Nationwide Agreement

between

Federal Deposit Insurance Corporation

&

National Treasury Employees Union

EFFECTIVE DATE: September 18, 2017

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PREAMBLE

The Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and EMPLOYERs involving conditions of employment; and

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

The Federal Deposit Insurance Corporation, hereinafter referred to as the “EMPLOYER" and the National Treasury Employees UNION, Chapters 207, 241, 242, 244, 260, 273, 274, 275, 276, and 277 (and any other appropriate chapter in the same bargaining units as designated by the UNION in the future), hereinafter referred to as the "UNION," do hereby make and enter into this agreement collectively; the EMPLOYER and the UNION will be known as the "Parties."

The Parties enter into this Agreement with every intention to deal with each other in good faith and to be governed by honesty, reason and mutual respect. If either side maintains that the other has breached this pledge, it shall be a topic of discussion at the next appropriate local Labor-Management Relations Committee (LMRC) meeting at the option of the party alleging the breach.

ARTICLE 1
RECOGNITION AND COVERAGE

SECTION 1

The EMPLOYER recognizes the UNION as the exclusive representative of the following unit of employees:

> All professional and nonprofessional employees employed by the Federal Deposit Insurance Corporation (FDIC) nationwide, excluding all management officials, supervisors, student interns, student trainees, summer interns, and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

SECTION 2

When the term "employee" is used in this Agreement, it is understood by the Parties that only bargaining unit employees are referred to, unless otherwise stated.

SECTION 3

During the term of this Agreement, the EMPLOYER agrees that all new employees employed in the units described in Section 1 above, will be automatically covered under the terms and conditions of this Agreement.

SECTION 4

To the extent that any preexisting local or midterm agreements or any local practices between the UNION and the EMPLOYER conflict with the express terms of this Agreement, the terms of this Agreement shall apply. To the extent that provisions of this Agreement conflict with the Parties' Compensation Agreement, the terms of the Compensation Agreement shall apply.

ARTICLE 2
EFFECT OF LAW AND REGULATION

SECTION 1

In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws.

SECTION 2

To the extent that provisions of the EMPLOYER's Rules and Regulations are in specific conflict with this Agreement, the provisions of this Agreement will govern.

SECTION 3

Should any conflict arise between the terms of this Agreement and any Government-Wide Rule/Regulation or EMPLOYER Rule/Regulation issued after the effective date of this Agreement, the terms of this Agreement will supersede and govern unless specifically indicated otherwise.

SECTION 4

Nothing in this Agreement constitutes a waiver of the EMPLOYER'S rights under 5 U.S.C. Section 7106(a).

ARTICLE 3
EMPLOYEE RIGHTS

SECTION 1

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

A. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the EMPLOYER or otherwise appropriate authorities; and

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

SECTION 2

The initiation of a grievance in good faith by employees will not cause any reflection on their standing with their supervisor or on their loyalty or desirability to the organization. Employees and UNION stewards who have relevant information concerning any matter for which remedial relief is available under this Agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation or reprisal. The EMPLOYER will not impose any restraint, interference, coercion or discrimination, or reprisal against any employee in the exercise of his or her right to designate a UNION steward for the purpose of representing to the EMPLOYER any matter of concern or dissatisfaction or of representing the employee to any Government agency or official other than the EMPLOYER.

SECTION 3

Nothing in this Agreement will require an employee to become or remain a member of a labor organization or to pay money to the organization, except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions or by voluntary cash dues payment by a member.

SECTION 4

The EMPLOYER will recognize and respect the dignity of each employee in the formulation and implementation of personnel policies and practices.

SECTION 5

It is understood that an employee must follow supervisory orders, directions or assignments.

A. No employee will be adversely affected as a result of carrying out the lawful assignments and instructions of a supervisor, or when the employee acts in good faith in carrying out the instructions of the EMPLOYER, except as to the employee's failure to meet clearly defined performance expectations in completing the assignment.

B. In the event an employee questions the legality (limited to a belief that the order, direction or assignment violates law, rule, regulations or published Professional Codes of Ethics) of a supervisor's order:

1. The employee shall discuss the difference and the basis for it with his or her supervisor with the intent of resolving the difference.

2. If unresolved, the supervisor shall give the instructions to the employee in writing. At this time, the employee may seek review of the dispute by the next level of supervision. The next level supervisor shall assess the dispute and inform the bargaining unit employee of his or her determination regarding the dispute.

3. If unresolved at the next level of supervision, the employee will comply with the supervisor's instructions and the EMPLOYER shall assume full responsibility for those instructions if they are carried out in the manner prescribed by the supervisor.

4. In addition, professional employees whose professional license must be maintained as a condition of employment (e.g., Series 905 Attorneys) may consult with the body responsible for the enforcement of the Code of Professional Responsibility in the State or District in which he or she is licensed for guidance, and, upon receipt, provide such guidance to the supervisor. Prior to the receipt of such guidance, the professional shall not be required to sign any disputed document. If the guidance provided indicates that the action is inappropriate, the professional shall not be required to sign any subsequent documents related to that action.

C. At such time as the employee has complied with a supervisor's order, direction or assignment, he or she may file a grievance, complaint or appeal, as appropriate, to seek a remedy to any alleged violation of his or her rights.

SECTION 6

A bargaining unit employee will be granted a reasonable amount of official time to confer with his or her UNION representative concerning matters for which he or she can receive remedial relief under this Agreement and to attend and prepare for any proceeding listed under Section 1.C., Article 9, (Official Time), in which the employee is a proper participant (e.g., as a mutually agreed upon witness or, if allowed, to testify as a technical advisor in lieu of the UNION representative). The employee will submit a written or electronic version of Form 2200/07 (available on the FDIC intranet). In requesting time, the employee will identify the general purpose for the official time (e.g., to discuss a grievance). The employee will submit the form reasonably in advance, and the EMPLOYER will approve or deny the request in a timely manner, but no later than when the requested official time would begin. If the employee has provided reasonable advance notice, but the EMPLOYER fails to act on the request in a timely fashion, the request will be considered as approved. The employee will notify his/her supervisor upon return to the worksite. An employee may also meet with a UNION representative before a meeting with the Inspector General (IG). Such consultation with a UNION representative shall not unduly delay the meeting with the IG. Without satisfying the requirements of this subsection, employees shall not have the right to leave their duty station to seek out NTEU representatives while on duty (excluding breaks/lunch) without prior supervisory approval.

SECTION 7

A. Employees have the right to UNION representation at any examination of them by the EMPLOYER in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against him or her and the employee so requests representation. If the requested representation is not available the meeting will be postponed, but not more than two (2) workdays. This time limit may be extended by mutual consent of the Parties prior to the expiration of such time limit. If within that time the UNION cannot provide a representative, the employee may not delay the meeting further.

B. The UNION's role as representative of an employee during an examination is to:

1. assist the employee in clarifying the facts,

2. suggesting other individuals who have knowledge of the facts,

3. surfacing other facts that may impact on the final decision in the matter,

4. record each question and the response,

5. record the examiner's name, and

6. advise the employee.

C. To the maximum extent possible, all examinations of employees as described in Section 7.A. above will be conducted in a private room.

D. At the time the employee is initially contacted to schedule such an interview described in Section 7.A. above, the employee will be provided with the following information:

1. the general subject of the interview;

2. that he or she is the subject of the conduct interview or whether the employee is being interviewed as a third party witness;

3. that if the employee reasonably believes that the interview may result in disciplinary action, the employee is entitled to representation during the interview by a person designated by the UNION;

4. that the interview will be scheduled to allow the employee an opportunity to seek the counsel of a UNION representative; such counseling shall not unduly delay the interview; and

5. the EMPLOYER agrees to notify the employee of his or her right to NTEU representation and will provide Form FDIC 2600/02 (Appendix A). In such situations, the meeting will be held as soon as possible but no later than two (2) workdays after the initial postponement.

E. A grievant, appellant, or an employee who is the subject of an examination will receive official time, in accordance with approval procedures in Section 6 of this Article, including travel reimbursement in accordance with the FDIC General Travel Regulations, for travel to and attendance at the following:

1. grievance meetings with the EMPLOYER;

2. arbitration hearings, if the employee is still on the rolls;

3. oral reply meetings for a notice of proposed disciplinary or adverse action;

4. an adverse action hearing, if the employee is still on the rolls;

5. other statutory appeal hearings, if the employee is still on the rolls;

6. meetings for the purpose of presenting replies to notices of termination of a probationary employee, if the employee is still on the rolls; and,

7. an examination by a representative of the EMPLOYER in connection with an investigation which may lead to disciplinary action.

In the above circumstances, travel reimbursement will only be provided to an employee on the rolls. However, in the case of an employee that is ordered reinstated by a third party, that third party may also award reimbursement of such travel expenses.

SECTION 8

A. The EMPLOYER agrees to include the FDIC Standards of Ethical Conduct as a topic at Regional and/or Interregional Conferences. Employees, who have written questions concerning an interpretation or application of the Standards of Conduct on which the inquiring employees have an immediate personal interest, may direct their written questions to a Deputy Ethics Counselor. The EMPLOYER will to the maximum extent possible provide a written answer to the inquiring employee within thirty (30) days.

B. The EMPLOYER agrees that it will apply 5 C.F.R. Parts 2635 and 3201 in accordance with law and in a fair and equitable manner.

SECTION 9

Any employee required to serve on a contracting technical or cost evaluation panel will be provided with copies of any applicable written procedures and policies regarding contracting ethics and permissible activities and actions which have been promulgated by the EMPLOYER in advance of such assignment. Answers to any questions from an employee regarding the interpretation or application of these procedures and policies will, upon request, be provided in writing. Any failure to supply and explain these procedures and policies to an employee which results in an unintentional violation of such procedures and policies may be raised as a defense to a disciplinary, adverse or unacceptable performance action.

SECTION 10

The EMPLOYER agrees to maintain an indemnification policy covering actions taken by employees while in the service of the FDIC. Any questions concerning such policy should be directed to the Deputy Ethics Counselor.

ARTICLE 4
UNION RIGHTS

SECTION 1

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

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

SECTION 2

A. The UNION has the right to attend and send a representative of its own choosing to any formal discussion between the EMPLOYER and one or more employees in the unit concerning any grievance or any personnel policy or practice or other general conditions of employment. The UNION agrees that in order to conserve costs it will normally designate a representative who is co-located in the office where the formal meeting is being held. Advance notification will be given to the appropriate Chapter President, or individual designated by the UNION, as soon as the meeting is scheduled. That notice will include the date, time, location and purpose of the meeting. This advance notice will be given unless the EMPLOYER has been prevented from doing so because of a bona fide emergency.

B. At those formal meetings where the UNION has chosen to be represented, the EMPLOYER will inquire as to whether any UNION representative is present, and, if so, will ask that representative to state his or her name. The UNION representative may ask questions and present a brief statement before the end of the meeting outlining the UNION's position concerning the issues addressed at that meeting. The UNION representative cannot use his or her attendance to disrupt the meeting or to undermine the EMPLOYER's position at the meeting. The EMPLOYER retains the right to terminate the meeting. At the conclusion of any formal meeting which addresses a significant reorganization, moves or corporate-wide conditions of employment, and upon the request of the UNION representative, the UNION representative will be permitted to meet for up to 10 minutes with employees on their break time.

SECTION 3

A. Consistent with law, nothing in this Article or in this Agreement shall be interpreted so as to limit supervisory personnel from meeting informally with employees without the UNION being given the opportunity to be represented at

such informal meetings. If either before or during the course of a meeting where a UNION representative is not present, an employee reasonably believes that his or her rights are being violated, he or she may request the presence of a UNION representative. The meeting will then be temporarily postponed, and the discussion will resume when the UNION representative is present.

B. If during the course of an informal meeting as described in Section 3.A. above, an employee reasonably believes that the substance of a discussion meets the definition of a meeting either under Section 7.A., Article 3, (Employee Rights), or Section 2.A., Article 4, (Union Rights), of this Agreement, an opportunity for UNION representation will be provided, where appropriate.

SECTION 4

The Union may refuse to represent employees in proposed disciplinary actions and in statutory appeals (for example, adverse actions, unacceptable performance actions, Equal Employment Opportunity complaints).

ARTICLE 5
EMPLOYER RIGHTS

SECTION 1

Consistent with 5 U.S.C. 7106 and subject to section C of this section, nothing in this Article or the Federal Service Labor-Management Relations Statute (Statute) shall affect the authority of the EMPLOYER to:

A. to determine the mission, budget, organization, number of employees, and internal security practices of the FDIC; and

B. in accordance with applicable laws --

1. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

3. with respect to filling positions, to make selections for appointments from--

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 FDIC's mission during emergencies; and

C. Nothing in this Article or the Statute shall preclude the EMPLOYER and the UNION from negotiating:

1. at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

2. procedures which management officials of the agency will observe in exercising any authority under this Article or Statute; or

3. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article or Statute by such management officials.

SECTION 2

The UNION will recognize and respect the dignity of the EMPLOYER in connection with all matters pertaining to the UNION's representation of employees.

ARTICLE 6
MERIT PRACTICES

SECTION 1

A. It shall be the policy of the FDIC not to discriminate against any employee or applicant for employment:

(1) on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicapping condition, marital status, or political affiliation;

(2) for conduct which does not adversely affect the employee's performance; or

(3) as a reprisal for the exercise of any appeal right granted by law, rule or regulation.

B. There shall be fair and open competition for jobs. In soliciting or considering recommendations for those under consideration for unit positions, recommendations should be based on factors such as work performance, ability, aptitude and qualifications. Consideration of an employee's character, loyalty and suitability for employment in making such employment decisions shall be based upon the personal knowledge of, or records available to, the person providing this information.

C. Those occupying positions with authority over personnel actions will not improperly coerce any individual to withdraw from competition for a job, nor will they grant any preference or advantage not authorized by law, rule, regulation or this Agreement.

D. It is the policy of the FDIC to avoid nepotism in appointing, promoting, employing, or advancing employees.

E. The EMPLOYER shall observe, and unit employees shall be protected by, all Whistle blower provisions applicable to the FDIC pursuant to law, rule or regulation.

ARTICLE 7
UNION REPRESENTATIVES

SECTION 1

A. The terms "representative," "steward" or "officer" are used interchangeably in this Agreement and those terms refer to all employees representing NTEU, e.g., assistant chief stewards, chief stewards, stewards, and UNION officers. No other bargaining unit employee(s) may be authorized by the UNION to act on its behalf and receive official time under Article 9 (Official Time), unless mutually agreed to by the Parties.

B. The UNION may designate representatives to act on its behalf in accordance with the following:

1. The UNION may appoint one (1) representative for each forty (40) bargaining unit employees (or fractional portion thereof) within the nationwide bargaining unit. The actual calculation of the number of representatives shall be carried out on an "office" basis, with each office (e.g., field office, regional office or HQ) entitled to one (1) steward/officer for each forty (40) bargaining unit employees (or fractional portion thereof) represented by the UNION. However, in no case shall a field office be authorized less than one (1) representative. In each office in the field, the UNION may also designate an alternate representative who may perform representational functions and utilize official time in accordance with Article 9 (Official Time), only in the absence of the designated steward.

2. These representatives, plus the Chapter President, will receive official time, in accordance with Article 9, (Official Time), of this Agreement.

3. Stewards may represent any organizational segment within the bargaining unit. However, in assigning representatives, the UNION will be mindful of the goals of sharing representational responsibilities equitably (Article 9, Official Time) and conserving travel/per diem expenses (Article 8, Travel and Per Diem for UNION Representational Activities).

SECTION 2

The UNION agrees to provide to the EMPLOYER (Chief, Labor and Employee Relations) a list of stewards/representatives as described above, within thirty (30) workdays after the effective date of this Agreement. The UNION will also provide to the EMPLOYER written notice of any changes (additions or deletions) in such a list at least two (2) workdays in advance of the effective date of the change, if circumstances

permit. Failure to provide timely notice of a change in steward/representative designation will not serve to deny employees representation.

SECTION 3

The EMPLOYER recognizes its obligations to provide the UNION and its representatives with relevant and necessary data pursuant to the standards set forth in 5 U.S.C. Section 7114(b)(4).

SECTION 4

No UNION representative will be disadvantaged in the assessment of his or her performance based on his or her use of approved/documented official time when conducting labor-management business authorized by Article 9, (Official Time), of this Agreement. The EMPLOYER will take into account the time spent by UNION representatives carrying out their labor-management responsibilities and interruptions in performing their normal job functions when evaluating the performance of those UNION representatives. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with other relevant provisions of this Agreement. The performance of employees serving as UNION representatives will be rated on the basis of EMPLOYER-assigned work consistent with the elements identified in the employee's performance plan.

ARTICLE 8
TRAVEL AND PER DIEM FOR UNION REPRESENTATIONAL ACTIVITIES

A. The EMPLOYER will pay all reasonable and customary travel and per diem expenses incurred by FDIC employed UNION officials authorized to engage in midterm and term negotiations and to attend meetings of the Labor Management Relations Committee (LMRC).

B. Subject to an annual limit of $3000 per chapter, per year, the EMPLOYER will also pay reasonable and customary travel and per diem expenses incurred by FDIC employed UNION officials authorized to engage in those activities for which official time is authorized pursuant to Section 1.C., Article 9, (Official Time),except as provided in C. below.

C. For purposes of the annual NTEU training conference, the EMPLOYER will pay travel and per diem for up to forty (40) representatives per year covered by this Agreement. Representatives who will be attending the conference are required to provide fifteen (15) calendar days advance notice to their supervisor for planning purposes.

D. The administrative reimbursement procedure shall be in accordance with FDIC General Travel Regulations (GTRs) or any negotiated procedures and rights which override the GTRs.

ARTICLE 9
OFFICIAL TIME

SECTION 1

A. The Parties agree that the use of official time for the activities identified in this Article contributes to the effective conduct of the EMPLOYER's business in the public interest.

B. UNION representatives will receive a reasonable amount of official time (including official time to travel to and from meetings described in C. below to the extent the employee is otherwise in a duty status) to be present at discussions with the EMPLOYER concerning conditions of employment relating to employees in the unit, and any other activities associated with the maintenance of an effective labor-management relationship, as described in subsection C. below.

The number of UNION representatives authorized for official time is governed by the following:

1. For each of the meetings with the EMPLOYER described in subsection C.1 and 17, the UNION shall be entitled to official time for no more than one representative.

2. For the meetings described in subsections C.3, 4, 5, 6 and 7, the EMPLOYER will normally have two representatives (e.g., the deciding official and an advisory management representative), and the UNION will be limited to one representative (in addition to the employee/grievant). However, if the EMPLOYER sends additional representatives to these meetings, it will notify the UNION in advance, and the UNION may send an equal number of additional representatives.

3. In cases arising under subsection C. 2, 8 and 9, the number of stewards entitled to time is equal to the number of EMPLOYER representatives at such meetings.

4. The UNION may occasionally designate an additional representative for training purposes so that a new steward may observe at least one official time meeting, and so that an experienced steward can supervise a new steward at least once in a meeting.

C. Official time for UNION representatives and for affected bargaining unit employees is authorized for the following purposes:

1. meetings with the Employer concerning personnel policies, practices or other general conditions of employment or any other matter covered by 5 U.S.C. 7114(a)(2)(A);

2. a. meetings to discuss or present unfair labor practice charges or unit clarification petitions;

   b. meetings with the FLRA or participation on behalf of the UNION in proceedings before the Authority;

3. meetings for the purpose of presenting replies to proposed termination of probationers;

4. oral replies to notices of proposed disciplinary, adverse or unacceptable performance actions;

5. meetings to present appeals in connection with statutory or regulatory appeal procedures in which the UNION is designated as the representative;

6. examinations of employees in the unit by a representative of the EMPLOYER in connection with an investigation if:

   a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and

   b. the employee requests representation;

7. grievance meetings and arbitration hearings;

8. negotiations sessions with the EMPLOYER (e.g., mid-term negotiations);

9. meetings of committees on which UNION representatives are authorized joint membership pursuant to this Agreement or any other negotiated agreement;

10. to participate in UNION-sponsored and financed training programs or other non-NTEU sponsored training designed to improve representational skills or otherwise improve the labor-management relationship;

11. to confer with affected employee(s) about matters covered under this Agreement;

12. to prepare and investigate grievances, interview witnesses, prepare arbitrations, and meet with NTEU National Staff Representatives in connection with representational activity;

13. to prepare to represent an employee in a statutory appeal process, including replies;

14. to prepare to negotiate over mid-contract issues;

15. to prepare to participate in a FLRA investigation or hearing as a representative of the UNION;

16. to prepare for Labor Management Relations Committee (LMRC) meetings;

17. to prepare and maintain records and reports required of the UNION by Federal agencies under 5 U.S.C. § 7120(c); and

18. to contact members of Congress and their staffs to discuss legislative and related matters affecting the EMPLOYER and its employees, including attending NTEU's annual Legislative Conference. For purposes of either contacting members of Congress or attending the Legislative Conference, the UNION shall be entitled to no more than two (2) representatives on official time per Chapter per year.

D. The EMPLOYER shall provide the chapter with quarterly reports regarding the use of time by UNION representatives.

SECTION 2

The following rules apply to the use of official time described in Section 1 of this Article:

A. The UNION representative will seek approval, in writing, from his or her supervisor to use a reasonable amount of official time under this Article, as follows:

1. At or before the beginning of a pay period, each Chapter President and Chief Steward may send his or her supervisor his or her planned schedule for use of official time for that pay period.

2. For any other UNION representative, he or she will submit a written or electronic version of Form 2200/06 (available on the FDIC intranet). The UNION representative will submit the form reasonably in advance, and the EMPLOYER will approve or deny the request in a timely manner, but no later than when the requested official time would begin. Use of this form and advance approval is not required, however, when the anticipated duration of use of official time is less than one (1) hour (although the representative must still aggregate and report the official time used in accordance with Section 3, below).

3. If the UNION representative has provided reasonable advance notice, but the EMPLOYER fails to act on the request in a timely fashion, the request will be considered as approved.

4. The UNION representative will be granted the requested time unless his or her absence would substantially interfere with meeting an important work-related deadline, other mission-related needs, or a bona fide emergency. If the UNION representative is not released, official time will be granted later that day if at all feasible. Any denial of a request for official time must be made as quickly as possible and the reasons therefor stated in writing.

B. Bargaining unit employees will be granted a reasonable amount of official time to confer with his or her UNION representative concerning matters for which he or she can receive remedial relief under this Agreement and to attend and prepare for any proceeding listed under Section 1.C. of this Article in which the employee is a proper participant (e.g., as a mutually agreed upon witness or if allowed to testify as a technical advisor in lieu of the UNION representative). The employee will submit a written or electronic version of Form 2200/07 (available on the FDIC intranet). The employee will submit the form reasonably in advance, and the EMPLOYER will approve or deny the request in a timely manner, but no later than when the requested official time would begin. If the employee has provided reasonable advance notice, but the EMPLOYER fails to act on the request in a timely fashion, the request will be considered as approved.

C. Upon concluding activities in accordance with this Article the UNION representative and/or employee will check back in with his or her supervisor.

D. The provisions of this Article shall not bar UNION representatives from using a reasonable amount of official time for activities specifically provided elsewhere in this Agreement.

E. While not required, the Parties agree to a goal of sharing employee representation responsibilities equitably among the designated UNION representatives, other than the chapter president and chief steward. The UNION will make every effort to ensure that a reasonably proportionate number of stewards or representatives are selected from across the various Divisions and Offices.

SECTION 3

Any use of official time under this Article shall count from the time the UNION official ceases working at his or her normal duties to the time he or she resumes those normal duties. Upon concluding activities in accordance with this Article, UNION officials are responsible for recording the amount of official time utilized on his or her official FDIC Time and Attendance Report, consistent with Appendix B, Report of Official Time Used.

The Time and Attendance Report should be turned in to the representative's supervisor as soon as possible, but in no event later than the end of the payroll reporting period in which the time is used. Bargaining unit employees who are meeting with UNION officials or otherwise using time authorized by this contract are not required to report the use of this time on their Time and Attendance Report.

ARTICLE 10
UNION ACCESS TO EMPLOYER SPACE, SERVICES AND BULLETIN BOARDS

SECTION 1

A. It is agreed that, upon reasonable advance request by the UNION, the EMPLOYER will, provide a meeting space, as available, for meetings between 6:30 A.M. and 6:00 P.M. (local time) in each location of the EMPLOYER. Requests by the UNION to utilize meeting space after 6:00 P.M. will be granted if consistent with local security arrangements. It is agreed that the UNION will comply with all security and housekeeping rules in effect on the EMPLOYER's premises at that time and place. The room will be used for the following purposes:

1. preparing or discussing a grievance;

2. preparing for meetings with the EMPLOYER;

3. conducting informal discussions, including meetings during coffee breaks or lunch periods, to meet employees and generally discuss collective bargaining and labor relations; and

4. internal UNION business (e.g., internal UNION meetings), so long as no official FDIC duty time is utilized for such meetings.

B. Union representatives may use the EMPLOYER's office equipment (including computers and computer files), E-Mail facilities, FAX, and photocopy machines and information technology resources in connection with Union-related representational functions. The UNION may not use the above-referenced equipment or services for internal UNION business. This use is subject to operational priorities of the office and will be periodically reviewed by the appropriate Labor Management Relations Committee (LMRC). Each Chapter will be entitled to one mailbox on the FDIC's Outlook system.

C. The UNION may use the EMPLOYER's video equipment, for presentations in orientation sessions described in Article 32, (Employee Orientation), when such equipment is reasonably available. The UNION may also use such equipment for UNION-sponsored local training (excluding internal UNION business) and meetings with employees.

D. 1. The EMPLOYER will provide each NTEU chapter with its own home page on the FDIC Intranet, with a hyperlink to the NTEU National web site. NTEU will maintain the content of these pages in accordance with established FDIC policy, procedures and standards.

2. The EMPLOYER agrees to continue its practice of providing a mechanism for NTEU National staff representatives and NTEU chapter representatives to send e-mail and documents to one another via the FDIC Internet.

E. UNION stewards/officers, when in travel status or otherwise assigned away from their normal duty station, will be supplied with laptop computers to the extent such laptops are available for assignment. Moreover, this provision does not apply to employees assigned laptop computers as a part of their official duties.

F. All UNION representatives in FDIC Headquarters and Regional Offices shall be furnished, at their workplaces, if not otherwise supplied during the normal course of their work, with audix (i.e., voicemail).

SECTION 2

Reasonable telephone costs incurred by UNION officers, representatives and employees, in connection with the activities set out in Article 9 (Official Time), may be billed to the respective office telephone number. Upon request, the EMPLOYER will provide a device with e-mail and cell phone capabilities to each Chapter President.

SECTION 3

Each January, April, July and October, the EMPLOYER will provide NTEU National for its internal use only in its capacity as the exclusive representative of FDIC employees, an electronic spreadsheet which will contain the names, grade, position titles, division, branch, group, unit, section, assigned office and adjusted base pay for all employees in the unit. The list will also identify employees who are on dues withholding status and employees' work status (for example, temporary, term, permanent, full-time or part-time). The EMPLOYER will also provide the UNION with a list, updated at least quarterly, of the FDIC email addresses and work locations of all bargaining unit employees. NTEU will not disseminate information from the list outside of NTEU representatives.

SECTION 4

The EMPLOYER will provide an advanced copy of all published FDIC directives which relate to personnel policies, practices and general conditions of employment of unit employees to NTEU Headquarters.

SECTION 5

A. The cost of publishing (which includes printed, CD and electronic copies) this Agreement and any amendments shall be borne by the EMPLOYER. The EMPLOYER will provide employees with the website link they can use to access the contract online through the FDIC website. One hundred and fifty (150) copies of the printed Agreement and any amendments shall be furnished to the UNION for its internal requirements. NTEU National will be provided with an electronic copy of the Agreement and any amendments. The EMPLOYER will place the Agreement and any amendments on the FDIC intranet website. FDIC will also place all Memoranda of Understanding between FDIC and NTEU on the FDIC website. All of these Agreements will be linked to the FDIC intranet home page (first page), with the link titled FDIC/NTEU Agreements. Employees will be permitted to access these Agreements on-line through both the FDIC and NTEU web sites. Employees will be encouraged by the EMPLOYER to familiarize themselves with the contents of these Agreements.

B. Upon request, an accessible copy of this Agreement will be furnished to each visually impaired employee. Employees making such a request will do so by completing FDIC Form 2710/02, Request for Barrier Removal or Reasonable Accommodation, and forwarding it to the FDIC's Office of Minority and Women Inclusion (OMWI).

SECTION 6

The printed and electronic copies of the Agreement shall contain a Table of Contents listed in numerical order by Article and shall also contain an alphabetical subject matter index by Article. The EMPLOYER shall be responsible for creating the index.

SECTION 7

A. For field chapters, the EMPLOYER will provide each chapter an office of at least 120 square feet. The chapter will determine whether the office will be located in the Regional/Area Office, or in the office where a chapter president is located (if different). If the location selected by the chapter will not fully accommodate the 120 square foot space requirement, the EMPLOYER agrees to provide as much space as can be accommodated in the selected location and to fully comply with these space requirements when the lease is renewed or the office is relocated.

B. The EMPLOYER will continue to provide offices to the UNION in its facilities at Virginia Square and 1776 F. Street. Changes to the size or location of these offices are subject to local negotiations by the Parties.

C. Within thirty (30) days of the establishment of a temporary satellite office pursuant to Article 52 of this Agreement, the EMPLOYER will provide the union a cubicle consistent with the systems workstation for a CG- 9 to CG-15 employee and furnished with a desk, two (2) chairs, a locking file cabinet, a phone and a computer with full network and internet access in that temporary satellite office. In addition, the EMPLOYER will provide the Union access to conference rooms for union activities.

D. Each office will be designed to provide privacy to the UNION and shall have a lockable door. The EMPLOYER will provide, for each office, meeting tables, a four (4) drawer lockable file cabinet, a bookcase, four (4) chairs, a bulletin board, a telephone, a computer with full network and Internet access. No additional chapter president office will be provided if the location of the chapter president changes.

E. Use of a conference room will be provided to the UNION on the basis of a mutually agreed upon schedule. The agreed upon schedule is subject to the operational needs of the EMPLOYER. The EMPLOYER will provide the UNION with a list of all conference rooms and the contact point for scheduling. Such list shall be updated as necessary.

SECTION 8

The UNION shall have the right to receive U.S. Postal Service mail or private express mail services addressed to the UNION. Such mail will be opened by the EMPLOYER only to the extent required for security purposes; the contents will not be read. Further, the EMPLOYER agrees to issue written instructions to all appropriate employees notifying them of these requirements.

SECTION 9

The EMPLOYER will provide to the UNION one (1) 2 1/2' X 3 1/2' bulletin board per building in Headquarters and Regional/Area offices, and in each office location in the field where bargaining unit employees are located. The specific location of such bulletin boards shall be mutually agreed to by the EMPLOYER and the respective NTEU chapters.

It is agreed that the UNION may title the designated bulletin board space as the appropriate "NTEU CHAPTER." The UNION's bulletin boards should contain material which does not reflect adversely on the integrity of any individuals, other labor organizations, government agencies, or activities of the Federal government. Material will be posted directly by the UNION. If the EMPLOYER objects to any posted item, the EMPLOYER will remove the item and so inform the UNION.

