

Labor Management Agreement and Merit Assignment Plan

National Processing Center

*American Federation of Government Employees
(AFGE) Local 1438*

NPC



Jeffersonville, IN



Champions for Progress...

Working Together for all Employees and Customers

USCENSUSBUREAU

Building on the past and looking to the future, the U. S. Census Bureau, National Processing Center, and the American Federation of Government Employees, Local 1438, enter into an alliance for progressive Labor-Management relations through teamwork. As champions of progress, we will work together for all employees, customers, and our Nation. We aspire to work as partners to continually improve our products with a goal to better serve our country and broaden work opportunities for our work force.

CONTENTS

ARTICLE 1 - GENERAL PROVISIONS	<u>Page</u>
1.1 Purpose	1
1.2 Parties	1
1.3 Coverage	1
1.4 Effective Date and Term	1
1.5 Definitions	1
1.6 Controlling Authority	3
 ARTICLE 2 - NEGOTIATIONS	
2.1 Renegotiation	3
2.2 Mandatory Amendment	3
2.3 Annual Reopener	3
2.4 Traditional Negotiations	4
2.5 Interest-Based Bargaining	5
 ARTICLE 3 - EMPLOYER RIGHTS AND OBLIGATIONS	
3.1 Rights of Management	6
3.2 Obligations Under the Act	6
 ARTICLE 4 - UNION RIGHTS AND OBLIGATIONS	
4.1 General	7
4.2 Recognition of Officers and Stewards	7
4.3 Official Business of Stewards and Officers	7
4.4 Purpose of Official Time	8
4.5 Official Time for Representation	8
4.6 Official Time for Training	8
4.7 Internal Union Business	9
4.8 Union Support	9
4.9 National Representatives	9
4.10 Access to Regulations	9
4.11 Access for Non duty Status Union Officials	9
4.12 Labor Relations	9
 ARTICLE 5 - EMPLOYEE RIGHTS AND OBLIGATIONS	
5.1 Right to Join Labor Organizations	10
5.2 New Unit Members	10
5.3 Right to Representation	10
5.4 Procedures for Leaving the Worksite When Seeking Union Representation	10
5.5 Employee Access	11
5.6 Independent Actions	11
5.7 Freedom from Reprisal	11
5.8 Assignments to Supervisory Positions	11
5.9 Charitable Organizations	11
 ARTICLE 6 - RIGHT TO BARGAIN	11

ARTICLE 7 - ALTERNATIVE DISPUTE RESOLUTION/MEDIATION	<u>Page</u>
7.1 Alternative Dispute Resolution (ADR).....	12
7.2 Mediation.....	12
ARTICLE 8 - GRIEVANCE PROCEDURE	
8.1 Purpose	12
8.2 Definitions	12
8.3 Exclusions.....	13
8.4 Timeliness.....	14
8.5 Grievant's Rights	15
8.6 Representation	15
8.7 Informal Grievance	15
8.8 Nullification.....	16
8.9 Formal Filing Procedure	16
8.10 Formal Grievance	18
8.11 Binding Arbitration.....	19
8.12 Invoking Arbitration	19
8.13 Selecting the Arbitrator.....	19
8.14 Arbitration Proceedings	19
8.15 Decision of Arbitrator.....	20
8.16 Exceptions	21
8.17 Costs of Arbitration	21
ARTICLE 9 - REQUEST FOR INFORMATION.....	21
ARTICLE 10 - PROMOTION, ASSIGNMENT, AND DETAIL.....	22
ARTICLE 11 - WORK SCHEDULES	
11.1 Work Schedules	22
11.2 Change in Work Schedules.....	23
11.3 Request for Shift Reassignment.....	23
11.4 Rest Periods	23
ARTICLE 12 - OVERTIME	
12.1 Voluntary Overtime	23
12.2 Required Overtime.....	24
12.3 Premium Pay.....	25
ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY (EEO)	
13.1 Basic Agreement.....	25
13.2 EEO Committee.....	25
13.3 EEO Counselors	26
13.4 Representation for EEO Complaints.....	26
13.5 Reasonable Accommodation.....	26
13.6 Diversity Council.....	26
ARTICLE 14 - COOPERATIVE LABOR-MANAGEMENT COMMITTEE	27

ARTICLE 15 - FACILITIES AND SERVICES

Page

15.1	Space, Equipment, and Services	27
15.2	Meetings	28
15.3	Membership Drive	28
15.4	Bulletin Boards	28
15.5	Distribution of Literature	28
15.6	Mail Service.....	29
15.7	Distribution of Agreement	29
15.8	Reference Material.....	29
15.9	Other Facilities, Services, and Supplies.....	29

ARTICLE 16 - DUES WITHHOLDING

16.1	Basic Agreement.....	29
16.2	Authorization	29
16.3	Amount of Withholding.....	30
16.4	Termination of Allotment	30
16.5	Resumption of Allotment.....	30

ARTICLE 17 - LEAVE

17.1	Annual Leave.....	30
17.2	Sick Leave	31
17.3	Medical Documentation.....	32
17.4	Medical Releases	33
17.5	Leave Without Pay.....	34
17.6	Increments of Leave.....	34
17.7	Emergency Administrative Leave.....	34
17.8	Leave Counseling	34
17.9	Leave Restriction	34
17.10	Family-Friendly Leave.....	35
17.11	Leave Transfer Program	37

ARTICLE 18 - REDUCTION IN FORCE

18.1	Advance Notice	37
18.2	Retention Registers.....	37
18.3	Assistance to Employees.....	38

ARTICLE 19 - DISCIPLINARY AND ADVERSE ACTIONS

19.1	Disciplinary Actions	38
19.2	Adverse Actions.....	38
19.3	Notification of Actions to Union	38
19.4	Records of Infraction	38
19.5	Alternative Discipline System (ADS).....	39

ARTICLE 20 - OCCUPATIONAL SAFETY AND HEALTH

20.1	Basic Commitment	40
20.2	Alleged Unsafe or Unhealthful Conditions.....	40
20.3	Emergency Safety/Medical Conditions.....	40

	<u>Page</u>
20.4 Information	40
20.5 Safety Committee.....	41
20.6 Safety/Health Training.....	41
20.7 Personal Protective Equipment and Clothing	42
20.8 Work in Confined Spaces or Remote Areas.....	42
20.9 Health Care	42
20.10 Work-Related Injury or Illness.....	42
20.11 Medical Limitations.....	42
20.12 Employee Assistance Program (EAP).....	43
20.13 Wellness	43
20.14 Environmental Conditions	44

ARTICLE 21 - CONTRACTING OUT

21.1 Consultation	44
21.2 Notification.....	44
21.3 Impact	44

ARTICLE 22 - SEASONAL AUTHORITY - PERM

22.1 Purpose	44
22.2 Components of Plan.....	45
22.3 Conversion to Year-Round Employment.....	45
22.4 Layoff	45
22.5 Recall (Permanent)	46
22.6 Short-Term Layoff and Recall	47
22.7 Off Shifts - Recall	47
22.8 Staff Reductions	47

ARTICLE 23 - SEASONAL AUTHORITY - TERM

23.1 Purpose	48
23.2 Components of Plan.....	48
23.3 Conditions.....	48
23.4 Layoff	49
23.5 Recall (Term).....	49
23.6 Short-Term Layoff and Recall	50

ARTICLE 24 - BACK PAY 50

ARTICLE 25 - PERFORMANCE APPRAISALS 51

ARTICLE 26 - MISCELLANEOUS

26.1 Position Classification	51
26.2 Employee Development.....	51
26.3 Career Counseling	52
26.4 Nepotism.....	52
26.5 Uniform Allowance	52
26.6 Dress Code.....	52
26.7 Reserved Parking	54

	<u>Page</u>
26.8 Smoking/Tobacco Products	54
26.9 Food Services	55
26.10 Privacy	55
26.11 Use of Communication Devices	55
26.12 Past Practice.....	56
GLOSSARY	57

ARTICLE 1 - GENERAL PROVISIONS

- 1.1 **Purpose.** This Agreement states policies, procedures, and methods which govern working relationships between the parties, and identifies subject matter of proper mutual concern.

