporary appointment pending establishment of a register (TAPER);
5. Schedule A Handicapped Appointments;
6. Disabled Veteran Appointment;
7. Any other nonpermanent, nonstudent appointment where the employee has a reasonable expectancy of regular employment for a substantial period of time.

B. Coverage of Agreement

The issue of whether or not temporary employees may have full access to the grievance procedure is pending a negotiability determination. When this issue is finally resolved, the parties agree to reopen this subsection of the Agreement.

C. Use of Temporary Appointment

1. The parties recognize the Employer's right to hire temporary employees to meet its needs and society's goals.
2. The Employer agrees that temporary appointments will not be used to unduly deprive bargaining unit employees of promotion opportunities.

ARTICLE 19 CONSULTANTS, EXPERTS, AND CONTRACTING OUT OF BARGAINING UNIT WORK

SECTION 1 GENERAL PRINCIPLES

The Employer will comply with DOE Order 3304.1A, which governs the use of experts and consultants. The Employer will also comply with the laws and regulations governing contracting out of bargaining work, including OMB Circular No. A-76 and all revisions thereto.

SECTION 2 NEGOTIATIONS ON IMPACT AND PROCEDURES

When the Employer decides to contract out any function performed in the bargaining unit, the parties will meet at the request of either party to bargain on negotiable aspects of any resulting work changes and on appropriate arrangements for employees adversely affected. If impasses arise during such negotiations, they may be referred to the Federal Services Impasses Panel (FSIP) for resolution. Disputes over the negotiability of a specific proposal may be referred to the FLRA.

SECTION 3 ADVERSE EFFECTS ON CONTRACTING OUT

A. General Statement

It is the intent of the parties to alleviate, to the fullest extent practical, any adverse effects which may result from a decision to contract out a particular function.

B. Personnel Actions

When a decision is made to contract out that will result in the dislocation of bargaining unit employees, the following procedures will apply:

1. The fullest consideration will be given to the directed reassignment of affected employees.
2. When an employee is not reassigned, the procedures outlined in Article 20, *RIF and Transfer of Function*, shall apply.
3. The Employer will assist any employee who has received a reduction-in-force notice, who is eligible and who wishes to apply, in applying for a discontinued service annuity.
4. Affected employees will be granted a reasonable amount of time for employment interviews outside the

Department, without charge to pay or leave, in accordance with DOE Order 3630.1B.

SECTION 4 INFORMATION SERVICES

A. Contracting Out

1. When the Employer commissions an A-76 Study, the employees in the work group or organization to be studied will be promptly notified.

2. When the Employer decides to contract out a function, and such decision will result in work changes or have an adverse impact on any bargaining unit employee, the affected employees will be promptly notified.

3. When an A-76 Study has been completed, the Employer will promptly forward three (3) copies to the Union: one copy each for the Local Union Shop Chairman, the Chief Steward, and the steward for the affected areas.

B. Preferential Placement

When the Employer commissions an A-76 Study or, in the absence of such a Study, decides to contract out a bargaining unit function, it will promptly forward to each employee in the work group or organization to be studied a synopsis of employee rights to preferential hiring under OMB Circular A-76 and other applicable laws and regulations.

C. Right to Severance Pay

When the Employer commissions an A-76 Study or, in the absence of such a Study, decides to contract out a bargaining unit function, it will provide the affected employees with a synopsis of the rules and regulations regarding the administration of severance pay.

ARTICLE 20 RIF AND TRANSFER OF FUNCTION

SECTION 1 REDUCTION IN FORCE

A. Definition

A *Reduction in Force (RIF)* occurs when the Employer must release employees from their competitive levels by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, and such action is due to lack of work or funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment rights.

B. Applicable Regulations

RIF actions will be accomplished in accordance with OPM and DOE-wide regulations.

C. Notification to the Union

1. When the Employer has determined that a reduction in force will be necessary, the Union will normally be notified at least 15 workdays prior to the date when reduction-in-force notices are to be given to the employee(s). This 15-workday notice period will be abrogated only when the Employer has not received information which makes the RIF necessary in time to provide this notice and when a delay in the effective date would result in more employees being adversely affected by the RIF.

2. This notification will be in writing and will include the following information:

- a. Reason for the RIF;
- b. Approximate number of employees that will be affected initially;
- c. Competitive areas and levels that may be involved initially in a RIF;
- d. Anticipated effective date that action will be taken.

3. Information on the exact positions to be abolished will be provided to the Union by the Principal Management Contact as soon as this information is available to the Contact but, in any case, prior to the delivery of specific RIF notices to employees.

D. Negotiations on Impact and Procedures

The parties will meet at the request of either party to bargain on negotiable aspects of the procedures used to carry out a RIF and on appropriate arrangements for employees adversely affected. If impasses arise during such negotiations, they may be referred to the FSIP for resolution. Disputes over the negotiability of a specific proposal may be referred to the FLRA.

E. ORO/OSTI Employee Placement Policy

1. If a reduction in force becomes necessary, the Employer will conduct a diligent placement assistance program, both inside and outside the Department, which shall be available to all employees to be adversely affected in the RIF.

2. The personnel office will provide technical advice to employees on resume and application preparation on request.

F. Referrals Under the Repromotion Consideration Program

1. Referrals under the ORO/OSTI Repromotion Consideration Program for employees entitled to grade or pay retention will be made in a consistent and equitable manner in accordance with the provisions of DOE and ORO directives.

2. The Union may provide comments and recommendations to the Employer on the Repromotion Considerations Program, for employees entitled to grade or pay retention, and on the implementation of this program, through the meet and confer process established under Article 13, *Midterm Dealings*.

3. The Employer will provide the Union's Shop Chairman with the following statistical information on a quarterly basis on the Repromotion Consideration Program described in DOE and ORO directives.

- a. All unit positions posted competitively;
- b. Number of unit employees referred under this program for each such vacancy;
- c. Number of unit employees placed through this program;
- d. Number of unit employees covered under this program;

4. Stewards and officers may have access to the complete repromotion consideration file on any unit employee with written permission from that employee.