SECTION 10

A. Upon reasonable advance notice (at least one (1) workday) the UNION may distribute material in non-work areas of the EMPLOYER's premises to employees provided that the employee distributing the material is in a non-duty status, and further provided that the distribution does not create a litter or employee traffic problem and that the material being distributed complies with the requirements of Section 9 of this Article.

B. When the UNION wishes to set up displays or tables to distribute materials or gather signatures on petitions in non-work areas of the EMPLOYER'S premises, it will do so on non-duty time. Furthermore, it shall notify the Human Resources staff two (2) full work days in advance.

C. The UNION shall be permitted to perform desk drops to bargaining Unit employees subject to the following constraints:

1. Reasonable notice of a planned desk drop must be given to the appropriate Human Resources Specialist. Such notice will be given either verbally or in writing in advance so that one (1) full workday elapses between receipt of the notice and execution of the desk drop.

2. The employee performing the desk drop will do so on his or her own time (e.g., during work breaks, lunch periods, before/after work, on annual leave or LWOP). When desk drops are performed after work hours, they will be completed in a time and manner consistent with the FDIC's security procedures.

3. The following areas will be considered "restricted areas" and desk drops will not be performed in them: Labor Relations Offices, Management Areas or Offices in which no bargaining unit employees are located.

ARTICLE 11
TRAINING

SECTION 1

The Parties agree that training which promotes efficiency and economy in the operation of the FDIC and develops the maximum performance of official duties by employees is a matter of significant importance in fulfilling the mission of the EMPLOYER. The EMPLOYER is strongly committed to the goal of developing skilled, efficient and productive employees, the equitable administration of its learning and development policy and the maintenance of a training program which will foster that goal. In this regard, the EMPLOYER agrees, within the scope and requirements of the FDIC Learning and Professional Development Policy, Circular 2600.1, (Circular)(which includes the Professional Learning Account (PLA) program) and within budgetary limitation, to make available to all permanent employees the training deemed necessary for the employee's development and performance of presently assigned duties. This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent Circular, as well as with law, rule and regulation. During the life of the Agreement, either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

SECTION 2

A. The Parties agree that training is defined in general terms as “Required” or “Career Development.” “Required” training shall include all training that employees are required to pursue to achieve FDIC commissions or is a requirement of the employee’s position. Further, any training that is designated as mandatory by the Office of Personnel Management (OPM), the FDIC Chairman or the FDIC Operating Committee, will also be defined as “Required” training. (Mandatory training will be listed in the Circular 2600.1, or in an attachment to the Circular).

The Parties also agree that another category of “Required” training shall include training requirements associated with formal performance improvement of employees.

“Career Development” training shall include all training that enables an employee to maintain skills and knowledge to perform at a satisfactory level in their position. In addition, “Career Development” training shall include any training that allows an employee to enhance their skills and knowledge beyond that required by their position description, which can include training in the same subject matter as their position, or developing skills and knowledge in another

subject matter, as long as it relates to the mission of the FDIC. The EMPLOYER will have the full discretion to determine what training does, or does not, relate to the mission of the FDIC. The EMPLOYER agrees to provide its supervisors and managers with guidance in determining what constitutes FDIC mission related training.

B. The EMPLOYER agrees to formulate and implement policies, procedures and programs that promote and support Career Development training of permanent employees, in a manner that is equitable. Further, the Parties recognize that the PLA program currently achieves the goal of promoting and supporting career development training of employees in an equitable manner and further, that it provides funding so employees may both purchase training and travel to training, when reasonable and when approved by their supervisor. The EMPLOYER agrees to make reasonable efforts to continue to provide career development training resources and funding to its employees. The EMPLOYER also agrees that any changes to the PLA Program will be bargained if required by law.

C. An employee's schedule may be adjusted to attend the training on duty time. The EMPLOYER agrees to grant duty time, pay tuition, fees and related travel expenses, if any, for all required training.

D. The Division and/or Office or Corporate University will designate an amount of duty time for pre-course assignments and preparation for training, when appropriate.

E. External Career Development Training should be considered as follows:

1. The training's structure and performance objectives are valid for the employee's job performance needs and will enable the employee to increase his or her knowledge/skills to perform his or her current official duties.

2. The EMPLOYER has provided signatory approval for the employee to participate in non-FDIC training (supervisor and second-line supervisor sign a completed FDIC Form 2610/12).

3. Comparable training is not available through EMPLOYER developed courses and it would be too costly and/or inefficient for the EMPLOYER to develop a comparable course at this time.

4. Reasonable inquiry has failed to disclose suitable, adequate and timely programs being offered by other government agencies within the local area.

5. The course meets the needs of the employee and the EMPLOYER as well as or better than other courses of its nature which may also be available at that time.

6. Sufficient funds are available in the training budget.

7. The course is not being taken solely for the purpose of obtaining a degree or certificate.

8. The training of an employee is not for the purpose of filling a specific position by promotion if there is another qualified and available employee of equal ability and suitability in the Corporation.

SECTION 3

The EMPLOYER recognizes that when an employee is moved from one position to another or to an assignment where duties are substantially different, a reasonable amount of time may be necessary for the employee to become acquainted or reoriented with his/her respective duties.

SECTION 4

The training policies of the FDIC and the provisions of this Article will be administered in a fair and equitable manner, and in accordance with the mission requirements of the FDIC.

SECTION 5

Upon request, the EMPLOYER will work with an employee in the development of a written Career Development Plan (CDP). This plan will identify developmental needs and suggested activities to meet those needs. Such activities may include: formal classroom training, on-the-job training, self-study, developmental job assignments, and other activities which are appropriate and consistent with the Circular. When working with the employee in preparing that employee's CDP and at other times, as appropriate, the EMPLOYER will coach employees and provide feedback concerning their goals, objectives, knowledge and skills, and developmental activities.

SECTION 6

Employees attending a graduate school of banking will be allowed, upon request, up to two (2) weeks of duty time in the office for the preparation of the required thesis or research paper. An employee may receive up to four (4) weeks of duty time for the preparation of the required thesis or research paper providing the topic of such thesis is approved by the EMPLOYER. In the event there is no required thesis or research paper, an employee may receive up to forty (40) hours of duty time annually in the office

for the preparation of case problems required by a graduate school of banking. In no event will an employee receive more than twelve (12) hours of duty time to complete any one problem. Requests for time under this Section shall be submitted to the EMPLOYER as far in advance as possible. Employees will be promptly advised of the dates such duty time will be used.

SECTION 7

Issues concerning training and development may be an item on the agenda of the Labor Management Relations Committee and, if raised, will be discussed in that forum.

SECTION 8

An employee will have the right to raise lack of necessary training as a defense to a disciplinary, adverse, or unacceptable performance action.

SECTION 9

To the extent not in conflict with any other provision of this Agreement, the EMPLOYER recognizes that all employees are covered by the terms of this and other collective bargaining agreements during any period in which they are assigned to training. This Section shall be interpreted and applied consistent with applicable law.

SECTION 10

UNION representatives may address a training class during the non-duty hours of the class members. The UNION will notify the EMPLOYER in advance if it wishes to do so.

SECTION 11

For any training which requires an employee to travel outside his or her designated commuting area, the EMPLOYER agrees to a goal of scheduling training such that the majority of associated travel can be accomplished during normal administrative work hours, absent an interference with the accomplishment of the EMPLOYER's mission, staffing and workload requirements.

SECTION 12

A. It is understood that Legal Division Attorneys (0905 Series) are required to be licensed by a state bar as a condition of employment. It is also understood that many states require compliance with annual continuing legal education (CLE) requirements.

B. To the extent that Corporation sponsored training is available, Attorneys will attempt to satisfy their CLE requirements in one (1) state in which they are licensed.

C. To the extent that an Attorney, after reasonable efforts, has been unable to satisfy CLE requirements through such Corporation sponsored training, he or she may attend job related training which is not approved under Section 2 above. If the EMPLOYER approves the Attorney's absence from the office, and alternative courses are not available during non-work hours, the Attorney may attend such job related training at his or her sole expense and receive administrative leave. Such administrative leave shall not normally exceed sixteen (16) hours.

ARTICLE 12
PERFORMANCE EVALUATION

SECTION 1

This Article shall be interpreted and applied in a manner consistent with the provisions of the FDIC Performance Management Program Circular 2430.1, as well as with any current existing National Memorandum/Memoranda of Understanding on performance management, law, rule and regulations. During the life of the Agreement, either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

SECTION 2

A. The Rating Official and the employee will meet to discuss all performance criteria set forth in the employee's performance plan, and any expectations regarding the quality, quantity or timeliness of work assignments. Such meetings shall take place at the beginning of the rating period, or whenever there is a change in performance criteria. The employee may seek clarification from the Rating Official concerning the meaning of performance criteria. Such clarification should include relating how the performance plan for the position relates to the specific duties, responsibilities or major projects assigned to the employee on a recurring basis.

B. A new performance plan must be provided to, and discussed with, an employee within thirty (30) calendar days of reassignment, promotion, or change to a lower grade.

SECTION 3

A. Regular communication between supervisors and employees is important for effective performance management. To this end, Rating Officials will provide employees with timely and accurate feedback on their performance throughout the evaluation period, with an emphasis on coaching and employee development. Employees are encouraged to solicit feedback on their performance and discuss specific performance challenges they are experiencing with the Rating Official so that the Rating Official and employee can work together to address those challenges. If the Rating Official notices that an employee’s performance has declined, the Rating Official should discuss the matter with the employee and, where appropriate, provide coaching or other assistance to help improve performance.

B. If at any time during the evaluation period, the Rating Official identifies that the employee's performance in any job or behavioral standard is below the Accomplished Practitioner and/or Below Target level, the Rating Official will inform the employee as soon as practicable, normally within fourteen (14) calendar days. Specifically, the Rating Official will discuss with the employee his/her performance deficiencies so that the employee is aware of expectations at the Accomplished Practitioner/At Target levels. The Rating Official shall identify specific actions or steps the employee must take to raise job performance to the Accomplished Practitioner and/or behaviors to the At Target level, and discuss appropriate assistance that might enable the employee to do so. To the extent possible, this shall occur no less than ninety (90) days prior to the end of the rating period.

C. An employee who is performing at an unacceptable level in one or more job standards will be placed on a Performance Improvement Plan (PIP) consistent with Article 46, Section 6.

SECTION 4

A. When a determination is made that documentation may be relied upon by a Rating Official in evaluating the employee's performance, the documentation should be promptly provided to the employee, normally within five (5) workdays, to the extent not previously provided.

B. Employees may make written comments concerning performance-related documentation prepared or used by the Rating Official for performance management purposes and attach the comments to the documentation. A reasonable amount of duty time will be given to employees to do so.

SECTION 5

A progress review must be held for each employee at the mid-year of the performance cycle. The process involves the employee providing the Rating Official his/her self assessment and a subsequent dialogue between the Rating Official and the employee about the employee's performance to date in comparison to the performance plan. Employees are encouraged to provide the Rating Official with supporting performance examples. The Rating Official considers employee input when assigning the unofficial mid-year rating. A dialogue between the Rating Official and the employee about the employee's performance to date in comparison to the performance plan will then occur. The mid-year review provides the employee and the Rating Official with the opportunity to discuss progress in relation to major goals or objectives and to modify the performance plan, where necessary (e.g., if duties and responsibilities change). It also provides the Rating Official with an opportunity to notify the employee if his/her job performance does not meet expectations at the Accomplished Practitioner level or is Below Target on the behavioral standards. Changes in projects, assignments, etc., may

be discussed so there is an understanding about what is expected in the second half of the rating period.

SECTION 6

A. Normally, a performance evaluation will be completed once per year for each employee.

B. An employee will receive documentation of performance prior to the year-end evaluation in the following circumstances:

1. When an employee is promoted, reassigned (to a different position) or changed to a lower grade, a new performance plan is required within thirty (30) calendar days of the new assignment. In addition, documentation of performance through the date of the position change (closeout evaluation) is also required if the employee served under his/her performance plan for at least ninety (90) calendar days.

2. When an employee is detailed or temporarily promoted to a position that is expected to last one hundred twenty (120) days or longer, written performance expectations will be provided to the employee as soon as possible, but no later than thirty (30) calendar days after the beginning of the detail or temporary promotion. Documentation of performance during the period covered by the detail or temporary promotion is also required.

3. The Rating Official will make a reasonable attempt to obtain a performance assessment for any temporary assignment by an employee for work performed outside the FDIC. Any assessment received will be considered in preparing the employee's annual rating.

4. If an employee is detailed for one hundred twenty (120) days or more to classified duties, detail supervisors must establish performance standards for the employee and hold a discussion covering expectations and performance standards within thirty (30) days of detailee's arrival. Within thirty (30) days of completion of the detail, the detail supervisor will complete a written narrative based on standards (job and behavioral) and provide it to the employee and permanent supervisor for consideration in mid-year and year-end performance reviews. The detail supervisor will not provide a numerical rating on individual performance/behavioral standards, summary ratings, or overall performance ratings.

5. If an employee is detailed for less than one hundred twenty (120) days, the detail supervisor is not required to establish performance standards or complete a formal evaluation on the detailed employee. However, the detail supervisor is required to provide written comments within thirty (30) days of the end of the detail to the employee and permanent supervisor

relative to the employee's job performance and behaviors while on detail. The detail supervisor will not provide a numerical rating on individual performance/behavioral standards, summary ratings, or overall performance ratings.

6. If an employee is detailed to unclassified duties (regardless of length), the employee will have their performance on the detail evaluated using the permanent position of record performance standards, if applicable. The detail supervisor is required to provide written comments within thirty (30) days of the end of the detail to the employee and permanent supervisor relative to the employee's job performance and behaviors while on detail.

C. The year-end evaluation will be presented to the employee at a performance discussion meeting within ninety (90) calendar days after the end of the rating period. When the employee is not available to receive the evaluation, it will still be timely prepared by the Rating Official. The Rating Official will provide the rating to the employee following the employee's return to work or, with the employee's consent, may send the rating through the mail and discuss the evaluation with the employee telephonically in order to timely submit the final rating during the performance management process. If the employee receives a rating upon his/her return to work, nothing herein precludes the EMPLOYER from processing, for pay purposes only, a rating even though the employee will receive the evaluation upon his/her return to work.

D. Rating Officials will timely prepare performance evaluations to the maximum extent possible.

SECTION 7

A. Performance evaluations will measure actual job performance and behaviors in relation to the performance criteria set forth in the performance plan provided by the EMPLOYER.

B. Performance evaluations will be completed in a fair, objective and equitable manner.

C. The employee will do a self-assessment against each of the job and behavioral standards and will submit the self assessment form to the supervisor for consideration in preparing the performance evaluation at the end of the performance period. The employee is also encouraged to provide performance examples to support the self rating for the supervisor's consideration in preparing the performance evaluation at the end of the performance period.

D. The Rating Official will obtain performance information from other FDIC supervisors for whom the employee has worked directly during the evaluation period. Such information should be provided in writing and may relate the

employees' performance to applicable criteria. The Rating Official shall inform the employee of all input relied upon to complete the evaluation.

E. Rating Officials must also consider factors outside the employee's control that may have impacted upon performance, such as workload, changes in priorities, business exigencies, etc.

F. In drafting the evaluation, the Rating Official evaluates the employee's results, achievements, and behaviors against the expectations as stated in the performance plan.

G. The Rating Official and the employee should meet to review accomplishments and discuss the preliminary evaluation. Adjustments to the preliminary evaluation are made when appropriate. If, for any reason, the Rating Official changes any of the ratings, a revised evaluation is prepared before the employee is asked to sign it. The employee's signature does not indicate agreement with the rating, and the rating does not require the employee's signature to be official.

H. Employees will be provided with a reasonable amount of duty time to prepare written comments concerning the Rating Official's final determination of performance. This time should be granted no later than two (2) workdays after it is requested. Absent extraordinary circumstances, employees must normally submit these comments within four (4) workdays after meeting with the Rating Official. Such comments will be attached to the Performance Plan and Evaluation Form and are considered part of the evaluation. An employee’s oral or written comments will be taken into consideration by the Rating Official.

I. The Rating Official forwards the evaluation and the employee’s comments, if any, to the appropriate Reviewing Official for review and approval. The Reviewing Official approves or disapproves the evaluation. The Reviewing Official is responsible for ensuring the consistent application of job and behavioral standards within his/her organization.

SECTION 8

A. When a grievance is resolved (including an appeal) and ratings are directed to be changed, a fresh evaluation will be prepared reflecting the change(s) and signed by the Rating and Reviewing Officials. It will become the current evaluation and retained in any file where it is maintained for the duration of the retention period. The grieved evaluation will be removed from the EMPLOYER’s files absent a legitimate administrative need (e.g., litigation that is pending or reasonably anticipated). If the grievance is denied and the evaluation is sustained, the grieved evaluation will become the current evaluation and retained in any file where it is maintained for the duration of the retention period.

B. An employee may file a grievance concerning an annual performance evaluation in accordance with applicable negotiated grievance procedures.

ARTICLE 13
MERIT PROMOTION

SECTION 1

A. This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Merit Promotion Policy Circular 2110.2, as well as with law, rule and regulations. During the life of the Agreement, either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties. All procedures and regulations contained in the EMPLOYER's Merit Promotion Plan which are not covered in this Article will apply to the extent they are not inconsistent with this Article.

B. It is agreed that all promotions to bargaining unit positions are to be made on a merit basis by means of the systematic and equitable procedures as contained in this Article.

SECTION 2

All placement and promotion actions, including selection for training required for promotion, to positions in the bargaining unit will be done according to the provisions of this Article, except for the following and other exceptions listed in the current version of the FDIC Merit Promotion Plan for which there is a compelling need.

A. Career ladder promotions where competition has taken place earlier.

B. Promotion of an employee in a position that has gradually increased in responsibility and complexity due to impact and effectiveness of the individual. In such cases, it is determined that management's intent when initially filling the position was that the authorized grade level was appropriate for the foreseeable future.

C. Promotion of an employee who failed to receive proper consideration in a prior competitive promotion action under the provisions of Priority Consideration as contained in this Article.

D. Promotion that results from the application of new classification standards or the correction of a classification action.

E. Selection for promotion or training of severely disabled employees under CFR authority.

F. Accretion of duties promotion.

1. Promotion resulting from the assignment of additional duties and responsibilities to an employee when there is no vacancy at the appropriate level in the organizational unit where the employee is working. In such cases it must be determined that at the time the employee was hired in his or her current position, there was no intent that the grade level would be increased in the foreseeable future.

2. If there is more than one (1) employee in the organizational unit who would qualify for the higher graded position, competition will be confined to the organizational unit where the work is assigned.

G. Conversion of a temporary promotion to a permanent promotion, provided:

1. The temporary promotion was originally made under competitive procedures;

2. The normal minimum area of consideration for the position was used to recruit candidates; and

3. The fact that the position might lead to a permanent promotion was made known to potential candidates.

H. Temporary promotions for 120 days or less made pursuant to Article 14.

I. Reassignments made pursuant to Article 15.

SECTION 3

The Parties agree that the goal is to fill all position vacancies with the best qualified candidates available, taking into consideration the EMPLOYER's long-term needs and affirmative employment obligations. The Parties further agree that the EMPLOYER has the right, at its discretion, to fill vacant positions by recruiting eligible candidates through the announcement of such vacancies within the FDIC and by concurrently recruiting from any other appropriate recruiting source by any appropriate means, e.g., OPM competitive examining referrals, reassignments, reinstatements, advertisements. When a position is posted to be open to applicants from outside the bargaining unit, bargaining unit employees will be given the opportunity to apply for the vacant position and will be given simultaneous consideration with “outside” applicants.

SECTION 4

A. Announcements for bargaining unit positions will be available on the Office of Personnel Management (OPM) USA Jobs website. All employees will be

provided access to such systems at their regular work sites. Employees will be permitted to prepare and submit applications for FDIC positions during normal duty hours, without charge to leave.

B. All vacancy announcements for bargaining unit positions will be open for a minimum of ten (10) workdays.

C. At a minimum the vacancy announcement will contain:

1. announcement number;

2. opening and closing dates for acceptance of applications;

3. position title, series, grade, organization and location of the position;

4. promotion potential, if any;

5. area of consideration;

6. a brief description of the duties and responsibilities;

7. qualifications required including selective placement factors, if applicable;

8. knowledge, skills, and abilities;

9. procedures for applying;

10. number of positions expected to be filled;

11. evaluation methods to be used; and

12. special job requirements such as travel or mobility.

SECTION 5

A. Any candidate who wishes to be considered for a vacancy announcement, must apply as follows:

1. Submit an on-line application through the OPM USA Jobs web-site;

2. Respond to the basic application and vacancy assessment questions;

3. Submit a resume that includes his or her name, address, and telephone number(s), job-related qualifications, work experience, education, and evidence of specialized knowledge, skills and abilities to support the claimed experience and answers to the assessment questions; the

resume should contain dates positions were held to demonstrate length of experience;

4. State duty location(s), schedule and work preferences, and availability for temporary employment and/or positions requiring travel or mobility; and

5. Submit a copy of his or her most recent performance evaluation, which must be faxed in accordance with the instructions in the vacancy announcement or attached as a document as part of the applicant's resume from their USA Jobs profile. Employees are permitted to submit this document using FDIC equipment and phone lines.

SECTION 6

A. The EMPLOYER agrees that selective placement factors will only be used when they are essential to the successful performance of the position. In such cases, they will constitute a part of the minimum requirements of the position. Selective placement factors will be made clear to applicants in the vacancy announcement. They will also be available to the UNION upon request.

B. Applicants meeting the minimum qualification requirements of the position and any selective placement factors will be considered for the vacancy provided they have met the other conditions of this Article. If any employee does not meet the minimum eligibility requirements, including the submission of an incomplete application, the EMPLOYER will inform the employee prior to the issuance of the Certificate of Eligibles (commonly referred to as a Roster, and sometimes referred to as a Referral List), and provide five (5) workdays notification for the employee to submit additional documentation. An incomplete application normally means that the employee did not submit all of the required supporting documentation, such as a performance appraisal.

SECTION 7

A. Eligible applicants considered for promotion will be evaluated against the ranking criteria established for the position which will include performance appraisals, experience, education, awards and training. To the extent possible, the questions will be described in terms of observable, objective and measurable criteria. The applicants' responses to questions will be expected to determine their potential to perform in the vacant position.

B. When ranking candidates for vacancies at multiple grades, each candidate will be ranked separately by each grade for which the candidate applied.

C. In those cases where the EMPLOYER finds that the nature of the job requires more direct involvement of subject matter experts (SMEs) in rating the applicants, one or more SMEs will be utilized to help to evaluate the candidates.

D. Responses by candidates to the questionnaire may be verified with information contained in the applicant's resume and the applicant's submitted documentation by one or more subject matter experts (SMEs).

E. The assessment of each candidate by SMEs will be based solely on the documentation before the SMEs and not on the personal knowledge or opinion of the SMEs.

F. The EMPLOYER has determined that the SMEs must be of the same or higher grade than the position to be filled.

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SECTION 8

A. The top ranked candidates will be referred to the selecting official. The number referred will be as follows:

1. Seven (7) unless there is a tie at the lowest of the group, in which case all tied candidates will be referred.

2. Seven (7) for the first vacancy and one (1) additional person for each additional vacancy.

3. If there are declinations from among referred candidates, a corresponding number of additional names may be added to ensure that the selecting official has an adequate number of candidates to consider.

B. The names of the best qualified candidates will be sent to the selecting official in alphabetical order. The application materials of the referred candidates will be attached to the Roster of Eligibles.

C. Applicants who do not make the Certificate of Eligibles will not be referred. Applicants can check the status of their applications at any time by logging into their profile on the USA Jobs web-site.

SECTION 9

An employee selected for a promotion will normally be released from his or her present position at the end of the pay period closest to fifteen (15) calendar days after the acceptance of the position.

SECTION 10

A. Upon request, employees identified by the EMPLOYER as ineligible for a vacancy may receive career guidance from the EMPLOYER. This guidance will include, if applicable, a description of the minimum qualification requirements for the positions which the employee desires and some suggestions as to other positions in the FDIC which the employee's background might be qualifying. Employees may avail themselves of this guidance through the FDIC career management program resources.

B. Upon request, each employee will be provided the following information regarding his or her application for a position announced under this Article if he or she has applied in a timely manner:

1. Whether or not his or her application was received;

2. Whether he or she met the minimum qualifications for the position, including selective placement factors;

3. Whether he or she was referred to the selecting official;

4. If he or she was selected for the position; and

5. Who was selected for the position.

C. In the processing of a grievance related to actions taken under the terms of this Article, the grievant or his or her steward will, upon request, be furnished the relevant and necessary evaluative material used by the HR Specialists and/or SMEs in assessing the qualifications of the eligible candidates in regard to a grieved promotion action. Nothing in this Article or Agreement will be interpreted in any way to limit or modify the UNION's right to information under 5 U.S.C. 7114(b)(4).

D. Subject to applicable law and regulation, and absent pending litigation, the EMPLOYER will maintain a file on each merit promotion action for a period of two (2) years.

SECTION 11

An employee who is the subject of an investigation for misconduct will not be denied or have a promotion delayed unless it is necessary to protect the interests of the EMPLOYER.

SECTION 12

An employee's accumulation or balance of annual or sick leave may not be considered by ranking officials and/or selection officials as a basis for selection or non-selection. However, this does not preclude the consideration of leave balances if there is abuse of leave or resultant effect on the employee's dependability or work performance.

SECTION 13

A. Employees are entitled to retroactive pay in connection with improper personnel actions in accordance with laws and regulations.

B. If, as a result of a grievance being filed under this Agreement, either the EMPLOYER agrees or an arbitrator decides that an employee was not awarded proper consideration in a previous competitive action, but retroactive promotion is not warranted, then corrective action will be taken in accordance with the following principles.

1. If the employee was erroneously omitted from the best qualified list, he or she will receive priority consideration for the next appropriate vacancy for which he or she is qualified. An appropriate vacancy is one which has the same promotion opportunities as the position for which the employee received improper consideration. Priority consideration involves, in addition to the above, the submission of the employee's name along with his or her application and performance appraisal alone on a certificate to the selecting official before the selecting official reviews the qualifications of all other competitive applicants.

2. If an employee was among the best qualified candidates and if the performance appraisal reviewed by the selecting official is subsequently increased as a result of a grievance having been filed, then the employee shall receive priority consideration for the next appropriate vacancy.

3. In the event that two (2) or more employees are entitled to priority consideration for the same vacancy, the name of all such employees shall be submitted on a Form FDIC 2130/14, "Certificate of Eligibles for Reconsideration or Re-promotion" to the selecting official in alphabetical order. The employee's application and performance appraisal will be included with the certificate.

4. However, if a priority consideration candidate is non-selected, the EMPLOYER will prepare a written narrative statement listing the reasons for non-selection. Employees will be informed in writing that the documented reasons are contained in the EMPLOYER'S merit promotion file and that a copy of this documentation will be given to the employee upon request.

C. An appropriate vacancy is one which the employee and the Employer agree is appropriate, as one which is in the same organizational location as the position denied, at the same grade and promotion potential as the position denied, and for which the employee is minimally qualified.

D. If no selection is made as a result of the priority consideration, employees subsequently named on the competitive promotion roster are given further consideration, but not priority consideration. This means that they are referred on a roster if they apply for the posting and are among the best qualified for the position.

SECTION 14

A. A career ladder position is one which has been filled at a grade level lower than the target (maximum) grade level for that position. The target level is identified in the position description and in the vacancy announcement.

B. All employees in career ladder positions (as identified and documented in Section 14(A) of this Article) will be promoted the first pay period after having met the minimum qualification requirements for promotion to the next grade in the career ladder when they have:

1. Demonstrated the ability to perform at the higher grade, including the successful completion of any FDIC required testing procedure, and

2. There is enough work at the next higher grade to be performed.

C. If the EMPLOYER decides to delay or deny a career ladder promotion, absent unusual circumstances, a notice of the delay or denial will be sent to the employee not later than thirty (30) days prior to the date the promotion is supposed to take place.

**Note, however, that promotions for Financial Institution Specialists to the grades 9 and 11, as well as promotions to grade 11 for Mid-Career Examiners who enter at the grade level 9 and promotions to grade 12 for Mid-Career Examiners who enter at grade 11, are expected to require additional time (beyond the normal one year experience requirement) to meet the established benchmark and/or commissioning requirements that must be met prior to promotion. Therefore, employees in these positions will receive notice of denial or delay under this provision when the promotion is not provided within the timeframes which have been established by the EMPLOYER and provided to the employee at or before hiring or selection for such a position.*

D. The written notice shall inform the employee of the reason for the decision to delay or denial of the career ladder promotion and that this decision will be re-evaluated not later than six (6) months after the date of the notice. The notice

will also inform the employee that the employee may request one interim review if the employee believes the reason for the delay or denial no longer exists.

SECTION 15

Upon completion of the selection process, a copy of the completed Selection Report shall be sent to the Chapter President. At a minimum, that report shall contain the following information:

A. Announcement number.

B. Date of report.

C. Number of vacancies expected to be filled and number of vacancies that were filled.

D. Number of candidates referred.

E. Selection action (i.e., a clear indication of which candidate(s) were selected).

F. Date of the selection action.

SECTION 16

A. To the extent required by 5 U.S.C. Section 7114(b)(4), upon filing a grievance over a promotion or other action taken under the terms of this Article, the steward filing the grievance will upon request be furnished the material generated and/or utilized in assessing the eligible applicants (bargaining unit and non-bargaining unit) subject to the following criteria:

1. The aforementioned material, which includes, among other things, vacancy announcements, managerial appraisals, records related experience, training and awards, applications, interview questions and notes, rating/ranking questions, answers provided to the questions and the total overall score for all questions, rosters, selection certificates and declinations, will be provided to the steward.

ARTICLE 14
DETAILS

SECTION 1

A. The Parties recognize that details are necessary to meet the staffing needs of the FDIC and to provide training, experience and career development opportunities for bargaining unit employees.

B. Details include any temporary assignment either to unclassified duties or established positions, including special assignments; career enhancement opportunities; assignments filling immediate or emergency staffing needs; or allocation of excess or surplus staff; or the assignment of an employee to perform in his or her position at a different office location. For DCP and RMS, assignments within a territory do not constitute a detail.

C. Details are for a specified period of time with the employee returning to his or her permanently assigned position at the conclusion of the detail, except as specified in Section 5G. of this Article. Details may not be unreasonably extended.

D. In the event that the EMPLOYER determines that it is necessary to assign employees away from their official station (or in the case of DCP and RMS examiners, away from their territory) to fulfill the EMPLOYER's mission, workload or staffing requirements, the provisions of this Article will be utilized. Employees whose primary duties are resolution related are covered by a separate agreement for assigning employees to closings.

E. All details of an expected duration of greater than thirty (30) calendar days shall be documented with an electronic form which is placed within the employee's official personnel file.

SECTION 2

A. The EMPLOYER agrees that a qualified employee who is detailed to a position of higher grade for more than two (2) pay periods will be temporarily promoted to that position and receive the rate of pay for the position to which he or she is temporarily promoted retroactively effective on the day the detail began.

B. It is agreed that when an employee is detailed to a higher graded position for two (2) pay periods or more, but is not eligible for a temporary promotion, the employee's performance at an acceptable level of competence in a higher graded position will be cause for recommending the issuing of a mission achievement award under this Section unless the employee has already received an award which would preclude it.

C. The Parties agree that details to higher graded positions and temporary promotions in excess of one hundred twenty (120) days within any twelve (12) month period will be accomplished using merit promotion procedures.