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

- (a) to afford employees an opportunity for participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment;
 - (b) to facilitate the adjustment of grievances, complaints, disputes, and impasses; and
 - (c) to provide for constructive and cooperative labor-management relations.
- 1.2 **Parties.** The parties of this Agreement are the **U.S. Census Bureau (CENSUS)** of the U.S. Department of Commerce, hereinafter referred to as the “Employer,” and Local 1438 of the American Federation of Government Employees (AFGE), hereinafter referred to as the “Union.”
- 1.3 **Coverage.** The bargaining unit covered by this Agreement is defined to include all employees of the National Processing Center (NPC) of the U. S. Census Bureau, with the exception of Management officials, supervisors, guards, professional employees, confidential employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.
- 1.4 **Effective Date and Term.** This Agreement shall become effective on the date it is approved by the Agency Head, or if not approved or disapproved by the Agency Head, on the 31st day after execution. This Agreement shall remain in full force and effect for 3 years from its effective date. Thereafter, this Agreement will renew itself automatically on the anniversary date unless either party gives written notice to the other to renegotiate in accordance with the provisions of Article 2. The parties agree to consider extending the life of the contract for up to 1 year in the event of unusual workload demands.
- 1.5 **Definitions.** The following definitions of terms used in this Agreement shall apply throughout:
- (a) **THE ACT.** “The Act” means the Civil Service Reform Act of 1978.
 - (b) **AREA OF REPRESENTATION.** “Area of Representation” means that organizational segment or group of unit employees which is serviced by a particular Union steward, pursuant to Article 4.2 of this Agreement.
 - (c) **BRANCH CHIEF OR EQUIVALENT.** “Branch Chief or Equivalent” generally refers to the chief of an organization who reports to an Assistant Division Chief

or higher. Organizations headed by a person with a significantly lower grade are not considered branch equivalents.

- (d) **COLLECTIVE BARGAINING.** “Collective Bargaining” means the performance of the mutual obligation of the representatives of the Bureau and the exclusive representative of employees in the unit to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this section does not compel either party to agree to a proposal or to make a concession.
- (e) **CONFIDENTIAL EMPLOYEE.** “Confidential Employee” means an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates Management policies in the field of labor-management relations. At U. S. Census Bureau’s National Processing Center, a confidential employee includes secretaries to Branch Chiefs, Assistant Branch Chiefs, and the Division Chief and Assistant Division Chiefs.
- (f) **DAYS.** “Days,” unless the context clearly indicates otherwise, means calendar and not working days.
- (g) **DISPUTE.** “Dispute” means a disagreement during the course of formal negotiations between the Employer and the Union as to whether a proposal is precluded from negotiation because it is contrary to law, regulation, controlling agreement, or the Act.
- (h) **ENTRANCE-ON-DUTY (EOD) DATE.** “EOD Date” means current continuous service with the U. S. Census Bureau.
- (i) **GRIEVANCE.** “Grievance” means a complaint by (1) an employee concerning any matter relating to the employment of the employee; (2) the Union concerning any matter relating to the employment of any employee; or (3) any employee, the Union or the Employer concerning (a) the effect or interpretation, or a claim of breach, of this Agreement; or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- (j) **IMPASSE.** “Impasse” means the inability of the Employer and Union representatives to arrive at a mutually acceptable agreement concerning negotiable matters through the negotiation process contained in this Agreement.
- (k) **MANAGEMENT OFFICIAL.** “Management Official” means an individual employed by the Bureau in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of Census.

- (l) **SELF-CERTIFICATION.** “Self-Certification” means applicants certify in writing that they possess certain skills, such as typing or keying ability, required by a position. Self-certification statements are valid for 3 years from the date signed. Applicants complete a form NPC-1085, “Typing Qualifications Statement” to self-certify typing ability and a form NPC-849T, “Supplemental Qualifications Statement” to self-certify keying ability.
- (m) **UNIT.** Except where the context clearly indicates otherwise, “unit” means the bargaining unit as defined in Article 1.3 of this Agreement.

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

ARTICLE 2 - NEGOTIATIONS

2.1 **Renegotiation.** In the event one of the parties desires to renegotiate this Agreement, written notice will be provided to the other party no fewer than 60 days prior to the expiration date of the Agreement. The parties agree to meet within 120 days after the expiration date of the Agreement to begin preliminary discussions. Preliminary discussions may include the negotiation process, scheduling dates, training, ground rules, or any other similar proceeding. Time frames for these preliminary discussions may be extended by mutual agreement due to workload, scheduling conflicts, etc. There is no intent to have strict time frames that neither party can meet or to file grievances over this Article. The parties may use either interest-based bargaining techniques described in Article 2.5 or the traditional approach described in Article 2.4 for the conduct of negotiations.

This Agreement will continue in full force and effect until the new Agreement has been approved.

2.2 **Mandatory Amendment.** Modification of this Agreement required by changes in applicable laws, regulations, or policies issued by the Department of Commerce or other authority after the effective date of this Agreement, the implementation of which is mandatory and not discretionary with the Employer, will be made by written notification to the Union setting forth the modification and the basis therefore. In such an event, the parties will meet for the purpose of negotiating new language which will meet the requirements of such laws, regulations, or policies.

2.3 **Annual Reopener.** Either party may give written notice of its desire to reopen this

Agreement for the purpose of engaging in negotiations no fewer than 30 days prior to the anniversary date of this Agreement. Such written notice shall cite the specific sections of this Agreement proposed for amendment. The parties shall mutually agree on the items to be considered. The negotiations shall be governed by the appropriate provisions of this Agreement.

2.4 **Traditional Negotiations.**

- (a) **Basic Guidelines.** Each party will designate not more than six persons (including a chief negotiator) to serve as members of its negotiating team. The names of the designated team members will be exchanged between the parties in writing at least 7 workdays prior to the beginning of negotiations. The chief negotiator, acting as the spokesperson, will conduct the team's negotiations. Other members may speak as authorized by their chief negotiator. At least four members of each party's negotiating team must be present for each negotiating session. Each party may be accompanied and assisted by one observer.

The ground rules, including meeting times and caucuses, etc., will be agreed upon by the parties at the outset of negotiations. Time spent in caucus will be considered as time spent in negotiations. The parties agree that during the first 80 hours of negotiations, the proposals can only be discussed with Union officers, branch chiefs, and appropriate subject-matter experts for either party.

- (b) **Signifying Agreement.** When agreement has been reached upon any proposal, the two chief negotiators shall signify such agreement, either through their initials or through some other device, on the face of the proposal. Such signification shall not, however, preclude the parties from mutually agreeing to reconsider or revise previously approved proposals at any time prior to the formal termination of negotiations.
- (c) **Proposals.** The parties shall meet to exchange written proposals no later than 30 days prior to the scheduled beginning of negotiations. The parties shall then, no less than 7 days prior to the scheduled beginning of negotiations, exchange any written counterproposals or related new matter(s).
- (d) **Impasses.** When it has been determined by the parties that an impasse has been reached upon a particular matter, that matter shall be temporarily set aside. After all other negotiable matters on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve the impasse. If they are unable to agree on any particular issues, either party may invoke mediation through a specific written request filed with the Federal Mediation and Conciliation Service. The party filing the request will serve a copy on the other party at the same time.

If the efforts of the Federal Mediation and Conciliation Service fail to resolve a negotiation impasse, either party may request the Federal Service Impasse Panel to consider the matter, pursuant to the Panel's Rules and Regulations.

- (e) **Official Time.** The Union negotiating team will be granted up to 108 hours in the aggregate to prepare prior to start of negotiations. The Union may request additional time, if necessary, by submitting a written request and justification to the Chief, Employee and Labor Relations Section (ELRS). The justification should state how much additional time is needed and why such additional time is necessary. The Union President will be responsible for accounting for this time and in ensuring its use is consistent with the provisions of the article.