G. Retraining

The Employer agrees to give consideration to the temporary assignment of adversely affected employees to other available positions within the unit, if any, for retraining purposes. Permanent assignment to such a position would depend on the employee attaining a fully satisfactory level of competence during the period of temporary reassignment not to exceed 120 calendar days. An *adversely affected employee* for the purpose of this section is defined as an employee who is to be involuntarily separated, furloughed, or reduced in grade or pay. It is understood that this does not apply to disciplinary actions or to actions based on performance.

SECTION 2 TRANSFER OF FUNCTION

A. Definition

A *transfer of function* is defined as the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or a movement of the competitive area in which the function

is performed to a different commuting area. When an employee's work transfers, he or she is entitled to transfer with it if lack of an opportunity to do so would result in his or her demotion or separation.

B. Placement Assistance

1. The Employer will conduct a diligent placement assistance program, both inside and outside the Department, for bargaining unit employees who do not accept transfer or who will be separated in a reduction in force resulting from the transfer. This assistance will continue until the employee accepts other employment or until one year from the date of separation, whichever is earlier.

2. Under OPM guidelines, employees who are separated for failure to transfer with their position may not be placed on the reemployment priority list.

ARTICLE 21 PERFORMANCE APPRAISAL

Article 21 will be included after negotiations on this article are completed.

ARTICLE 22 ACTIONS BASED ON PERFORMANCE

SECTION 1 COVERAGE

This Article covers the following types of actions:

- A. Adverse actions; reductions in grade or pay and removals for performance reasons;
- B. Withholding of within-grade increases; and
- C. Reassignments because of an *unacceptable* performance rating.

SECTION 2 GENERAL PROVISIONS

A. Adverse Actions

Adverse actions under this Article are taken only for failure to meet one or more critical elements of a position. Such actions will be processed in accordance with DOE Order 3750.1 and this Agreement.

B. Withholding of Within-Grade Increases

Subject to the terms of this agreement and of governing regulations, within-grade increases are withheld only for failure to attain a rating of at least *fully satisfactory* or, in the case of wage-grade employees, a rating of at least *acceptable*.

SECTION 3 REPRESENTATION RIGHTS

A. Adverse Actions

The employee is entitled to a Union representative during the response period specified in any notice of proposed action. The employee and the representative, if applicable, shall be given a reasonable amount of official time to review the material relied on to support the action; to prepare an answer; to present an oral response; and to secure affidavits, to the extent the employee and the representative would otherwise be in a duty status.

B. Withholding of Within-Grade Increases

The employee is entitled to a Union representative upon receipt of a notice of negative determination. The employee and the representative, if applicable, shall be given a reasonable amount of official time to review the material relied on to support the negative determination; to prepare an answer; to present an oral response; and to secure affidavits, to the extent the employee and the representative would otherwise be in an active duty status.

C. Meetings on Performance Actions

1. Employees are entitled to Union representation, if requested, at meetings with a supervisor or other management official in which an adverse action or notification of a withheld within-grade increase is to be, or becomes, the topic of discussion and during counseling sessions where the supervisor overtly raises the possibility of adverse actions or a withheld within-grade increase as a consequence of continued poor performance.

2. If a representative is requested, the supervisor will make every reasonable effort to arrange for the presence of a Union representative.

SECTION 4 CONSTRUCTIVE PROCEDURES FOR PERFORMANCE-BASED ADVERSE ACTIONS

A. Constructive Approach

The Employer will take a constructive approach to correcting performance difficulties which might lead to employee reduction in grade or pay or removal.

B. Counseling

When a supervisor determines that an employee's performance is likely to result in a rating of unacceptable, the supervisor will promptly notify that employee. Before taking action based on such performance, the Employer will assist employees in improving performance through

counseling or, if appropriate, through training. The cost of any such training authorized by the Employer will be borne by the Employer.

C. Written Notification

1. If counseling fails to improve performance to the acceptable level, the Employer will issue a written notice advising the employee that unless performance improves within a reasonable period of at least 60 days, an adverse action may be proposed.

2. This written notification will tell the employee what deficiency or deficiencies may lead to adverse action and will specify the standard or standards of performance which the employee must meet in order to become acceptable.

3. Only one notification letter and 60-day improvement period will be required for the same performance deficiency within one year from the date of the initial letter.

D. Assistance in Improving Performance

1. During the period specified in the written notification, the supervisor will counsel the employee on his or her performance.

2. As a means of assisting the employee to attain the required performance standard, the supervisor and the employee will jointly discuss various methods for improving performance. This discussion will be held within five workdays of the date the notice is given to the employee. In this discussion, the supervisor and the employee will attempt to agree upon which method or methods seem most likely to achieve the goal of improving performance to at least the acceptable level.

3. A written summary of this discussion will be prepared by the supervisor, with a copy given to the employee, within ten workdays of the date the notice is given to the employee. This provision for a written summary may be waived only in writing by the supervisor and the employee.

E. Written Plan for Improvement

The written notification and the written summary (if one is prepared) will constitute a written plan for improvement.

F. Review of Performance

1. The supervisor will review the employee's performance at the end of the period specified in the written notification.

2. If the employee improves his or her performance to at least the acceptable level during the period specified in the written notification by meeting the goals of the written plan, no adverse action based on performance will be proposed as

long as performance remains acceptable. Mere completion of the suggested improvement methods in the written plan will not, in and of itself, suffice to bar adverse action against the employee when this completion does not result in bringing about the required level of performance.

3. If performance does not improve during this period, the supervisor may propose adverse action.

G. Proposed Adverse Actions

1. *Notice Period.* All adverse actions based on performance shall require a notice period of at least 30 calendar days. Such notice period shall afford the employee a further change to show improvement before an action is taken.

2. *Response Period.* There shall be a 10-workday response period for all notices of proposed adverse action issued under the terms of this Article.

3. *Extension of Notice Period.* In cases where an employee shows significant improvement during the notice period which may reasonably be expected to lead to acceptable performance, the Employer will extend the notice period for 30 additional calendar days.

4. *Cancellation of Proposed Action.* If, during the notice period, the employee achieves and maintains an acceptable level of performance which may reasonably be expected to continue, the Employer will not effect the proposed action.

H. Decisions on Proposed Adverse Actions

1. A written decision to retain, reduce in grade, or remove an employee shall be issued within 30 calendar days after the expiration date of the advance notice and extension, if applicable.