SECTION 3 – DCP and RMS Only

A. In staffing assignments within the Region, but outside of a territory, the EMPLOYER will seek volunteers from all qualified and available staff within the Region's territories, and as needed, from other territories outside the Region. In order to expedite the process, supervisors may use less formal methods such as e-mails or sign-up sheets, and they are encouraged to use oral communications (by phone or in-person) so that all qualified and available employees are informed about these assignments. If there are an insufficient number of qualified volunteers, a reasonable attempt will be made to make selections on a rotational basis by inverse seniority from among equally qualified employees.

B. For territories with multiple offices, the EMPLOYER will make a reasonable attempt to staff assignments based on the employee's official duty station. The EMPLOYER will seek, and to the extent possible will assign work to, volunteers from all available staff within the territory to facilitate the assignment of work outside of the official duty station.

C. The EMPLOYER agrees to contact each employee at least annually to ascertain his or her preference regarding the time period and duration of the Regional Office review assignment (30, 60, 90 or more days). For those who have served less than two such Regional Office assignments, a thirty (30) day time period will not be an option. These assignments shall be carried out on a rotational basis. Absent organizational needs barring it, the employee's preference as to the time period and duration will be honored. The Parties recognize that routine review assignments are consistent with the employees' position descriptions and usually do not warrant a temporary promotion to a higher graded position.

SECTION 4

A. 1. The EMPLOYER will solicit volunteers from qualified employees for all details that may last more than sixty calendar days within the bargaining unit (except for the temporary assignment of a field examiner under Section 3 of this Article). The scope and duration of the solicitation will be determined in accordance with the EMPLOYER's mission, staffing and workload requirements. The solicitation will normally occur by E mail to all qualified employees. Supervisors are encouraged to go beyond Division/Office boundaries in the solicitation for qualified volunteers for all details, taking into consideration budgetary constraints. The EMPLOYER will describe such details with as much specificity as possible including, where possible, the nature of the work involved, the anticipated geographic location and anticipated duration of the assignment.

2. Interdivisional details, i.e., details open outside of one Division or Office, will be announced on the OMWI Expression of Interest (EOI) Website.

B. Consistent with mission, staffing and workload requirements, the EMPLOYER agrees to consider the following when selecting employees for any detail assignment:

1. Experience and skill required;

2. The extent to which workload would be interrupted in the office from which the selectee may come; and

3. Developmental needs of the employee.

C. In applying these selection factors, the EMPLOYER agrees to assign employees to details in a fair and equitable manner, emphasizing maximum rotation among qualified employees. When application of these factors yields two or more candidates who are equally qualified, preference will be given to the employee who is most senior (FDIC/RTC/FHLBB/OTS* service).

D. If there are an insufficient number of qualified volunteers, selection shall be on a rotational basis by inverse seniority from among equally qualified employees.

SECTION 5

A. To the extent known by the EMPLOYER, employees will be given as much advance notice as practicable of any detail and at least ten (10) working days notice as to the specific location and expected duration of the assignment when outside of the employee's duty station and at least five (5) working days notice when within the employee's duty station. In those instances when the foregoing deadlines cannot be met, the EMPLOYER agrees to give as much advance notice as possible.

B. Employees serving on details will conform to the work schedule in effect in the office to which they are assigned.

C. Employees involuntarily selected for details may assert personal hardship either before or during the detail. Personal hardship requests shall be submitted in writing and shall not be unreasonably denied. Any denials of personal hardship requests shall be provided to the employee, with specific justifications for the denial, in writing. Such denials may be challenged under the Parties' negotiated grievance procedure.

D. To the extent an employee encounters such difficulty with the continuation of a detail, the EMPLOYER agrees to make a reasonable attempt to either discontinue or modify the detail as appropriate. Similarly, an employee who

experiences changed personal circumstances over the course of the year, may submit FDIC Form 2130/28, Detail Opportunity, subsequent to the annual solicitation.

E. In recognition of details, employees who perform meritoriously will be considered, upon completion of the assignment, for a special award for their contribution.

F. Upon written request, the EMPLOYER agrees to suspend any time frames regarding any representational matters (including grievances) pertinent to an employee serving on a detail to a bargaining unit position while such employee is assigned outside the Region.

G. At the conclusion of any detail the employees will be returned to their permanent position and work location with the exception listed hereafter. If a detail or temporary promotion across organizational lines is advertised (or is subsequently extended) for longer than one year, the employee will be advised that he/she will not be returned to his/her current permanent position but will be assigned to a like position (at the same grade, pay, status and duty station) in the organization where the temporary promotion is located. Such details will not be extended beyond the advertised time period without the employee's agreement.

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

I. The Regional office (or administrative office of the employee's division/office) shall, consistent with Article 12, (Performance Evaluation), maintain a record of each employee's time spent on details for consideration in preparing the annual rating of record.

J. The terms of this Section will be applied fairly and equitably.

*FHLBB service is defined as Federal service with the FHLBB for those employees who were reassigned to the FDIC/RTC from the FHLBB pursuant to FIRREA. OTS service is defined as Federal Service with the OTS for those employees who were transferred to the FDIC during 2011 pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act.

ARTICLE 15
REASSIGNMENTS

SECTION 1

This contract provision addresses the reassignment of permanent employees from one position to another (including reassignments to a different location) which does not involve a promotion. The term "reassignment," as used in this Article, includes other organizational changes by the Agency (e.g., realignment, restructuring, reorganization) which have more than a de minimis impact on the working conditions of unit employees. It is acknowledged by the Parties that reassignment of permanent employees sometimes becomes necessary due to staffing imbalances resulting from promotions, retirements, resignation of employees, or by changes within the banking environment. Reassignments will only be made for legitimate, business-related reasons and will not be made for punitive reasons.

SECTION 2

When it is determined that a need exists to reassign one or more employees, the EMPLOYER will utilize the following procedures:

A. Contact all employees in the organizational unit at the required grade level who may possess the knowledge, skills and abilities for the position(s) to be filled to determine which of those employees wish to be considered for voluntary reassignment to the designated position(s).

B. The EMPLOYER will compare the knowledge, skills and abilities of the volunteers against the following criteria:

   1. the grade(s) of the position(s) to be filled;

   2. the duties to be performed;

   3. the knowledge, skills and abilities required by the position; and

   4. the impact upon staffing, including balancing of experienced employees and employees undergoing career training.

C. In the event there are more volunteers than the EMPLOYER needs, and all the criteria listed in Section 2.B. above are essentially the same for each of the volunteers, seniority (most service with FDIC/RTC/FHLBB/OTS*) will be used for purposes of breaking ties.

D. If there are insufficient volunteers to meet the needs, the EMPLOYER will utilize an involuntary reassignment procedure as follows:

1. The same criteria as shown in Section 2.B. above will be used.

2. In the event the criteria of each of the employees is essentially the same, the least senior employee (least time with FDIC/RTC/FHLBB/OTS*) will be reassigned.

3. It is recognized that an employee targeted for an involuntary reassignment may take a voluntary downgrade to avoid such reassignment, if such a request can be accommodated by the EMPLOYER.

SECTION 3

In effecting the reassignment of one or more employees in connection with a reorganization, the EMPLOYER will utilize the following procedures to the extent applicable:

A. Performance Evaluations and Performance Management Recognition. Close-out performance evaluations of employees will be conducted in accordance with Article 12, (Performance Evaluation), Section 6.B. and the Performance Management Program Circular 2430.1.

In evaluating reassigned employees under any performance management or pay for performance program, the EMPLOYER will take into consideration the fact that an employee may have assumed new duties or responsibilities as a result of their reassignment.

B. Classification. The classification of any positions affected by the reassignments will be made in accordance with Article 43, (Position Classification), and the Position Management and Classification Program, Circular 2210.1.

C. Training. Training of reassigned employees will be conducted in accordance with Article 11, (Training), the Training and Development Policy Circular, and the PLA Program. The EMPLOYER will make available to reassigned employees such training deemed necessary by the EMPLOYER for the performance of any newly assigned duties.

D. Workplace Arrangements. Any changes to work schedules, telework, or reasonable accommodation will be made in accordance with law, rule, regulation, and this Agreement.

SECTION 4

In all cases of employee reassignments (except when solely for the convenience of the employee) employees will receive all appropriate provisions of the FDIC travel regulation. Absent extraordinary circumstances, an employee will be notified of a reassignment outside the of the duty station/commuting area at least sixty (60) days in advance of the reassignment; and at least thirty (30) days in advance for reassignments within the duty station/commuting area.

SECTION 5

An employee reassigned to a different position will be given a reasonable period of on-the-job acclimation, if appropriate, during which to become proficient in the new position.

It is agreed that an employee may request a transfer to the same or similar job in a different location, whether or not a vacancy or imbalance exists. The EMPLOYER agrees to contact the office where the employee wishes to transfer and advise the office of the employee's wish to transfer there. The employee will be notified as to the disposition of his or her request. The EMPLOYER agrees to simultaneously notify the UNION of any approved request.

SECTION 6

The Parties further agree that the EMPLOYER reserves the right, in certain situations, to effect either voluntary or involuntary reassignments of employees. In all instances where reassignments of this nature are involved, the EMPLOYER will consult with the appropriate UNION Chapters before any action is taken. Examples of such situations might include inadequate performance of an employee, serious personality conflicts which impact on the performance of employees, or serious health problems of the employee or his/her immediate family.

SECTION 7

The provisions of this Article shall not apply to any reassignment resulting from a major reorganization, realignment or restructuring of a Division and/or Office, that involves the relocation of employees outside the commuting area or the closing of an office and in which the impact of the reassignments is more than de minimis. In such cases, the EMPLOYER agrees to provide the UNION with advance notice and an opportunity to bargain in accordance with the requirements of Article 50, (Mid-Contract Negotiations).

*FHLBB service is defined as Federal service with the FHLBB for those employees who were reassigned to the FDIC/RTC from the FHLBB pursuant to FIRREA. OTS service is defined as Federal Service with the OTS for those employees who were transferred

to the FDIC during 2011 pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act.

ARTICLE 16
REDUCTION-IN-FORCE

SECTION 1

This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Reduction-in-Force Policy Circular 2100.4 as well as with law, rule and regulation. During the life of the Agreement, either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

SECTION 2

The EMPLOYER agrees to minimize the adverse effect of a staff reduction whenever feasible. Attrition will be utilized for this purpose, when possible. In the event of a reduction-in-force and/or transfer of function the EMPLOYER will notify the UNION and fulfill its obligation to bargain.

SECTION 3

A reduction-in-force (RIF) will be carried out in accordance with applicable laws, and Government-Wide Rules and Regulations. To the maximum extent feasible, the EMPLOYER agrees to give the UNION at least thirty (30) calendar days advance written notification prior to the issuance of the informational notice to employees. The information to be furnished to the UNION shall include:

A. the reason for the action to be taken;

B. the approximate number of employees who may be affected initially;

C. the types of positions anticipated to be affected initially; and

D. the anticipated effective date that action will be taken.

SECTION 4

The EMPLOYER will give employees at least ninety (90) calendar days informational notice prior to the effective date of a reduction in force. Sixty (60) calendar days specific notice will be given to employees in accordance with applicable regulations.

SECTION 5

The affected employee(s) may inspect regulations and records pertinent to his or her case.

ARTICLE 17
CONTRACTING OUT

SECTION 1

A. In contracting out its responsibilities in the management and disposition of assets from insured depository institutions, as conservator, receiver, or in its corporate capacity, the EMPLOYER shall utilize the services of private persons, including real estate and loan portfolio asset management, property management, auction marketing, and brokerage services, only if such services are available in the private sector and the EMPLOYER determines utilization of such services is the most practicable, efficient and cost effective.

B. In all other instances of contracting out, the EMPLOYER's contracting practices will conform to applicable law, rule and regulation as well as FDIC procurement policies.

SECTION 2

A. The EMPLOYER shall not contract out any current or future bargaining unit work (as defined by this Section), prior to the exhaustion of the notification/fact-finding/arbitration procedures (where applicable) contained in this Article, so long as the time limits set forth herein are strictly adhered to and the process described below is completed in the prescribed number of days. Neither party will intentionally withhold information, fail to cooperate or delay the proceedings in order to escape its obligations under this Article. This does not affect the EMPLOYER's right to make decisions concerning contracting out as prescribed in 5 U.S.C. Section 7106.

B. The notification/fact-finding/arbitration procedures contained in this Article apply to the contracting out of bargaining unit work. For purposes of these procedures, bargaining unit work is defined as:

1. work currently being performed in-house by bargaining unit employees, or,

2. work not currently performed in-house by bargaining unit employees but, at the time the contract is to be solicited and/or executed, the EMPLOYER has determined and has notified the NTEU that it has excess employees in positions that require the same or similar knowledge, skills and abilities as are required to perform the activities planned for contracting.

C. The following activities do not constitute bargaining unit work subject to the notification/fact finding/arbitration procedures:

1. Any services obtained on behalf of Advisory Committees pursuant to the Federal Advisory Committee Act (5 U.S.C. App. §1 et. seq.), as amended, or through interagency agreements where the work is being performed by employees of another federal agency.

2. Third party reviews, where the objectivity provided by the outside party is essential (e.g., appraisals, environmental studies).

3. Services required on an emergency or quick response basis for which sufficient in-house resources are not available.

4. Services of a short-term, limited duration, one-time or intermittent nature.

5. Activities that would be cost prohibitive to perform in-house because they require capital investment or highly specialized skills not readily available to the Corporation.

D. These procedures do not apply to the EMPLOYER's existing practices for contracting for Legal Services. However, the UNION reserves its right to negotiate to the fullest extent permitted by law, should the EMPLOYER seek to change its existing practices and procedures concerning contracting for Legal Services.

SECTION 3

A. The EMPLOYER shall notify the UNION of any proposed contracting out of bargaining unit work, as defined in this Article, prior to making a final decision regarding the contracting activity. The EMPLOYER will simultaneously provide the UNION with a copy of the draft statement of work (SOW). The UNION will have seven (7) calendar days to provide written or oral comments concerning the SOW. Absent exigent circumstances, the EMPLOYER will not issue its request for proposals (RFP) until the expiration of the seven (7) calendar day period.

B. The EMPLOYER shall provide the UNION with copies of the RFP within ten (10) calendar days of its issuance.

C. The EMPLOYER shall provide the UNION with any documents used in the determination of the cost of performing the work (as identified in the SOW) in-house, within seven (7) calendar days of the completion of this determination, but in no event later than the time established under D, below.

D. No later than seven (7) calendar days after completion of the bidding process and determination of a proposed contract award by the EMPLOYER, the EMPLOYER shall provide the UNION with information necessary to determine whether the proposed contracting out is the most practicable, efficient and cost

effective. This information, to the extent not previously provided, will include, but not be limited to:

1. Copies of the winning bid;

2. A full cost analysis of the winning bid,

3. Costing data and analyses used by the EMPLOYER in determining that utilization of such services is the most practicable, efficient and cost effective; including a determination of the cost of performing the work (as identified in the SOW) in-house, if not previously provided; and

4. Copies of contracts prior to signing.

The UNION may also submit a request for additional information related to the contracting out action. However, such request will not toll the operation of any time limits in this Article or require the EMPLOYER to unduly delay a contracting action.

E. The UNION may submit written or oral comments concerning the cost determination/cost analysis data within ten (10) calendar days from the date it receives this data under C. or D. above.

F. The UNION agrees to restrict disclosure of any of the information provided above to persons involved in the fact-finding process and to execute such confidentiality agreements as may be required under the Corporation's acquisition procedures.

SECTION 4

A. The EMPLOYER will stay the signing of the contract if, within fifteen (15) calendar days after its receipt of the information provided under in Section 3.D. above, the UNION requests, in writing, that the matter be forwarded to fact-finding procedures.

B. The Parties agree to appoint a panel of permanent fact-finders who shall have the sole authority to address matters as provided for under this Article. The role of the fact-finder shall be to assess compliance with the above referenced provisions of this Agreement. The Parties agree to select three (3) permanent fact-finders and refer any outstanding disputes to the first available fact-finder.

C. The Parties shall make a good faith effort to conduct a fact-finding session within ten (10) calendar days of receipt of the UNION's request. This session will not exceed one (1) day in length, unless the Parties mutually agree to more sessions. Copies of any and all information provided to the fact-finder, at any time during the fact-finding procedure, shall be provided to the other party. If the

fact-finder is unable to induce agreement, he or she shall issue a bench decision with a recommended award upon the conclusion of the fact-finding session which shall be confirmed in writing within forty-eight (48) hours.

SECTION 5

The Parties shall have ten (10) calendar days from receipt of the written decision to attempt to negotiate an agreement based on the fact-finder's recommendation. At the end of ten (10) calendar days, absent mutual agreement, the recommended award concerning contracting out under Section 1.A. of this Article shall become a final and binding arbitration award. A fact-finder's decision concerning contracting out under Section 1.B. of this Article shall remain a recommended decision only.

SECTION 6

Nothing in this Article shall prevent the UNION from exercising its right to bargain over any and all negotiable issues related to any contracting out decision, to the maximum extent allowable by law.

ARTICLE 18
REWARDS AND RECOGNITION

SECTION 1

A. This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Rewards and Recognition Program Circular 2420.1 as well as with law, rule and regulation. During the life of the Agreement, either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

B. The EMPLOYER will grant incentive awards in a fair and objective manner in accordance with this Agreement and applicable rules and regulations.

SECTION 2

The EMPLOYER will continue its policy of publishing notices of awards in a manner consistent with Circular 2420.1. The EMPLOYER is responsible for reviewing the performance of employees and for identifying employees who have made a special contribution and considering them for awards.

ARTICLE 19
WORK SCHEDULES

SECTION 1

A. This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Alternative Work Schedule Program Circular 2310.1, as well as with law, rule and regulations. During the life of the Agreement, either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

B. It is the FDIC's policy to encourage flexibility through the use of the AWS Program and provisions allowed within FDIC Hours and Tours of Duty, where such work schedule arrangements will enhance productivity and morale by providing greater options for both managers and employees. Impasses arising from the EMPLOYER's determinations not to establish or to terminate compressed work schedules shall be handled in accordance with 5 CFR Chapter XIV, Part 2472.

C. An employee may be denied initial participation in an Alternate Work Schedule (AWS), or an employee's AWS may be terminated, due to a significant decrease in performance and/or failure to follow time and attendance rules or otherwise abusing official leave policies if there is a written record of the problem. However, the EMPLOYER shall stay the termination of AWS in these cases pending the outcome of any grievance arbitration related to the termination of the AWS.

In recognition of the above, the following definitions and procedures shall apply.

SECTION 2

Definitions:

A. **Alternative Work Schedules ("AWS").** An arranged tour of duty that varies from regular duty hours. There are two types of alternative work schedules: flexible work schedules and compressed work schedules.

B. **Basic work requirement.** The number of hours (except for overtime hours) an employee is required to work or account for leave.

C. **Compressed Work Schedules ("CWS").** A scheduled tour of duty in which, in the case of a full-time employee, an 80 hour biweekly basic work requirement is satisfied in less than 10 workdays, and, in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours is satisfied in less than 10 workdays.

D. **Flexible Work Schedule ("Maxiflex" or "Flexitour").** A scheduled tour of duty which includes designated hours and days during which an employee on such a schedule must be present for work ("core hours") and designated hours during which an employee on such a schedule may elect the time of arrival at and departure from work (flexible hours). Under a "Flexitour" schedule, the employee must identify a work schedule with fixed starting and departure times for each work day, which may be different times on different days. Under a "Maxiflex" schedule, the employee must similarly identify starting and departure times for each day, but may vary his or her actual starting time up to 1/2 hour before or after the identified starting time, so long as the employee is present during core hours.

E. **Maxiflex or Flexitour with credit hours** is a work schedule that allows an employee to elect to work hours, subject to managerial approval, in excess of his or her basic work requirement so as to vary the length of a workday or workweek.

F. **Lunch period.** A period of thirty (30), forty-five (45) or sixty (60) minutes that employees may take in connection with their designated work schedule, normally not less than three (3) hours nor more than six (6) hours after the beginning of the work day.

G. **Core Hours.** The hours of each workday during which an employee must normally be on duty. These are between the hours of 9:30 a.m. and 2:30 p.m. Employees who select a 2:30 departure time which is approved by the employee's supervisor may be required to change their departure time on any particular workday if necessary to meet mission, staffing or workload requirements (e.g., a meeting involving employees in different time zones, the need for coverage in a work unit to extend later into the day).

SECTION 3

A. Employees may work either a compressed work schedule (CWS), flexitour, maxiflex, maxiflex with credit hours or flexitour with credit hours schedule, as described in Sections 4 and 5 below.

B. Each employee may select a work schedule with starting times between 6:00 a.m. and 9:30 a.m., which may include different starting times on different days. Work schedules will be determined in advance, and will be approved absent interference with mission, staffing or workload requirements. An employee's written request to change his or her work schedule and scheduled starting time

will be granted by the supervisor absent interference with mission, staffing or workload requirements, which may include consideration of whether the employee is working at an FDIC office, at an alternative telework worksite, or at a financial institution on an examination.

C. At the request of the employee and at least one (1) day in advance, a supervisor may approve, on an exception only basis, an adjusted arrival/departure time for a given workday or workdays, in accordance with the limitations specified in Section 3 B. above.

SECTION 4 – Compressed Work Schedules

A. Subject to applicable statutes and supervisory approval, employees may elect to work under "5/4-9" or "4/10" models of CWS. Under the 5/4-9 program, employees are scheduled to work 9 hours per day for 8 days and 8 hours for 1 day (excluding the lunch period), with 1 day off every pay period. Under the 4/10 program, eligible employees are scheduled to work for ten (10) hours per day for four (4) days each week, with one (1) day off every week. The EMPLOYER may, for business reasons, exclude certain positions from participating in the 4/10 program.

B. Within the EMPLOYER's mission, staffing and workload requirements, the employee shall be allowed to select the day off and/or 8-hour day (for a 5/4-9 schedule) he or she wishes to have.

C. The EMPLOYER may occasionally require an employee to deviate from a fixed work schedule because of a particular work assignment or a particular assignment at a financial institution.

D. Employees may work no later than 6:00 p.m. under a 5/4-9 schedule or 7:00 p.m. under a 4/10 schedule.

E. The EMPLOYER may reschedule an off-day because of mission, staffing or workload requirements, or based on an employee's request when consistent with mission, staffing and workload requirements. Except in the case of unforeseen contingencies, an employee will not be expected to forego a scheduled day off.

If the employee must forego such day off, he or she will be compensated under the provisions of Article 28, (Other Leave Provisions), or Article 29, (Overtime and Compensatory Time), of this Agreement as appropriate.

F. Employees on a 5/4-9 or 4/10 CWS are entitled to basic pay for the number of hours of the CWS that fall on a holiday.

1. When a legal holiday falls on a scheduled workday, the employee will be excused with pay and without charge to leave for the number of hours scheduled to be worked that day.

2. When a legal holiday falls on a scheduled day off, a full-time employee is entitled to an in-lieu of holiday. An in-lieu of holiday is the same as a legal public holiday for pay and leave purposes. The number of hours of paid holiday leave granted on an in-lieu of holiday is the number of hours the employee would otherwise have worked that day.

3. The in-lieu of holiday for a full-time employee is determined as follows:

   a. When the holiday is on a Sunday, the next workday is the in-lieu of holiday. Holidays that can occur on a Sunday are "date certain," i.e., January 1, New Year's Day; July 4, Independence Day; November 11, Veterans Day; and December 25, Christmas.

   b. When a holiday is not on a Sunday, the preceding workday is the in-lieu of holiday.

4. A part-time employee is not entitled to an in-lieu of holiday if the holiday falls on a nonworkday.

G. The scheduled 8-hour day shall fall on the same day each pay period.

H. Overtime and compensatory time in-lieu of overtime can only be earned for work in excess of those hours which constitute the basic work requirement of the 5/4/9 or 4/10 CWS.

I. Overtime for working on a scheduled day off must be approved in advance by the EMPLOYER.

J. A change in the scheduled hours of work may be requested and will be approved by the EMPLOYER with notification of such change submitted with the Biweekly Time and Attendance Report.

K. Employees shall maintain their CWS when engaged in activity outside their regular duty station for less than three (3) days.

<u>SECTION 5</u> – Maxiflex or Flexitour with Credit Hours Schedule

A. Credit Hours are those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workday or workweek.

B. An employee may not “save” work that could otherwise be completed during the regular tour of duty in order to earn credit hours. Employees may be required to report work accomplished while earning credit hours.

C. An employee will receive approval in advance to earn or accrue credit hours if there is work available for the employee that can be performed at the requested time. When an employee works in excess of his or her basic work requirement without advanced approval, he or she may subsequently request supervisory approval for credit hours covering the excess time worked. The employee must make a reasonable attempt to get advanced supervisory approval. A supervisor will approve or deny the request in accordance with this article.

D. Credit hours earned may be used at the election of the employee to vary the length of a workday or workweek. The EMPLOYER has determined that managers will approve the use of credit hours as they would approve the use of annual leave, i.e. absent an adverse impact on the EMPLOYER’s workload, staffing or mission requirements.

E. An employee may use credit hours to create a 5/4-9 or 4/10 flexitour schedule, if eligible and subject to supervisory approval (i.e., subject to the contractual standards on approval of earning and using credit hours).

F. Employees working flexitour work or maxiflex schedules may select starting and stopping times within established flexible time bands but must be present during the hours and days of the administrative work week designated as "core-time". Starting and stopping times must be selected in advance by employees on flexitour schedules; employees on maxiflex schedules will identify starting and stopping times, but may vary their arrival and departure times in accordance with Section 2 D. above. In certain functions, it may be necessary to pre-identify the number of employees who can select specific arrival and/or departure times.

G. The workday for those earning credit hours may begin as early as 6:00 a.m. and end as late as 7:00 p.m.

H. Normally, an employee may work no more than two (2) credit hours per workday, unless an exception is approved. The appropriate management official should consider the nature of the assignment as well as the effect of extended hours on the health and well-being of the employee in determining whether to approve the employee’s request to work additional credit hours.

I. An employee may request to earn credit hours in 15-minute increments. An employee may request to use credit hours in 15-minute increments, subject to an initial 30 minute minimum, and in 15-minute increments thereafter.

J. A maximum of twenty-four (24) credit hours may be carried forward from pay period to pay period, for full-time employees. A part-time employee may carry

forward a maximum of one fourth (1/4) the hours in such employee's basic work requirement.

K. In cases where an employee has worked approved credit hours before his or her normal tour of duty and has subsequently been released on administrative leave due to office closing during that day, the hours will be preserved.

SECTION 6

An employee may not skip his or her lunch or rest breaks in order to shorten the day or lengthen the lunch period.

SECTION 7

Overtime and compensatory time shall be computed in accordance with 5 U.S.C. Section 6123, a provision of the Federal Employees Flexible and Compressed Work Schedules Act of 1982. For employees covered by the Fair Labor Standards Act, overtime shall be paid in accordance with the FLSA.

SECTION 8

A. When an employee on a 5/4-9 or 4/10 schedule is on short-term training, travel, or any other activity outside their official duty station, the responsible management official should consider the factors surrounding the event in determining whether the employee should remain on the compressed work schedule or be placed on a regular (8-hour day) work schedule during the entire pay period encompassing the event.

B. When an employee working a 5/4-9 or 4/10 is scheduled for training, a conference or work away from their official duty station for five (5) or more days in a pay period, the employee will be required to come off their CWS and convert to a regular (8-hour day) forty (40) hour work schedule. Travel time is not included in the five (5)–day count.

C. Removal from a CWS under these circumstances does not eliminate an employee's option to earn compensatory time or overtime, provided it is warranted based on mission and approval of the supervisor.

ARTICLE 20
TELEWORK

SECTION 1

This Article establishes policies and procedures on the Telework Program. The terms telework, flexiplace and telecommuting are synonymous and include working at home or in other approved work sites. This Program allows for participation based on the specific nature and content of the work to be performed rather than on position, grade, or work schedule. The provisions of this Program apply to all FDIC employees other than those:

- on leave restriction;
- on a Performance Improvement Plan;
- currently under a proposed disciplinary/adverse action;
- receiving disciplinary/adverse action at any time within 12 months prior to the desired program participation date;
- for whom an overall summary job standards rating falls below the accomplished practitioner level, i.e., below 2.5, or the overall summary behavior standards rating falls below appropriate, i.e., 2 or more below target;
- in a probationary/trial period status; or
- Financial Institution Specialists during the first 12 months of their initial appointment.

Probationary/trial employees (including FISs) may request telework during the first twelve months of their initial appointment under limited circumstances, e.g., inclement weather, emergency situations, holiday season.

It is the policy of the Corporation to encourage the use of the Telework Program for those projects/duties that are well suited for completion at an alternative work site. This Program is offered for the convenience of the employee and as a means for supporting the Corporation's goal of enhanced employee flexibility and improved work/life balance, provided that the efficiency of the Corporation and its mission are not adversely impacted.

The employee's official duty station will not change as a result of participation in the telework program.

SECTION 2 – Program Guidelines

A. The nature of the work to be performed must be suitable for a work-at-home or alternative work site setting and normal workflow requirements are not disrupted.

B. Appropriate work includes work that is results oriented or quantifiable.

C. Materials and information necessary to perform the duties of the position must be capable of being moved to and from the office with data and systems security requirements, including data sensitivity and Privacy Act concerns (FDIC Circular 1031.1 Administration of the Privacy Act), being adequately addressed.

D. Work activities must be portable and not dependent on the employee being at the traditional worksite. Interaction with co-workers, subordinates, superiors and customers must be able to be performed electronically or by telephone without adversely affecting customer service or productivity.

Examples of appropriate work include, but are not limited to:

- briefing/report/document preparation and review;
- data compilation;
- conference planning;
- analysis (research, program; policy; and financial analysis); or knowledge related work (as long as the necessary information or results can be provided to the supervisor's satisfaction);
- research;
- preparation/studying for professional courses/exams;
- computer-oriented tasks; data entry; word processing, and reading, reviewing, or responding or filing of emails and other electronics records.

Examples of work that may not be appropriate include, but are not limited to:

- group/team work that can only be conducted at a designated work site;
- work that requires face to face contact (with other employees, customers, etc.); and
- location-specific work (e.g. mail distribution, warehouse work, building maintenance, etc.).

E. Telework is subject to approval by management and is not an employee entitlement.

F. Managers will be responsible for maintaining appropriate office coverage and can alter telework agreements if needed to ensure this coverage.

G. Participation/Approval: Participation by eligible employees is voluntary. Employee participation requires supervisor approval. Supervisors must maintain a current Supervisor/Employee Telework Agreement for all employees wishing to participate in the Program. This agreement provides needed contact information and outlines rights, responsibilities and general program provisions. This document does not need to be resubmitted for approval, but must be current and updated by 31 January of every calendar year. (Appendix D). This form may be submitted in electronic format, when available.

Requests for recurring and regularly scheduled telework should be submitted in writing (hard copy or email) and include a description of the work to be performed, days of the week or periods within a work cycle that teleworking would occur, and estimates of time needed. Requests for regularly scheduled and recurring telework should be submitted at least 10 workdays prior to the desired start date.

An employee's telework request, either for work that is short, one-time in nature or for work that is recurring on a periodic basis or performed on a regular schedule, can be approved provided that the work to be accomplished can be performed as well off-site as on-site and does not impede accomplishment of mission objectives.