The participating members of the Union negotiating team will be granted official time for negotiations under this article, including attendance at impasse proceedings, during the time the employees would otherwise be in a duty status. The number of employees for whom official time is authorized under this section shall not exceed the number of members on the Employer's negotiating team.

- (f) **Negotiability Disputes.** Should, in connection with negotiations, any questions arise between the Union and the Employer as to whether a proposal is inconsistent with any Federal law or any Government-wide rule or regulations or is otherwise not subject to the duty to bargain in good faith, it shall be resolved in accordance with Section 7117 of the Act and implementing regulations issued by the Federal Labor Relations Authority or Executive Order(s).

- 2.5 **Interest-Based Bargaining.** Interest-based bargaining (IBB) is defined as an alternative style of negotiation that trained negotiators use to achieve positive results for both parties. It is an alternative that offers distinct advantages such as an enhanced and cooperative relationship, heightened respect and trust between the parties, and an agreement containing more elegant solutions in terms of needs and permanence.

Basic Guidelines. Training of all members of the bargaining teams and alternates is critical to successful use of IBB. Prior to bargaining, the parties meet and reach agreement on ground rules under which the bargaining will be conducted, ground rules providing for a smooth transition to traditional bargaining without litigation in the event that the IBB process breaks down, and exchange of issues to be bargained including grouping and sequencing. The parties agree to employ the following IBB techniques:

- **active listening** - the capacity to hear effectively, and understand the words as well as the emotions and body language of the speaker;
- **brainstorming** - used to develop options and criteria. Helps the parties to be creative by restricting evaluation and not assigning ownership of ideas;
- **consensus decision-making** - arriving at agreements that all members of the bargaining team can support. Used when selecting criteria for judging options, selecting options that meet the criteria, and arriving at solutions;
- **recording** - used to set forth all ideas of the group on flip charts and display pages on

the walls so that the group can have a common focus, reduce misunderstandings, and unify the group effort; and

- **process-checking** - a technique for monitoring adherence to the IBB process and interactions of team members.

Further, the parties agree to employ IBB problem-solving steps by:

- selecting and focusing on the issue;
- discussing interests;
- generating options;
- establishing criteria;
- applying the criteria to the options;
- developing the solution; and
- reducing the solution to written language.

ARTICLE 3 - EMPLOYER RIGHTS AND OBLIGATIONS

3.1 **Rights of Management.** Subject to Section 3.2, nothing in this Agreement shall affect the authority of any Management official of the Employer -

- (a) to determine the mission, budget, organization, number of employees, and internal security practices of the Bureau; and
- (b) in accordance with applicable laws -
 - (1) to hire, assign, direct, lay off and retain employees in the Bureau, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Bureau operations are to be conducted;
- (c) with respect to filling positions, to make selections for appointments from -
 - (1) among properly ranked and certified candidates for promotion;
or
 - (2) any other appropriate source.
- (d) to take whatever actions may be necessary to carry out the Bureau's mission during emergencies.

3.2 **Obligations Under the Act.** Nothing in this Agreement shall preclude the Employer and the Union from negotiating -

- (a) at the election of the Bureau, on the numbers, types, and grades of employees or

positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods, and means of performing work;

- (b) procedures which Management officials of the Employer will observe in exercising any authority under Section 3.1; or
- (c) appropriate arrangements for employees adversely affected by the exercise of any authority under Section 3.1 by such Management officials.

ARTICLE 4 - UNION RIGHTS AND OBLIGATIONS

- 4.1 **General.** The Union is the exclusive representative of employees in the unit and is entitled to act for, and to negotiate agreements covering all unit employees. The Union is responsible for representing the interests of all unit employees without discrimination and without regard to labor organization membership.

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

- (a) any formal discussion between one or more Management officials and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- (b) any examination of any employee in the unit by a Management official in connection with an investigation if:
 - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (2) the employee requests representation.

The Employer will annually inform its employees of their rights under this Article.

- 4.2 **Recognition of Officers and Stewards.** The Employer agrees to recognize the officers and stewards of the Union.

The Union agrees to provide the ELRS with a current roster containing the names of officers and stewards, telephone numbers, and their current location of work. The Union further agrees to notify the ELRS, in writing, in advance of proposed changes to the roster. The ELRS will review and provide notification of recognition. The Union agrees not to utilize new stewards until such notification is received. The Employer will ensure that the roster is posted on division bulletin boards. Only those stewards officially designated on this roster by the Union will be recognized.

- 4.3 **Official Business of Stewards and Officers.** The Employer agrees that arrangements necessary for the stewards and officers of the Union to carry out their respective duties in connection with the relationship between the parties under this Agreement may be made so as to allow such stewards and officers to leave their place of work to go to other work

sites, when necessary, during regular working hours in order to bring about the prompt disposition of complaints. Union officers and stewards will request permission of their immediate supervisor before leaving their work area. Such requests will include where they will be, their estimated return, and a general purpose of their activity. When properly requested, permission to conduct official union business including representation activities will normally be granted unless the absence of the Union official would cause adverse impact on the work product of his/her area. In those cases, the supervisor will normally suggest the earliest available time for the official to leave the work area. When the immediate supervisor is unavailable and no acting supervisor has been designated, higher succeeding levels of supervision, where applicable (such as Section Chief, Assistant Branch Chief, Branch Chief), will be contacted. If no one is available in the higher levels of supervision within the branch, the Union official will contact another supervisor in the branch. The Assistant Division Chiefs should be contacted if no supervisor/manager can be found at the branch level. The same procedure shall be followed with the immediate supervisor of the employee to be contacted. Upon return to work, the official shall so advise his or her supervisor.

- 4.4 **Purpose of Official Time.** The Employer and the Union recognize that official time contributes to the development of orderly and constructive labor-management relations. The Union agrees to ensure that the use of official time by its officers and stewards is reasonable, necessary, and in the public interest.
- 4.5 **Official Time for Representation.** The Employer agrees to grant the Union official time for constructive labor-management relations, and for all legitimate representational duties which are necessary and in the public interest. The total amount of official time for this purpose shall not exceed 275 hours per pay period.

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

This amount does not include time authorized under Article 2 (Negotiations), Article 6 (Right to Bargain), and time spent on standing committees such as the EEO Committee, Labor-Management Council, Safety Committee, etc.

Time will be recorded and reported on a pay-period basis. The Union President and NPC managers will receive copies of these reports on a pay-period basis as soon as possible for purposes of monitoring the use of this time.

- 4.6 **Official Time for Training.** The Employer agrees to grant Union officials who are actively engaged in labor-management relations an amount of official time not to exceed 500 hours per year for training. The purpose of this training time is to receive information which is of mutual benefit and related to appropriate matters within the scope of the Act. The Union will submit a written request including a copy of the agenda for the training to allow the Employer to reasonably certify that it adequately meets the criteria for official time for Union representatives. This request will be submitted to the ELRS of HRB at least 1 week in advance of the training, when possible.

4.7 **Internal Union Business.** In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, activities concerned with the Union's internal management, such as membership meetings, solicitation of membership, campaigning by Union officers or candidates, the conduct of election for Union officers, the distribution of Union literature, and other activities of a similar nature internal to the Union shall be confined to non duty hours. Only that time for which an employee is not in a pay status is considered "non duty" time; that is, before and after either regular working hours or overtime, as well as during lunch periods.

4.8 **Union Support.** The Union agrees to support the Employer in its efforts to eliminate waste, to conserve energy, materials and supplies, to improve the quality of workmanship, safety, security practices, and environmental working conditions, to combat tardiness, absenteeism, carelessness, and any other practices which restrict production and hamper efficiency, and to encourage the submission and implementation of improvements and cost-reduction ideas.

4.9 **National Representatives.** Upon reasonable notice (normally 24 hours in advance) in writing to ELRS, representatives of the National Union may be given access to the Employer's premises. When in a secured area, these representatives will always be accompanied by a Union Official. The ELRS will notify the Security Office to issue an appropriate badge.