2. This decision shall be made by a higher-level official than the one who issued the proposal notice. The decision letter will state the performance deficiencies which have not been remedied during the notice period.

I. Due Process

1. Employee performance which occurred more than one calendar year prior to the date on which the employee received the letter of proposed adverse action will not be relied upon to support the proposal.

2. Employee performance not specifically identified in the notice of proposed action may not be relied upon to support the action.

3. When a unit employee receives a notice of proposed adverse action, the Union's Chief Steward will be promptly notified of the name, organization, action proposed, and proposed effective date.

J. Alternatives to Removal

Before taking action to remove an employee, the Employer will consider lateral reassignment or reduction in grade of the employee.

K. Promotion Consideration

If an employee is reduced in grade because of unacceptable performance, he or she will be given equal opportunity for promotion to higher-graded positions under the same circumstances as any other employee.

SECTION 5 CONSTRUCTIVE PROCEDURES FOR WITHHOLDING WITHIN-GRADE INCREASES

A. Constructive Approach

The Employer will take a constructive approach to correcting performance difficulties which might lead to the withholding of a within-grade increase.

B. Counseling

When a supervisor determines that an employee's performance is likely to result in a rating of less than fully satisfactory, or in the case of wage-grade employees of less than acceptable, the supervisor will promptly notify that employee. Before taking action based on such performance, the Employer will assist employees in improving performance through counseling or, if appropriate, through training. The cost of any such training authorized by the Employer will be borne by the Employer.

C. Notice

1. If an employee is not performing at least at the required level of competence, the supervisor will issue a notice that the within-grade increase may be withheld if performance does not improve. For purposes of this section, the *required level of competence* for GS employees is *fully satisfactory* and for wage-grade employees is *acceptable*.

2. This notice will be issued at least 60 calendar days in advance of the date the within-grade increase is due. The notice will tell the employee what deficiency or deficiencies may lead to the withholding of the increase and will specify the standard or standards of performance which the employee must meet in order to receive the increase.

D. Assistance in Improving Performance

1. During the notice period, the supervisor will counsel the employee on his or her performance.

2. As a means of assisting the employee to attain the required performance standards, the supervisor and the employee will jointly discuss various methods for improving performance. This discussion will be held within five workdays of the date the notice is given to the employee. In this discussion, the supervisor and the employee will attempt to agree upon which method or methods seem most likely to achieve the goal of improving performance to the required level.

3. A written summary of this discussion will be prepared by the supervisor, with a copy given to the employee, within 10 workdays of the date the notice is given to the employee. This provision for a written summary may be waived only in writing by the supervisor and the employee.

E. Written Plan for Improvement

The notice and the written summary (if one is prepared) will constitute a written plan for improvement.

F. Determination

1. The supervisor will make a determination by the due date of the within-grade increase on whether to withhold or grant the increase.

2. Employees who attain the required level of performance by meeting the goals of the written plan during the notice period shall receive the within-grade increase as scheduled when this level of performance can reasonably be expected to continue. Mere completion of the suggested improvement methods in the written plan will not, in and of itself, result in the granting of the increase when this completion does not result in bringing about the required level of performance.

3. If the employee's performance still does not meet the required level at the end of the notice period, the employee will be notified in writing that the increase is being withheld. This determination notice will include the reasons for the negative determination and the respects in which performance must be improved and will inform the employee of the right to request reconsideration.

G. Reappraisal When a Within-Grade Increase is Withheld

The employee will be reappraised at least every six months as long as the within-grade increase is withheld. As soon as the employee's performance improves to the required level and this level of performance may reasonably be expected to continue, the supervisor will grant the withheld increase. The initial six-month period shall be calculated from the date the withheld increase was due.

H. No Advance Notice

In cases where the employee receives no advance notice of the Employer's intent to withhold the within-grade increase, the following procedures shall apply.

1. At the time the increase is withheld, the employee will receive a negative determination notice which will specify what deficiency or deficiencies led to the withholding of the increase and what standard or standards of performance the employee must meet in order to receive the increase.

2. This notice shall specify that a new determination shall be made within 60 calendar days.

3. The procedures specified in subsections D.1, D.2, and D.3 above, which provide for counseling, a conference, and a written summary, shall apply during this period as well.

4. GS employees who attain the required level of performance by meeting the goals of the written plan during this 60-day period, and when this level of performance can reasonably be expected to continue, shall receive the increase effective the first day of the first pay period following the positive determination. For wage-grade employees the increase shall be retroactive to the original date on which the increase was due. Mere completion of the suggested improvement methods in the written plan will not, in and of itself, result in the granting of the within-grade increase when this completion does not result in bringing about the required level of performance.

5. If the employee's performance still does not meet the required level at the end of the 60-day period, the employee will receive a new negative determination notice. Reappraisal will be in accordance with subsection G.

SECTION 6 GRIEVANCES AND APPEALS

A. Scope

Any dispute arising out of matters covered under this Article may be appealed through the negotiated grievance procedure, except that notices of proposed action are not grievable.

B. Grievability

Adverse actions based on performance, including removals and reduction in grade or pay, may be raised *either* under a statutory procedure *or* the negotiated grievance procedure, but not both.

C. Initiating a Grievance

All grievances concerning actions covered in this Article will be initiated at Step 3 of the negotiated grievance procedure.

ARTICLE 23 ADVERSE AND DISCIPLINARY ACTIONS

SECTION 1 COVERAGE

This Article covers the following types of actions:

A. Disciplinary actions, including oral admonishments, letters of reprimand, and suspensions of 14 calendar days or less.

B. Disciplinary adverse actions, including suspensions of more than 14 calendar days, reductions in grade or pay based on unacceptable conduct, or removals based on unacceptable conduct.

C. Nondisciplinary adverse actions, including furloughs for 30 calendar days or less due to lack of funds or work; demotions resulting from reclassification action which results in a loss of grade or pay without entitlement to grade retention; demotion or separation because of medical disqualification; reduction in the number of hours of duty for a part-time employee; or other action resulting in removal or loss of grade or pay when such action is not requested by the employee and is not based on unacceptable performance or conduct by the employee.