Once management has approved a telework request, it is not necessary to submit repeat requests for regularly scheduled or recurring telework. However, if the employee has been approved for telework that is not on a regular schedule, the employee must provide the supervisor reasonable advance notice, generally at least one day prior to the desired start date. Under extenuating circumstances, approval may be granted on shorter notice. All requests should include a description of the work to be accomplished and an estimate of time needed. Requests can be submitted in hard copy or via email. Upon request, managers and supervisors will provide an employee with a written explanation of the reason(s) for denying any teleworking request.

H. A manager/supervisor has the right to direct teleworking employees to report to the official duty station when necessary to meet mission, staffing and workload requirements (e.g., meetings in the field office). The employee will be provided as much advance notice as possible, normally not less than twenty-four (24) hours.

I. An employee may be terminated from participation in the Telework Program for causes such as:

- failure to adhere to provisions of the Agreement;
- failure to accurately request and report leave time;
- decline in performance, including failure to deliver agreed upon work products;
- misconduct in connection with the employee's obligations under the Telework Program;
- failure to report to the official duty station when requested to do so; and
- failure to complete an update of the Supervisor/Employee Telework Agreement or the Home Safety Self Inspection Checklist (due by 31 January of every calendar year regardless of when last accomplished).

Managers/supervisors will provide written notification with the reasons for termination to any employees removed from the program.

J. While supporting an employee's need for flexibility, the Program is not a substitute for personal leave or dependent care. Family and personal responsibilities must not interfere with work time at home.

SECTION 3 – General Provisions

A. Employees must adhere to FDIC policies regarding work schedules and hours of work (Circular 2310.1, Alternative Work Schedule Program and Hours and Tours of Duty; and 2310.4, FDIC Part Time Employment Program). Teleworking employees are expected to work the same hours as established in their agreed upon tour of duty. Credit hours, overtime, or compensatory time must be approved in accordance with applicable procedures. Employees will not receive premium pay for work beyond their hours of duty unless they have obtained advance written approval.

B. Existing pay and leave administration rules apply while employees are teleworking (FDIC Circular 2300.3, Corporation Leave Policy).

C. Employees must submit their time and attendance in accordance with existing policy (FDIC Circular 2300.5, Time and Attendance Reporting) making certain to appropriately code hours of telework. Supervisors will certify time and attendance for hours worked at the employee's alternative work site and review

work products in order to ensure an acceptable level of output while the employee is working at home.

D. All pay and travel entitlements are based on the employee's official duty location, not the telework site. Participation in this Program will not result in a change in official duty station.

E. The basic principles governing administrative leave for early dismissals and closings are applicable (FDIC Circular 2300.3, Chapter 12).

- An employee scheduled to telework or already teleworking must continue to telework the entire day when there is an operating status announcement for a delayed arrival, early departure, or closure. However, if the closure falls on a day other than the employee's regularly scheduled telework day, the employee is not required to telework, unless the supervisor directs the employee to telework to support the mission and/or maintain agency functions. The work performed during an emergency must be in support of the FDIC's mission and help maintain essential agency functions; these do not typically mean routine work assignments.

- Employees participating in the Home-Based Option under Section 6 of this Article will only be required to telework in the event of an office closure, delayed arrival or early dismissal if they were scheduled to telework that day; if scheduled to work in an institution or at the office on the day of the closure, delayed arrival or early dismissal, the employee will be granted administrative leave, and will not be required to telework.

- An employee who elects the unscheduled telework option is expected to telework the entire day, even if a delayed arrival, early departure, or subsequent closure is announced.

- If a teleworking employee chooses to not work after an announced departure or closure, he or she must request leave (i.e., annual leave, earned compensatory time or credit hours). However, if the employee is unable to work due to circumstances beyond his or her control (e.g., a power failure), then administrative leave should be granted.

- Employees who are on pre-approved leave on a day that the office is closed will not be charged leave for that day and will be entitled to administrative leave. However, employees on continuing leave without pay or other non-pay status are not entitled to administrative leave.

- Early dismissal announcements for holidays apply to all employees, including those who are teleworking.

F. Employees working at an alternative work site are generally covered under the Federal Employees' Compensation Act for any injuries sustained while performing official duties. In the event an employee suffers an injury while working at home, he or she must notify the supervisor as soon as possible, but no later than 30 calendar days from the date of the injury. A supervisor's signature on such a claim for workers' compensation attests only to what the supervisor can reasonably identify and verify.

G. Employees participating in the Telework Program are expected to be available to supervisors, coworkers, and other contacts by telephone, email, voice mail or other communication during their scheduled duty day as directed by their supervisor.

SECTION 4 – Space and Equipment

A. Employees already provided with laptops may use them for teleworking purposes. For other employees, laptops will be made available by loan. The EMPLOYER will make an adequate number of laptops available to be loaned to participating employees for a limited time in accordance with Circular 1380.3. The Parties agree to review the usage of these laptops to determine if the pool is sufficient. FDIC will service and maintain FDIC-owned equipment. Reimbursement for other equipment used for telework is governed by the provisions of this Article.

B. Employees may be authorized FDIC calling cards for work-related long distance phone charges. Telephone Calling Card usage will be in accordance with Circular 3100.2, "Use of Voice Telecommunications Services." Employees who are working from home and have a business need to contact a Regional/Washington Office, should utilize the FDIC employee 800 number when calling from outside the local calling area. Employees who fail to use these provided services will not be reimbursed.

C. Employees must comply with all security measures as outlined in established policies and directives. All FDIC records and data should be protected against unauthorized disclosure, access, mutilation, obliteration and destruction.

D. Employees who are permitted to use their own computers while teleworking must utilize a current virus scanning software application on their home computers or the virus scanning software available on DIT's security website. The employee is responsible for maintenance and repair of any personally owned equipment.

During work hours or when using FDIC systems, employees must adhere.to the following FDIC policies: 1300.4 "Acceptable Use Policy for Information· Technology Resources" and 1360.9 "Protecting Sensitive Information."

All employees wishing to participate in the program must submit a Home Self-Certification Safety Checklist. This form must be maintained along with the Supervisor/Employee Telework Agreement. It must remain current and should be updated by January 31st of each calendar year (Appendix E). This form must be submitted in electronic format through the Corporate Human Resources Information System.

SECTION 5 – Responsibilities

A. Employees are responsible for submitting completed copies of both the Supervisor/Employee Telework Agreement and the Home Self-Certification Safety Checklist. Employees must update these documents annually or as otherwise required.

B. Teleworking employees must be available at a specified place and telephone number during the established work schedule. Employees shall comply with supervisor direction regarding other contact requirements such as changes to voice mail messages, number of times a day required to check voice mail, email contact, etc.

C. An employee must have a workspace designated for their telework duties that is free from interruptions and provides the necessary level of security and protection of Corporation property. Home offices must be clean and free from obstructions, unsafe conditions or hazardous materials, and must be in compliance with applicable building codes. The employee's workspace is subject to inspection by appointment.

D. The employee is responsible for all operating costs associated with the use of a home or other location as an alternate work site. The employee is responsible for maintenance and repair of any personally owned equipment.

E. In accordance with established Corporation policy, employees may be held liable for any loss, theft or damage to FDIC property while in the employee's possession.

F. Teleworking employees are to utilize required security protections and follow FDIC policies as they pertain to the protection of information and information system resources and shall identify any Sensitive Information (as defined in FDIC Circular 1360.9, Protecting Sensitive Information) and the sources that may be used during telework.

G. Employees may, upon supervisory approval, take from the worksite only as much hard copy or electronic format FDIC Sensitive Information (as defined in FDIC Circular 1360.9, Protecting Sensitive Information, 5.d.) in the performance of telework duties, or as necessary for the expected teleworking time, as long as appropriate administrative, technical, and physical safeguards are taken to

ensure the security of the information. At no time shall an employee have at home/alternative work site permanent records. NOTE: These restrictions on the removal of records may be suspended in an emergency situation when records are needed for continuity of operations.

H. Employees are responsible for immediately notifying the DIT Helpdesk (1-877-FDIC 999) regarding lost or stolen Sensitive Information in compliance with FDIC Circular 1360.9, Protecting Sensitive Information, 7a (2) and 7e (4). Employees shall provide follow-up notification to their supervisor/oversight manager and division /office Information Security Manager in order for the FDIC to meet the 1 hour required reporting time frame to the United States Computer Emergency Readiness Team (US-CERT) for incidents involving the loss or compromise of Sensitive Data.

I. Employees shall store sensitive electronic information on corporate information (IT) equipment in compliance with FDIC Circular 1360.9, Protecting Sensitive Information, 5.d.

J. Employees shall ensure that no unauthorized individual has access to any FDIC Sensitive Information in compliance with FDIC Circular 1360.9, Protecting Sensitive Information, 5.c.

K. Teleworking employees may not include travel time between their home/alternative work site and their official duty station as time worked and are not entitled to payment for travel between these locations.

SECTION 6 – Home Based Option

A. The provisions of Home Based Option apply to an eligible field office employee· (as indicated in Section 1 of this Article) who is working as a commissioned examiner, RMS loan review specialist, DCP compliance analyst, DCP HMDA data analyst, RMS appraisal review specialist, RMS bank secrecy act specialist, RMS capital markets specialist, RMS information technology examination analyst (ITEA) or RMS investigation specialist, who elects the Home Based Option. These employees will be permitted to work out of his/her home or an approved alternate work site when not working at an insured depository institution or at another required site. The employee's official duty station will not change as a result of participation in this program. In order to receive the reimbursement under Section 6.C described below, the employee must elect to participate in the Home Based Option during the election period identified in the leasing process and prior to the approval of the Documentation of Need. Financial Institution Specialists who have been recommended by management for commissioning prior to or during the thirty-day election period for participation in the Home Based Option can elect to participate in the Home Based Option and receive reimbursement under Section 6 C. once they have been commissioned as an

examiner. Absent the circumstances listed below, eligibility for reimbursement will commence upon the effective date of the new lease.

Outside of the leasing process, management may ask for volunteers to participate in the Home Based Option to avoid procuring additional work space in the office. Employees who volunteer for the Home Based Option during this volunteer election period will be reimbursed consistent with Section 6C. In this instance, eligibility for reimbursement will commence when the employee elects to participate in the Home Based Option as a result of management's solicitation for volunteers.

Employees who elect the Home Based Option outside of the two election periods noted above will not be reimbursed as provided under Section 6.C. However, an employee who becomes newly eligible for the Home Based Option after the leasing process election period ends may elect the Home Based Option when eligible (e.g., upon being commissioned as an examiner). In this instance, newly eligible employees who elect the Home Based Option will not receive reimbursement as provided in Section 6C unless the relinquished work space (cubicle) is reassigned to another employee to alleviate workstation shortages within the office. When more than one newly eligible employee in an office elects the Home Based Option and relinquished work space is subsequently reassigned, reimbursement eligibility will be made in the order in which each employee elected the Home Based Option (i.e. first-elected, first-reimbursed). In the event of a tie, seniority will be used as a tie-breaker. Seniority is defined as service with FDIC, RTC, FHLBB and OTS.* Eligibility for reimbursement may not occur prior to reassigning relinquished work space to alleviate a shortage of workstations within the office.

B. In determining actual space allocations for employees in a particular field office, no workstation space will be allocated for employees participating in the Home Based Option. However, if such an employee seeks to end his or her participation in the option, he or she will have priority for any vacant workstation space, or the next available workstation space.

C. The EMPLOYER will provide eligible employees participating in the Home Based Option, with a reimbursement of up to $500 for costs associated with equipment not otherwise provided by the EMPLOYER at the home office, and an annual reimbursement of up to $480 for costs associated with multiple phone lines and/or high speed data transmission access. Participant's official duty station will not change as a result of participation in this program.

Employees receiving reimbursement under the Home Based Option will be committed to participation during the term of their official duty station office's lease. If participants withdraw from the Option prior to the lease expiration, they

will be required to pay back a pro-rata share amount of any reimbursement received.

D. The EMPLOYER will not provide furniture or furnishings at an employee's home or alternate work site, except as provided in C above. The EMPLOYER will not incur costs to construct or alter space to provide an office environment in an employee's home or alternate work site, and the EMPLOYER will not be responsible for expenses related to basic telephone service, heating, electricity, water, and space usage, except on a reimbursable basis in accordance with C above.

E. Participating employees will be required to attend scheduled meetings, training and other activities as directed by the EMPLOYER.

F. Participants must meet the requirements detailed in this Article. Employees taking part in this program will have the same responsibilities as identified in Section 5 above.

G. Either party may initiate bargaining over changes to the Home Based Option as part of any negotiations conducted pursuant to Article 51.

SECTION 7 – Medical Telework

A. As provided in Article 37 (Employees With Disabilities), the EMPLOYER recognizes its obligation under applicable law and FDIC directives to provide reasonable accommodations for employees who are qualified individuals with disabilities. Consistent with Article 37, a qualified employee with a disability may request telework as a reasonable accommodation. To support the request, the employee must provide medical documentation consistent with the provisions of FDIC Circular 2710.5. The EMPLOYER will modify its telework requirements to reasonably accommodate a qualified employee with a disability when necessitated by the employee's disability-related limitations absent undue hardship, and to the extent required by law, rule, regulation, or FDIC directive.

B. Additionally, an employee may request to telework for medical reasons for a specified period of time, normally not to exceed ninety (90) days, even if the employee does not meet the requirements of Article 37 (Employees With Disabilities) or of Section 1 of this Article, under the following circumstances:

1. The employee suffers from a personal injury or illness that prevents the employee from performing work at the employee's assigned official duty station and would not prevent the employee from performing her/his official duties at home; and

2. The employee has submitted administratively acceptable medical certification in support of the request. The certification will, at a minimum, provide the specific nature of the personal injury or illness, the anticipated beginning and end dates of the telework, the specific reason(s) why the injury or illness prevents the employee from performing work at the employee's assigned official duty station, and a statement that the employee is capable of performing her/his duties at home; and

3. The employee has furnished additional medical certification deemed necessary by the approving official.

C. Requests for medical telework will be decided on a case-by-case basis. Employees will be notified in writing if their request for medical telework is denied.

D. Requests for medical telework for a period that exceeds 90 days will normally be evaluated as a request for a reasonable accommodation under Article 37 (Employees With Disabilities).

*FHLBB service is defined as Federal service with the FHLBB for those employees who were reassigned to the FDIC/RTC from the FHLBB pursuant to FIRREA. OTS service is defined as Federal Service with the OTS for those employees who were transferred to the FDIC during 2011 pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act.

ARTICLE 21
HOLIDAYS

SECTION 1

A. Periodically the EMPLOYER requires the services of employees on an established legal holiday. In those cases where holiday work does not require a specific individual the following procedures will apply:

1. The EMPLOYER will seek to fill its needs first through qualified volunteers from within the office or temporary duty station where the work assignment will be completed. If there are more qualified volunteers than necessary to fulfill the assignments, volunteers will be selected in order of FDIC seniority.

2. If the method described in item #1 above does not provide sufficient volunteers, the EMPLOYER will compile a list of all employees qualified to perform the holiday assignment. Involuntary holiday assignments will be made on a rotational basis beginning in order of inverse FDIC seniority.

3. Any ties will be broken by making the assignments to the employee whose last name is first in alphabetical order.

B. An employee involuntarily scheduled for a holiday assignment may request a hardship deferral and the EMPLOYER will approve the request absent workload requirements. If a deferral is granted, the employee will be replaced in the rotation of holiday assignments by the next employee in the rotation, in accordance with Section A.2. above.

C. With the exception of emergency situations, and to minimize the adverse repercussions of assigning employees to work on holidays, the EMPLOYER will strive to provide at least five (5) workdays advance notice to the employees of the affected work unit regarding the specifics of required holiday work.

SECTION 2

The EMPLOYER will seek to avoid holiday assignments that result in employees working excessively long periods without a day off.

ARTICLE 22
ANNUAL LEAVE

SECTION 1

Employees shall earn annual leave in accordance with applicable statutes and regulations and administered in accordance with FDIC Corporate Leave Policy, Circular 2300.3.

SECTION 2

Any annual leave request will be approved unless the Employer can show that to approve the leave would severely impact the EMPLOYER's workload, staffing or mission requirements. Notification of leave requests may be submitted through the time and attendance system of record and/or e-mail.

A. Where an employee's request for annual leave conflicts with the requests of other employees such that to grant leave to all who have requested it would severely impact the EMPLOYER's workload, staffing or mission requirements, the determination of who shall be permitted to take leave shall be made on the basis of the order in which the requests are received (except as provided in B., below).

B. Requests for annual leave to be taken during November, December and January shall be submitted before October 15. In the event that two (2) or more employees request leave for the same period, and cannot be granted the leave due to the EMPLOYER's workload, staffing or mission requirements, approvals will be made in the following order:

1. employees with "use or lose" leave (but only to the extent of the amount of "use or lose" leave) by FDIC seniority;

2. employees without "use or lose" leave by FDIC seniority.

Requests received after October 15 will be granted on a first-come, first-serve basis, with ties being broken by the above-referenced seniority provisions, unless approval of the request would adversely impact the EMPLOYER's workload, staffing or mission requirements. Such approved leave shall not displace leave previously approved for other employees in accordance with the procedures set forth above.

C. An employee will be permitted to change the period of leave that he/she has requested to a new date provided the change would not create a severe

workload problem for another employee who has already requested that date, thereby jeopardizing the latter employee's request.

D. The EMPLOYER agrees to continue its current practice of showing on each employee's pay stub the amount of annual leave which must be used or lost by the end of the leave year.

SECTION 3

The Parties recognize that scheduling practices vary among Offices. Therefore, employees are encouraged to submit requests for a period of annual leave of forty (40) or more consecutive hours or one work week (e.g., thirty-two (32) hours in a week containing a holiday) as far in advance as possible.

SECTION 4

Annual leave shall be requested in advance. An employee will give notice to his/her supervisor or designee of an unanticipated need for annual leave as soon as possible and generally no later than two (2) hours after the normal time for reporting to work. If the difficulties encountered prevent compliance with the two (2) hour limit, the employee or his/her representative will report the employee's absence as soon as possible thereafter.

SECTION 5

A. The EMPLOYER agrees to authorize annual leave or may approve leave without pay for a reasonable number of UNION representatives for attendance at any UNION sponsored conventions or meetings, as long as the employee has requested the leave in accordance with this Agreement, and provided the employee has requested the leave two (2) work weeks in advance.

B. Additionally, the EMPLOYER will grant to UNION officers and stewards either annual leave or leave without pay, at the employee's option, to perform UNION duties or engage in other UNION business not in conflict with Article 9, (Official Time), provided the employee's absence would not create a severe workload problem.

SECTION 6

Upon written request, employees may change annual leave previously authorized to sick leave where sick leave is appropriate subject to the terms of Article 23, (Sick Leave). In order for this change to occur, an employee must request supervisory approval of sick leave prior to the final transmission of his/her Time and Attendance Report for that pay period. This requirement does not apply to situations where the law

specifically allows for substitution of annual leave for sick leave, e.g., substituting annual leave for sick leave in connection with the Annual Leave Transfer Program.

SECTION 7

At the end of the third quarter of each year, the EMPLOYER will issue a memorandum to all employees advising and reminding employees of the regulations concerning "use or lose" annual leave and the need to request annual leave to avoid unintended forfeiture of such annual leave. Employees must schedule, and the EMPLOYER must approve, all “use or lose” leave before the start of the third pay period before the end of the leave year in order for unused leave to be considered for restoration.

SECTION 8

Annual leave, once approved, will not be rescinded unless the rescission is necessitated by a severe impact on the EMPLOYER's workload, staffing, or mission requirements, or is required by applicable law or regulation. If the leave rescission will result in a monetary loss to the employee, the employee shall immediately notify the supervisor in writing of the actual amount of unavoidable loss that will be caused directly by the rescission. If the leave rescission remains in effect, the EMPLOYER shall notify the employee in writing and reimburse the employee for the actual amount of unavoidable loss caused directly by the rescission. The employee's claim for reimbursement must include:

1. all original and unused tickets or other original documents evidencing the amount of the employee's loss;

2. the CHRIS T&A Leave/Premium Pay Request approving the leave;

3. CHRIS T&A entry from the supervisor rescinding the leave, and

4. a copy of the employee's written notice to the supervisor stating that the rescission will result in an actual loss to the employee.

Copies of the above referenced documents will be provided by the EMPLOYER, upon request, to the employee. Once a rescission is finalized, it may be revoked only upon written notification by the supervisor and subsequent agreement by the employee.

SECTION 9

Upon request, the EMPLOYER shall provide to each employee a statement indicating available leave balances at the time of separation. If the employee does not agree with the amounts of leave indicated, they shall be allowed to submit any evidence and/or documentation to support this claim. The EMPLOYER shall consider any information provided and, where appropriate, readjust the leave balance accordingly.

SECTION 10

An employee's annual leave balance is not relevant to the consideration of whether or not the employee should be placed on a sick leave restriction pursuant to Article 23 (Sick Leave), Section 3.

ARTICLE 23
SICK LEAVE

SECTION 1

An employee shall earn sick leave in accordance with applicable statutes and regulations. Sick leave is an employee benefit to be used in accordance with applicable laws and/or regulations and provisions of this Agreement for an employee for absences required by medical, dental or optical appointments, illness, injury, certain circumstances involving communicable diseases of an immediate family member, as determined by appropriate health care authorities having jurisdiction or a health care provider. In accordance with the conditions and limitations of Section 630.401 of Title 5, Code of Federal Regulations and the provisions of Article 27, (Family and Medical Leave Act and Family Friendly Leave Act), an employee may use sick leave to provide care for a family member as a result of a physical or mental illness, injury, pregnancy, or childbirth; due to medical, dental, optical examination or treatment of a family member; or, to make arrangements necessitated by the death of a family member or to attend the funeral of a family member. In accordance with applicable law and regulation and the provisions of Article 27, (Family and Medical Leave Act and Family Friendly Leave Act), an employee may use sick leave for activities necessary to allow an adoption to proceed.

SECTION 2

A. Approval of sick leave will be granted to employees when they are medically incapacitated for the performance of their duties. Under certain circumstances involving communicable diseases as set forth in applicable statutes and regulations, and for medical, dental, or optical examinations or treatment when required and requested prior to the beginning of absence, sick leave will also be approved.

B. When possible, sick leave shall be requested in advance, such as for previously scheduled dental, eye or routine physical examinations.

An employee will give notice to his/her supervisor or designee of an unanticipated need for sick leave as soon as possible and in no event later than two (2) hours after the normal time for reporting to work on the first day of absence. If the degree of illness, injury or other difficulties encountered prevent compliance with the two (2) hour limit, the employee or his/her representative will report the employee's absence as soon as possible thereafter.

C. 1. Absences of sick leave of three (3) workdays or less generally need only be supported by completing an official leave request, except as provided for below in section 2C.2.

2. If the EMPLOYER has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), then the EMPLOYER may inquire further into the matter and ask the employee to provide an explanation. In requesting further explanation, the EMPLOYER will notify the employee of the basis for this request. The employee may provide his/her explanation verbally or in writing; however, if the employee's explanation is not deemed acceptable, the supervisor may require that the employee provide an explanation in writing from the employee's health care provider, where appropriate (i.e., where the nature of the need for sick leave is such that a doctor's visit would be necessary) or to provide other evidence to support the usage of sick leave. Absent a reasonably acceptable explanation or evidence to support the request for sick leave, the leave request may be denied, with the employee counseled/warned that continued, frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration, as provided in Section 3, below.

3. When sick leave is requested for more than three (3) workdays, the employee may be required to submit a certificate from a health care provider, if applicable, or other documentation acceptable to the leave-approving official.

4. The employee is responsible for the accuracy and truthfulness of the information contained in the official leave request and/or other related documentation. Submission of false or misleading information may be grounds for disciplinary action.

5. Medical documentation or evidence may be submitted by an employee directly to a competent medical authority designated by the EMPLOYER. The employee will notify his/her supervisor that medical documentation or evidence has been submitted to the EMPLOYER'S designated medical authority.

6. Any request that an employee submit medical documentation, or additional or clarifying information, shall be provided in writing, and shall (1) identify the contact information for the medical authority; and (2) specify the nature of the document required and/or the type(s) of documentation or evidence which will satisfy the EMPLOYER's request. The EMPLOYER will provide the employee fifteen (15) calendar days to obtain the requested medical documentation. If it is not practicable to provide the requested medical documentation within fifteen (15) calendar days despite the employee's diligent, good faith efforts, the employee must provide documentation within a reasonable period of time under the

circumstances involved, but no later than thirty (30) calendar days after the date of the request for such documentation.

7. Any medical documentation or evidence submitted by an employee shall be considered confidential and discussed with other officials of the EMPLOYER on a need to know basis.

SECTION 3

Independent of the provisions stated in Section 2C. above, if a supervisor has reasonable grounds to believe that an employee is abusing his or her sick leave, the supervisor will issue a Leave Restriction Letter to the employee for a stated period (generally 6 months). For the stated period, the employee must furnish a certificate from a competent medical authority for each absence from work which he/she desires to charge to sick leave. At the end of the stated period in the Leave Restriction Letter, the EMPLOYER shall review the employee's situation and shall give the employee written notice of rescission or renewal of the restriction due to continued abuse of sick leave including documentation supporting the renewal, if any.

Supervisors are encouraged to precede such restriction with a written notice which advises the employee that a restriction will be imposed due to questionable use of sick leave.

An allegation of sick leave abuse may not be based solely on the amount of sick leave used by the employee.

SECTION 4

An approved absence which would otherwise be chargeable to sick leave may be chargeable to annual leave (or any other available accrued time with pay, such as credit hours or compensatory time) at the option of the employee, or to leave without pay upon request of the employee and approval by the EMPLOYER. Such requests for LWOP need not be requested in advance.

SECTION 5

Sick leave records will not be made public and will be kept confidential. If an employee is absent due to illness then co-workers or other non-FDIC personnel will only be advised that the employee is absent and on leave, upon the employee’s request.

ARTICLE 24
FITNESS FOR DUTY EXAMINATIONS

SECTION 1

The EMPLOYER may order an employee to undergo a fitness for duty examination only in accordance with applicable Federal laws and regulations.

SECTION 2

Except in emergency situations, an employee is entitled to five (5) workdays advance written notice that he/she is to take a fitness for duty examination. The notice shall set forth the reasons for the examination, the general scope and character of the examination, and the consequences of the failure to cooperate.

SECTION 3

The EMPLOYER will pay for all costs associated with fitness for duty examinations ordered or offered in accordance with applicable Federal laws and regulations. Employees are required to pay for a medical examination conducted by a private physician when the purpose of the examination is to secure a benefit sought by the employee.

ARTICLE 25
ADMINISTRATIVE LEAVE

SECTION 1

Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to leave and will be administered in accordance with FDIC Corporate Leave Policy, Circular 2300.3.

SECTION 2

When voting polls are not open at least three (3) hours before or after an employee's regular hours of work, then he or she, upon written request, will be granted a sufficient amount of administrative leave to vote by his or her supervisor which will permit the employee to report for work three (3) hours after the polls are open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

SECTION 3

A. If the EMPLOYER must close a facility because of severe weather conditions or an emergency situation, as determined by the EMPLOYER, administrative leave will be granted to those employees on official duty in accordance with applicable law and regulation. If this decision is made prior to the start of the business day, a reasonable mechanism will be established to inform employees.

B. If severe weather conditions or an emergency situation exists and the official duty station is not closed, employees' supervisors will excuse short periods of tardiness without charge to leave when provided with a reasonable explanation. If there are employees who do not report for duty, annual leave shall be charged unless it is determined, after review of the facts in each case, that the employee made reasonable efforts to get to work but was unable to do so. In such cases, the absence will be excused without charge to leave. Factors used by the EMPLOYER in a decision to grant administrative leave when emergency or hazardous weather conditions prevail include:

1. public announcements by the State officials that only essential individuals be on the road;

2. the closing of major highways by State officials and/or the impassability of service roads and local streets;

3. distance between the employee's residence and place of work;

4. mode of transportation normally used and efforts by the employee to get to work;

5. success that other similarly situated employees had in reporting to work; and

6. the closing of other U.S. government facilities in the employee's metropolitan area.

C. In the event of an early closing of a facility, employees will be notified as promptly as possible after the decision is made that they may leave work at no charge to leave or loss of pay. The early dismissal will have no effect on the leave or pay of employees not in duty status when the dismissal became effective. In addition, management and supervisors will release certain employees earlier than otherwise allowed under this policy, with no charge to leave, in order to avoid or mitigate personal hardships (e.g., when children are released early from school and no alternative form of child care is available to the employee) when provided with a reasonable explanation.

D. It is recognized that the EMPLOYER is not required to, but may, grant administrative leave pursuant to this Section if an employee residing outside the commuting area is precluded from reaching work when those residing within the commuting area are able to reach work. This will be fairly applied on a case by case basis.

SECTION 4

A. Upon advance request to his or her supervisor and consistent with the EMPLOYER's workload requirements, employees will be granted up to four (4) hours of administrative leave solely for recuperation purposes on the day of donating blood. Such leave time is in addition to the amount of administrative leave time necessary to travel to the donation site, donate blood, recuperate at the donation site, if needed, and return to work if the employee's tour of duty is not over. If the employee is not accepted for blood donation, only the time necessary for the trip to and from the blood center and the time spent at the blood center is allowed on administrative leave time.

B. Upon request, a written statement from the blood center indicating that blood was donated must be shown to the employee's supervisor upon the employee's return to duty.

SECTION 5

The EMPLOYER will excuse occasional and unavoidable periods of tardiness of one (1) hour or less without charge to leave provided the employee submits a reasonable

explanation regarding the reason for his or her tardiness. If the excuse is not acceptable, annual leave or leave without pay (LWOP) may be requested to cover the absence. Additionally, if tardiness is frequent or inexcusable and does not warrant approval of leave, the tardiness may be charged to absence without leave (AWOL).

ARTICLE 26
ADVANCED ANNUAL AND SICK LEAVE AND LEAVES OF ABSENCE

SECTION 1

A. An employee may use the annual leave expected to be earned during the leave year in accordance with the provisions of FDIC Corporate Leave Policy, Circular 2300.3. An employee may request advanced annual leave, up to the amount that will be earned through the balance of the leave year, subject to the supervisor's approval/disapproval based on workload, staffing and mission requirements. A further consideration of the supervisor in making a decision to grant advanced annual leave is whether the employee is expected to continue employment sufficient to allow for the recoupment of the advance leave from future leave earnings. Employees on time-limited appointments may be advanced up to the amount of annual leave which remains to be earned through the end of the leave year or the termination date of appointment, which ever occurs first.

B. Any employee who leaves the FDIC prior to the end of the leave year and has used more annual leave than had been accrued shall have the amount of "advanced leave" deducted from any compensation due that employee.

SECTION 2

An employee may be granted advanced sick leave provided the following criteria are met:

A. 1. The employee suffers a disability, illness or pregnancy which lasts at least three (3) consecutive workdays, or the ailment is of a continuing and episodic nature such that it is anticipated the employee will be incapacitated for duty for at least three (3) or more workdays cumulatively (the length of this absence is generally supported by certification from a health care provider); or

2. Subject to the limitations and requirements of Section 630.401 of Title 5, Code of Federal Regulations, the employee is required to assist in the care of a family member with a serious health condition as defined under the Family and Medical Leave Act, for an ailing family member with a serious health condition, accompany a family member to medical, dental or optical treatment, or make arrangements for and attend the funeral of a family member, requiring at least three (3) consecutive workdays; or

3. The employee in the process of adopting a child anticipates that the amount of time needed to effect the adoption will exceed available sick leave during the adoption period by at least three (3) workdays.