The Union will be responsible for ensuring that these representatives do not violate Census security policy or practices.

The Union will notify the ELRS prior to meeting on official time in unsecured areas with such third parties as representatives of the Federal Labor Relations Authority.

4.10 **Access to Regulations.** Union officers and stewards, along with other employees of the unit, shall be given reasonable access during official duty hours to all pertinent regulations and policy statements.

4.11 **Access for Non duty Status Union Officials.** The President or designee will provide the ELRS with reasonable notice (normally 1 full workday) when Union officials in non duty status need access to the premises, including secured areas when necessary. The Union will inform ELRS in writing of the date, time, location, and a brief statement of the reason for the request. If approval is granted, the ELRS will notify the Union, and will also notify the Security Office to issue the appropriate badge. The Union will ensure that access is limited to the approved area, and that the badge is returned to the Security Office.

4.12 **Labor Relations.** When Management requires a meeting with the Union to discuss personnel policies and practices or other matters affecting the general working conditions of employees in the unit, including new-employee orientations and exit briefings, time charged for these meetings will not count against use of official time as provided in Article 4.5 of the Agreement.

ARTICLE 5 - EMPLOYEE RIGHTS AND OBLIGATIONS

- 5.1 **Right to Join Labor Organizations.** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activities freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Act, such right includes the right -
- (a) to act for a labor organization in the capacity of a representative and the right in that capacity to present the views of the labor organization to heads of agencies and other officials of the executive branch of Government, the Congress, or other appropriate authorities; and
 - (b) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII of the Act.
- 5.2 **New Unit Members.** New unit members will be advised that Local 1438 is the exclusive representative and of their right to join or not to join the Union during the orientation for new employees. New unit members will also be given, as a part of their Orientation Kit, a list of the names and telephone numbers of the officers and stewards as furnished by the Union, as well as a copy of the Agreement.
- 5.3 **Right to Representation.** Unit employees have the right to request and be represented at any examination by a Management official in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action and makes a request for such representation. The right to Union representation may be invoked at any point in the course of the investigation. Under such circumstances, the employee should be afforded reasonable time to obtain a Union representative (guaranteed by the Act and Weingarten rights).

Employees seeking Union representation shall:

- (a) Contact a steward for representation.
- (b) If there is no steward available, the employee will contact the Union President, or designee, for representational assignment.

The Union agrees that these steps will normally be adhered to in sequential order.

- 5.4 **Procedures for Leaving the Worksite When Seeking Union Representation.** Bargaining unit employees will request permission from their immediate supervisor before leaving the work area to seek Union representation. When properly requested, time will be granted during the current shift unless the absence of the employee is precluded by work requirements. In those cases, the supervisor will normally suggest the earliest available time for the employee to leave the work area. The employee will ask permission of the steward's supervisor prior to contacting the steward at his/her worksite. Employees will notify their supervisor upon return to work.

When the immediate supervisor of the employee or union representative is unavailable for an extended amount of time and no acting supervisor has been designated, higher succeeding levels of supervision, where applicable (such as Section Chief, Assistant Branch Chief, Branch Chief), will be contacted if time critical. If no one is available in the higher levels of supervision within the branch, the employee will contact another supervisor in the branch.

- 5.5 **Employee Access.** All NPC employees in nonwork status, who do not have badges, may be granted access to the Employer's premises, for official business, including secured areas when necessary, through the issuance of appropriate badges. Such employees may be granted access to meet with managers/supervisors, Union officials, EEO officials, etc.

Former employees and employees in nonwork status who have actions pending may be granted an appropriate badge to meet with representatives of the Union. When in a secured area, the former employee will be accompanied by a Union official.

The Employer may contact the party to be visited before providing the appropriate badge.

- 5.6 **Independent Actions.** The terms of the Agreement do not preclude any unit employee, regardless of whether he or she is a member of the Union or not, from bringing matters of personal concern to the attention of the Employer in accordance with applicable laws, rules, or regulations; or from the free presentation of formal complaints, appeals, or grievances in person or by a representative of the employee's own choosing, through any established Census procedures, except as provided in Article 8 of this Agreement.
- 5.7 **Freedom from Reprisal.** Except as otherwise expressly provided in this Agreement or the Act, each employee shall remain free from restraint, interference, coercion, discrimination, or reprisal in the exercise of any rights arising pursuant to the terms of this Agreement.
- 5.8 **Assignments to Supervisory Positions.** Any employee of the unit shall, upon detail or temporary promotion to a supervisory or management position or assignment, be suspended from his or her normal status as a member of the unit for the duration of the detail or temporary promotion. If such an employee is a member of the Union, he or she shall refrain from participating in the management of the Union or from acting as a representative of the Union.
- 5.9 **Charitable Organizations.** Neither party to this Agreement shall require or coerce employees to donate to charitable organizations or to invest in U.S. savings bonds. However, this section shall not be so construed as to prohibit the Employer from posting or circulating information concerning such organizations or bonds, or from otherwise encouraging employees to contribute to, or to invest in, the same.

ARTICLE 6 - RIGHT TO BARGAIN

Where, during the term of the Agreement, the Employer proposes to act on a subject or matter negotiable under Section 7117 of the Act, but which involves no change in the

terms of this Agreement, the Employer will notify the Union in writing as far as practicable in advance of the proposed effective date. Any request by the Union to bargain in connection with the proposed action will be directed to the ELRS in writing, within 7 workdays following receipt of notification. Failure on the part of the Union to respond within the 7-workday limit will constitute full acceptance of the Employer's course of action. However, this 7-day limit may be extended by mutual agreement of the parties.

ARTICLE 7 - ALTERNATIVE DISPUTE RESOLUTION/MEDIATION

- 7.1 **Alternative Dispute Resolution (ADR).** ADR is an umbrella phrase used to describe problem-solving methods or techniques which are efficient and cost-effective. It is a process which increases both the likelihood and quality of settlement.

ADR is used in workplace disputes such as Equal Employment Opportunity, grievances, and general conflicts. Since ADR may be used at any stage of a complaint, specific time frames relevant to the selected process (EEO, grievance, etc.) apply.

- 7.2 **Mediation.** Mediation is a process whereby a neutral and impartial third party (the mediator) facilitates communication between negotiating parties which may enable the parties to reach settlement.

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

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1 **Purpose.** The purpose of this article is to provide a mutually satisfactory method for use by the parties in resolving complaints and grievances at the lowest level possible, and the Employer and the Union agree to work toward this end. Alternative Dispute Resolution/Mediation, in accordance with Article 7, is encouraged when appropriate.

- 8.2 **Definitions.** Except as elsewhere specified in this Agreement, the procedure contained in this article shall be the only procedure for the adjustment of a grievance:

- (a) by an employee concerning any matter relating to the employment of the

employee;

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

The Employer and the Union agree that where several employees have filed grievances which involve the same issue or factual situation(s), the parties shall jointly select one grievance for formal processing. All aggrieved employees shall be advised in writing, by the parties jointly, that the decision on the one grievance selected shall be binding on the others.