SECTION 2 GENERAL PROVISIONS

A. Governing Principles

All disciplinary and adverse actions will be processed in accordance with the provisions of DOE Order 3750.1 and this Agreement. Actions are taken against employees only for such just cause as will promote the efficiency of the service.

B. Progressive Discipline

The Employer will follow a system of progressive discipline which differentiates between gross and simple misconduct. Progressive discipline may be waived only in cases of gross misconduct in which the efficiency of the service or the safety of employees warrants immediate removal.

C. Constructive Discipline

Constructive discipline is preventive in nature. The objective is development, correction, and rehabilitation. Constructive discipline encourages employee acceptance of responsibility, forestalls the development of situations in which there is no alternative to removal, and encourages maximum use of motivator such as those available under the incentive awards program. Corrective action is taken only when necessary and, then, to correct an adverse situation promptly and with equity.

D. Corrective Action

The corrective action taken should be the minimum necessary to bring about the correction required. Repeated infractions are *prima facie* evidence that the previous disciplinary action was insufficient to bring about correction, and more severe corrective actions shall normally be assessed in such cases.

SECTION 3 REPRESENTATION RIGHTS

A. Grievance Proceedings

Representation during grievance proceedings is addressed in Article 8, *Official Time for Union Representation*, and Article 11, *Grievance Procedure*.

B. Statutory Appeals

Representation rights during statutory appeals proceedings are governed by the regulations of the appeals authority.

C. Examinations

A Union representative shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the Employer 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.

D. Adverse Actions

The employee is entitled to a Union representative during the response period specified in any notice of proposed action. The employee and the representative, if applicable, shall be given a reasonable amount of official time to review the material relied on to support the action; to prepare an answer; and to secure affidavits, to the extent the employee and the representative would otherwise be in a duty status.

E. Disciplinary Meetings

1. Employees are entitled to Union representation, if requested, at meetings with a supervisor or other management official in which an advance or other disciplinary action is to be, or becomes, the topic of discussion and during counseling sessions where a supervisor overtly raises the possibility of adverse or disciplinary action as a consequence of continued poor performance or conduct.

2. If a representative is requested, the supervisor will make every reasonable effort to arrange for the presence of a Union representative.

SECTION 4 PROCEDURES

A. Oral Admonishments

1. An oral admonishment is a disciplinary action.

2. The supervisor must clearly identify that an oral admonishment is being given and must provide the employee with a written memo within 5 workdays documenting the oral admonishment.

3. A copy of this memo may be retained by the supervisor but will not be filed in the employee's official personnel folder or the official performance file.

B. Advance Notice

Employees will be given advance notice of all proposed suspensions and adverse actions. The following notice periods (given in calendar days) will apply:

1. *For suspensions of more than 14 days*, the notice period shall be at least 30 days.

2. *For adverse actions, except furloughs*, the notice period shall be at least 30 days.

3. *For furloughs*, the notice period shall be at least 30 days, unless the furlough is due to unforeseeable circumstances such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities.

4. *For suspensions of 14 days or less*, the notice period shall be at least two days, or equal to the length of the proposed suspension, whichever is greater.

5. *For adverse actions based on reasonable cause to believe that the employee has committed a crime* for which a sentence of imprisonment may be imposed, the notice period shall be 10 days.

C. Crime Provision

For arrests or arraignments for off-duty activities away from the Employer's premises, the Federal crime provision, which allows for a shorter notice of proposed adverse action, will be invoked only when there is reasonable cause to believe

that the employee has committed a crime for which a sentence of imprisonment may be proposed, *and* the proposed action is for such just cause as will promote the efficiency of the service.

D. Right to Respond

In all cases where a notice of proposed action is given to the employee, the employee will be given an opportunity to respond, both orally and in writing, to the reasons for the action prior to a decision to implement the action. The following response periods will apply:

1. For suspensions of 14 calendar days or less, the response period shall be at least twenty-four hours or one-half the notice period, whichever is greater.
2. When the “Crime Provision” is invoked, the response period shall be at least seven calendar days.
3. For all other actions, the response period shall be at least ten workdays.

E. Response Procedures

The notice of proposed action will specify who is to receive the oral and/or written reply. Reasonable requests for an extension, stating the reasons therefor, shall be granted, if submitted in writing prior to the expiration of the response period.

F. Decisions

The Employer’s final decision on all actions where a notice of proposed action was given to the employee shall be made by a higher-level official than the one who issued the proposed notice. The decision letter will state which charge or charges the Employer sustains.

SECTION 5 GRIEVANCES AND APPEALS

A. Scope

Any dispute arising out of matters covered under this Article may be appealed through the negotiated grievance, except that notices of proposed action are not grievable.

B. Grievability

Prohibited discriminatory actions and certain specified adverse actions, including removals, suspensions for more than fourteen days, grade reductions, pay reductions, and furloughs of thirty days or less, may be raised *either* under a statutory procedure *or* the negotiated grievance procedure, but not both.

C. Initiating a Grievance

All actions covered in this Article which are grieved through the negotiated grievance procedure will be initiated

at Step 3, except for oral admonishments, which will be initiated at Step 1, and written reprimands, which will be initiated at Step 2.

ARTICLE 24 ACCESS TO PERSONNEL FILES

SECTION 1 ACCESS TO OFFICIAL FILES

Employees may have access at reasonable times to their official personnel folders and to their official performance folders which are maintained in the personnel office.

SECTION 2 ACCESS TO EVIDENTIARY MATERIAL

A. Employees who are grieving an action may review all material in their personnel files, including supervisory personnel files, which is being relied on to support the action being grieved.

B. No such material may be introduced as evidence in an arbitration unless it has been disclosed to the employee or his or her representative, as applicable. Likewise, no documentary material may be introduced into evidence in an arbitration by an employee or employee representative unless it has been disclosed to the Employer.

C. Disclosure must be made within 10 workdays of the close of Step 3 of the grievance procedure or at the conference step, whichever is later.

SECTION 3 PURGING OF RECORDS

If an action is grieved and the employee’s position is upheld, records shall be purged from the employee’s files to the extent consistent with the decision and to the extent permitted by regulations.