B. The advanced sick leave will generally be limited to the amount needed, as supported by the medical certificate or administrative evidence, as applicable, does not exceed 240 hours per year for permanent full-time employees and the prorated equivalent for permanent part-time employees or the amount of sick leave which can be earned by time-limited appointment employees during the remainder of their appointments, and the employee expects to return to duty. At no time may an employee's total amount of advance sick leave be greater than:

1. Two hundred-forty (240) hours for a permanent full-time employee.

2. The number of hours that result from dividing a permanent part- time employee's biweekly schedule tour of duty by 80 hours and multiplying the result by 240. For example, (64/80)240 = 192 hours.

3. For an example on a time-limited appointment, the lesser of:

   a. the amount of sick leave that would be earned during the remainder of the appointment; or

   b. 240 hours, if on a full-time schedule.

C. The employee provides to his/her supervisor a signed medical certificate; or in the case of the death of a family member or the adoption of a child, other administratively acceptable evidence; and

D. The employee is not currently under a sick leave restriction as described in Article 23, (Sick Leave), of this contract.

E. For care of a family member without a serious health condition or to make arrangements for and attend the funeral of a family member, no more than 104 hours of sick leave may be advanced to an employee. For care of a family member with a serious health condition as defined under FMLA or for the employee's own illness, no more than 240 hours of sick leave may be advanced.

SECTION 3

The Parties agree that the fact of a low leave balance alone is not evidence of leave abuse nor shall it be used as a reason for initiating leave restrictions.

SECTION 4

A. The EMPLOYER agrees to approve a leave of absence to one (1) employee per chapter elected to a position of national officer of the National Treasury Employees Union for the purpose of serving full-time in the elective position. Such a leave of absence will be for a period concurrent with the term of office of the elected official and will automatically be renewed by the EMPLOYER upon notification in writing from the elected official that he or she has been re-elected and wishes to continue in a leave of absence status. The EMPLOYER agrees to make every reasonable effort to grant the above reference leave, consistent with the EMPLOYER'S workload, staffing or mission requirements.

B. The EMPLOYER agrees to approve a leave of absence for one (1) employee for the purpose of serving in a full-time appointive position for the Union. The term of absence will not exceed twelve (12) months. The EMPLOYER agrees to make every reasonable effort to grant the request, consistent with the EMPLOYER'S workload, staffing or mission requirements. If the request is not granted, the EMPLOYER will notify the employee and that National Office of NTEU, in writing, of the reasons why the request has been denied.

C. The foregoing leave of absence is subject to the following conditions:

1. It is served without pay.

2. The EMPLOYER will accomplish the following upon expiration of the leave:

   a. to the extent possible, place a returning employee in the position (same grade, series, group) he or she held at the time the leave began; or

   b. failing the above, the EMPLOYER will place the employee in a position for which he or she is qualified at the same grade held by the employee at the time he or she commenced the leave of absence.

SECTION 5

A. Any employee with five (5) years of consecutive service with the EMPLOYER is entitled to request a leave of absence of up to one (1) year to engage in full-time, job-related study. A program of study will be found to be job-related if it will significantly assist the employee to do his or her current job or some other job within FDIC to which the employee can reasonably aspire. It is understood that such requests shall be granted if the following criteria are met:

1. the employee's absence will not create a problem regarding the EMPLOYER's workload, staffing, or mission requirements;

2. if the leave of absence is one which combines work and study, the work portion is subject to the outside employment requirements of the EMPLOYER; and

3. the employee understands that by taking such sabbatical it is expected he or she will remain with the EMPLOYER for at least one (1) year after the leave of absence is completed.

B. The employee may use a combination of annual leave and leave without pay during the absence provided a uniform schedule for this purpose is established in advance of the absence.

ARTICLE 27
FAMILY AND MEDICAL LEAVE ACT AND FAMILY FRIENDLY LEAVE ACT

SECTION 1

A. Pursuant to the provisions of the Family and Medical Leave Act (FMLA), all employees who have completed at least one (1) year of federal service are entitled to a total of up to twelve (12) workweeks of unpaid leave (Leave Without Pay (LWOP)) during any twelve (12) month period for:

1. The birth and care of a son or daughter and the care of the newborn;

2. The placement of a child with the employee for adoption or foster care;

3. The care of an employee's family member with a serious health condition. A family member includes:

   a. Spouse and parents thereof;

   b. Children, including adopted children, and spouses thereof;

   c. Parents;

   d. Brothers and sisters, and spouses thereof; and

   e. Any individual related through blood or affinity whose close association with the employee is the equivalent of a family relationship.

4. The employee's own serious health condition that makes the employee unable to perform essential functions of his or her position.

B. 1. Requests for the required medical certification will be in writing and will be applied consistently and fairly to all employees.

2. In the case of a serious health condition of an employee or an employee's family member, the medical certification prepared by the health care provider will be relied on to determine the amount of leave necessary to manage the circumstances which prompted the need for leave.

3. In the case of a birth, foster care placement or adoption placement, the employee shall take only the amount of leave he or she deems necessary to manage the circumstances which prompted the need for leave. The EMPLOYER shall grant the leave determination and will grant FMLA leave accordingly, not to exceed the lawful entitlement.

C. An employee may request to take FMLA leave intermittently, or to work under a work schedule that is reduced by the number of hours taken as family and medical leave. Such requests shall not be unreasonably denied by the EMPLOYER. Any denials for intermittent leave or leave on a reduced leave schedule shall be justified in writing.

D. An employee may elect to substitute paid time off, such as annual leave, sick leave, compensatory time off, credit hours under a flexible work schedule, for LWOP provided under the FMLA. Substituting sick leave may be limited to sick leave usage under the Family Friendly Leave Act (FFLA (5 CFR 630.401)), e.g., a father using sick leave to help the child's mother after delivery.

E. FMLA leave may be used in addition to other paid time-off available to an employee.

F. Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay status, and other terms and conditions of employment. If more than one alternative or equivalent position is available, the employee shall be given the opportunity to determine the position into which he or she will be placed, absent just cause.

SECTION 2

A. Pregnancy shall be treated like any other medically certified temporary disability. Maternity leave may be any combination of sick leave, annual leave, LWOP, and earned compensatory time. Except as permitted under FFLA (5 CFR 630.401), sick leave used for maternity reasons is appropriate for that period of time during which the employee is incapacitated as determined by an appropriate medical authority. Length of absences for maternity reasons will be determined by the employee, her physician and her supervisor based upon the reasonable needs of each.

B. A female employee will be granted at least eight (8) weeks (or more if provided by law) of approved absence for recuperation beyond the delivery date upon request and presentation of acceptable medical certification. Any additional absence for continued incapacitation beyond the initial eight (8) weeks (or more if required by law) will require the presentation of another physician's or practitioner's certificate and the approval of the EMPLOYER.

C. Annual leave, advanced annual leave, LWOP or earned compensatory leave may also be used by the employee after or during the initial eight (8) weeks (or more if provided by law) if the employee continues to be incapacitated but does not have a sufficient sick leave balance or does not meet eligibility for advanced sick leave.

D. An employee who invokes the Family and Medical Leave Act for absence subsequent to the initial eight (8) week period described in B. above will be entitled to take up to twelve (12) administrative workweeks of approved leave during any time up until the newborn's first birthday. FMLA leave is LWOP unless the employee requests substitution of appropriate paid leave.

E. The provisions of Section 2.A.2., Article 26, (Advanced Annual Leave and Sick Leave and Leaves of Absence), will apply when determining how much advance sick leave will be granted. The provisions of Section 1.A., Article 26, (Advanced Annual and Sick Leave and Leaves of Absence), will apply when determining how much advance annual leave will be granted.

F. A male employee who has complied with the provisions of the FMLA and/or FFLA may, upon written notification to the EMPLOYER, be granted sick leave (FFLA) and/or annual leave and/or leave without pay (FMLA), as appropriate, to either aid or assist in the care of the mother of his children due to her confinement for maternity reasons and/or assist in the care of a newborn child, up to the child's first birthday. Such employee may receive up to twelve (12) workweeks of unpaid leave (i.e., LWOP) under FMLA, and may, consistent with FFLA substitute sick leave for all or part of such period of absence from the duty station.

SECTION 3

If, after consulting a physician, a pregnant employee requests modification of her work duties due to adverse working conditions that may have a detrimental effect on the employee or the unborn child, the EMPLOYER will make reasonable efforts to accommodate the request. The request must be supported by acceptable medical documentation.

SECTION 4

The EMPLOYER may request a medical certificate from the employee if there is a question as to the employee's physical fitness to continue to work before delivery or to return to work after delivery.

SECTION 5

A. For reasons other than those related to the EMPLOYER's workload, staffing, or mission requirements, employees may not be denied annual leave, leave without pay, or earned compensatory time to care for members of their immediate families or households under the following circumstances where an employee:

1. must care for a sick child, spouse, parent, or household member;

2. must care for a new baby, for a healthy child whose school is temporarily closed, or for a family member whose day care provider is temporarily unable to provide care;

3. is advised to stay home with a newly adopted or newly placed foster child;

4. must accompany a family member to medical appointments or personal business appointments; or

5. must participate in family counseling sessions needed for a family member.

B. An employee is entitled to accrued sick leave when he or she is required to give care and attendance to an ailing family member, in accordance with the provisions of the Family and Medical Leave Act or FFLA (Title 5, Code of Federal Regulations 630.401).

1. Under FFLA, employees are entitled to sick leave up to certain prescribed limits when their absence is required:

a. To provide care for a family member as a result of an illness, injury, pregnancy or childbirth;

b. Due to medical, dental or optical examination or treatment of a family member; or

c. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

2. Under the FFLA a "family member" includes:

a. spouse and his or her parents;

b. children, including adopted and foster children, and their spouses;

c. parents

d. brothers and sisters of the employee, and their spouses; and

e. Any other person related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

C. A full-time employee may use up to 104 hours of sick leave in a leave year for this purpose, regardless of sick leave balance. A full-time employee may use up to 480 hours of sick leave in a leave year to care for a family member with a

serious health condition as defined under the FMLA. A full-time employee may not use more than 480 hours of sick leave in a leave year for all family-friendly purposes, including sick leave substituted for LWOP under the FMLA. These provisions shall be applied in a manner consistent with the FDIC Leave Policy.

D. Pursuant to 5 U.S.C. Section 6307 and 5 CFR Part 630, an employee is entitled to use sick leave for purposes related to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary for the adoption to proceed.

E. Leave Without Pay for purposes of this Section will be granted in accordance with the FMLA, or Section 6, Article 28, (Other Leave Provisions).

ARTICLE 28
OTHER LEAVE PROVISIONS

SECTION 1

An employee may use a reasonable amount of annual leave, leave without pay or sick leave, as allowed for under the Title 5, Code of Federal Regulations 630.401, where there has been a death in that employee's immediate family. The term "immediate family" means the following: 1) spouse and spouse's parents; 2) children, including adopted children, and children's spouses; 3) parents; 4) siblings and their spouses; 5) any other individual related by blood or affinity whose close association is the equivalent of a family relationship. Additional sick leave beyond what is reasonable and necessary for the purposes established under the regulations is appropriate where a family member's death causes such mental or physical stress or anguish as to incapacitate the employee in the performance of his or her duties. An employee is required to provide his/her supervisor with medical certification or other administratively acceptable evidence to this effect.

SECTION 2

A. An employee whose personal religious beliefs require that he or she abstain from work on religious holidays which are not legal holidays may use annual leave or religious compensatory time off for that purpose, provided the employee requests the time off in advance and the request does not interfere with the efficient accomplishment of the office's mission.

B. For the purpose stated in Subsection A. above, the employee may work compensatory time either before or after the date of the compensatory time off. If the employee receives advanced religious compensatory time off, it must be repaid within a reasonable period of time, generally eight pay periods following the one in which a compensatory time off occurs, by working an equal number of compensatory time hours. Religious compensatory time worked shall be recorded on the Biweekly Time and Attendance Report. If the advanced religious compensatory time off is not repaid after eight (8) pay periods, the employee will be charged annual leave or LWOP for the remaining balance.

C. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the EMPLOYER's mission, the EMPLOYER will, in each instance, afford the employee the opportunity to work religious compensatory time and shall, in each instance, grant religious compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

SECTION 3

A. In accordance with applicable law and regulation, an employee who is a member of the National Guard or any reserve unit in any branch of the United States Armed Forces shall be entitled to military leave for active duty, active duty training, or inactive duty training. Full-time employees accrue fifteen (15) days (120 hours) of military leave each fiscal year (October 1 - September 30). Part-time employees earn military leave on a prorated basis.

B. When requesting military leave for active duty, the employee must apply in advance for such leave along with a copy of the orders directing the employee to active duty. The employee shall also submit a copy of the certificate of completion of such duty to his or her supervisor. If the employee is requesting military leave to attend inactive duty training, a letter from his or her commanding officer, or other acceptable documentation evidencing the employee's required attendance at the training, must be submitted with the leave request.

C. Employees on military leave shall be provided notification of any vacancies for which they are qualified. Such employees shall be allowed to apply, and will be considered, for any such vacancies in accordance with this Agreement as well as applicable law and regulations. However, vacancy announcements will only be sent if the employee provides the EMPLOYER an address where he or she can be reached.

SECTION 4

An employee is entitled to court leave to the extent necessary to serve on a jury or to participate as a witness in a nonofficial capacity on behalf of a state or local government or as a witness in a nonofficial capacity on behalf of a private party in connection with any judicial proceedings to which the United States, the District of Columbia, or a state or local government is a party. Upon being notified by an employee that he or she needs court leave, the EMPLOYER will advise the employee regarding leave status, disposition of any jury or witness fees or expense fees, and other related matters. Upon request, the employee will provide documentation which substantiates his or her presence as a witness or for jury duty. This documentation can be provided after the jury duty or witness service has been conducted.

SECTION 5

Except for military leave, all leave will be charged in one-half hour increments. Military leave is chargeable in one-hour increments.

SECTION 6

The EMPLOYER will consider all employee applications for leave without pay (LWOP). The EMPLOYER will administer LWOP equitably and approval or disapproval of employee requests will be made with due consideration of personal hardship and the needs of both the EMPLOYER and the employee in accordance with applicable laws, regulations and this Agreement.

ARTICLE 29
OVERTIME AND COMPENSATORY TIME

SECTION 1

This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Pay Administration Program Circular 2220.1, as well as with law, rule and regulation. During the life of the Agreement either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

SECTION 2

So that employees can know whether they are exempt or nonexempt for purposes of the Fair Labor Standards Act (FLSA), the EMPLOYER will continue its practice of indicating each employee's FLSA status on that employee's Standard Form 50.

SECTION 3

Except in those cases where overtime is required to be worked by a specific individual (e.g., completion of a legal brief), the following procedures will apply:

A. When overtime is required, the EMPLOYER will first seek qualified volunteers from the work unit where the work assignment will be completed.

B. If the method described in Subsection A. of this Section does not provide sufficient volunteers, the EMPLOYER will compile a list of all employees qualified to perform the overtime assignment. Involuntary overtime assignments will be made on a rotational basis starting with the employee with the least amount of FDIC seniority.

C. Voluntary overtime assignments will be made on a rotational basis amongst qualified employees starting with the employee with the most amount of FDIC seniority. Where the nature of a particular task does not lend itself to distribution of overtime among qualified employees in accordance with this Subsection, the EMPLOYER will attempt to accomplish equitable distribution over an expanded period of time consistent with the EMPLOYER's workload, staffing or mission requirements.

D. An employee will, upon request, be released from an overtime assignment if a fully-qualified replacement is available and willing to work. However, if granting such a release would result in a severe disruption of existing work assignments,

and/or significant increase in costs to the EMPLOYER, the request may be denied.

E. The EMPLOYER will make available to the UNION, upon request, current records of overtime assignments of employees to aid in resolving individual claims of unfair and inequitable distribution.

F. When scheduling an overtime assignment, the EMPLOYER will provide an employee advance notification as soon as possible.

SECTION 4

Employees required to be on stand-by duty will be compensated in accordance with applicable law and regulation.

SECTION 5

The EMPLOYER will seek to avoid overtime assignments that result in employees working excessively long periods without a day off.

SECTION 6

Since it is the policy of the EMPLOYER to compensate employees for overtime work, an employee will not be asked or expected to forgo overtime compensation to which he or she is entitled by law, rule and/or regulation.

SECTION 7

When an employee must perform work or duties that are not consistent with the employee's primary duties for a period exceeding thirty (30) consecutive calendar days, the employee's exemption status will be determined by the EMPLOYER in accordance with the provisions of 5 C.F.R. 551.211 and applicable law.

ARTICLE 30
PERSONNEL RECORDS AND ACCESS TO INFORMATION

SECTION 1

A. Each employee and/or the employee's representative who has been designated in writing shall, upon written request, be granted access to any record(s) pertaining to the employee with the exception of records restricted by the Human Resources Branch and/or other records restricted by law or regulation. Specifically, employees will be given access to any and all official or unofficial personnel files pertaining to them upon request.

B. Copies of such documents may be furnished to the employee and/or designated representative upon written request. Charges, if any, for such photocopies shall be in accordance with 5 CFR.

SECTION 2

Any record which is not available to the employee or his or her representative who has been designated in writing for inspection and review will not be made available to any unauthorized person(s) for inspection, review, or duplication. Such information will be made available to authorized persons only for official use as provided for in the Privacy Act of 1974.

SECTION 3

It is agreed that all personnel files (official and unofficial) and all other personnel records will be maintained in accordance with applicable law and regulation, including the Privacy Act of 1974.

SECTION 4

Managers or other representatives of the EMPLOYER may not maintain personal files on employees outside of the Official Personnel Folder, unless the files are properly declared under the Privacy Act, with the exception of personal notes to be used solely as "memory joggers" not to be disseminated in any form and to remain in the exclusive possession of the originator. Memory joggers are brief notes prepared by the supervisor for the purpose of making a contemporaneous record regarding an employee’s performance and/or conduct. Any material that the EMPLOYER intends to place in the employee's official or unofficial personnel file(s) must be shown to the employee prior to placement in the file(s), and the employee must be given an opportunity to copy such material for his or her own records.

SECTION 5

The Parties recognize that developing automation technologies have enabled some information that is presently stored in databases or other information technology. If the EMPLOYER elects to change its method of storing any information, which is subject to the terms and conditions of this Article, the EMPLOYER will assure all employees or their personally-designated representatives continued access to such information or its equivalent.

SECTION 6

Employees shall be given a photocopy of any material placed in an official or unofficial personnel file within five (5) working days. Records shall be maintained as long as a legitimate administrative need exists.

ARTICLE 31
NOTICES TO EMPLOYEES

SECTION 1

When the EMPLOYER presents to an employee a written notice as listed in Section 2 of this Article, the employee will receive an original and one copy of each such notice. The copy shall state at the top of the first page: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO YOUR NTEU REPRESENTATIVE." The signed written notice will be hand delivered to the employee, when possible. Upon request, the employee will also be provided an electronic copy.

SECTION 2

Section 1. of this Article applies to the following notices:

1. letters of proposed disciplinary or adverse action;

2. letters of advance notice on a decision to impose a reduction-in-force;

3. letters placing an employee on sick leave restriction;

4. notice of a decision to separate a probationer and notice of a decision to separate an employee during his or her trial period;

5. notice of involuntary assignment to a different position;

6. letters of decision for disciplinary actions(Article 45, Disciplinary Actions);

7. letters of final decision for adverse actions (Article 46, Adverse Actions);

8. notices of involuntary reassignments (Article 15, Reassignments); and

9. letters to term employees indicating that they will be terminated for cause.

ARTICLE 32
EMPLOYEE ORIENTATION

SECTION 1

At employee orientation, the EMPLOYER will provide and identify the website link that employees can use to access the contract online through the FDIC website.

SECTION 2

In recognition that the UNION has a right to be present at employee orientation sessions, the Parties agree that NTEU can send one (1) representative of its own choosing to all orientation sessions and, at its option, may either attend the full orientation session or have one (1) hour of official time on the agenda to address new employees. The EMPLOYER will be allowed to attend the UNION's one (1) hour presentation as it chooses. In the event an NTEU representative is not available to attend an orientation, the UNION can use all or any part of the one (1) hour to meet with the employee(s) at his or her assigned office. The UNION may distribute copies of the Agreement provided by the EMPLOYER during this session. The Employer will introduce the Union during each orientation and allow the UNION to show an NTEU video or make a power point presentation, when appropriate equipment is available.

The UNION shall be provided advance notice of the date, time, and location of the orientation session. The UNION shall be provided at least ten (10) workdays advance notice of the orientation session whenever practicable. The EMPLOYER will provide the UNION with a list of new employees, including their entry-on-duty date, title, grade, and official duty station at least two (2) workdays prior to their entry-on-duty date. Whenever practicable, at least two (2) workdays prior to any scheduled orientation session, the UNION will provide the EMPLOYER with the name(s) of the UNION representative(s) who will be attending the session.

SECTION 3

The EMPLOYER will notify the UNION no later than the first day of work for a new hire or the placement of a non-bargaining unit employee in a bargaining unit position. If an employee will not be included in a group orientation upon hiring, or an employee previously in a position outside the bargaining unit is placed in a bargaining unit position, a UNION representative will be afforded thirty (30) minutes to meet with the employee on the employee's first week in the position.

SECTION 4

During the first year of this contract, each employee will receive two (2) hours of official time to meet with the UNION to obtain contract training and to discuss questions concerning this Agreement and other negotiated agreements. The EMPLOYER will provide an on-site meeting room, upon request, for these meetings. In each succeeding eighteen (18) months of the contract each employee shall receive one (1) hour of official time to meet with the UNION to receive similar training.

SECTION 5

The EMPLOYER shall distribute to bargaining unit employees any and all material necessary to perform the functions and duties of their positions, as well as material related to personnel policies, practices, and working conditions. Such material shall also be provided to new hires and employees moving into new positions. Further, such distribution shall be made upon revision, amendment, or development of new material. Copies of all current directives shall be maintained on the FDIC internal website.

ARTICLE 33
WAIVER OF OVERPAYMENTS

SECTION 1

These procedures are governed by the requirements in the most recent FDIC Waiver of Claims for Overpayment of Pay and Repayment of Debt Policy Circular 2220.6 to the extent that it is not inconsistent with law, rule or regulation. An employee may request a waiver of an erroneous payment of pay or allowances or an erroneous payment involving travel, transportation or relocation expenses in whole or in part. The EMPLOYER will recommend waiver of the obligation to repay such overpayment, if that overpayment occurred through administrative error and there is no indication of fraud, misrepresentation, fault or lack of good faith on the part of the employee and is otherwise in accordance with 5 U.S.C. § 5584 and applicable regulations. To the maximum extent feasible, the EMPLOYER will suspend collection of the overpayment in question pending final decision of the waiver request.

SECTION 2

An employee who is given a specific RIF notice, or who receives a buyout or early-out, will not be required to repay the cost of any training previously provided by the EMPLOYER.

SECTION 3

The EMPLOYER has a current practice of advancing funds to employees based on his or her travel voucher claim. Employees are responsible for submitting complete and accurate travel vouchers in accordance with FDIC General Travel Regulations and this Agreement. The Parties agree that this advance of funds prior to an audit will not be interpreted as an erroneous payment under this Article.

ARTICLE 34
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1

In accordance with the Rules and Regulations of the Equal Employment Opportunity Commission, and within the limits of authority delegated to the EMPLOYER, the Parties agree to work together to continue implementation of the FDIC's Affirmative Employment Plans to provide equal opportunity for employment and to prohibit discrimination in employment because of race, religion, color, sex, sexual harassment, sexual orientation, national origin, age, physical or mental handicap.

SECTION 2

The primary responsibility for achievement of affirmative employment objectives rests with managers and supervisors, including affirmative employment in the areas of all personnel practices such as recruitment, hiring, promotion, training, development, advancement and treatment of employees. In keeping with this commitment, the EMPLOYER agrees to continue its concerted effort in recruitment to pursue affirmative employment objectives.

SECTION 3

In keeping with EEOC and FDIC requirements, the EMPLOYER agrees to continue the appointment of appropriately trained EEO Counselors who are readily accessible to employees. The EMPLOYER further agrees to the following:

A. EEO Counselors shall inform all bargaining unit employees when they seek counseling that they have a right to be accompanied and represented by a representative of that employee's choice at all stages of the administrative discrimination complaint process.

B. Employees shall be notified of the UNION's desire to be present at meetings called for the purpose of attempting informal resolution of an informal complaint filed by a bargaining unit employee. This notification shall inform the employee that he or she may meet with the UNION prior to the date of the informal resolution meeting if he or she has any concerns regarding the UNION's presence at the meeting. Upon meeting with the employee, the UNION will reconsider its need to be present at the meeting. The UNION may only attend any such meeting upon agreement by the employee.

SECTION 4

The EMPLOYER will provide the UNION, on an annual basis, a copy of demographic statistical reports dealing with equal employment opportunity.

SECTION 5

The EMPLOYER and the UNION will jointly monitor the selection process for bargaining unit positions to ensure compliance with the Rules and Regulations of the EEOC and the FDIC's Affirmative Employment Plan.

SECTION 6

To the maximum extent practicable, reasonable accommodation for nursing mothers shall include schedule changes to accommodate nursing.

ARTICLE 35
OUTSIDE EMPLOYMENT

SECTION 1

A. Employees are permitted to engage in outside employment, consistent with applicable law, regulations issued by the Office of Government Ethics, and any supplemental provisions of the FDIC's Standards of Ethical Conduct without prior approval of the EMPLOYER. Should the EMPLOYER issue any such supplemental Standards, it shall notify the UNION and negotiate over any and all legally negotiable matters prior to effectuating the proposed Standards.

B. Employees are responsible for consulting with an ethics official about the propriety of the outside employment. Should an employee submit a written request for prior approval, it will be acted upon as soon as possible, generally within twenty-five (25) calendar days of receipt. The EMPLOYER's decision will be made in accordance with the provisions of 5 C.F.R. Parts 2635 and 3201 and applicable law.

C. 1. If prior approval is given, and it is later determined that such employment is inconsistent with the provisions of 5 C.F.R. Parts 2635 and 3201, no disciplinary/adverse action will result. The employee will be requested to cease outside employment, for which permission was previously granted, and will be given notice in writing, no less than twenty (20) days nor more than ninety (90) days prior to the effective date that such employment is to cease, unless such outside employment is specifically prohibited by law. Within twenty (20) days of receipt of such notice to discontinue outside employment, an employee may request the Chairman to review such order. Any such request shall contain a statement of the reasons for such a request. If the employee requests the Chairman to review the order, the Chairman, or designee, shall promptly provide written notice of his or her determination to the employee.

2. Employees should be reminded by the ethics counselor that where the employee's conduct violated a criminal statute, reliance on the advice of a FDIC ethics official does not necessarily ensure that the employee will not be prosecuted under the Statute.

D. Upon notification of a violation of a prohibition contained in law, or the determination that all relevant facts were withheld by the employee at the time the employee sought ethics advice (and the non-disclosed facts would have resulted in different advice provided to the employee), the employee will cease the outside employment or take other appropriate action to assure that continued outside employment does not conflict with any relevant law or regulation.

E. Except in the case of a violation of a prohibition contained in law, if prior approval of outside employment has not been requested and it is later determined that the outside employment is in conflict with the provisions of 5 CFR Parts 2635 and 3201, the employee's willingness to remedy the conflict will be considered by the EMPLOYER when contemplating any disciplinary/adverse action. The foregoing does not apply in the case of a violation of a prohibition contained in law.

F. A change in the assigned duties or other changes that have a material impact on the advice previously provided by the ethics official may result in a reversal of prior approval for outside employment. Such reversals shall be made in accordance with Section 1(B) of this Article.

G. If there are questions concerning the appropriateness of outside employment, employees may obtain an opinion from the EMPLOYER's Deputy Ethics Counselor at any time.

ARTICLE 36
HEALTH AND SAFETY

SECTION 1

A. To the extent of its authority and ability, the EMPLOYER agrees to provide a safe and healthy working environment free from recognized hazards that are likely to cause death or serious physical harm.

B. To the extent of its authority and ability, the EMPLOYER agrees to comply with all applicable Occupational Safety and Health Administration (OSHA) standards and all related rules and regulations.

SECTION 2

The general safety and health responsibilities of the EMPLOYER are as follows:

A. To assure compliance with all applicable Occupational Safety and Health Administration standards and related rules and regulations.

B. To provide adequate support in the administration of the safety and health program.

C. To assure the prompt cessation of unsafe or unhealthy working conditions.

D. To provide adequate safety training for all employees, specifically in such areas as evacuation of buildings during suspected fire or bomb threats.

E. To encourage practical safety attitudes among all employees.

F. To conduct annual safety inspections for each Headquarters building, Regional Office, Area Office, and Temporary Satellite Office (TSO). All field offices will be inspected at least every two (2) years.

The EMPLOYER will assess the indoor air quality (IAQ) and drinking water quality (WQ) for all FDIC owned or leased offices whenever the office workspace is substantially renovated or when new office workspace is occupied. In addition, the EMPLOYER will assess IAQ and WQ every three (3) years for each Headquarters building, Regional/Area Office, and TSO and once every five (5) years for each field office.

However, consistent with Circular 1700.2, safety inspections and IAQ/WQ testing will be conducted more frequently for good cause.

Furthermore, the EMPLOYER will promptly provide all IAQ/WAQ final test results and reports to the Chapter President or designee. Upon request, the EMPLOYER will brief the Chapter representative regarding final test results and reports.

Safety, IAQ, and WQ inspections shall be directed by qualified personnel designated by the EMPLOYER.

G. To conduct a fire drill at least once a year at each owned building that employ work in. No prior notice will be given to employees or supervisors.

The UNION agrees to assist the EMPLOYER in these matters by promptly notifying the EMPLOYER of any safety and health concerns or possible compliance problems. The UNION maintains its right to directly contact appropriate public officials and organizations (i.e. OSHA) provided that the UNION (a) does not interfere with the EMPLOYER's efforts to correct any known health and safety concern and, (b) the UNION promptly supplies the EMPLOYER all of the same information it provided to the aforementioned public officials and organizations. The UNION shall be notified at least five (5) workdays in advance of any meetings held to discuss health and safety issues or any health and safety inspection. The UNION shall be allowed to send one (1) representative of its choosing to these meetings or inspections on official time.

SECTION 3

When there arises an imminently dangerous condition at an employee's place of employment, that employee may remove himself or herself from the imminently dangerous condition by moving to a safer or healthier location. Notification of this imminently dangerous condition or any possible unsafe condition will be made to the immediate supervisor, or designee. Administrative leave may be appropriate when working conditions are considered unsafe or unhealthy. Where the employee has not received the EMPLOYER's permission to do this prior to moving, the employee will immediately notify the EMPLOYER of his or her actions and continue to make himself or herself available for work under appropriate employment conditions in accordance with the EMPLOYER's Time and Attendance Policies.