8.3 Exclusions.

- (a) The following matters are specifically excluded from the application of the grievance procedure contained in this article:
 - (1) any claimed violation of subchapter III of Chapter 73 of Title 5, United States Code (USC) (relating to prohibited political activities);
 - (2) retirement, life insurance, or health insurance;
 - (3) a suspension or removal under 5 USC 7532 (relating to national security);
 - (4) any examination, certification, or appointment;
 - (5) the classification of any position which does not result in the reduction in grade or pay of an employee;
 - (6) the decision to adopt or not to adopt a suggestion, or to grant or not to grant an award to an individual or group of employees under the Employer's Incentive Awards Program (e.g., On-the-Spot Awards, Census Award of Excellence, etc.) except where the misapplication of award criteria is involved;
 - (7) a preliminary warning or notice (such as leave restriction, production warning letter, counseling) of an action which, if effected, would be covered under this article, except where the misapplication or violation of this Agreement is involved;
 - (8) except where the misapplication or violation of regulations or this

Agreement or the imposition of AWOL is involved, a decision to grant or not to grant:

- (A) any type of leave,
 - (B) compensatory time off, or
 - (C) excused absence;
- (9) separations of probationary, excepted, or temporary employees;
 - (10) assignment to or from a non-unit position, except where a violation or misapplication of regulation or law is involved;
 - (11) personnel action as a result of reduction in force.
- (b) Matters covered under the procedure and under certain statutory appeal procedures may, at the discretion of the aggrieved employee, be raised under either or both procedures during the informal stage but under only one of the procedures at the formal stage. The employee will be deemed to have exercised this option at such time as the employee timely files written notice under the applicable appellate procedures or timely files a grievance in writing under this article, whichever event occurs first. The matters for which this option exists are:
- (1) discrimination because of age, race, color, religion, sex, national origin, disability, reprisal, marital status, or political affiliation;
 - (2) removal or reduction in grade based on unacceptable performance; and
 - (3) adverse action (i.e., removal, suspension for more than 14 days, reduction in grade, reduction in pay, and furlough of 30 days or less).

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

- 8.4 **Timeliness.** When a grievance arises from a specific event or instance, the complaint/grievance process should be initiated within 10 workdays of the event or instance; or, if the grievant was not then aware of having been aggrieved, within 10 workdays of the date on which the grievant became, or should have become, aware of having been aggrieved. In the spirit of Partnership and the continuing effort to resolve complaints/grievances at the lowest level, the Union will be afforded up to 10 additional workdays after being contacted by the employee to attempt to resolve the complaint or file informally.

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

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

- 8.5 **Grievant's Rights.** Any unit employee, or group of unit employees, retains the right to present a grievance to the Employer under this article without the intervention of the Union, as long as the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present during the grievance proceeding. In presenting a grievance under this section, an employee is bound by, and may avail himself or herself of, all provisions of this article, except that the employee may not invoke arbitration over any issue.
- 8.6 **Representation.** A unit employee may, at any stage of a grievance, request and obtain representation by the Union. When an employee chooses to be represented, all written correspondence related to the grievance shall be addressed to the representative with a copy to the employee. Union officers and stewards may receive, but shall not solicit, complaints or grievances from unit employees during duty hours. Both the employee and his or her representative, if any, shall remain unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of the employee's grievance.

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

- 8.7 **Informal Grievance.** The Employer and the Union agree to encourage the resolution of grievances at this informal level. When there are two levels at the informal stage, each deciding official will be afforded up to 10 workdays to resolve/respond to the grievant and his/her representative. However, the intent is that both levels be completed within 20 workdays. Should there be only one level at the informal stage (i.e., filed directly with the branch chief), this level would be completed within 10 workdays. If ADR/mediation is mutually agreed upon, time frames for the grievance process may be extended in accordance with Article 8.4.

- (a) **EMPLOYEE GRIEVANCES.** A grievance shall first be taken up informally by the employee concerned and the lowest-level Management official with authority to grant the relief sought, normally the employee's immediate supervisor. Informal grievances are documented on the informal grievance form which is completed by the aggrieved employee, his/her representative, and the deciding official. The employee's presentation of the grievance will be treated as a personal discussion. Where the employee exercises his or her right to a representative under Article 8.6, the Employer reserves the right to designate a

fourth person to be present as well.

If the employee and the Management official involved are unable to reach a mutually acceptable solution to the grievance, the employee shall contact the appropriate branch chief, or designee, in an attempt to resolve the grievance. In cases where relief is offered either in whole or in part, the grievant(s) will annotate on the informal grievance form, when relief is acceptable, that the grievance will be dropped upon receipt of relief. The informal grievance form will be retained by the grievant with a copy to the Deciding Official upon completion of the informal level.

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

- (b) **UNION GRIEVANCES.** The matter shall be taken up informally with the lowest-level Management official with authority to grant the relief sought. If the official with such authority is above the branch chief level, the Union may proceed to the formal stage as provided in Articles 8.9 and 8.10(a).
- (c) **MANAGEMENT GRIEVANCES.** All Management complaints shall be treated as formal grievances in accordance with Articles 8.9 and 8.10(b).
- (d) **DISCIPLINARY ACTIONS.** Grievances concerning oral admonishments, written reprimands, or suspension of 14 days or less must be filed informally in accordance with Article 8.7. Such grievances must be filed within 10 workdays of the issuance of the oral admonishment, written reprimand, or suspension of 14 days or less.

Grievances over suspensions over 14 days, demotions, or removals may be filed at the formal stage in accordance with Article 8.9 at any time after receipt of the decision but not later than 15 workdays after the effective date of the action.

- (e) **PERFORMANCE-BASED ACTIONS.** Grievances over demotions or removals may be filed at the formal stage in accordance with Article 8.9 at any time after receipt of the decision but not later than 15 workdays after the effective date of the action.

8.8 Nullification. The parties further agree that where, in the case of an individual employee grievance, the employee dies, resigns, or is otherwise separated from the unit before a decision is reached on his or her grievance, the grievance shall be nullified except where a question of back pay is involved. Failure of the grievant to meet any of the time limits in this article shall have the effect of nullifying the grievance.

8.9 Formal Filing Procedure. If the grievance is not satisfactorily resolved as provided in Article 8.7, or is not subject to informal resolution under Article 8.7(b) or (c), the grievant

may choose to present a formal grievance. The grievance must be filed within 10 workdays of the completion of the informal stage in the case of employee grievances and Union grievances subject to informal resolution. In the case of Management grievances or Union grievances subject only to formal resolution, they must be filed within 15 workdays after occurrence of the action or incident being grieved.

Formal grievances shall be directed to the Division Chief, with one copy to the Human Resources Branch (HRB). The Division Chief or designee will determine within 5 workdays following receipt that the requirements of this article have been met. In the case of a Management grievance, the grievance will be referred to the Union President within 5 workdays after receipt of the grievance by the Chief, NPC.

If a grievance has been improperly filed under this article, it shall be remanded to the grievant with a specific statement as to the deficiencies. The grievant shall then have 3 additional workdays to file the grievance properly. Should the grievant fail to remedy the deficiencies within the 3 workdays, and absent any further extension of the time limit, the grievance shall be nullified.

If ADR/mediation is mutually agreed upon, time frames for the grievance process may be extended in accordance with Article 8.4.

In all cases, the grievance must:

- (a) be in writing;
- (b) be identified as a formal grievance;
- (c) be within the scope of the grievance procedure;
- (d) specify when and in what manner the grievance arose;
- (e) cite specific provision(s) of this Agreement, or the applicable regulation, claimed to have been misinterpreted, misapplied, or violated;
- (f) specify, when appropriate, the corrective action sought by the grievant;
- (g) identify, where not already designated under Article 8.7, the grievant's designated representative, if any;
- (h) state, where appropriate, whether the grievant has taken any action under the informal complaint procedure of Article 8.7, the date such action was completed, and furnish the name of the official, if any, to whom the informal complaint was referred;
- (i) be accompanied by a copy of the informal grievance form, where appropriate; and
- (j) be signed by the grievant and representative, if any.

If the parties are unable to agree that an alleged grievance is subject to the procedure contained in this article, the matter may, following receipt of decisions under Article 8.10, be referred for decision in accordance with Article 8.12.