ARTICLE 25 TRAINING, DEVELOPMENT, AND UPWARD MOBILITY

SECTION 1 GOVERNING PRINCIPLES

A. Management Needs

The overall objective of the Employer’s employee development and training policy is to develop an efficient and effective workforce, in turn furthering DOE mission accomplishment. The Employer recognizes that training is a necessary and inseparable function of management and,

therefore, supports maximum flexibility to encourage managers to design and implement training programs in ways which best fit the special needs of agency programs.

B. Employee Development

It is the Employer's policy that all employees be provided with opportunities to improve their knowledge, skills, and abilities in order to enable them to perform effectively tasks assigned and to be assigned. Within the constraints of available resources, opportunity also will be provided to prepare employees for advancement in accordance with specifically defined and approved training needs which arise or are anticipated in carrying out the agency mission.

C. Equal Consideration

All employees will receive fair and equitable consideration for training opportunities without regard to race, color, national origin, age, sex, handicap, or other factors unrelated to the need for training.

D. Payment for Training

Within budgetary constraints, financial assistance for employee training, including payment for any and all costs related to training, will be provided on a just and equitable basis in accordance with governing regulations and this Agreement.

SECTION 2 UPWARD MOBILITY

Subject to time and grade requirements, promotions to the established full performance level of a position will be made based on the quantity of available work at the higher grade level and on the employee's ability to perform that work.

SECTION 3 CAREER DEVELOPMENT

A. Career Development

Counseling employees about career development and training is a supervisory and management responsibility, as a means of encouraging employees' self-development efforts.

B. Individual Development Plan

Upon request from an employee, the supervisor and employee will develop an individual development plan for the employee.

C. Components of Plan

The plan, if requested by the employee, will address the following topics:

1. Noncompetitive promotion opportunities within the employee's current position, if any;
2. Opportunities for movement into other occupational fields, if any;
3. Training, education, and experience which the employee should seek to enhance the likelihood of selection for particular occupational fields, if applicable;
4. Training, if any, that is necessary to make timely promotion most likely, if the employee's position has noncompetitive promotion potential;
5. Correction of weaknesses identified in the performance appraisal, if any.

SECTION 4 MODIFIED WORK SCHEDULE

A. Reasons for Denial

Employee requests for modified work schedules to accommodate educational or training programs which equip employees for more effective work within the agency will be denied only when the modification would significantly interface with the accomplishment of the work required to be performed.

B. Scheduling Restrictions

The Employer may not schedule an employee to work in excess of 8 hours in a day when rescheduling the basic workweek for educational purposes.

C. Consistency

In granting modified work schedules, the Employer will apply policies which are consistent throughout the bargaining unit.

SECTION 5 INFORMATION SERVICES

A. Notice to Employees

The Employer will continue the practice of notifying employees quarterly of available courses sponsored by local colleges and universities.

B. OPM Courses

The Employer will provide each Union steward, on an annual basis, with a listing of courses being offered on a regional level by OPM as this information becomes available to the Employer.

C. Training Data

The Employer will provide quarterly reports to the Union's Chief Steward on training data. These reports will include: (1) training authorized for unit employees by Division; (2) title, series, and grade of unit employees who received such training; (3) direct costs authorized for such training; (4) indirect costs authorized for such training, including travel and per diem.

SECTION 6 LABOR RELATIONS TRAINING

A. Time Bank

Up to 275 hours of official time for labor-management relations training will be authorized by the Employer during each year of this Agreement for officers and stewards who have been designated for such training by the Union. Individual officers or stewards may use up to 40 hours of this time.

B. Appropriate Use

Authorization will be granted for activities in which the major portion of the training is devoted to labor-management relations.

C. Procedures

1. As far in advance as possible, the Union will present to the Principal Management Contact an agenda for any proposed training activity.

2. The Principal Management Contact will make a prompt judgment on the appropriateness of the use of official time based on paragraph B above.

3. Scheduling official time for specific trainees will be accomplished in accordance with Article 8, *Official Time for Union Representation*.

ARTICLE 26 SAFETY AND HEALTH

SECTION 1 RESPONSIBILITIES

A. Employer

1. It is the Employer's exclusive responsibility to maintain a work environment that is free from or protected against recognized hazards that cause or are likely to cause death or serious physical harm.

2. The Employer will comply with applicable Occupational Safety and Health Administration standards and will maintain its safety and health program in accordance with Executive Order 12196 and 29 C.F.R. Part 1960.

B. Employees

Employees are responsible for exercising due caution and complying with recommended safety practices.

C. Union Charge

The Union's participation through its members on the ORO/OSTI Federal Employee Occupational Safety and Health Committee in any of the Committee's activities does not diminish the Employer's exclusive responsibility for the Safety and Health Program.

SECTION 2 SAFETY AND HEALTH COMMITTEE

A. Union Representatives

The Employer agrees to appoint two nonmanagement representatives to the ORO/OSTI Federal Employee Occupational Safety and Health Committee who have been recommended by the Union. In the event that other exclusive unions in ORO/OSTI elect not to nominate representatives to this committee, such slot or slots will be offered to OPEIU.

B. Meetings

Committee meetings will be held at least quarterly. Written minutes of the meeting will be provided to all committee members.

SECTION 3 WORKPLACE INSPECTION

A. Frequency of Inspections

ORO/OSTI facilities where unit employees work will be inspected at least annually. When the Safety and Health Committee deems appropriate, more frequent inspections will be made in areas where there is an increased risk of accident, injury, or illness.

B. Inspection Schedule

The Safety and Health Committee will be kept informed of workplaces which are covered by this clause and will be given a tentative inspection schedule showing the quarter each particular site will be inspected.

SECTION 4 LIGHT DUTY ASSIGNMENT

The Employer will make reasonable efforts to provide alternate work assignments for employees who are temporarily unable to meet the complete physical requirements

of their assigned duties but who are able to report for work and perform other duties of a less strenuous nature.

SECTION 5 ACCIDENT INVESTIGATION

A. Extent of Investigation

The extent of accident investigations shall be reflective of the seriousness of the accident.

B. Required Investigations

All job-related injuries and illnesses which require medical treatment will be investigated by the Safety and Health Division.