In order to facilitate the immediate local relocation of affected employees away from an imminently dangerous condition of work until such condition is corrected and so that work may continue during such time, the UNION and the EMPLOYER agree to suspend those provisions of this Agreement which would impede the rapid relocation of affected employees (e.g., details, assignments, work location) for ten (10) workdays or until the dangerous or unhealthy condition is corrected whichever is sooner. Absent unusual circumstances, such relocation shall not affect employees' work schedules. Should it appear that the dangerous or unhealthy condition will persist beyond ten (10) workdays, the EMPLOYER and the UNION shall commence immediately to bargain terms governing continuation of the temporary arrangements pending return to the original work arrangement or determination of a new work arrangement?

To the extent feasible, normal work operations will be suspended when the temperature within the facility falls below 60 degrees or above 85 degrees, and employees will either be moved to an alternate work site or granted administrative leave. If normal work operations are not suspended (i.e., the temperature is within the prescribed range), employees who desire to leave the facility will be granted annual leave.

SECTION 4

The EMPLOYER will take appropriate action to be sure that employees are familiar with the proper means of leaving the office during a suspected fire or bomb threat. Where a fire or bomb threat is reasonably suspected, the EMPLOYER will evacuate affected employees to safer areas.

SECTION 5

A. The EMPLOYER will maintain a first aid kit at each security post in each Headquarters building, Regional Office, Area Office, and TSO. In addition, a first aid kit will be maintained in each field office. The EMPLOYER will designate a responsible person to maintain each kit.

B. The EMPLOYER will grant up to eight (8) hours of administrative leave per calendar year for cardiopulmonary resuscitation and first aid training (including recertification) to designated interested employees, providing the scheduling of the training does not conflict with the EMPLOYER's mission, staffing and workload requirements.

C. To the extent possible, the EMPLOYER will provide a defibrillator at each of its health care units.

SECTION 6

At Headquarters and offices with on-site Health Units, to the extent possible, the EMPLOYER will continue to arrange for or provide flu shots as well as screening examination for breast cancer, heart disease, and high blood pressure. For each office with no on-site Health Unit, the Supervisors may arrange for flu shots to be given to employees independently and charge the costs to the government credit card. All employees may obtain flu shots on their own regardless of where they work and receive reimbursement up to a maximum of $30.00 (through petty cash). The EMPLOYER reserves the right to increase the reimbursement amount.

SECTION 7

When it is necessary for an employee to leave work and return home because of illness or incapacitation, the EMPLOYER will provide assistance to insure that the employee is transported to his or her residence or medical facility.

SECTION 8

Pursuant to Article 44 (Regional/Headquarters Labor-Management Relations Committees (LMRC)), either party may submit health and safety as a topic for the LRMC agenda.

SECTION 9

A. The EMPLOYER will provide the UNION with information at its disposal regarding hazardous chemicals that are used in its buildings and grounds. This information will be provided as far in advance as possible, or as soon as the information becomes available, so that the UNION can be informed about these chemicals prior to their use. Material safety data sheets will be provided or made available.

B. To the extent that it is within its knowledge, the EMPLOYER will provide advance notice to employees in the affected area regarding usage and identity of hazardous chemicals. Where there is a reasonable likelihood of harm, employees will move to safe areas while their area is contaminated.

SECTION 10

A. When the EMPLOYER is informed that an employee has incurred an on-the-job injury, the EMPLOYER will inform the employee of the benefits of the Federal Employees' Compensation Act. The employee must report the injury within 24 hours. It will be the responsibility of the EMPLOYER to issue to the employee all necessary forms to adjudicate his or her claim. If because of his or her injury the employee is not able to complete the necessary forms, the EMPLOYER will provide appropriate assistance for completion of the forms.

B. The Parties agree that in the case of an employee incurring injury while in a travel status that the primary concern is the health and well-being of the injured employee. The EMPLOYER will make the following provisions in the case of an injury to an employee:

    1. Assist the employee in receiving immediate medical assistance.

    2. Assist the employee in obtaining transportation to the nearest medical facility.

3. Allow the employee to stay in the medical facility and receive appropriate medical treatment.

4. Contact the employee's designated emergency contact.

SECTION 11

The EMPLOYER is responsible for informing employees of the safety procedures and requirements at the various facilities in which employees are located. Employees may not intentionally take any action which would disrupt any such procedures and requirements.

SECTION 12

The EMPLOYER shall notify the Chapter President, or designee, of any planned construction at least thirty (30) days in advance, except in cases of bona-fide emergency.

SECTION 13

Upon request, the EMPLOYER shall provide equipment that minimizes eyestrain and carpal tunnel syndrome for employees working on personal computers.

ARTICLE 37
EMPLOYEES WITH DISABILITIES

SECTION 1

This Article shall be interpreted and applied in a manner consistent with the provisions of FDIC Circulars 2710.5 (Procedures for Providing Reasonable Accommodation to Individuals with Disabilities) and 2710.11 (Complaint Procedures for Individuals with Disabilities who are Denied Access to Electronic and Information Technology and all laws, rules and regulations.

The EMPLOYER shall, upon request, provide a reasonably accommodate known physical and/or mental disabilities of qualified employees, unless the EMPLOYER can show that a particular accommodation would impose an undue hardship on the operation of its programs. That is, the EMPLOYER will make good faith efforts to reasonably accommodate employees with disabilities who can perform the essential functions of their position with or without an accommodation unless such accommodation would impose an undue hardship on the EMPLOYER's operations.

An employee with a disability may request a reasonable accommodation at any time, even if the employee has not previously disclosed the existence of a disability. At any time after a reasonable accommodation request is made, the employee and/or his supervisor (or other involved party) may contact the Reasonable Accommodation Coordinator to obtain information regarding the reasonable accommodation process. To request accommodation, an individual may use "plain English" and need not mention the phrase "reasonable accommodation." A family member, friend, health professional, or other representative may request a reasonable accommodation on behalf of an individual with a disability. An individual with a disability should request a reasonable accommodation when s/he knows that there is a workplace barrier that is preventing him/her, due to a disability, from effectively competing for a position, performing a job, or gaining equal access to a benefit of employment. As a practical matter, it may be in an employee's interest to request a reasonable accommodation before performance suffers or conduct problems occur.

A request for reasonable accommodation is the first step in the interactive process between the individual and the employer to clarify what the individual needs and identify the appropriate reasonable accommodation. The employer may ask the individual relevant questions that will enable it to make an informed decision about the request. This includes asking what type of reasonable accommodation is needed. The exact nature of the dialogue will vary.

SECTION 2

The EMPLOYER recognizes its obligation under applicable law and FDIC directives to provide reasonable accommodations for employees who are qualified individuals with disabilities.

A. An individual with a disability is defined as an individual who:

1. has a physical or mental impairment that substantially limits one or more of the major life activities of such individual;

2. has a record of such impairment; or

3. is regarded as having such an impairment.

B. A qualified individual with a disability means an employee with a disability who:

1. satisfies the requisite skill, experience, education and other job-related requirements of the employment position such employee holds or desires; and

2. can perform the essential functions of the position with or without reasonable accommodation.

C. Reasonable accommodation includes but is not limited to:

1. making existing facilities used by employees readily accessible to and usable by individuals with disabilities;

2. job restructuring, part-time or modified work schedules;

3. reassignment to a vacant position;

4. acquisition or modifications of equipment or devices, appropriate adjustment or modifications of examinations, training materials, or policies;

5. the provision of qualified readers or interpreters; and

6. other similar accommodations for individuals with disabilities.

SECTION 3

A. The EMPLOYER shall fairly and objectively consider the transfer of any employees with diagnosed mental or emotional problems, such as clinical depression, caused by or aggravated by their work situation or environment, accompanied by physician certification of such a condition. Short of transfer,

other accommodations can include reduced hours, fewer stressful duties, should also be considered.

ARTICLE 38
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1

This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Employee Assistance Program Policy Circular 2821.1, as well as with law, rule and regulation. During the life of the Agreement either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

The EMPLOYER will offer an Employee Assistance Program (EAP) to help employees effectively address and overcome problems such as alcohol and drug abuse, work and family pressures, and job stress, which can adversely affect performance, conduct, reliability, and personal health.

When using EAP services, an employee's privacy is protected by confidentiality laws and regulations and by professional ethical standards for counselors. Consistent with these laws, regulations, and standards, the details of an employee's discussions with a counselor may not be released to anyone, including the EMPLOYER, without the employee's written consent.

SECTION 2

The EAP focuses on those problems which cause poor attendance and/or less than satisfactory performance on the job and is designed to assist employees with emotional and behavioral problems to find treatment in the community and to continue working. As a result, the program's goal is to rehabilitate the employee and improve performance or conduct, not to harm or remove the employee.

SECTION 3

A. It shall be the responsibility of all employees to comply with the provisions of Circular 2821.1. An employee having a problem covered by the program shall be assured that a request for counseling, diagnosis or treatment will not jeopardize his or her job rights or security and that confidential handling of that employee's diagnosis and treatment of these problems is assured.

B. It is agreed, however, that if an employee does not choose to participate in the program or, once participating does not show improvement in job performance and/or conduct, corrective action may be warranted.

SECTION 4

The employee will request approval from his or her supervisor to meet with an EAP counselor during duty time. Generally, the EMPLOYER will grant such requests. However, under extraordinary circumstances, the EMPLOYER may ask the employee to schedule the meeting at a different time. The EMPLOYER and any other party involved will treat requests for meetings with EAP counselors as confidential.

SECTION 5

When conducting an interview or counseling session with an employee who appears to be experiencing problems covered in this Article, the EMPLOYER should focus on the employee's work performance or conduct related problems and advise the employee regarding available counseling.

SECTION 6

During meetings with management officials held in connection with this Article, the employee may be accompanied by a UNION representative if the employee requests representation. The UNION will encourage employees to take advantage of available treatment under this program.

ARTICLE 39
RETIREMENT/RESIGNATIONS

SECTION 1

The EMPLOYER agrees that employees covered under CSRS, CSRS Offset, or FERS, and who are eligible to retire within five (5) years, shall be given an opportunity to voluntarily participate in the FDIC sponsored Pre-Retirement Planning Seminar on a space-available basis. Topics in the seminar may include, but are not limited to: Civil Service Retirement System, CSRS Offset, or Federal Employees Retirement System benefits, FDIC's and Federal benefits, Social Security qualifications, health, family adjustments, budget, legal and income tax subjects.

SECTION 2

Employees may only attend a Pre-Retirement seminar once. The frequency of programs will be determined by the number of eligible employees. The locations of programs will be determined by the EMPLOYER with consideration to the location of employees, the cost effectiveness of the site, and the internal resources required to support such programs. If not offered at the employee's official site, the EMPLOYER shall pay all travel, lodging and per diem costs to the employee. Employees shall be provided official time to participate in these programs.

SECTION 3

The EMPLOYER agrees to continue its practice of providing a Personal Benefits Statement to individual employees on an annual basis.

SECTION 4

An employee may withdraw a retirement or resignation application at any time prior to its effective date provided: (a) the withdrawal is communicated in writing to the EMPLOYER, and (b) the withdrawal would not result in administrative disruption, such as, but not limited to, commitment by the EMPLOYER to fill the position of the retiring/resigning employee to any specific person.

ARTICLE 40
MEETINGS DURING CONFERENCES

SECTION 1

A. The EMPLOYER will provide the UNION with written notification of the date(s) and location of conferences (to include Regional/Inter-Regional training conferences) to be attended by bargaining unit employees, no later than ninety calendar days of the first scheduled day of the conference, absent exigent circumstances. In exigent circumstances, the UNION will be advised as soon as possible after the conference is scheduled.

B. If the UNION wishes to hold a separate meeting with bargaining unit employees during any such conference period, the UNION must make a written request within five (5) working days of the first scheduled day of the conference. The EMPLOYER will make every effort to obtain a meeting room for a UNION meeting to be held during the time period of the conference at no charge. If there is a charge for the meeting room it will be the responsibility of the UNION. Such UNION meeting will be held during non-duty hours.

SECTION 2

A. To the extent management representatives address unit employees concerning any grievance, personnel policy, practice or other general conditions of employment (including any matter which has been or may be subject to collective bargaining, such as pay and benefits, reorganizations, or any other changes in working conditions), the UNION has a right to be represented at any conference sessions consistent with the requirements of Section 2, Article 4, (Union Rights).

B. If other groups or organizations (other than representatives of FDIC organization components performing their normal job functions, such as DOA benefit representatives) are permitted to set up booths or tables at such conferences, the UNION will also be entitled to do so at its own expense.

ARTICLE 41
PART-TIME EMPLOYMENT

SECTION 1

This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Part-time Employment Program Circular 2310.4, as well as with law, rule and regulation. During the life of the Agreement either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

SECTION 2

A. Consistent with workload, staffing and mission requirements, the EMPLOYER agrees to consider all requests from employees for part-time career employment opportunities, especially in connection with:

1. employees who are recuperating from a health related problem, or,

2. employees whose family responsibilities preclude them from working full-time, i.e., child care and care for elderly family members.

B. 1. Employees may request approval to work a part-time schedule on a temporary or on-going basis. A part-time schedule shall consist of fewer than eighty (80) hours per pay period. Part-time employees must be scheduled in pay status every pay period; however, part-time employees are not required to be scheduled to work during both weeks of a pay period. The employee shall indicate in his or her request the number of hours and days per week proposed under the part-time schedule, and the length of time he or she wants to work this schedule.

2. The employee's requested schedule shall be granted absent a significant impact on the EMPLOYER's workload, staffing and mission requirements (including consideration of the need for the employee to travel to perform his or her required duties). Examiners on part-time schedules will be subject to a normal assignment schedule and may be given non-commutable (stay-out) and examiner-in-charge assignments.

C. Part-time employment will be available at all grades, to the maximum extent feasible.

D. Part-time employment consideration for disabled employees shall be provided in accordance with Article 37, (Employees with Disabilities).

SECTION 3

Requests to work part-time or to engage in job-sharing from full-time employees may be submitted in writing and will be considered and acted upon within thirty (30) calendar days. Denials of requests for part-time employment or job-sharing from full-time employees will be discussed with the employees and, upon request, will be provided in writing with reasons for the denial.

SECTION 4

A. The EMPLOYER will not abolish any position occupied by an employee in order to make the duties of such position available to be performed on a part-time career employment basis.

B. Subsection A. does not preclude the EMPLOYER from permitting a full-time employee from voluntarily changing from a full-time to a part-time work schedule.

SECTION 5

Part-time employees are not precluded from being promoted on a noncompetitive basis within the career ladder or selected for promotion through competition, provided the employee is willing to return to full-time employment. Part-time employees are eligible for career ladder promotions, subject to applicable qualifications requirements and the ability to perform at the next higher grade.

SECTION 6

A. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment. A vacant part-time position may be offered to a full-time employee in lieu of separation by RIF, however, it is not considered "a reasonable offer" under RIF assignment rights. Further, a part-time employee will not be separated to make the position available to a full-time employee.

B. A part-time employee will receive service credit in accordance with applicable laws and regulations.

C. A part-time employee is relieved from duty without charge to leave on the designated or in-lieu-of holidays of full-time employees if that day is part of the part-time employee's regular work schedule.

D. Before an employee is assigned to a part-time position, the EMPLOYER will answer the employee's questions on the impact of this assignment on the following: retirement, Reduction-in-Force, health and life insurance, and qualifications for promotion.

ARTICLE 42
PROBATIONARY/TRIAL PERIOD EMPLOYEES

SECTION 1

In accordance with law, employees in the competitive service will serve a probationary period of one (1) year. Employees in the excepted service will serve a trial period of two (2) years, unless the employee is a preference eligible veteran pursuant to 5 U.S.C. Section 2108, in which case the trial period will be one (1) year. During the probationary or trial period, the employee's conduct and performance in fulfilling the duties of his/her position will be observed, and the employee may be separated from the Service in accordance with this Agreement, law and applicable regulations.

SECTION 2

A. During the probationary or trial period of the employee, the EMPLOYER will:

1. closely observe the employee's conduct, general character traits and performance;

2. provide guidance in regard to work related problems. When it appears that the employee's performance or conduct may be lacking, the EMPLOYER will:

a. explain what is required of the employee in the position;

b. identify areas where the employee needs improvement; and,

c. suggest ways or means for the employee to improve his or her performance or conduct; and

3. evaluate the employee's potentialities and attempt to determine whether the employee is suited for continued employment with the EMPLOYER.

B. It is the goal of the EMPLOYER to keep employees apprised of the status of their employment. Moreover, employees will be provided counseling by the EMPLOYER upon request. The counseling session will include those areas in which the employee has indicated he/she would like further guidance or knowledge.

SECTION 3

If a probationary or trial period employee is separated under the provisions of this Article, the employee's separation must be effected before the employee has completed his or her probationary/trial period.

SECTION 4

When separation during a probationary or trial period is based, in whole or part, on conduct before employment the following procedures will apply:

A. the employee will be notified in writing ten (10) workdays in advance of the proposed separation except when less than ten (10) days remains in the probationary or trial period or in emergency situations;

B. the notice will contain a detailed statement of the reasons for the proposed separation;

C. upon request, the employee shall have the right to orally reply to the notice of the proposed separation. The employee may also submit a written response and submit affidavits in support of his or her reply. The employee may be represented by the UNION in the formulation of the written reply or presentation of this oral reply. The employee, upon request, shall be provided copies or access to any documents on file which evidence the employee's misconduct;

D. the EMPLOYER will give due consideration to the employee's reply; and

E. the EMPLOYER will provide the employee with a written notice of its final decision.

SECTION 5

All notices to separate a probationary or trial period employee will contain a statement concerning the employee's right to appeal, in accordance with law and regulation, to the MSPB or the Equal Employment Opportunity Commission, as appropriate.

SECTION 6

It is recognized that removal of a probationary or trial period employee is not subject to the grievance and arbitration provisions of this Agreement in accordance with Federal law.

SECTION 7

Probationary or trial period employees may choose, up to the effective date of their termination, to submit a letter reflecting a voluntary resignation. The record will reflect a voluntary resignation. The Standard Form 50 will reflect a voluntary resignation, contain no reference to the termination and the notice of removal will be expunged from the OPF.

ARTICLE 43
POSITION CLASSIFICATION

SECTION 1

A. This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Position Management and Classification Program, Circular 2210.1, as well as with law, rule and regulation. During the life of the Agreement either party may propose changes to the underlying Circular. Such proposed changes will be negotiated to the fullest extent permitted by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.

B. The EMPLOYER agrees that the position description for each position will accurately reflect the actual duties, responsibilities and the supervisory controls pertaining to the employee filling that position.

C. The EMPLOYER agrees to prepare new position descriptions within sixty (60) calendar days but no longer than ninety (90) calendar days of assigning employees to do the work of the position in those instances where no classified position description exists which accurately describes the duties to be performed.

D. When major duties are assigned on a regular and recurring basis which are not in the current position description, the EMPLOYER agrees to revise or amend the position description generally within sixty (60) calendar days but no longer than ninety (90) calendar days.

E. In the case of new or revised position descriptions, copies will be provided to the UNION on a timely basis, generally no later than the date it is provided to the employee. Where modifications in position descriptions result in a change in personnel policies, practices, or conditions of employment, the EMPLOYER will provide the UNION with advance notice and the opportunity to bargain over all negotiable aspects of such change.

F. The phrase "other duties as assigned" relates to duties normally assigned to a position, and are of an incidental, infrequent or emergency nature, so as to make it impractical to include the duties in the narrative portion of the job description. It is understood that this Subsection does not preclude the EMPLOYER from assigning such duties as necessary to accomplish its mission in accordance with law.

SECTION 2

Consistent with Article 44 (Labor Management Relations Committee), issues concerning position descriptions may be an item on the agenda of a Labor-Management Relations Committee (LMRC). This includes significant changes in an employee's position description or in the duties and responsibilities of positions held by bargaining unit employees, as well as the adequacy and equity of local position descriptions within that local LMRC. Additionally, the UNION has the right to make recommendations concerning the adequacy and equity of local position descriptions. The EMPLOYER agrees to take the UNION's recommendations into consideration on these matters and advise the UNION as to its decisions. The UNION reserves the right to bargain over such changes to an employee's position description and over changes to the duties and responsibilities of positions held by bargaining unit employees to the full extent permitted by law.

SECTION 3

A. It is agreed that employees whose duties and responsibilities deviate substantially from those reflected in a standardized position description will seek resolution by requesting review of a position description reflecting these unique duties, or a desk audit.

B. Desk audits shall be performed upon written request of either an employee or the employee's supervisor. Normally, when requesting a desk audit, an employee is required to submit a rationale in support of his or her request. Supervisory approval and a revised description of duties and responsibilities should also accompany the request. To the extent the supervisor does not approve the employee's request within two (2) weeks, the employee may forward his or her appeal directly to the Human Resources Branch (HRB), Division of Administration. Such requests shall be submitted to the appropriate management and administrative officials in the Division of Administration, Human Resources Branch. To the maximum extent possible, desk audits shall be conducted in a timely manner, generally no more than one hundred twenty (120) days from submission of the request to the Human Resources Branch.

C. During desk audits resulting from a classification appeal the employee shall have the right to be accompanied by a UNION representative. However, should the employee choose to have a UNION representative accompany them, the EMPLOYER will be notified of such representation in advance of the meeting. A copy of the written evaluation statement resulting from the desk audit shall be furnished to the employee upon completion. The employee has the right to make written comments which shall be attached and forwarded with the final evaluation statement.

SECTION 4

The EMPLOYER agrees that during the pendency of a desk audit or classification appeal, work that may effect final classification of the position will not be reassigned for a reasonable period of time. This does not apply during any period of reorganization and downsizing which are beyond the control of the employing office or division.

SECTION 5

Employees may grieve reductions in grade or pay actions that result from classification decisions, but not the classification decision itself.

SECTION 6

To the maximum extent possible, employees' skills will be utilized within their job classification. To the maximum extent possible, work will be distributed equitably among personnel within job classifications.

SECTION 7

The assignment of work will be made in order to meet the legitimate goals of the EMPLOYER and not for purposes of causing advantage or disadvantage to any employee.

ARTICLE 44
REGIONAL/HEADQUARTERS LABOR-MANAGEMENT RELATIONS COMMITTEES (LMRC)

SECTION 1

The EMPLOYER and the UNION recognize that a successful labor-management program can only be achieved by an ongoing exchange of information and discussion of matters of mutual concern in the areas of personnel policies and practices and other matters affecting working conditions of employees. For these reasons, the EMPLOYER and the UNION agree to the creation of a Labor-Management Relations Committee (LMRC) whose duties are set out in this Article.

While the scope of discussions and effect of this Committee will be in relation to the cooperation and good faith of the Parties, problems of concern which are expected to be discussed in this Committee include: the interpretation and application of rules, regulations and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee/supervisory relationships; the promotion of education and training; the betterment of employee working conditions; and the strengthening of employee morale.

There will be one LMRC at Headquarters and one LMRC in each region (e.g., the LMRC for the New York Region includes the Boston Area; the LMRC for the Dallas Region includes the Memphis Area and the Temporary Satellite Offices).

The operation of this Committee in each Region and in Headquarters shall be as follows:

A. The EMPLOYER and the UNION shall each select up to four (4) FDIC employees to participate in the Committee meetings. Regions that have multiple NTEU chapters may add two (2) additional employees for both the EMPLOYER and the UNION. NTEU staff representatives may also attend. It is understood that participation of additional employees may occasionally be desirable and may be mutually agreed upon by the Parties.

B. The Committee shall meet at least two (2) times per year, at the Regional Office/Headquarters Office. Fewer meetings may be held if mutually agreed to by the Parties. Upon mutual agreement by the Parties, additional meetings may be scheduled and such meetings will be scheduled as promptly as possible, usually within no more than fifteen (15) work days after mutual agreement is reached. Minutes, proceedings and arrangements for the meetings shall be the responsibility of the EMPLOYER. Copies of minutes will be furnished to the UNION for approval prior to distribution to the participants.

C. The Parties agree that full attendance at meetings is desirable, but that work requirements may necessitate proceeding with the meetings with less than all members present. Those UNION members who have indicated they will attend the LMRC meeting will be provided a reasonable amount of time to travel to the LMRC meeting. However, such time must be approved in advance by the employee's supervisor. All official time spent for travel, preparation and attendance at an LMRC meeting by UNION representatives will be appropriately coded by the representative on the time and attendance system of records. If UNION representatives travel to the meeting site in advance in order to participate in preparation for the meeting, the UNION will be responsible for any additional lodging and per diem expenses incurred as a result of this earlier travel.

D. Agenda items shall be submitted by both Parties ten (10) work days in advance of each meeting. Such agenda items must concern local issues only. The EMPLOYER shall submit a final agenda to all Committee members prior to the meeting. Only those items included on the agenda shall be discussed at the meeting, unless mutually agreed upon by the Parties.

E. The Parties agree that these meetings shall provide a forum for the ongoing exchange of information and discussion of matters of concern or interest to them at the local level in the areas of personnel policies and practices and other matters affecting working conditions of employees in the bargaining unit.

F. Both Parties agree that individual grievances, EEO complaints, personnel litigation, and matters being negotiated at the national level of the Corporation may not be discussed at these Committee meetings.

The operation of this Committee is not intended to substitute for the day-to-day relationship between the Parties. This Committee is intended to be the focal point and vehicle by which the ongoing local concerns of the Parties may be addressed.

ARTICLE 45
DISCIPLINARY ACTIONS

SECTION 1

A. Disciplinary actions will be taken for such cause as will promote the efficiency of the service.

B. For the purpose of this Agreement, a disciplinary action is defined as a written letter of admonishment, reprimand, or a suspension of fourteen (14) calendar days or less.

C. In no case may a letter which does not support a SF-50 be placed in an employee's Official Personnel Folder before the conclusion of any arbitration appeal filing period or the arbitration appeal is decided. If a disciplinary action is canceled, all documentation relative to the action will be destroyed, with confirmation of said action sent to the employee.

SECTION 2

The Parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than to punish. However, each situation warranting discipline must be evaluated individually and, in instances involving serious offenses, progressive discipline may not be appropriate. Prior to deciding what disciplinary action is a proper response to the incident or act, the EMPLOYER will consider the following factors:

A. The degree of harm or interference that the act has caused;

B. The seriousness of the act in terms of the employee's position and assignment in the Corporation;

C. Except in unusual cases which warrant severe penalties, whether the penalty is fair, equitable and no more severe than that which sincere judgment indicates is required to correct the attitude or conduct of the employee or to correct the situation;

D. Any past corrective action; and

E. Any mitigating circumstances.

For the purposes of a suspension the EMPLOYER will consider the factors set forth in Douglas v. Veterans Administration, 5 MSPB 313 (1981).

SECTION 3

Any and all documents or any other evidence upon which a disciplinary action is based will be made available to the affected employee and his/her designated representative. This provision in no way limits the UNION's right to request information under 5 U.S.C. Section 7114.

SECTION 4

A. The employee has a right to UNION representation at any examination of them by the EMPLOYER in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee so requests representation.

B. The provisions of Section 7, Article 3, (EMPLOYEE RIGHTS), apply to examinations under this Article.

C. Where the EMPLOYER has relied on witnesses to support the reasons for a disciplinary action to the extent any written statements were taken, they shall be made a part of the file which is provided to the employee and his/her representative.

SECTION 5

The EMPLOYER and the UNION encourage the use of alternative approaches to traditional disciplinary actions, when appropriate. The goal of such an approach is to positively change an employee's conduct by offering an alternative means of correcting such conduct.

SECTION 6

A When the EMPLOYER finds it necessary to issue a letter of admonishment or reprimand:

1. The EMPLOYER will hand-deliver the letter to the employee, unless the employee is in an extended non-duty status, then the EMPLOYER will mail the letter to the employee's address of record. If a meeting is held to deliver the letter, the employee will be entitled to UNION representation.

2. The letter will include the specific reasons for the action, the retention period in the Official Personnel Folder, the employee's right to reply and the time limits for same, and the employee's right to and time limit for filing a grievance. The employee shall also be provided with any and all documentation or other evidence upon which the action is based.

3. The employee and his or her representative will be given five (5) workdays after actual receipt of the letter in which to reply in writing to charges in the letter. An employee's timely written reply will be attached to the official copy and filed in the Official Personnel Folder. The employee shall have a reasonable amount of official time (generally not to exceed four (4) hours) to prepare this reply.

4. The employee will be given twenty (20) workdays from the date of receipt of the letter to file a grievance in accordance with the negotiated grievance procedure contained in this Agreement.

B. When a suspension of fourteen (14) calendar days or less is taken, the following procedure will apply except in emergency situations:

1. The employee will be given at least ten (10) workdays advance notice of the proposed suspension; the notice will state specifically why the suspension is being proposed, the employee's right to reply and the time limits for same. The employee shall also be provided with any and all documentation or other evidence upon which the proposed action is based.

2. In cases where a suspension is proposed for reasons of off-duty misconduct, the EMPLOYER's written notification will also contain a statement of the nexus between the off-duty-misconduct and the efficiency of the service. If the EMPLOYER elects to change the stated nexus prior to issuing a final decision letter, the employee will be informed of such changes or modifications in writing and be given an opportunity to respond prior to final EMPLOYER action.

3. An employee has the right to make an oral and/or written reply within ten (10) workdays of the employee's actual receipt of the letter of proposed action. Prior to the expiration of the ten (10) workdays, the employee shall have a reasonable amount of official time to make the oral and/or written reply. The employee may make any representation he or she believes might sway the final decision in the matter. If the employee elects to make an oral reply, the oral reply will be made to the deciding official. The employee may submit a written outline of the points covered upon conclusion of the oral reply. A verbatim transcript will be made of the oral reply and the EMPLOYER will provide a copy to the employee or his or her UNION representative. The UNION will provide written corrections within three workdays of receipt. The EMPLOYER will pay all the travel and per diem expenses of the employee.

4. The final decision in any sustained suspension will normally be made by a higher level management official than the official who issued the notice of proposed action. The final decision letter will be issued prior to the

beginning date of the suspension, and shall contain the EMPLOYER's findings with respect to each reason and specification made against the employee in the notice of proposed action, and the dates of the suspension. The final decision will contain a statement of the employee's right to file a grievance as stated in the negotiated grievance procedure contained in this Agreement.

5. Once a final decision has been issued by the EMPLOYER, the UNION shall have the right to interview witnesses or other parties providing statements, or other evidence relied upon or considered by the EMPLOYER.

SECTION 7

At the option of the employee or the union, a grievance filed under the provisions of this Article may bypass Step One of the negotiated grievance procedure, and be filed directly at Step Two.

SECTION 8

In deciding what action may be appropriate, the EMPLOYER will give due consideration to the relevance of any mitigating and/or aggravating circumstances as set forth in this Article and prevailing law.

SECTION 9

Letters of reprimand (LOR) will be removed from an employee's Official Personnel Folder (OPF) no later than two (2) years from the date of issuance. Letters of admonishment (LOA) will be removed from an employee's Official Personnel Folder (OPF) no later than (1) year from the date of issuance. Upon request from an employee, the EMPLOYER will provide confirmation that the Letter has been removed from the employee's OPF. All references in the OPF and the supervisor's file will be destroyed. Such actions may not thereafter be relied upon or used as evidence for progressive discipline unless, prior to the removal of the LOA or LOR from an employee's OPF, the FDIC relies on them to support a subsequent action.

SECTION 10

Counseling letters and warning letters are not disciplinary actions. Employees may respond in writing to a counseling letter or warning letter, and such response will be attached to the counseling/warning letter in all of the EMPLOYER'S files containing the letter. Counseling letters and warning letters will normally be removed from the EMPLOYER'S files no later than one year from the date of issuance absent a legitimate administrative need (e.g., ongoing corrective efforts or litigation that is pending or reasonably anticipated). Upon request from an employee, the EMPLOYER will provide

confirmation that the letter has been removed from the EMPLOYER'S files. All references in the supervisor's file will be destroyed. As counseling letters and warning letters are not disciplinary actions, they may not be used as evidence for progressive discipline.