8.10 Formal Grievance.

(a) EMPLOYEE AND UNION GRIEVANCES

- (1) **First Level:** The Chief, National Processing Center, or his or her designee, shall contact the branch chief, or other official, if any, to whom the complaint was last referred under Article 8.7, and shall request from such official a memorandum setting forth fully the circumstances surrounding that complaint and the steps taken to resolve it. The grievant shall be given an opportunity to review, and comment upon, this memorandum. The Chief, NPC, or designee, will then meet with the grievant and his/her representative, if any, no later than 10 workdays after the grievance has been accepted. The deciding official shall render a decision within 15 workdays after this meeting.
- (2) **Second Level:** If the grievant is dissatisfied with the decision on the grievance at the first level of adjustment, the grievant may then, within 7 workdays after receipt of that decision, file an appeal by directing a copy of the grievance, together with a letter of appeal, to the Associate Director for Field Operations, with a copy simultaneously forwarded to the Chief, HRB. The Associate Director, or designee, shall review the grievance and shall, if necessary, contact appropriate officials or employees, as well as the grievant and his or her representative, if any. The deciding official shall render a written decision within 20 workdays after receipt of the appeal.
- (3) In cases where relief is offered in whole or in part, the representative/grievant(s) will, upon acceptance of relief, notify the deciding official in writing that the grievance will be dropped upon receipt of relief.

- (b) **MANAGEMENT GRIEVANCES.** All Management complaints shall be treated as formal grievances in accordance with Article 8.10. Management grievances may be filed by the Division Chief (or designee), or by any branch chief (or designee) over the area in which the specific event or instance occurs.

Upon receipt of a Management grievance filed and referred under Article 8.9, the Union President or other Union official shall meet with the grievant no later than 10 workdays after the grievance has been accepted. The Union President shall render a written decision within 15 workdays after this meeting.

- (c) **DOCUMENTATION.** Upon written request, appropriate documentary evidence upon which grievance decisions are based will be made available to the grievant(s) and/or the representative. The party requesting the information shall

sign for it upon receipt.

- 8.11 **Binding Arbitration.** Arbitration is provided for in this grievance procedure as a means of obtaining the services of a third party, when necessary, to assist in the resolution of grievances. The arbitration procedure set forth herein shall not be extended to include matters related to changes or proposed changes in this Agreement, such changes being subject to negotiation under the terms of this Agreement; nor shall it be extended to disputes over any matter excluded from the grievance procedure under Article 8.3(a).
- 8.12 **Invoking Arbitration.** Either party to this Agreement may, within no more than 10 workdays following receipt of decision under Article 8.10, invoke binding arbitration as the final step of the grievance procedure contained in this article. The party invoking arbitration shall do so by means of timely written notice to the other party, and shall identify in such notice the specific question proposed for arbitration. If the parties are unable to agree that such question is subject to arbitration under the terms of this Agreement, the matter shall be referred for decision to the arbitrator as a threshold issue.
- 8.13 **Selecting the Arbitrator.** Within 20 workdays from the date of receipt of a valid arbitration request, the parties will jointly submit a request for a panel of arbitrators to the Federal Mediation and Conciliation Service (FMCS) Office of Arbitration Services (OAS) through the completion of "Request for Arbitration Panel," Form R-43. The parties will share the costs. A list of seven qualified candidates will be provided by the OAS. If an arbitrator is agreed upon by the parties, the OAS will make a formal appointment. If the parties do not agree on the first seven names provided by the OAS, an additional list will be provided and the parties will share the costs. A justification for additional names must be included. If, after two lists have been provided by the OAS and no agreement on an arbitrator can be reached, the parties may request a third list. In either case, the arbitrator then has 14 days to contact the parties for the date and location of the arbitration.

From the list of 7 candidates, 1 arbitrator will be chosen by alternately striking single names from the list until 1 name remains. The Employer shall have the first strike for the first arbitration case, the Union shall have the first strike for the second arbitration case, and thereafter, the parties shall alternate in this manner.

Expedited Process. Expedited arbitration must be mutually agreed upon on a case-by-case basis, and is whereby arbitrator appointment, hearings, and awards are acted upon quickly by the parties, FMCS, and the arbitrators. For the Expedited Process in selecting an arbitrator, the R-43 will be submitted with the understanding by both parties that only one panel list will be sent. The arbitrator must be agreed upon within 30 days (using the striking method above). The arbitrator must contact both parties within 7 days. Both parties must attempt to schedule a hearing within 30 days of the appointment of the arbitrator. Absent mutual agreements, the hearing will be concluded in 1 workday with no transcripts. The arbitrator's decision and award must be completed within 7 workdays.

- 8.14 **Arbitration Proceedings.** The Employer and Union shall attempt to agree in writing

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

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

Written briefs may be submitted by the parties to the arbitrator, together with any documentation and stipulations of fact. The arbitrator will exchange copies of any briefs between the parties. The arbitrator may issue a decision and award based on the information contained in the briefs, or, if the arbitrator believes it will develop facts not previously brought out and will assist him or her in arriving at a decision, or if either party so requests, the arbitrator shall direct that a hearing be held.

Except in extraordinary circumstances, such hearing will be held on the Employer's premises during regular day-shift hours of the basic workweek.

At least 5 workdays before the hearing, each party agrees to give the other a written list of any witnesses it expects to call. Each party is responsible for notifying its witnesses of the date, time, and place for the arbitration. Subject to work requirements, official time will be granted for employee witnesses. However, under no circumstances will overtime or compensatory time off be authorized under this section for either participants or witnesses called.

If the parties settle the issue prior to the scheduled hearing, the parties must inform the arbitrator and the OAS. Such notification of settlement will be the responsibility of the charging party. A copy of the notification will be forwarded simultaneously to the Labor Relations Office or Union, as appropriate.

- 8.15 **Decision of Arbitrator.** In fashioning an award, the arbitrator shall not add to, subtract from, or otherwise modify any of the terms of this Agreement; nor shall the arbitrator substitute his or her discretion for that of the Employer or the Union where either party has such discretion by virtue of the terms of this Agreement. The arbitrator's award shall also be in accordance with the terms of this Agreement, existing laws and regulations of appropriate authorities, published agency policies and regulations, and the Act.

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

be directed to the parties' representatives.

8.16 **Exceptions.** Either party may file exceptions to an arbitration award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The filing of such an exception shall act to stay the effect of an award until final adjudication by the Authority.

8.17 **Costs of Arbitration.** The costs of arbitration, if any, shall be shared as follows:

- (a) Arbitrator's fees and expenses shall be shared equally by the parties. Management will prepare a procurement request for obligation of the Employer's half of the cost, with a notation that the Union is responsible for the other half, and forward to Procurement. When the Union receives the invoice for their share and a copy of the decision from the arbitrator, they will forward to the Employee and Labor Relations Office a copy of their check, made payable to the arbitrator, for the Union's half of the cost. The Employee and Labor Relations Office will then forward a copy of the check to Procurement.
- (b) The original transcript, where required by the arbitrator or by the mutual agreement of the parties, shall be executed by a certified court reporter. The cost of the original copy, which will be sent to the Employer, shall be shared equally by the parties. Management will prepare a procurement request for obligation of the Employer's half of the cost, with a notation that the Union is responsible for the other half, and forward to Procurement. When Procurement receives the transcript from the court reporter, the Employer will run three photocopies of the transcript and provide one photocopy to the Union, one to the Employer's representative, and one for the Employer. The original transcript will be forwarded to the arbitrator.

When the Union receives their copy of the bill from the court reporter for their share, they will forward to Employee and Labor Relations Office a copy of their check, made payable to the court reporter, for the Union's half of the cost. The Employee and Labor Relations Office will then forward a copy of the check to Procurement.

- (c) All other costs which the parties mutually agree to incur shall be shared equally.

ARTICLE 9 - REQUEST FOR INFORMATION

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

- a) **GRIEVANCE:** The Union and the Employer agree to provide information which is necessary and relevant in order to decide whether or not to pursue a grievance under the procedure in Article 8.
- b) **GENERAL INFORMATION:** Upon written request by the Union to the Chief,

HRB, the agency shall provide data and copies of reference material which are available, necessary, reasonable, and which are not prohibited by law.

- c) **PROCEDURES:** The requester will first contact, by phone, the appropriate person who can provide the information. The purpose of this advance notification is to discuss time frames, the reason for the request, and to ensure that the request is appropriately directed. If the person cannot be reached by phone the same information will be sent electronically.