C. Committee Participation

In case of a lost-workday occupational injury of a bargaining unit employee, a nonmanagement member of the Safety and Health Committee will be invited to participate in the investigation.

D. Investigation Reports

Copies of investigation reports will be provided to all Safety and Health Committee members.

SECTION 6 INJURY COMPENSATION

The Employer shall provide the Union with the name of a designated liaison official who will provide information to and assist in processing claims filed by an employee in the bargaining unit. Such designation shall be provided thirty days prior to the effective date of this Agreement and shall be kept current. In the event of a recordable occupational injury or illness, the Employer will promptly inform the employee of options and benefits which may be available under the Federal Employee's Compensation Act.

SECTION 7 IMMINENT HAZARDS

A. Declination of Assignment

An employee has the right to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established by DOE and ORO directives.

B. Objective Evidence

Employees must act in good faith and must have a reasonable belief, supported by objective evidence, that an abnormally hazardous condition exists.

SECTION 8 SAFETY TRAINING

The Safety and Health Committee will review the Safety Training Program's performance and will consult and advise on its operation. Committee members will have access to all pertinent program information that will help them in carrying out these responsibilities.

SECTION 9 HEALTH SERVICES

A. Blood Donation

The parties agree to publicize and support available blood bank programs. The Employer will give official time for donating blood.

B. Maintenance of Existing Services

1. The Employer agrees to maintain at least the existing health services for bargaining unit employees.

2. *Health Services*, for purposes of this Article, are defined as follows:

- a. On-site nursing services provided at the Federal Building and the Office of Scientific and Technical Information.
- b. Periodic physical examinations for all bargaining unit employees.

3. The overall level of such services will not be substantially reduced for the life of this Agreement.

4. The parties recognize the right of the medical authorities to make adjustments in health services for medical reasons within the restrictions imposed by (3) above.

5. The Employer will continue to provide access to existing nursing services for off-site employees to the extent that such services are available at the work site.

ARTICLE 27 ADVERSE WORKING/ WEATHER CONDITIONS

SECTION 1 GENERAL

A. Closure

The parties recognize that there are certain circumstances which may call for a decision (1) to release some or all employees after beginning of the workday, (2) to delay

opening of the facility on a workday, or (3) not to open the facility on a workday. The responsibility for these decisions remains with the Employer.

B. Notification of Closure

If the employer closes a building or a portion of a building as a result of temperature, ventilation, severe weather conditions, or any emergency situation, the Employer will make reasonable efforts to notify affected employees in a timely fashion through supervisory channels for employees on duty and/or through broadcasts on public media in the Oak Ridge–Knoxville area. The Union’s Chief Steward will be promptly notified of the closure, the reasons for, and the timing of the closure.

C. Administrative Leave

When the office is closed, the first day of such closure, or any part thereof, shall be considered administrative leave for employees who are released from duty in accordance with governing regulations.

SECTION 2 INSIDE TEMPERATURE AND VENTILATION

A. Health Problems

If it is shown that compliance with temperature regulations will aggravate a health problem of any employee, as documented by the employee’s physician, the Employer will authorize the use of an auxiliary heater or fan by the employee in facilities under DOE control, if such use is consistent with operating requirements. In facilities under GSA control, the Employer will request authorization from GSA to permit the employee to use an auxiliary heater or fan.

B. Malfunctioning Air Conditioning Equipment

1. Malfunctioning cooling, heating, or ventilating equipment, particularly when combined with outside temperatures, could create undesirable indoor working conditions. Prompt attention shall be given to correction of the equipment malfunctions when such equipment is under DOE control. In GSA-controlled space, the Employer will request that GSA promptly attend to the correction of any such malfunctions. The Employer will promptly notify the steward for the affected area of any such request when the malfunction impacts any bargaining unit employee.

2. Prompt attention shall be given to interim measures for making the workplace more comfortable. In facilities under DOE control, heaters, fans, and other means of ventilation, including the opening of doors and windows, will be permitted consistent with safety and security concerns and operating requirements. In facilities under GSA control, the

Employer will request GSA’s authorization, as necessary to employ such interim measures. The Employer will promptly notify the steward for the affected area of any such request when the malfunction impacts any bargaining unit employee.

C. Conditions Which Prevent Work

1. When individual employees are affected by temperature or ventilation to the extent that they are incapacitated for duty or to the extent that continuance on duty would adversely affect their health, annual leave, sick leave, or leave without pay will be granted.

2. When the employer determines that working conditions are such that employees are actually prevented from working in a particular location, the following procedures will apply:

- a. Whenever practical, employees shall be temporarily relocated to other areas of the facility or in another facility where working conditions are less severe.
- b. When relocation is not practical, employees shall be excused from duty without loss of leave or pay, for the first day or any part thereof, in accordance with local directives.

D. Minimizing Heating/Cooling Problems

The parties recognize that cooling and heating temperature regulations and building design may result in indoor temperatures which are uncomfortable to some employees. The parties will cooperate in minimizing problems from these factors by discouraging tampering with the heating and cooling units.

SECTION 3 INCLEMENT WEATHER OR EMERGENCY CONDITIONS

A. General

Employees are to presume that ORO and OSTI will be open each regular workday regardless of any weather or other emergency conditions which may develop.

B. Absences

The health and safety of employees is a matter of prime concern to the Employer in such emergency situations. In recognition of this concern, when the office remains open, the following provisions will apply:

1. Liberal Leave Policy

When a general emergency condition exists, but the duty station is not closed, the Employer will adopt a

liberal leave policy for employees who are unable to get to work as a result of this emergency condition. Employees may elect annual leave, LWOP, or credit hours, as applicable, without obtaining advance approval or providing detailed justification.

2. Tardiness

When a duty station is open, but a general emergency condition exists which prevents employees from getting to work on time, up to two (2) hours of each employee's tardiness will be approved as an excused absence without charge to leave or pay, provided the tardiness is due to the general emergency condition.

SECTION 4 VEHICLE BREAKDOWN

When a privately owned vehicle is authorized for use on out-of-town business as being administratively advantageous to the Government, and a breakdown occurs which makes the vehicle inoperable, the driver should first contact the appropriate supervisor for instructions. When there is no reasonable alternative, administrative leave will be granted to make emergency repairs to the vehicle.