ARTICLE 46
ADVERSE ACTIONS

SECTION 1

A. An adverse action, for the purpose of this Article, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, a reduction in pay, based on performance and/or conduct and a furlough of thirty (30) calendar days or less of an employee.

B. Adverse actions will be taken only for such cause as will promote the efficiency of the service.

C. If an adverse action is canceled, all documentation relative to that action will be destroyed, with confirmation of such action sent to the employee.

SECTION 2

The Parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than to punish. However, each situation warranting discipline must be evaluated individually and, in instances involving serious offenses, progressive discipline may not be appropriate. Prior to deciding what adverse action is a proper response to the incident or act, the EMPLOYER will, subject to applicable law, rule, and regulation, consider the factors required to be considered by the Merit Systems Protection Board. At the time of this Agreement, those factors are articulated in Douglas v. Veterans Administration, 5 MSPB 313 (1981) as follows:

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;

2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;

3. The employee's past disciplinary record;

4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties;

6. The consistency of the penalty with those imposed upon other employees for the same or similar offenses;

7. The consistency of the penalty with any applicable agency table of penalties;

8. The notoriety of the offense or its impact upon the reputation of the agency;

9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

10. The potential for the employee's rehabilitation;

11. The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

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

SECTION 3

Any and all documents or any other evidence upon which an adverse action is based will be made available to the affected employee and his/her designated representative. This provision in no way limits the UNION's right to request information under 5 U.S.C. Section 7114.

SECTION 4

A. When the EMPLOYER finds it necessary to issue an adverse action letter the EMPLOYER will hand-deliver the letter to the employee, unless the employee is in an extended non-duty status then the EMPLOYER will mail the letter to the employee's address of record. If a meeting is held to deliver the letter, the employee will be entitled to UNION representation.

B. The employee has a right to UNION representation at any examination of them by the EMPLOYER, in connection with an investigation, if the employee reasonably believes that the examination may result, in adverse action against the employee and the employee so requests representation.

C. The provisions of Section 7, Article 3, (Employee Rights), apply to examinations, under this Article.

D. Where the EMPLOYER has relied on witnesses to support the reasons for an adverse action to the extent any written statements were taken, they shall be

made a part of the file which is provided to the employee and his/her representative.

SECTION 5

A. In all cases of proposed adverse action, except for emergency suspensions and actions taken in which there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given written notice stating the specific reasons for the proposed action thirty (30) calendar days in advance of the action and informed of their right to reply to the proposed action. The employee shall also be provided with any and all documentation or other evidence upon which the proposed action is based.

B. In cases where an adverse action is proposed for reasons of off-duty misconduct, the EMPLOYER's written notification will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. If the EMPLOYER elects to change the stated nexus prior to issuing a final decision letter, the employee will be informed of such changes or modifications in writing and be given an opportunity to respond prior to final EMPLOYER action.

C. An employee has the right to make an oral and/or written reply within ten (10) workdays of the employee's actual receipt of the letter of proposed action. The employee may make any representation he or she believes might sway the final decision in the matter. If the employee elects to make an oral reply, the EMPLOYER will prepare a verbatim transcript of the oral reply and will provide a copy to the employee or his or her UNION representative. The UNION will provide written corrections within three (3) days of receipt. The transcript may be prepared from a tape recording of the proceedings.

D. The final decision in any sustained adverse action will normally be made by a higher level management official than the official who issued the notice of proposed action. The final decision letter shall contain the EMPLOYER's findings with respect to each reason and specification made against the employee in the notice of proposed action. The final decision will contain a statement of the employee's right to appeal an adverse decision to either the Merit Systems Protection Board, Equal Employment Opportunity Commission, the Office of Special Counsel, or to binding arbitration.

E. Once a final decision has been issued by the EMPLOYER, the UNION shall have the right to interview witnesses or other parties providing statements, or other evidence relied upon or considered by the EMPLOYER.

SECTION 6

A. The Parties recognize that the terms of this section apply to actions based on charges of unacceptable performance. It is further recognized that, in taking an action based on demonstrated unacceptable performance, the EMPLOYER, as in all adverse actions, will avoid disparate treatment of employees.

B. When the EMPLOYER determines that the employee's performance is unacceptable, the EMPLOYER will give the employee a performance improvement plan which provides the employee with a reasonable opportunity to improve his or her performance. The terms of the plan will be in writing and will:

1. Identify specifically where the employee's performance is unacceptable.

2. Provide specific examples of how the employee's performance is unacceptable.

3. Specify what the employee must do in order to bring performance up to an acceptable level.

4. State specifically what actions the EMPLOYER will take to assist the employee in improving his or her performance.

5. Allow a reasonable time (normally at least sixty (60) to ninety (90) calendar days) for the employee to bring performance up to an acceptable level before any further action is taken.

C. When adverse action is proposed, the EMPLOYER will rely on employee performance which occurred one (1) calendar year or less prior to the date on which the employee received the thirty (30) day advance notice letter, only after the employee has demonstrated unacceptable performance during the opportunity period. The employee is required to maintain performance that is at the Accomplished Practitioner level on his or her job standards for a period of one year from the commencement of the performance improvement plan. Failure to do so may result in action being taken to remove the employee from his/her position without providing another performance improvement opportunity period. If the employee maintains a performance level at the Accomplished Practitioner level on his or her job standards for the period of one year from the commencement of the performance improvement plan, but then his/her performance becomes unacceptable again, the employee will be placed on another performance improvement plan.

SECTION 7

A. The UNION may appeal a final agency decision directly to arbitration in accordance with Article 48 (Arbitration) of this Agreement.

B. The burden of proof in any arbitration contesting an adverse action will be on the EMPLOYER and be by a preponderance of evidence.

ARTICLE 47
GRIEVANCE PROCEDURE

SECTION 1

A. A grievance means any complaint --

1. by any employee concerning any matter relating to the employment of that employee;

2. by the UNION concerning any matter relating to the employment of any employees in the bargaining unit;

3. by any employee, the UNION, or the EMPLOYER concerning:

   a. the effect of interpretation, or claim of breach, of this Agreement; or

   b. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

4. except that the following matters are not grievable and therefore this Article shall not apply with respect to:

   a. any claimed violation relating to prohibited political activities;

   b. retirement, life insurance or health insurance;

   c. a suspension or removal in the interest of National security;

   d. any examination, certification or appointment;

   e. the classification of any position which does not result in the reduction in grade or pay of any employee;

   f. filling of supervisory positions or other positions outside the bargaining unit;

   g. a preliminary warning or a proposal of an action which, if effected, would be covered under this procedure or under a statutory appeals procedure;

   h. the mere expiration of appointments of term employees and the separation of probationary or trial period employees.

i. an appeal by an employee of a RIF action.

B. Grievances may be initiated by employees, singly or jointly, by the UNION for itself, by the UNION on behalf of one or more employees, or by the EMPLOYER.

C. This grievance procedure shall be the exclusive procedure available to the Parties and the employees for resolving a grievance, except as provided in Subsections 1.D. and E. of this Article; provided, however, that if an alleged grievance also constitutes an alleged unfair labor practice, the aggrieved Party has the option to seek redress under this Article or under the unfair labor practice procedure, but not both.

D. A grievance involving an adverse or unacceptable performance action is defined as removal, suspension for more than fourteen (14) calendar days, reduction in grade, reduction in pay, or furlough of thirty (30) calendar days or less. Such a grievance may be raised either under the appropriate appellate procedure or under this negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his or her option at such time as he or she timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with the provisions of Section 3 of this Article, whichever event occurs first.

A grievance involving discrimination based upon race, color, religion, sex, national origin, age, handicapping condition, marital status or political affiliation may, in the discretion of the aggrieved employee, be raised either under the appropriate statutory appeal procedure or under this negotiated grievance procedure, but not both. Pursuant to 5 U.S.C. Section 7121(d), an employee shall be deemed to have exercised his or her option to raise a matter either under the applicable appellate procedure or under this negotiated grievance procedure at such time as the employee timely files a formal complaint of discrimination or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

E. A grievance involving all issues concerning travel and relocation (General Travel Regulations (GTR); Travel Card Program (TCP); and Frequent Traveler Lodging Stipend Program (FTLSP)) must be raised under this section of the negotiated grievance procedure. However, grievances filed over disciplinary actions related to the abuse or misuse of any travel-related program, or the non-payment of amounts due, must be filed under Section 6, Article 45, (Disciplinary Actions), or Article 46, (Adverse Actions). Similarly, a challenge to any adverse action based on a violation of a travel-related program must be processed under the procedures contained in Article 46, (Adverse Actions). The employee must file such grievance within twenty (20) workdays after receipt of the notification from the Chief, Employee Services Section, Division of Finance (DOF) of a final determination covering a claim or a policy interpretation. The grievance must be filed with the Director, DOF who will be considered the Step Three official (there

is no Step One or Step Two in this procedure). The grievance must be in writing and present the name(s) of the grieving employee(s). In addition, the grievant must present an account of the incident giving rise to the grievance, reference the appropriate contractual provision, law, rule, regulation or policy alleged to have been violated, and a statement of the remedy sought. The Director, DOF or designee will issue a final decision within ten (10) workdays after receipt of the grievance. If the grievant is not satisfied with the Step Three decision, the matter may be referred to arbitration by the UNION in accordance with the provisions of Article 48, (Arbitration). The referral to arbitration must be made within twenty (20) workdays after receipt of the written decision of the Director, DOF or designee.

SECTION 2

A. It is understood that an employee processing a grievance under this Article shall be limited to UNION representation, self-representation, or a representative approved by the UNION. If an employee presents a grievance without UNION representation, the UNION will be given the opportunity to be present at all formal discussions of the grievance and at the adjustment of the grievance. To the maximum extent possible the UNION will be given reasonable advance notice of such meetings.

B. An employee will be given a reasonable amount of official time as provided in Article 9, (Official Time), of this Agreement to prepare and present a grievance or appeal, including attendance at meetings with the EMPLOYER. The employee must seek the consent, in writing, of his or her supervisor to use a reasonable amount of official time by using Form 2200/07, Appendix G. If the official time is denied for any reason the supervisors will inform the employee of alternate dates when they can be granted official time to meet with the UNION.

SECTION 3

The following is the procedure for handling a grievance involving an adverse or unacceptable performance action.

An employee who receives a notice of final action regarding an adverse action (see Section 1.D. of this Article) has thirty (30) calendar days beginning with the day after the effective date of the action to appeal the action to the Merit Systems Protection Board. If the employee decides to seek recourse through this negotiated grievance procedure and the UNION decides to invoke arbitration, notice of a decision to seek arbitration must be served upon the EMPLOYER within twenty (20) workdays beginning with the day after the effective date of the action.

SECTION 4

Employees, designated representatives and employee witnesses will be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal arising out of their initiation or participation in the resolution of a grievance.

SECTION 5

The following is the procedure for handling a grievance relating to all other grievable matters presented by, or on behalf of, an employee or group of employees.

A grievance as defined in Subsections 1.A. and 1.E. of this Article shall be processed as follows:

A. STEP ONE

1. The employee must present a written grievance to his or her immediate supervisor within twenty (20) working days from the date of the action giving rise to the grievance or twenty (20) working days after the employee becomes aware of the action.

2. If, because of the nature of the grievance, either the UNION or the EMPLOYER believes the immediate supervisor is not the appropriate Step One official, that party may contact the Labor and Employee Relations Section to discuss whether the immediate supervisor should hear the grievance. LERS will then consult with the appropriate official and designate the Step One official.

3. Every grievance filed pursuant to this Article must be in writing and present the name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the UNION. In addition, the grievant must present an account of the incident giving rise to the grievance, reference the appropriate contractual provision, law, rule, regulation or policy alleged to have been violated, and a statement of the remedy sought. The EMPLOYER agrees it will not dispose of the grievance solely because of an incorrect citation.

4. a. The Step One official shall meet with the grievant and a UNION representative within ten (10) working days after the receipt of the grievance for the purpose of discussing the grievance unless it is mutually agreed that the meeting be waived. If the Step One official is not located at the grievant's work site, the meeting will be conducted via video conference or by telephone.

b. The Step One official will issue a written decision to the grievant, with a copy to the UNION representative, within ten (10) working days after the date of the meeting or the date on which the meeting was waived.

B. STEP TWO

1. If the grievant is not satisfied with the Step One decision, the grievant may appeal the grievance in writing to the Step Two Official, or designee within ten (10) working days after receipt of the Step One decision.

2. The written appeal shall include a copy of the original grievance filed and a copy of the Step One official's decision. Unless mutually waived, the Step Two official or designee shall meet with the grievant and UNION representative (no more than one) within ten (10) working days after receipt of the appeal. If the Step Two official is not located at the grievant's work site, the meeting will be conducted by telephone. The Step Two official shall issue a written decision to the grievant with a copy to a designated UNION representative within ten (10) working days after the meeting or within ten (10) working days after receipt of the appeal if no meeting is held.

C. STEP THREE

1. If the grievant is not satisfied with the Step Two decision, the grievant may appeal the grievance in writing to the appropriate Division/Office Director or designee in Headquarters within ten (10) working days after receipt of the Step Two decision.

2. The written appeal shall include a copy of the original grievance and Step Two appeal filed, and a copy of the Step One and Step Two officials' decisions (if provided).

3. The Step Three official or designee shall meet with the grievant and no more than two (2) UNION representatives within ten (10) workdays after receipt of the written appeal unless the meeting is mutually waived by the Parties. If the Step Three official is not located at the grievant's worksite, the meeting will be conducted by telephone.

4. The Step Three official shall issue a written decision to the grievant with a copy to the designated UNION representative within ten (10) working days after the meeting or within ten (10) working days after the receipt of the appeal if no meeting is held.

D. STEP FOUR (optional)

1. If the UNION is not satisfied with the Step Three decision it may at its option, appeal the grievance in writing to the Chairman or designee within ten (10) working days after receipt of the written decision of the Division Director/designee or communication of the mediator at Step Three.

2. This Step of the grievance procedure is not available to those who are self-represented.

3. The written appeal should include a copy of the original grievance, the Step Two and Three appeals filed and a copy of the Step One, Two and Three officials' decisions.

4. The Chairman or designee shall issue a written decision to the grievant with a copy to the designated UNION representative within ten (10) working days of the receipt of the appeal.

E. STEP FIVE

1. If the grievant is not satisfied with the Step Three or Four decision (whichever is applicable), the matter may be referred to arbitration by the UNION in accordance with the provisions of Article 48, (Arbitration). The referral to arbitration must be made within twenty (20) workdays after receipt of the written decision of the Division Director or designee (or, if timely elevated to Step Four by the UNION, within twenty (20) workdays after receipt of the decision at Step Four).

2. The EMPLOYER shall provide the UNION with a listing of the names, titles, addresses, and telephone numbers of each management official referenced in this grievance procedure upon execution of this Agreement.

3. Grievances involving a group or groups of employees within a work unit (such as an office or division) may be filed directly at Step Two of this grievance procedure with the appropriate management official. Grievances involving a group or groups of employees in more than one (1) work office or division may be filed directly at Step Three of this grievance procedure with the appropriate management official.

4. All decisions at each Step of the grievance procedure shall be delivered to the grieving employee, and his or her designated representative.

SECTION 6

A. All time limits referred to in this Article, except those referring to arbitration, may be extended by mutual consent of the Parties prior to the expiration of such time limits.

B. Failure of the EMPLOYER to observe the time limits where no extension has been agreed to shall entitle the grievant to advance the grievance to the next Step.

C. Failure of the grievant to observe the time limits contained in this procedure where no extension has been granted, will result in termination of the grievance unless the EMPLOYER has failed to respond timely at that Step of the grievance process for the particular grievance in question.

SECTION 7

A. All grievance step meetings will provide the employee with an opportunity to present his or her case or position in discussions of the grievance with the management representatives. Upon advance written request, the grievant and/or the Union may produce available witnesses who have relevant information on the matter at issue at a grievance meeting. By agreement of the Parties, any of the meetings in this Section may be conducted by Video Teleconference (VTC) or by conference call.

B. When two (2) or more employees file individual grievances involving the same facts, events and the same issues arising out of the same incident or a mass grievance, the grievances shall be consolidated and processed through the grievance and arbitration procedure together.

C. All grievants and employee representatives required to travel to locations when meeting with EMPLOYER officials pursuant to this procedure shall be on official time and shall be paid travel and per diem expenses by the EMPLOYER in accordance with this Agreement.

SECTION 8

A. If the EMPLOYER alleges that a grievance is not grievable and/or is not arbitrable the EMPLOYER shall notify the UNION in writing, stating all the reasons for such determination.

B. When the EMPLOYER alleges an issue to be non-grievable or non-arbitrable, the UNION will have ten (10) working days to amend and re-file the grievance, if it wishes. It will be resubmitted at the level at which the issue was raised and proceed as a normal grievance.

C. Questions that cannot be resolved by the Parties as to whether a grievance is on a matter subject to the negotiated grievance procedure or arbitration shall be resolved by submitting the issue to the arbitrator assigned the full case.

D. If a question of grievability is raised, the grievance shall proceed through the grievance procedure with the question of grievability joined to the grievance.

SECTION 9

In lieu of the step-by-step procedure set out in Section 5 of this Article, the UNION may submit a written grievance to the EMPLOYER when it alleges that the EMPLOYER has violated terms and conditions specifically granted to the UNION by statute or under this Agreement. Such a grievance must be submitted in writing to the Chief, Labor and Employee Relations, Human Resources Branch, Division of Administration, within twenty (20) workdays after the occurrence of the act which gave rise to the grievance or twenty (20) workdays after the UNION became aware of the action. Upon receipt of the grievance, the UNION and EMPLOYER representative (no more than two representatives for each Party unless mutually agreed otherwise) shall meet within ten (10) workdays to discuss the grievance. A written decision will be issued to the UNION within ten (10) workdays after the meeting. If the UNION is not satisfied with the decision, it may appeal the decision to arbitration in accordance with the provisions of Article 48 (Arbitration), such appeal to be made within twenty (20) working days after receipt of the written decision.

SECTION 10

When EMPLOYER grievances arise, they will be submitted in writing to the NTEU Chapter President. Such a grievance must be submitted in writing to the Chapter President within twenty (20) workdays after the occurrence of the act which gave rise to the grievance or twenty (20) workdays after the EMPLOYER became aware of the action. The management official who filed the grievance, or designee, will meet within ten (10) workdays with the Chapter President or designee, and/or National NTEU representative to assure that all pertinent facts are made available. The Chapter President or designee will provide a written decision to the management official or designee within ten (10) workdays after the date of the meeting. If the grievance is not settled by this method, the matter may be referred to arbitration by the EMPLOYER. The decision to seek arbitration shall be made within twenty-one (21) calendar days after receipt of the written decision. A letter invoking the grievance for arbitration must be served on the UNION's National President within twenty (20) workdays of the written decision.

SECTION 11

In connection with potential or actual grievances, the EMPLOYER will respond to the UNION'S requests for information submitted pursuant to 5 U.S.C. Section 7114(b)(4) within a reasonable period of time.

ARTICLE 48
ARBITRATION

SECTION 1

A. Upon written notification by either the EMPLOYER or the UNION, any unresolved grievance processed under Article 47, (Grievance Procedure), may be appealed to binding arbitration.

B. Such appeals must be hand-delivered or sent by certified mail to the regional National Counsel, NTEU or the Chief, Labor and Employee Relations Section, Division of Administration, 3501 Fairfax Drive, Arlington, VA 22226. Any appeal to arbitration must be made within the time limits set out in Sections 3, 5, and 9 of Article 47, (Grievance Procedure). In order to expedite the arbitrator selection procedures outlined in Section 2, below, a courtesy copy of the invocation will be provided (by fax or e-mail) to the Senior Counsel, FDIC, Legal Division, Labor and Employment Law Section, 3501 Fairfax Drive, Arlington, VA 22226 Washington D.C.(fax (703) 562-2468).

SECTION 2

The procedure for selecting an arbitrator for grievances arising under this Agreement is set forth below.

The EMPLOYER and the UNION have established permanent panels of arbitrators to hear disputes brought under this procedure.

A. Arbitration Panels have been established for Headquarters and for each of the Regions. Each panel has a minimum of three (3) arbitrators. Panels may contain more than three names upon mutual agreement of the Parties. Cases will be assigned to arbitrators on the appropriate panel on a rotating basis, in alphabetical order, absent mutual agreement.

B. The names of the arbitrators were included in a separate Memorandum of Understanding between the Parties. If the Parties are required to select replacement arbitrators for the panels, the following procedures apply. The Parties will first informally discuss the possible replacement arbitrator in an attempt to agree on which arbitrator shall become a member of the panel. Absent agreement, the Parties will obtain a list of experienced Federal sector labor arbitrators in the relevant regional area from the Federal Mediation and Conciliation Service or any other mutually agreeable source; the cost of any list will be shared equally by the Parties. The Parties shall each strike a name from each list until the agreed-upon number of arbitrators for each panel remains; a coin toss determining which party shall strike first.

C. Either party may unilaterally remove one arbitrator from each panel during each twelve (12) month period of this Agreement by giving notice to the other party and the arbitrator during the first month of any calendar year. Upon receipt of that notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned. Upon removal of an arbitrator from any panel, the Parties will move expeditiously to name a replacement. The Parties will use the procedures listed to select any replacement arbitrator.

D. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall present a separate submission, with a copy to the other Party, and the arbitrator shall determine the issue(s) to be heard.

E. Within six (6) months of the date of invocation of arbitration, the party which has referred the grievance to arbitration must 1) contact the assigned arbitrator, 2) secure a list of available hearing dates and, 3) schedule a hearing date(s). If these three requirements have not been met within six months of the date of invocation, the grievance may be declared null and void by the nonmoving party. However, the grievance may not be declared null and void if, during the six (6) month period, the moving party has obtained at least three (3) potential hearing dates from the arbitrator and offered those dates to the non-moving party. The hearing itself need not occur during the six (6) month period.

SECTION 3

A. The arbitrator's fees and expenses, if any, shall be borne equally by the Parties, unless otherwise stated in this Agreement. It is understood that any per diem costs of the arbitrator are governed by the applicable rules and regulations. The arbitration hearing will be held at a mutually agreed upon location, normally on the EMPLOYER's premises, during regular hours of the basic workweek.

B. The grievant(s), the grievant's Chapter representative (one employee) and all employees who are called by the arbitrator as witnesses, and who are on active duty status, shall be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay. If an employee must be excused from duty, the amount of time necessary to testify shall be granted in accordance with Article 9, (Official Time), of this Agreement.

C. A verbatim transcript of the arbitration proceedings shall be made unless the Parties mutually agree that one is not needed. The cost of the transcript will be shared equally by the Parties.

D. Either Party may file an exception to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority except that exceptions to an arbitrator's award in connection with a grievance filed under Section 1.D., Article 47, (Grievance Procedure), shall be handled in accordance

with the requirements of 5 U.S.C. Section 7121(f). A copy of such exception shall be provided concurrently to the other Party.

E. An arbitrator has the authority to award reasonable attorney fees in accordance with the standards established under 5 U.S.C. Section 5596.

SECTION 4

A. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. The arbitrator will render a decision on issues of grievability and/or arbitrability prior to addressing the merits of the original grievance. This does not preclude either party from petitioning the arbitrator to render a decision on issues of grievability and/or arbitrability prior to hearing the merits of the original grievance.

B. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The award will be limited to the issues presented at arbitration. The arbitrator's decision will be final and binding and the arbitrator will have the authority to make an aggrieved employee whole to the extent such remedy is not limited by law.

C. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him or her by the representatives of the Parties.

ARTICLE 49
EXPEDITED ARBITRATION

SECTION 1

A. At the UNION's option, any grievance over the following issues may be appealed to expedited, binding arbitration rather than the normal arbitration procedure set out in Article 48, (Arbitration), of this Agreement:

1. disciplinary actions;

2. details and reassignments;

3. denial of leave requests, and requests for official time, and work schedules issues;

4. dues withholding;

5. overtime;

6. compensatory time;

7. distribution and posting of UNION literature or other issues arising under Article 10, (UNION Access To EMPLOYER Space, Services and Bulletin Boards); or

8. travel.

B. By mutual agreement, the Parties may process any other grievable issue under this procedure.

C. The UNION has fifteen (15) working days from the date the grievant receives the decision at the final step of the Grievance Procedure to invoke expedited arbitration. It will do so by hand delivering or postmarking a certified letter to the EMPLOYER within that time limit. The letter will indicate whether or not the UNION wishes to use the expedited procedure.

SECTION 2

The procedure for selecting an arbitrator for grievances arising under this Agreement is set forth below.

The EMPLOYER and the UNION have established permanent panels of arbitrators to hear disputes brought under this procedure.

A. Arbitration Panels have been established for Headquarters and for each of the Regions. Each panel has a minimum of three (3) arbitrators. Panels may contain more than three (3) names upon mutual agreement of the Parties. Cases will be assigned to arbitrators on the appropriate panel on a rotating basis, in alphabetical order, absent mutual agreement.

B. The names of the arbitrators were included in a separate Memorandum of Understanding between the Parties. If the Parties are required to select replacement arbitrators for the panels, the following procedures apply. The Parties will first informally discuss the possible replacement arbitrator in an attempt to agree on which arbitrator shall become a member of the panel. Absent agreement, the Parties will obtain a list of experienced Federal sector labor arbitrators in the relevant regional area from the Federal Mediation and Conciliation Service or any other mutually agreeable source; the cost of any list will be shared equally by the Parties. The Parties shall each strike a name from each list until the agreed-upon number of arbitrators for each panel remains; a coin toss determining which party shall strike first.

C. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall present a separate submission, with a copy to the other Party, and the arbitrator shall determine the issue(s) to be heard.

D. Within six (6) months of the date of invocation of arbitration, the party which has referred the grievance to arbitration must 1) contact the assigned arbitrator, 2) secure a list of available hearing dates and, 3) schedule a hearing date(s). If these three requirements have not been met within six (6) months of the date of invocation, the grievance may be declared null and void by the nonmoving party. However, the grievance may not be declared null and void if, during the six (6) month period, the moving party has obtained at least three (3) potential hearing dates from the arbitrator and offered those dates to the non-moving party. The hearing itself need not occur during the six (6) month period.

E. Either party may unilaterally remove one (1) arbitrator from each panel during each twelve (12) month period of this Agreement by giving notice to the other party and the arbitrator during the first month of any calendar year. Upon receipt of the notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned. Upon removal of an arbitrator from any panel, the Parties will move expeditiously to name a replacement. The Parties will use the procedures in B. above.

SECTION 3

Upon written notice to the EMPLOYER that it is invoking this expedited arbitration procedure, the UNION will determine the next three (3) available dates of the arbitrator for a hearing date acceptable to the Parties. Within five (5) workdays of identification of such dates, the Parties will select one (1) of those dates, and the selected date shall be

the date of the hearing. In no case will the hearing be sooner than thirty (30) calendar days after the Parties selection of the hearing date.

SECTION 4

A. The hearing will be held at a mutually agreed upon location, normally on the EMPLOYER's premises during the regular hours of the basic workweek. All participants in the hearing who are employees of the FDIC shall be in duty status.

B. The arbitrator's fee and reasonable travel expenses shall be shared equally by the Parties.

SECTION 5

The following procedures will apply to the arbitration of any dispute under this procedure:

A. The hearing shall be informal and strict rules of evidence will not apply.

B. No briefs may be filed. A transcript is not required. However, if either Party requests a transcript, it will be made and the requesting Party will pay the cost. Such transcripts shall not be provided to the arbitrator unless otherwise requested.

C. At the close of the hearings, the Parties may submit copies of precedent setting case decisions. By mutual agreement, the Parties may submit memoranda outlining legal points and authorities.

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

E. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations.

F. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The award will be limited to the issue(s) presented at arbitration. The arbitrator's decision will be final and binding and the arbitrator will have the authority to make an aggrieved employee whole to the extent such remedy is not limited by law.

G. An arbitrator has the authority to award reasonable attorney fees in accordance with the standards established under 5 U.S.C. § 5596.

H. The grievant(s), the grievant's Chapter representative (one employee), and all employees who are called by the arbitrator as witnesses and who are on active duty status, shall be excused from duty to the extent necessary to prepare for

and participate in the arbitration proceedings without loss of pay. If an employee must be excused from duty, the amount of time necessary to testify shall be charged to official time.

I. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him or her by the representatives of the Parties.

ARTICLE 50
MID-CONTRACT NEGOTIATIONS

SECTION 1

A. The UNION recognizes that the EMPLOYER has the right to exercise its management rights as set forth in the Civil Service Reform Act during the life of this Agreement and, in accordance with applicable law, rule, regulation and this Agreement, to initiate changes in operational and administrative procedures and programs when the EMPLOYER determines that it is in the interest of the FDIC to do so.

B. The EMPLOYER recognizes that the UNION has the right to bargain over the procedures which the EMPLOYER will observe in exercising its management rights authority, and/or over appropriate arrangements for employees adversely affected by the exercise of the EMPLOYER's management rights and authorities. This in no way waives any of the UNION's rights to negotiate to the maximum extent allowable by law.

SECTION 2

Except in cases of emergency as provided in the Civil Service Reform Act, such as unforeseen occurrences precluding such notice, the EMPLOYER shall provide the UNION with reasonable advance notice of intended changes in personnel policies or practices or conditions of employment. Such notice will be sent in writing to the appropriate NTEU representative. Written notification of national changes shall be provided to the NTEU National President, with a copy to the National Negotiator assigned to the FDIC. When the EMPLOYER provides notification of National changes to the NTEU National President, the Employer shall concurrently serve such notice on each Chapter President.

SECTION 3

If the UNION wishes to negotiate concerning the implementation or impact on employees of the proposed change(s) and substance when permitted by law, the UNION will submit written proposals to the EMPLOYER within fifteen (15) working days after notification of the proposed change(s) affecting bargaining unit employees, or after providing a briefing to the UNION, whichever is later. The UNION agrees that any proposals submitted in the context of bargaining will be related to the proposed change(s) and will not deal with extraneous matters. Negotiations will normally begin within ten (10) calendar days after receipt by the EMPLOYER of the UNION's proposals. Changes in conditions of employment resulting from these negotiations will not be effective until the date of execution of any agreement reached or as otherwise specifically indicated in said agreement.

SECTION 4

A. Reasonable extensions of time under this Article will be made provided that the total time involved does not cause an unreasonable delay or impede the EMPLOYER in the exercise of its management rights. An example of when a reasonable extension of time would be provided is when there is a delay in responding to a UNION request for information concerning the EMPLOYER's notification of proposed changes.

B. The submission of proposed changes by the EMPLOYER and the submission of proposals by the UNION under Sections 2 and 3 above, shall not preclude either Party from submitting other proposals or counter-proposals during the course of negotiations.

SECTION 5

Where negotiating meetings are required, the meetings will be conducted as follows:

A. Negotiations will take place at a mutually agreeable site in either Washington D.C., at the Regional/Field Office or at a site mutually agreed to by the Parties.

B. Negotiations will be conducted during the regular administrative workday of the office where negotiations are taking place.