The advance notification will be followed by electronic submission of the Request for Information (Form NPC-859). The electronic submission will be directed to the appropriate person who can provide the information with a copy to the branch chief.

The person who provides the information will print a copy of the electronic request and include it with the information sent to the requestor. When the information is received the requestor will acknowledge receipt.

If the requestor/recipient does not have access to a personal computer a paper copy will be acceptable.

ARTICLE 10 - PROMOTION, ASSIGNMENT, AND DETAIL

The NPC Merit Assignment Plan applies to promotions, to assignments to positions with known promotion potential, and to such other personnel actions involving advancement in competitive service positions as are set forth therein. The Employer agrees to adhere to the Plan when filling unit vacancies through the competitive procedures. Consistent with the Act, the Employer reserves the right to make selection for vacancies from any source. By cross-reference, the NPC Merit Assignment Plan, as it applies to bargaining unit positions, is incorporated in this Agreement.

ARTICLE 11 - WORK SCHEDULES

- 11.1 **Work Schedules.** The schedules implemented under this provision will be governed by work requirements and efficiency, and will be at the discretion of Management. Under existing regulations, the basic workweek will consist of 5 days (Monday-Friday), exclusive of holidays, 8 hours per day, excluding mealtime.

The following work schedules may be considered:

- (a) 5/4/9. Employees under this plan will work 9 hours a day for 8 days, and 8 hours for 1 day each pay period.
- (b) 10-Hour Days. Employees under this plan will work 10 hours per day for 8 days each pay period.
- (c) Other schedules, as appropriate.

When an alternate work schedule (AWS) is first established or re-established, preference for off days will be given on the basis of EOD. In cases where employees move from one branch to another, their requests for an AWS day will be considered by Management, and may be changed in accordance with established branch procedures. Individual assignments to any work schedule will not be subject to the negotiated grievance procedure.

- 11.2 **Change in Work Schedules.** Except in the event of an emergency, the Employer agrees to give any affected employees at least 1 week's advance notice, where possible, of any change in their normal work schedules.
- 11.3 **Request for Shift Reassignment.** The Employer agrees to consider an employee's written request for reassignment from night shift to day shift prior to considering applications from other qualified candidates. Such reassignments may be effected only at the employee's permanent grade level and to positions for which the employee qualifies. Such requests will be directed to the HRB and will remain active for 6 months.
- 11.4 **Rest Periods.** The Employer agrees to authorize a 15-minute break in both midmorning and mid-afternoon (and similarly for night-shift employees).

ARTICLE 12 - OVERTIME

For purposes of this article, staffing area will be determined by the Employer. Employees are expected to treat overtime with the same respect as regular time. Employees are to call the supervisor within the first hour if they are unable to work that overtime. The Employer agrees to advise employees of anticipated overtime as soon as possible.

- 12.1 **Voluntary Overtime.** The parties agree that the needs of the organization require that overtime be accomplished in the most efficient manner. Therefore, the branch chief (or designee) will consider the following when scheduling periods of overtime:
- Current documented performance and attendance of employees in the affected staffing area;
 - Possibility of employees working on their scheduled AWS days; and
 - Opportunity to offer equal number of hours to employees in the affected staffing area, including craft.
- (a) The following will be used for documenting overtime:
- (1) Availability List (Form BC-1178) - List indicating hours available for overtime. Each eligible employee in the affected staffing area indicates availability (yes/no) for overtime opportunities. Availability lists will be maintained by the supervisor for a reasonable period of time, making the list available to employees, upon request.

- (2) **Rotation List** - When overtime is offered to a limited number of eligible employees in the affected staffing area, a rotation list will be used to determine employees who will be offered the “rotational” overtime assignment. This list will be used each time rotational overtime is needed beginning with the next employee on the list. At a minimum, rotation lists will be separated by staffing area, shift, and geographic location. Separate lists will be maintained for weekdays and weekends. Rotation lists will be made available upon request so that employees will know to which staffing area they are assigned for overtime purposes. Once a method of establishing a rotation order has been determined, it will remain the same. An availability list may be used for this purpose.

Employees who decline the opportunity to work a rotational overtime assignment may be treated as “having worked” for purposes of subsequent rotational overtime assignments. Correspondingly, employees who accept an overtime assignment, but fail to report, may be passed on their next opportunity.

- (3) **Record of Overtime Worked (Form DP-510)** - Used to document actual overtime hours worked.
- (b) Overtime will be offered to the eligible employees who are performing and/or usually perform the duties in the affected area. If the need for unscheduled overtime arises requiring a continuation of the shift, overtime will first be offered to employees currently present and performing the work.
- (c) Where the number of qualified volunteers within the staffing area is insufficient, the Employer may expand the area of consideration. In doing so, the Employer will first consider qualified employees in comparable or lower-graded positions separated by shift and geographic area.

This subsection shall not be construed as a precondition to the assignment of overtime under Article 12.2.

- (d) The Employer will document all overtime assignments. Upon written request in accordance with Article 9, the BC-1178 (Employee Availability for Overtime Inquiry) and the DP-510 (Record of Overtime Worked) will be provided to the Union.

12.2 Required Overtime. When the Employer determines that overtime assignments filled on a voluntary basis will not be adequate to meet deadlines, required overtime may be initiated. Employees required to work overtime will be given as much advance notice as possible. When practicable, notice will be at least 1 day. The Employer agrees to consider:

- (a) excusing employees from overtime assignments for:

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

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

In any event, should required overtime either not meet the Employer's needs or cause undue hardship on employees, employees may be assigned from other areas to accomplish the work.

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

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

ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

To initiate an EEO complaint, employees must bring the matter to the attention of the EEO Office within 45 days of the event/action. Alternative Dispute Resolution/ Mediation, in accordance with Article 7, can be used during the EEO process.

- 13.2 **EEO Committee.** The Employer agrees to establish an EEO Advisory Committee. The Committee shall consist of three members designated by each party with staggered terms, and the chair rotating annually. Each Committee member will serve for no longer than a 2-year period. The Committee's function shall be to advise the Division Chief and the Deputy EEO Officer with respect to its responsibilities under the Employer's EEO program by:

- (a) considering the goals, objectives and performance of the Employer's EEO program, and specific components thereof;
- (b) considering and making recommendations regarding the Federal Equal

Opportunity Recruitment Program (FEORP) Plan and special emphasis programs; and

- (c) providing advice to the Employer on matters related to EEO and where appropriate, upward mobility within NPC.

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

- 13.3 **EEO Counselors.** The Union may submit the names of nominees for these positions, and the Employer agrees to consider them.
- 13.4 **Representation for EEO Complaints.** A unit employee, in pursuing a complaint of alleged discrimination with an EEO Counselor, or at any step of the EEO complaint procedure, has the right to be accompanied by a Union representative, or other representative of his or her own choosing, if he or she so desires. If the Union is not the representative and the final adjudication will affect general conditions of employment of unit employees, the Union will be notified.
- 13.5 **Reasonable Accommodation.** Consistent with applicable law and regulations, the Employer agrees to implement reasonable accommodations to the known physical or mental limitations of disabled employees.

The NPC has established an Accommodations Panel, consisting of representatives from Management and a Union representative. This panel is designed to assist employees with disabilities. The Panel will work with Management to determine the feasibility of an appropriate accommodation, or assistive technology, tailored to meet the needs of the individual disabled employee. Any employee requesting a reasonable accommodation must provide acceptable medical documentation.

- 13.6 **Diversity Council.** The NPC Diversity Council has been established to recognize the contributions of all employees regardless of race, gender, color, religious beliefs, age, disability, or sexual orientation. The Diversity Council will consist of up to 12 members; 2 will be appointed by the Union; 2 will be appointed by Management. The remaining members will be selected by Union and Management representatives from the NPC workforce. The chair will be rotated between Management and Union representatives annually. NPC's EEO manager will serve as the technical advisor to the Council. Council members will serve for a period of 2 years; however, initially one Union, one Management, and 4 representatives selected by both parties will serve a 3-year term.