ARTICLE 28 HOURS OF WORK

The provisions of this Article have been revised and are in the process of being finalized.

ARTICLE 29 OVERTIME

Bargaining unit employees will have overtime scheduled and approved in accordance with the Fair Labor Standards Act and 5 CFR which defines overtime requirements for exempt and non-exempt employees. A policy statement composed by the union and management will be issued on a semiannual basis to all ORO and OSTI employees and supervisors.

PART III DURATION, APPENDICES, AND SIGNATORIES

ARTICLE 30 DURATION

SECTION 1 EFFECTIVE DATES

This Agreement becomes effective 30 days following its final approval by both parties and shall remain in effect for 30 months from its effective date.

SECTION 2 REOPENING OF AGREEMENT

A. Notice of Intent

Either party may give written notice to the other, not more than 90 days nor less than 60 days prior to the expiration date, of its intention to reopen, amend, or renegotiate this Agreement.

B. Proposals for Change

Specific proposals for change in the Agreement must be included with any notice of intent to reopen.

C. Ground Rules

As soon as practicable after receiving such notice, the parties shall meet for the purpose of negotiating ground rules.

D. Beginning of Negotiations

Full negotiations shall commence at a mutually agreeable time following a 30-calendar-day study period, which begins on the date the notice to reopen is received.

E. Continuity of Agreement

The present Agreement will remain in full force and effect during the renegotiation and until such time as a new Agreement is approved.

SECTION 3 AUTOMATIC RENEWAL

If neither party serves notice to reopen this Agreement in accordance with Section 2, the Agreement shall be automatically renewed for successive one-year periods.

APPENDIX 1

This appendix sets forth the ground rules under which this Agreement was negotiated.

GROUND RULES

Governing the negotiation of an agreement between the Department of Energy's Oak Ridge Operations Office and the Office of Scientific and Technical Information, and the Office of Professional Employees International Union, AFL-CIO, under the provisions of the Federal Service Labor-Management Relations Statute, codified as Chapter 71 of Title 5 of the U.S. Code, and known herein as the Act or as 5 USC 71.

1. Description of Unit

The unit covered by these proceedings is defined by FLRA in case No. 4-RO-77. All professional and non-professional employees of the Department of Energy's Oak Ridge Operations and Office of Scientific and Technical Information, excluding employees represented by other labor organizations in exclusive units, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

2. Negotiators

- a. Management's committee will be comprised of 3 primary members, 1 participating alternate, and up to 3 additional alternates:

Members	Alternates
Charles Crowe, Spokesperson	Patricia Howse-Smith
Nina Boyer	Lois Jago
Ken Williams	Charles Stuber
	Mary Copeland

- b. The Union Committee will be comprised of OPEIU Local 268 Business Agent or his designee, no more than 4 primary employee members, and 4 alternates:

Members	Alternates
Philip Pope	Larry Williams
Dalton Cooper	
John Barry	
Randy Riggs	

- c. Alternates may be substituted for primary members without prior notification to the other party's negotiating committee; designation of new members or alternates may be made at any time so long as the basic numbers agreed on remain the same. Alternates may attend negotiation meetings as visitors, subject to 5c.

- d. Each party shall select one member of its committee as Spokesperson. An alternate may be appointed to serve in the absence of the Spokesperson. Visitors may speak only when recognized by their Spokesperson.

3. Duty Status of Committee Members

- a. DOE employees serving on the Union Negotiating Committee will be granted official time for attending negotiating meetings during the time the employee would otherwise be in a duty status. The number of such employees on official time shall not exceed 4 during any negotiating session.
- b. DOE employees on the Union Negotiating Committee are not authorized official time to prepare for negotiations.

4. Negotiation Meetings and Facilities

- a. The first negotiation meeting to consider proposals/counterproposals will be held on January 4, 1995. Meetings will generally be scheduled on Wednesdays and Thursdays and will usually begin at 10 a.m. A tentative agenda for the next session will be discussed at the conclusion of each session.
- b. Negotiation meetings will be held in DOE conference rooms. Management will make arrangements for space and will notify the Union team in advance.
- c. Management agrees to provide the following regulatory material:
- (1) DOE department-wide and ORO Orders, Announcements, and Bulletins that are pertinent to proposals being discussed.
 - (2) Access to FPM material and 5 CFR in the Personnel office from 7:30 a.m. to 5:00 p.m. and in the OSTI Reference Center from 7:00 a.m. until 6:30 p.m.
- d. Both parties will keep their own records of the negotiations. No tape recordings will be made by either party of any session or any portion of a session. Management will maintain records on amount of official time used for negotiations, and the gathering of this information from committee members will be a regular part of each negotiation meeting.
- e. No more than 2 visitors for each party, including alternates who are attending as visitors, will be permitted during any negotiating session.

5. Negotiated Agreements

When both parties tentatively agree on the content and wording of any section under negotiation, that section shall be initialed by both Spokesmen. Any further discussion of an issue that has been agreed to by the parties shall require mutual agreement of both parties to reopen discussion on the issue.

6. Resolving Impasses

- a. Within 10 days of the start of formal negotiations, the parties will notify the Federal Mediation and Conciliation Service that negotiations have begun.
- b. The parties will strive toward the mutual resolution of all bargaining items without recourse to the procedure contained in this section. If an impasse on an item is reached, however, the following procedures will be followed.
- c. When it has been determined by either party that an impasse has been reached, the item shall 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 items.
- d. If the impasse cannot be resolved, either party may request Federal Mediation and Conciliation Service to provide mediation service. The mediator will be the sole judge of the procedure to be followed in attempting to resolve impasses. Mediation will continue until the mediator determines that further sessions are not likely to provide a settlement.
- e. If after such mediation efforts an impasse still exists, either party may submit the impasse to the Federal Service Impasses Panel for consideration. The parties mutually agree to attempt to make a joint recommendation to the Panel concerning the procedures to be used. The Impasses Panel will determine the procedures to be used in resolving the impasse.
- f. The procedure described above shall not preclude the parties from agreeing on any issue or from entering into complete agreement at any time without the assistance of the mediator or the Panel.