C. An employee or employee specialist representing the UNION in bargaining under this Article shall be authorized official time for such purposes during the time the employee otherwise would be in duty status. When negotiating over local issues, the UNION bargaining team shall be limited to three (3) employees and one (1) NTEU staff member, unless the Parties mutually agree otherwise. When negotiating over national issues, the UNION bargaining team shall be limited to five (5) employees and two (2) NTEU staff members, unless the Parties agree otherwise. In either situation (local or national negotiations), the UNION may appoint additional members up to the number of EMPLOYER members in attendance at the negotiations. The above referenced numbers do not include specialists which may be utilized by the Parties to address specific issues.

D. The EMPLOYER agrees to make reasonable efforts to obtain sufficient time delays from the appropriate authority to enable bargaining to conclude before implementing the change. Where basic management rights are involved, and an emergency or the "bona fide" time constraints imposed by an appropriate authority require the EMPLOYER to act without undue delay, the EMPLOYER will implement the proposed change and negotiations may continue on a post-implementation basis.

SECTION 6

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

B. Notice of changes in conditions of employment proposed by the UNION will be served on the EMPLOYER. The UNION's submission shall be limited to five (5) issues per year. Such notices will be effected by e-mail, certified mail or hand delivery to the Chief, Labor and Employee Relations Section in Headquarters.

ARTICLE 51
FIELD OFFICE SPACE, RELOCATION and OPENINGS

SECTION 1

This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Space Utilization Policy (SUP) (Circular 3010.2) and Leasing Policy Manual (Circular 3540.1). During the life of the Agreement either party may propose changes to the underlying circulars and/or to this Article. Proposed changes are subject to negotiations to the fullest extent required by law.

SECTION 2

A. In connection with any potential change in bargaining unit employee workspace resulting from the expiration of an existing lease, renegotiation of an existing lease, or the negotiation of a new lease, the EMPLOYER will conduct a meeting with the local UNION representative. This meeting shall be conducted prior to the renegotiation, renewal, or extension of a current lease, or the finalizing of the Documentation of Need in connection with the acquisition of new space. Where a face-to-face meeting is impractical, the meeting may be conducted via teleconference.

The purpose of the meeting is to share and discuss general information/documentation, for the EMPLOYER to communicate the geographic area under consideration, and to afford the UNION the opportunity to provide input concerning the workspace changes the EMPLOYER is considering. The information/documentation the EMPLOYER will provide and discuss with the UNION includes the following:

- the existing lease sanitized for confidential economic information, including how space is currently used and the adequacy of existing space;
- expiration date of the current lease;
- space requested under the new lease, and associated staffing assumptions on which the space needs have been based;
- geographic boundaries under consideration, and discussion of the factors affecting this determination;
- telework options;
- if available, the proposed floor plans and parking arrangements; and

- the term of the succeeding lease.

The information provided does not preclude the UNION from requesting additional information under 5 U.S.C., Section 7114, including the unredacted lease.

In conjunction with the meeting, the EMPLOYER will also provide the local UNION representative with a copy of the worksheet (from the SUP) which identifies the space needs and amount of space to be requested.

The above-referenced meeting may include not more than two (2) UNION representatives.

In the event the renegotiation, renewal, or extension of an existing lease does not result in a change in employee workspace, a meeting is not required.

Following the above-referenced meeting, the UNION may submit written comments to the EMPLOYER, within five (5) workdays after the meeting.

The EMPLOYER will make the final determination regarding geographic boundaries for the field office and communicate the identified boundaries to aid employees in electing the Home Based Option pursuant to Article 20 (Telework).

SECTION 3

After the EMPLOYER has identified the potential lease locations under consideration, the EMPLOYER will notify the UNION representative of the date, time, and location of the site visit(s). Upon request, the UNION representative may accompany the EMPLOYER on the visit(s). After the visit(s), the UNION representative may provide the EMPLOYER comments/recommendations regarding the site(s) within five (5) workdays.

The above-referenced site visit(s) may include no more than two (2) UNION representatives.

SECTION 4

A. After site selection and upon request, the EMPLOYER will meet with the UNION to discuss the factors considered in determining the final office lease location.

B. The selection of equipment and furniture for the field office will be from approved options provided by DOA and DIT.

SECTION 5

A. The EMPLOYER will provide written notice to the UNION as soon as possible, generally four to six months in advance of the projected move/opening date. Along with the written notice, the EMPLOYER will provide the UNION with whatever information it may have pertaining to the configuration of the physical space contemplated in the move/opening, including dimensions and square footage. Once the field office leasing process has been concluded, the EMPLOYER and the UNION will meet to determine actual employee space allocations, space design, and floor plans based on the space available under the lease. Further, upon request, the UNION shall be provided with a "walk-through" inspection of the proposed site prior to occupancy.

The availability of actual space under the new lease will determine the allocation of space to employees. Allocation of space for a field examiner will generally approximate a 48-64 square foot workstation. Space for support will be provided as identified in the Space Utilization Policy and the Documentation of Need, and will include sufficient space for office files.

B. If the EMPLOYER and the UNION are unable to agree on employee space allocations, this shall be considered as an impasse in negotiations. However, if due to operational exigency, the EMPLOYER has to move or open prior to concluding negotiations, the Parties will continue negotiations and apply the agreement retroactively.

C. If the local negotiations referenced in this Article result in an impasse, the Parties will have the impasse resolved by a binding fact-finding decision. The Parties agree to appoint a panel of three permanent fact-finders who shall have the sole authority to address the local office space negotiations as provided for under Section 1 and 2 of this Article. The Parties agree to refer any outstanding disputes to the first available fact-finder. The fact-finder has no authority to increase the space defined in Section 2 of this Article or violate any building code, security or safety requirements. The fact-finder's decision shall be final and binding. The Parties shall schedule a fact-finding session within ten calendar days of receipt of the request from either the UNION or the Agency. This session will not exceed one day in length. If the fact-finder is unable to induce agreement, he or she shall issue a bench decision with an award upon the conclusion of the fact-finding session, which shall be confirmed in writing within 48 hours.

D. The UNION agrees not to file any grievances as the result of the variation from office to office in the amount of space, how the space was used or laid out, or the furniture and equipment available in the office, provided that those elements are consistent with the approved space, furniture and equipment plans as specified in the Space Utilization Policy, and are consistent with the local agreement concerning these matters.

SECTION 6

A. The EMPLOYER and the UNION will also negotiate locally over any field office moves which do not involve execution of a new lease, where there is more than a de minimis impact on bargaining unit employees. The EMPLOYER will provide the UNION thirty (30) days written notice prior to the projected move date.

B. Along with the written notice, the EMPLOYER will provide the UNION with whatever information it may have pertaining to the configuration of the physical space contemplated in the move, including dimensions and square footage. Further, upon request, the UNION shall be provided a "walk-through" inspection of the proposed site prior to occupancy.

C. The UNION will have ten (10) working days after notification in which to submit to the EMPLOYER its proposals concerning the move. Within five (5) workdays thereafter, the EMPLOYER and the UNION will commence bargaining. The EMPLOYER will be obligated to conclude negotiations and/or any related impasse resolution procedures prior to implementing the move. If local negotiations result in an impasse, the Parties will follow the procedures set forth in Section 5.C. of this Article. However, if due to operational exigency, the EMPLOYER has to move prior to concluding negotiations, the Parties will continue negotiations and apply the agreement retroactively.

SECTION 7

In no case will an employee's office space in a field office be reduced unless the EMPLOYER demonstrates an actual, material cost saving resulting from the reduction in space. The calculation of any cost savings from any change in office space must include any costs to the EMPLOYER, such as moving and build-out costs.

SECTION 8

Before any employees in a field office who are eligible for the Home Based Option (e.g., examiners, loan review specialists, compliance analysts), other than those participating in the Home Based Option telework program, would otherwise be required to share workstations for more than one hundred twenty (120) days, the EMPLOYER will 1) reopen the Home Based Option telework program for employees eligible for the program in that field office; 2) poll examiners in that field office to see if any are willing to share workstations; 3) seek to reconfigure the space design of the office; or 4) seek to acquire additional space for the field office in the existing building housing the office.

SECTION 9

Any meetings or bargaining under the terms of this Article will take place at a mutually agreed upon location. UNION representatives shall be provided with reasonable official

time for preparation, meetings or negotiation sessions, and any subsequent impasse resolution preparations and proceedings in accordance with Article 9, (Official Time).

ARTICLE 52
REGIONAL/AREA, HEADQUARTERS, AND TEMPORARY SATELLITE OFFICE RELOCATIONS AND OPENINGS

SECTION 1

A. This Article (except Section 6) applies to the physical move to different office space of entire or partial organizational units of employees within Regional/Area and Headquarters offices, or the opening of new office space. Section 6 applies only to Temporary Satellite Offices (TSO).

B. This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Space Utilization Policy (SUP) (Circular 3010.2) and Leasing Policy Manual (Circular 3540.1). During the life of the Agreement either party may propose changes to the underlying circulars and/or this Article. Proposed changes are subject to negotiations to the fullest extent required by law.

SECTION 2

In connection with any potential change in bargaining unit employee workspace resulting from the expiration of an existing lease, renegotiation of an existing lease, or the negotiation of a new lease, the EMPLOYER will conduct a meeting with the local UNION representative. This meeting shall be conducted prior to the renegotiation, renewal, or extension of a current lease, or the finalizing of the Documentation of Need in connection with the acquisition of new space. Where a face-to-face meeting is impractical, the meeting may be conducted via teleconference.

The purpose of the meeting is to share and discuss general information/documentation, for the EMPLOYER to communicate the geographic area under consideration, and to afford the UNION the opportunity to provide input concerning the workspace changes the EMPLOYER is considering. The information/documentation the EMPLOYER will provide and discuss with the UNION includes the following:

- the existing lease sanitized for confidential economic information, including how space is currently used and the adequacy of existing space;
- expiration date of the current lease;
- space requested under the new lease, and associated staffing assumptions on which the space needs have been based;
- geographic boundaries under consideration, and discussion of the factors affecting this determination;

- telework options;
- if available, the proposed floor plans and parking arrangements; and
- the term of the succeeding lease.

The information provided does not preclude the UNION from requesting additional information under 5 U.S.C., Section 7114, including the unredacted lease.

In conjunction with the meeting, the EMPLOYER will also provide the local UNION representative with a copy of the worksheet (from the SUP) which identifies the space needs and amount of space to be requested.

The above-referenced meeting may include not more than two (2) UNION representatives.

In the event the renegotiation, renewal, or extension of an existing lease does not result in a change in employee workspace, a meeting is not required.

Following the above-referenced meeting, the UNION may submit written comments to the EMPLOYER, within five (5) workdays after the meeting.

The EMPLOYER will make the final determination regarding geographic boundaries and communicate the identified boundaries to aid employees in electing the Home Based Option pursuant to Article 20 if positions are approved for the Home-Based Option in Regional/Area Offices or Headquarters or the Temporary Satellite Offices.

After the Employer has identified the potential lease locations under consideration, the EMPLOYER will notify the UNION representative of the date, time, and location of the site visit(s). Upon request, the UNION representative may accompany the EMPLOYER on the visit(s). After the visit(s), the UNION representative may provide the EMPLOYER comments/recommendations regarding the site(s) within five (5) workdays.

The above-referenced site visit(s) may include no more than two (2) UNION representatives.

After the site selection and upon request, the EMPLOYER will meet with the UNION to discuss the factors considered in determining the final office lease location.

SECTION 3

A. When the EMPLOYER determines to relocate a full division/office, all employees at a current location, or open a new office, the EMPLOYER will provide written notice of the move/opening to the UNION as soon as possible, generally not less than sixty (60) calendar days in advance of the projected move/opening date.

B. Along with the written notice, the EMPLOYER will provide the UNION with whatever information it may have pertaining to the configuration of the physical space contemplated in the move/opening. Upon request, the UNION shall be provided with a “walk-through” inspection of the proposed site.

C. The UNION will have twenty (20) working days after notification in which to submit to the EMPLOYER its proposals concerning the move/opening. Within five (5) workdays thereafter, the EMPLOYER and the UNION will commence bargaining. The EMPLOYER will be obligated to conclude negotiating and/or any related impasse resolution procedures prior to implementing the move or opening. However, if due to operational exigency, the EMPLOYER has to move or open prior to concluding negotiations, the Parties will continue negotiations and apply the agreement retroactively.

SECTION 4

A. Moves involving less than a full division/office, or involving a partial unit of employees, will require the EMPLOYER to provide the UNION thirty (30) days written notice prior to the projected move date, where there is more than a de minimis impact on bargaining unit employees.

B. Along with the written notice, the EMPLOYER will provide the UNION with whatever information it may have pertaining to the configuration of the physical space contemplated in the move. Further, upon request, the UNION shall be provided a “walk-through” inspection of the proposed site.

C. The UNION will have ten (10) working days after notification in which to submit to the EMPLOYER its proposals concerning the move. Within five (5) workdays thereafter, the EMPLOYER and the UNION will commence bargaining. The EMPLOYER will be obligated to conclude negotiations and/or any related impasse resolution procedures prior to implementing the move. However, if due to operational exigency, the EMPLOYER has to move prior to concluding negotiations, the Parties will continue negotiations and apply the agreement retroactively.

SECTION 5

A. Bargaining will take place at a mutually agreed upon location. UNION representatives shall be provided with reasonable official time for negotiation preparation, negotiation sessions, and any subsequent impasse resolution preparations and proceedings in accordance with Article 9, (Official Time).

B. If the local negotiations referenced in this Article result in an impasse, the Parties will have the impasse resolved by a binding fact-finding decision. The Parties agree to appoint a panel of three (3) permanent fact-finders who shall have the sole authority to address the local office space negotiations. The Parties agree

to refer any outstanding disputes to the first available fact-finder. The fact-finder has no authority to abrogate the provisions of the Space Utilization Policy or violate any building code, security or safety requirements. The fact-finder's decision shall be final and binding. The Parties shall schedule a fact-finding session within ten (10) calendar days of receipt of the request from either the UNION or the EMPLOYER. This session will not exceed one (1) day in length. If the fact-finder is unable to induce agreement, he or she shall issue a bench decision with an award upon the conclusion of the fact-finding session, which shall be confirmed in writing within forty-eight (48) hours. The UNION agrees not to file any grievances as the result of the variation from office to office in the amount of space, how the space was used or laid out, or the furniture and equipment available in the office, provided that those elements are consistent with the approved space, furniture and equipment plans as specified in the Space Utilization Policy, and are consistent with the local agreement concerning these matters.

SECTION 6

A. This Section pertains to office workspace in conjunction with the establishment of any new, temporary satellite office. A temporary satellite office is defined as one expected to operate between three and five years. Because the existing Space Utilization Policy (SUP), FDIC Circular 3010.2, does not address a temporary satellite office, the following standards regarding space planning and workstation space allocation will apply to all facilities of this nature.

1. Office design and layout will follow an open-space interior model resulting in perimeter private offices and open areas with systems or modular furniture.

2. Workstation allocations will be determined by grade level of the position occupied by the employee.

3. Suggested space allocation by grade level is as follows:

Grade Level	Workstation Configuration	Sq Ft Assigned
CG-15 to CG-9	Systems Workstation	64 sq ft
CG-8 and below	Systems Workstation	48 sq ft

4. Support space includes shared spaces such as conference rooms, project rooms, and/or work rooms. Support space will be approximately one hundred (100) square feet per employee. These shared work areas will be available for use for private meetings, training and joint tasks.

5. The existence of a temporary satellite office is not anticipated to extend beyond five years. When the EMPLOYER anticipates that a temporary satellite office will extend beyond five years it will give the UNION notice

and an opportunity to bargain the impact and implementation to the fullest extent permitted by law.

6. The Parties agree that the terms of Section 6 apply only to temporary satellite offices, and that its provisions do not establish any precedent and may not be used as evidence in bargaining over space allocations for office space in Headquarters, Regional/Area Offices or Field Offices.

ARTICLE 53
GENERAL

SECTION 1

To the greatest extent possible, supervisors shall make job assignments fairly and equitably in an effort to maximize career enhancement opportunities and emphasize maximum rotation possible among employees taking into consideration the mission, subject matter, staffing, time frame and workload requirement needs of the EMPLOYER. The Parties may review the EMPLOYER's practices regarding work assignments at Labor-Management Relations Committee (LMRC) meetings as provided in Article 44 (Labor-Management Relations Committees) of this Agreement.

Section 1 language modified to focus on work assignment practices.

SECTION 2

The EMPLOYER shall notify employees of examinations as far in advance as possible. Such notice shall include the date of the examination and the Examiner-in-Charge. It is agreed and understood that scheduled examinations may be subject to change on short notice.

SECTION 3

The EMPLOYER shall notify affected employees as far in advance as possible of closing assignments. It is agreed and understood that scheduled closings may be subject to change on short notice.

SECTION 4

Either party may unilaterally remove one fact-finder, from the panel of fact-finders for contracting out under Article 17 (Contracting Out) and/or the panel of fact-finders for office space impasses under Article 51 (Field Office Space, Relocations and Openings) or 52 (Regional/Area, Headquarters, and Temporary Satellite Office Relocations and Openings), during any calendar year by giving notice to the other party. Upon receipt of that notice, no further fact-finding cases will be assigned to that fact-finder, but that individual will hear and decide any cases already assigned. Upon removal of a fact-finder from either panel, the Parties will move expeditiously to name a replacement. The Parties will use the procedures in Article 48 (Arbitration) to select any replacement fact-finder.

SECTION 5

The EMPLOYER will provide a reasonable amount of duty time for employees to perform any activity that is under the control or direction of the EMPLOYER.

SECTION 6

The Parties agree that transportation of computer equipment, such as personal computers and printers, may present problems in certain situations such as when utilizing public transportation in metropolitan areas. The EMPLOYER will therefore authorize employees to transport the equipment in privately owned vehicles (POV), if the employee so chooses. If the employee chooses to use a privately owned vehicle, travel time will be authorized which is sufficient to allow the employee to deliver or pick up the equipment during non-rush hours in order to facilitate curb-side delivery at the job site. Acceptable alternatives to a POV may also be used with prior approval by the EMPLOYER.

SECTION 7

The EMPLOYER will annually notify each commissioned bank examiner that he or she may request a bank directory in hard copy for the states in which his or her territory is located.

ARTICLE 54
INFORMAL RESOLUTION OF UNFAIR LABOR PRACTICE CHARGES

The Parties will encourage local officials to seek a quick and informal resolution of any alleged Unfair Labor Practice as a prelude to filing a charge with the FLRA or as a grievance. Should an Unfair Labor Practice affect more than one Region, the Parties will attempt informal resolution and, if necessary, pursue it at the National level using either the FLRA's procedures or the procedures of Section 9 or Section 10, Article 47 (Grievance Procedure), of this Agreement.

ARTICLE 55
DUES WITHHOLDING

This is an agreement between the National Treasury Employees UNION (herein referred to as the UNION) and the Federal Deposit Insurance Corporation (herein referred to as the EMPLOYER) for the purpose of permitting employees who are members of the UNION to pay dues through the authorization of voluntary allotments from their compensation.

This agreement is based on exclusive recognition granted to the UNION by certification issued by the Federal Labor Relations Authority and covers all eligible employees in the bargaining unit who (1) are represented under this recognition, (2) are members in good standing in the UNION, (3) voluntarily complete or have previously completed Standard Form 1187, and (4) receive compensation sufficient to cover the total amount of the allotment.

SECTION 1

A. The NTEU National President and a local officer of NTEU who has submitted proper notification to the Human Resources Branch, Division of Administration, FDIC, is authorized to make the necessary certification of Standard Form 1187.

B. The UNION agrees to assume responsibility for:

1. Informing and educating its members on the voluntary nature of the system for allotment of UNION dues, including the conditions under which the allotment may be revoked.

2. Purchasing and distributing to its members Standard Form 1187 along with the accompanying statement required under the Privacy Act of 1974.

3. Informing the EMPLOYER of changes in Subsections A. and B. of this Section.

4. Forwarding properly executed and certified Standard Form 1187 to the Human Resources Branch, Division of Administration, FDIC, on a timely basis.

5. Forwarding an employee's revocation (memorandum or Standard Form 1188) to the Human Resources Branch, Division of Administration, FDIC, when such revocation is submitted to the UNION.

6. Informing the Human Resources Branch, Division of Administration, FDIC, of the name of any participating employee who has been expelled or

ceases to be a member in good standing in the UNION within ten (10) days of the date of such final determination.

7. Informing the Chief, Labor and Employee Relations, Human Resources Branch, Division of Administration, of any change in the amount of membership dues.

SECTION 2

A. The EMPLOYER agrees that it is responsible for processing voluntary allotments of dues in accordance with this Agreement.

B. The EMPLOYER agrees to assume responsibility for:

1. Having the Labor and Employee Relations Section, Human Resources Branch, Division of Administration, upon receipt of a properly certified Standard Form 1187, stamp the date it was received on the back of the form, and process it within three (3) working days of receipt, provided however, that the employee is a member of the bargaining unit.

2. Withholding dues on a biweekly basis.

3. Having dues withheld transmitted biweekly to the UNION via electronic funds transfer together with an alphabetical listing of employees for whom deductions were made, and providing the following information on the remittance listing:

a. the name of each employee for whom a deduction is made during the current pay period.

b. the social security number of each employee listed.

c. the amount of dues withheld for each person.

d. the total amount withheld.

e. providing biweekly, within six (6) calendar days of the close of a pay period, the following information in Extended Binary Coded Decimal Interchange Code (EBCDIC) format file on a CD:

(1) Record Format:

(a) Record length - 80 characters

(b) Block length - 10 records (800 characters)

(c) Standard header and trailer label

(d) File sequence - social security number (ascending)

(2) Record format positions:

Positions	Descriptions
09	Social Security number
10-12	Chapter Number
13-21	First Name (followed by space and Middle initial)
23-37	Last Name (left justified)
38-42	Dues withholding amount Format: 999.99 (assumed decimal point)
43-45	Seasonal W.A.E. identification
46-46	Code to reflect the following information where applicable: (a) "D"=continuing (b) "E"=no dues deduction because employee's compensation is insufficient to permit a deduction (c) "F"=new allotment (d) "G"=revocation (e) "H"=separation (f) "I"=pay adjustment (g) "J"=movement out of recognition area (h) "K"=W.A.E. to non-duty (i) “L”=temporary assignment out of the bargaining unit (j) “T”=transfer (k) “R”=retiree (i) “x”=deceased
47-50	Filler
51-52	State
53-56	City
57-59	County
60-61	Grade
62-63	Step
64-65	Pay plan
66-69	NTEU National amount
70-73	Local amount
74-79	Current base pay

f. transmitting the EBCDIC file on a CD to the UNION or its designee.

g. a bi-weekly electronic list by chapter will be provided to the Chapter by the local LERS representative identifying any changes to dues withholding from the prior pay period.

4. Notifying the employee and the UNION within one (1) full pay period when an employee is not eligible for an allotment because (1) the employee is not included under recognition in the appropriate exclusively recognized unit on which the Agreement is based, or (2) terminates his/her employment. If the employee is on a temporary assignment to a non-bargaining unit position, the EMPLOYER will reinstate dues withholding within one (1) pay period of the employee returning to a bargaining unit position.

5. Withholding new amounts of dues upon certification from the NTEU National President so long as the amount has not been changed during the past twelve (12) months.

6. Having the Labor and Employee Relations Section, Human Resources Branch, Division of Administration, upon receipt of a properly executed Standard Form 1188 or other revocation document, stamp the date received on the form or other revocation document and process it within three (3) working days after receipt.

7. Having the Labor and Employee Relations Section, Human Resources Branch, Division of Administration, provide to the UNION a copy of Standard Form 1188 or other revocation documents received within three (3) working days after receipt.

SECTION 3

The Parties to this Agreement agree that:

A. The amount of the dues to be deducted as allotments for compensation may not be changed more frequently than once in twelve (12) months.

B. The UNION will pay no fee for the services set out in this agreement.

C. Administrative errors which deny the UNION its full amount of dues will be corrected, and the next remittance to the UNION will be adjusted to include the amount not previously forwarded. Administrative errors which result in an overpayment to the UNION will not be recollected if the erroneous payments were received by the UNION in good faith and without fraud and misrepresentation.

SECTION 4

The effective dates for actions under this Agreement are as follows:

	Action	Effective Date
A.	Starting dues withholding	Beginning of the first pay period after date of receipt of the properly executed and certified Standard Form 1187 in Labor and Employee Relations Section, Human Resources Branch, Division of Administration.
B.	Change in amounts of dues	Beginning of first pay period after receipt of certification in the Labor and Employee Relations Section, Human Resources Branch, Division of Administration.
C.	Revocation by employee	Revocation notices for employees who have had dues allotments in effect for more than one (1) year must be submitted to the appropriate FDIC Labor and Employee Relations Section of the Human Resources Branch during pay period 15. Revocations will become effective during pay period 19. Revocation notices for employees who have not had dues withholding in effect for at least one (1) year must submit the revocation notice to the Labor and Employee Relations Section, Human Resources Branch, Division of Administration in the thirty (30) day period immediately preceding the one year anniversary date of their dues allotment. The revocation in these instances will be effective at the beginning of the pay period following the anniversary date.
D.	Revocation by supervisor	Revocation by a supervisor because the employee is no longer eligible for dues withholding may occur at any time and will be effected beginning with the first full pay period following receipt of the revocation in the Labor and Employee Relations Section, Human Resources Branch, Division of Administration.
E.	Termination due to loss of membership	Beginning of first pay period after date of receipt of the notification in the Labor and Employee Relations Section, Human Resources Branch, Division of Administration.

F. Termination due to separation or movement out of the bargaining unit

(1) If action is effective the first day of the pay period, termination of allotment will be at the end of the preceding pay period. (It must be received by the second workday following the beginning of the pay period.)

(2) If action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of the pay period.

SECTION 5

Upon termination of a grant of exclusive recognition to the UNION, this Agreement will automatically terminate for employee members covered by that grant of recognition at the beginning of the first pay period after loss of the exclusive recognition.

SECTION 6

When a bargaining unit employee has his/her UNION dues withholding canceled because he/she is permanently or temporarily assigned to a non-bargaining unit position, the employee will be sent the following form letter:

TO:

FROM:

SUBJECT: Termination of Union Dues Withholding

Regulations governing dues withholding to a labor organization require that dues withholding be canceled automatically whenever an employee is permanently or temporarily assigned to a non-bargaining unit position.

You were recently subject to a personnel action which will automatically terminate your dues withholding. The final dues withholding will be made for the last pay period during which you were in the bargaining unit. If you are temporarily assigned to a non-bargaining unit position, your dues withholding will be reinstated within one (1) pay period upon your return to a bargaining unit position.

If you are interested in continuing your membership during your permanent or temporary assignment to a non-bargaining unit position, or if you have any other questions regarding the termination of dues withholding, contact a representative of NTEU.

SECTION 7

The format and contents of the information sent the UNION can be changed with thirty (30) days notice from the UNION.

SECTION 8

The EMPLOYER will implement changes in the dues withholding system as soon as possible, but no later than ninety (90) days after notification from NTEU.

ARTICLE 56
DURATION AND TERMINATION

SECTION 1

This Agreement will become effective on the date it is approved by the Chairman of the Federal Deposit Insurance Corporation or thirty (30) days after it is executed by the EMPLOYER and the UNION, whichever event occurs first.

SECTION 2

This Agreement shall remain in effect for a period of three (3) years from its effective date and shall be automatically renewable for additional one (1) year periods unless either Party notifies the other Party, in writing, at least sixty (60) days, but not more than one hundred five (105) days, prior to the expiration date of its intention to reopen, amend, modify, or terminate this Agreement. Such written notice shall be accompanied by any proposed amendments or modifications to the Agreement being delivered to the other Party. The Party receiving the written notice may deliver counter-proposals and proposals to the other Party during the next thirty (30) day period. The Parties shall begin negotiations no later than thirty (30) calendar days prior to the expiration date of this Agreement. If negotiations are not concluded prior to the expiration date, this Agreement shall continue in full force until a new Agreement has been approved.

SECTION 3

During the thirty (30) day period beginning eighteen (18) months after the effective date of this Agreement, either Party may reopen negotiations on any one (1) existing Article. The request must be in writing and shall be accompanied by specific proposals. The Parties shall begin negotiations no later than sixty (60) days after receipt of the notice.

SECTION 4

The EMPLOYER and UNION agree that no further bargaining will be required for the life of this Agreement on any subject or matter not addressed by this Agreement and not covered by Section 3 above unless provided for elsewhere in this Agreement. However, if any provision of this Agreement is declared nonnegotiable on Agency Head review, the UNION may either file a negotiability appeal or renegotiate that provision at its election, provided it submits negotiable proposal(s) in advance. Further, the EMPLOYER and UNION agree that this section does not preclude bargaining in the event the negotiability of any provision under litigation is ultimately adjudicated to be negotiable.

SECTION 5

The Parties have agreed that the effective date of this agreement is September 18, 2017.

APPENDIX A

SUBJECT: Right to Union Representation

Pursuant to 5 USC 7114(a)(2)(B) you are entitled to Union representation for the meeting that is about to take place concerning:

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

☐ I want representation.

☐ I do not want representation.

_____ _____

Signature Date

APPENDIX B

BI-WEEKLY TIME AND ATTENDANCE
USE OF OFFICIAL TIME
TRANSACTION CODES

Code Definitions:

35/01 **Regular Time** – Term Negotiations

36/01 **Regular Time** – Midterm Negotiations (impact and implementation)

3701 **Regular Time** – Ongoing Labor Management Relationships – includes LMRC Meetings, FLRA proceedings, formal meetings, Weingarten meetings, responding to management notification of changes in terms and conditions of employment, and union sponsored training.

38/01 **Regular Time** – Grievances and Appeals

Grievance, Arbitration, EEOC, and MSPB cases

APPENDIX C

OPTIONAL GRIEVANCE FORM

Date Submitted _____

1. Employee's Name _____

2. Employee's Title _____

3. Employee's Division/Office/Branch/Section _____

4. Employee's Room Number and Telephone Number _____

5. Employee's Representation: _____Self _____Union _____Other

   a. Name of Representative _____

   b. Representative's Address/Telephone Number _____

6. Description of grievance (nature of event giving rise to the grievance, date it occurred, location, persons involved, etc.)

7. Article and Section of the Agreement alleged to have been violated, or appropriate law or regulation alleged to have been violated.

8. Adjustment (relief) desired.

_____
Employee's Signature

_____ _____
Date Filed Representative's Signature

FOR THE NATIONAL TREASURY
EMPLOYEES UNION

Anthony M. Reardon
National President

FOR THE FEDERAL DEPOSIT
INSURANCE CORPORATION

Steven O. App
Deputy to the Chairman and CFO

****

Martin J. Gruenberg, Chairman
Federal Deposit Insurance Corporation

FOR THE NATIONAL TREASURY EMPLOYEES UNION

Stephen J. Kellar
Chief Negotiator

Sean G. Bartholomew
Negotiator

Eric S. Dewey
Negotiator

Dawn M. Sleva
Negotiator

Martha Solt
Negotiator

Jeffrey R. Talley
Negotiator

FOR THE FEDERAL DEPOSIT INSURANCE CORPORATION

G. Mark Buck
Chief Negotiator

Lisa A. Drag
Negotiator

Eric Gold
Negotiator

Eileen Halpin
Negotiator

Susan Kane
Negotiator

Joseph H. Mpaisek
Negotiator (Alt. Chief Negotiator)

John F. Vogel
Negotiator

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