7. The following additional items have been agreed to:

- a. The Union may use the DOE internal mail system no more than twice each month during the contract negotiations to communicate with unit employees. Any additional use of DOE internal mail systems must be approved by a management spokesperson. The following conditions will apply to all usage:
 - (1) The material to be distributed must deal solely with the joint labor-management relationship and not with any internal Union matters.
 - (2) The material will not contain any items related to partisan political matters of which reflect on or attach the integrity or motives of individuals, the Department, other unions, or other Government agencies.
 - (3) The Union is responsible for reproducing the materials on its own equipment and for packaging and addressing the material for distribution to members of the Union bargaining unit.

- b. The Union may make arrangements to use DOE conference rooms after regular business hours unless the room will otherwise be needed for official business of the DOE. Arrangements for this room must be made in advance no later than 4:00 p.m. on the day of use.
- c. The Union may use Government word processing equipment and reproduction machines outside of regular business hours for the purposes of typing and reproducing Union counterproposals. Official time is not authorized for such purposes.
- d. Union use of official DOE telephones, electronic mail and telefax equipment is permitted for arranging meetings with management, giving and receiving information to management concerning labor-management meetings, and relaying times and dates of labor-management meetings to other members of the negotiating committee during the negotiation period. It is expected that these calls will be as brief as possible and will not be unduly disruptive to the employee's work activities or to other employees.
- e. Issues for negotiation will be limited to those contained in the union proposal submitted on August 5, 1994, and management counterproposals submitted not later than December 21, 1994. Issues will be negotiated in an order agreed on in the first negotiation session.

8. Conclusion of Negotiations and Approval of an Agreement

Upon completion of negotiations, management will prepare a final draft for review and proofreading by both parties. The Union and Management negotiating teams will sign the final draft. Management will forward the signed copy through appropriate channels for Headquarters review and final approval.

9. Effective Date

The ground rules become effective immediately upon signing.

For: Department of Energy

Charles Brown
Kenneth Williams
Nina Boyer
 1-4-94

For: Office of Professional Employees International Union

Philip R. Pope
Kerry Williams
M. Dalton Cooper
 1-4-94

APPENDIX 2

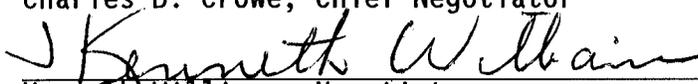
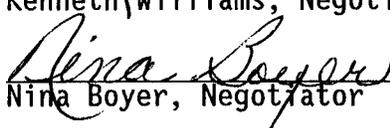
UNION–MANAGEMENT OVERTIME POLICY STATEMENT

The Fair Labor Standards Act (FLSA) applies to all Federal employees and includes provisions to ensure that a fair and equitable policy was established for payment of overtime. Under these provisions, employees not exempt from FLSA cannot be permitted to perform overtime work without compensation (including compensatory time or credit hours). Permitting employees not exempt from FLSA to work overtime presents a possible liability for the Department of Energy to pay for this overtime even if not officially ordered or approved. Block 35 of SF 50, Notification of Personnel Action, indicates the “exempt” or “non-exempt” status of employees.

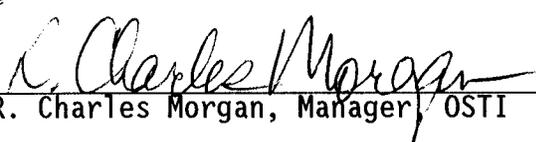
Overtime work for employees exempt from FLSA (not covered by the FLSA overtime provisions) is considered any work in excess of an employee’s regularly scheduled hours that has been officially ordered or approved in advance. If these additional hours have not been ordered or approved, employees will not receive compensation unless an emergency situation exists. During periods of heavy workload, employees should discuss their work situation with their supervisor and request overtime, compensatory time or credit hours as additional compensation. It is the policy of Oak Ridge Operations (ORO) and Office of Scientific and Technical Information (OSTI) to not require or encourage overtime work without compensation. Supervisors should be aware of the limitations and conditions of approving and paying overtime and exercise judgment during heavy workload situations.

In Witness Whereof, the parties hereto have entered into this agreement.

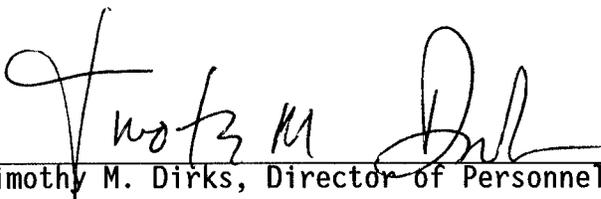
For the Department of Energy, Oak Ridge Operations Office and the Office of Scientific and Technical Information:

 _____ Charles D. Crowe, Chief Negotiator	<u>1/3/96</u> Date
 _____ Kenneth Williams, Negotiator	<u>1/8/96</u> Date
 _____ Nina Boyer, Negotiator	<u>1/8/96</u> Date

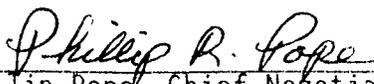
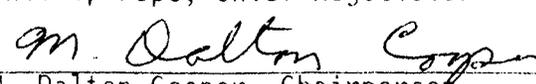
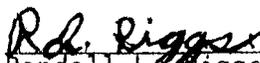
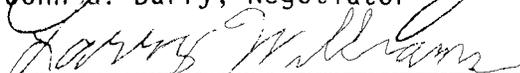
ENDORSED:

 _____ James C. Hall, Manager, ORO	<u>1/30/96</u> Date
 _____ R. Charles Morgan, Manager, OSTI	<u>1/8/96</u> Date

APPROVED:

 _____ Timothy M. Dirks, Director of Personnel	<u>3/25/96</u> Date
---	------------------------

For the Office and Professional Employees International Union:

 _____ Phillip Pope, Chief Negotiator	<u>1-8-96</u> Date
 _____ M. Dalton Cooper, Chairperson, Negotiating Committee	<u>1-8-96</u> Date
 _____ Randall L. Riggs, Negotiator	<u>1-8-96</u> Date
 _____ John G. Barry, Negotiator	<u>1-8-96</u> Date
 _____ Larry Williams, Negotiator	<u>1-8-96</u> Date

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