The Council shall meet monthly or as it deems necessary to consider specific goals and objectives established by the Employer and referred to the council. The council may make recommendations to the Employer regarding NPC's diversity initiatives and goals.

The Union will receive diversity information related to the council through its representatives.

ARTICLE 14 - COOPERATIVE LABOR-MANAGEMENT COMMITTEE

The role of the Labor-Management Committee is to deal primarily with issues of a division-wide concern. The members of the Committee, consisting of five members each and a technical advisor, will discuss issues of mutual concern, resolve problems, and broaden the base of cooperative labor-management relations. The Chief, NPC, and the Union President, AFGE Local 1438, will appoint members with an eye toward continuity and fresh ideas. In addition to the Committee, ad hoc groups will be formed to deal with specific problems, as needed. Any published decisions will be signed/issued by the Committee.

Regularly scheduled meetings will be held on the second and fourth Tuesdays at 9 a.m. in the Office of the Chief conference room. Other meetings will be called as needed. Meetings will be held as scheduled when there are at least two members available from each party. The meetings will have a structured agenda plus open discussion. The week before the meeting an agenda call will be sent out and agenda items will be shared with the Committee by close of business on Thursday. If subject-matter experts are to be invited, or if there is a need for a meeting to be closed, this will be indicated at this time also. The meeting leader will rotate between the Division Chief and the Union President, or their designees. Minutes will be taken and copies provided to the Committee.

ARTICLE 15 - FACILITIES AND SERVICES

15.1 Space, Equipment, and Services.

- (a) The Employer agrees to provide the Union with up to 400 square feet of lockable office space. The space will be completely enclosed for privacy purposes. This space allocation shall be temporary and subject to relocation if needed for Census Bureau work requirements. If relocation is anticipated for any reason the Union will be notified as soon as possible before such relocation must be made.
- (b) The Employer agrees to provide the Union with ten lockable cabinets, three desks, chairs, typewriter, two personal computers, one laptop, one printer, and two computer tables. The equipment provided shall be used only for legitimate representational functions.
- (c) The Employer agrees to provide the Union with telephone service. The service will include up to five telephone lines installed in the Union office.

All Union officials will have access to a telephone proximate to their worksite, and such use will not result in disruption in the work area. The Employer agrees to include in the NPC Telephone & Emergency Resource System the location and telephone numbers of the Union office and of Union officers.

- (d) The Employer will allow the Union to use its photocopying facilities for a reasonable number of copies of correspondence directed to Management or directly associated with a grievance. This copying may be done on official time

without charge to the Union.

- (e) The Employer will consider a written request for additional space, equipment, or services in accordance with Article 15.9. The Union agrees to ensure that the use of all equipment will be restricted to appropriate labor-management relations under Article 4. The Union further agrees to ensure that use of this equipment and services will be in accordance with NPC and U. S. Census Bureau policies. No facility or service granted under this section shall be used during duty hours for any form of internal Union business prescribed by Article 4.7.

15.2 **Meetings.** The Employer agrees to furnish the Union space to conduct regular membership meetings in Building 87 on the fourth Wednesday of every month at 5:15 p.m. This space shall be subject to relocation if needed for Census work requirements. The Union agrees to request through the ELRS space for any additional meetings on an as-needed basis.

15.3 **Membership Drive.** Upon no less than 15 workdays' advance written request, the Employer shall provide appropriate space and facilities to enable the Union to conduct a membership drive. The Union is permitted two membership drives of 2 weeks' duration per year during the life of this Agreement. The Union agrees to submit to the Employer, for review, a copy of all written bulletins and newsletters prepared by the Union to be used in connection with the membership drive 1 week prior to the beginning of the drive. In certain instances, time frames may be waived by mutual consent of the parties to expedite distribution. The Union agrees that it will be responsible for the propriety of materials distributed.

The Employer agrees to provide the Union, 30 days prior to each membership drive, an alphabetical listing of all unit employees, showing names, position titles, grades, and organization codes.

15.4 **Bulletin Boards.** The Employer agrees to provide designated space on bulletin boards for use by the Union in each building occupied by the Employer. The boards will be so located as to be accessible to unit employees. The Union agrees to provide the Employer with a list of the specific bulletin boards they request to be used for this purpose. If additional space on bulletin boards is needed, or if there is a need to change the designated space, the Union will make such request using Article 15.9 of the Agreement.

The Union agrees that it will be responsible for the propriety of materials posted on these boards. The parties further agree that routine notices to employees, copies of Union correspondence, extracts from publications of general distribution, and similar material may be posted by the Union without giving notice to the Employer, but that all other material may be posted only upon giving notice, and a copy of the material to the ELRS at least simultaneously.

15.5 **Distribution of Literature.** The Union may distribute literature in buildings either before or after duty hours. The Union agrees to submit copies of such material for the Employer's review at least 5 workdays in advance of distribution. In certain instances,

time frames may be waived by mutual consent of the parties to expedite distribution. The Union agrees that it will be responsible for the propriety of materials distributed.

- 15.6 **Mail Service.** The Employer's inter-office mail system shall be available for the distribution of Union communications relating solely to subject matter within the purview of the Act. Materials to be distributed must be submitted to the HRB for clearance at least 5 workdays in advance of distribution. The parties must mutually agree as to the volume of materials to be distributed and the times of such distribution.
- 15.7 **Distribution of Agreement.** The Employer agrees to print and distribute copies of this Agreement to all unit employees.
- 15.8 **Reference Material.** The Employer agrees to provide the Union access to public reference materials and to provide copies of OPM Notices of Regulatory Changes.
- 15.9 **Other Facilities, Services, and Supplies.** Any requests by the Union for other facilities, services, and supplies shall be made in writing, in advance, to the ELRS of the HRB. This will be the only means by which the Union will request facilities, supplies, and equipment, not provided for elsewhere in the Agreement. The Employer may grant the request subject to:
- (a) availability of the requested facility, service, or supply;
 - (b) a convincing demonstration of need by the Union; and
 - (c) payment by the Union of any costs over and above normal operating expenses.

If payment will be required by the Union, the Employer will give the Union an actual or estimated cost of items requested under this article prior to the item or service being provided.

ARTICLE 16 - DUES WITHHOLDING

- 16.1 **Basic Agreement.** The Employer agrees to deduct regular and periodic Union dues from the pay of unit members who have made a voluntary allotment for that purpose, provided that the authorizing employee's regular earnings are sufficient, after all other legal deductions have been made, to cover the full amount of the dues-withholding allotment. In addition, any supervisor who had in effect on December 31, 1970, a valid dues withholding authorization which was not subsequently rendered invalid or otherwise discontinued for any reason prior to the effective date of this Agreement, shall be eligible to continue such authorization through the life of this Agreement, provided, however, that such eligibility shall terminate immediately upon the discontinuance of such authorization for any reason and shall not be revived thereafter.
- 16.2 **Authorization.** Each unit employee wishing to have Union dues withheld from his or her pay shall secure from the Union form SF-1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues).

This form, when properly executed by both the employee and the Union, shall be transmitted to the ELRS for certification of the employee's eligibility for dues withholding. The new authorization will be effective the pay period following receipt in the ELRS office.

16.3 Amount of Withholding. The amount of regular dues of each unit member shall be certified by the Union on the unit member's SF-1187 at the time allotment is requested. If the amount of regular dues is subsequently changed by the Union, the HRB shall be informed in writing by the Union President as to the new amount. The new amount shall become effective as to all authorizing employees at the beginning of the first full pay period following receipt of such notice by the ELRS office. Only two such changes in the amount of withholding may be made in any 12-month period.

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

- (a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn from the Union;
- (b) at the end of the pay period during which the member is separated from NPC or by other personnel action is removed from the Unit;
- (c) as of the beginning of the first full pay period following receipt of notice from the Union that the member has ceased to be a member in good standing; or
- (d) at the beginning of the first full pay period following 1 year from the beginning of the allotment, or each subsequent anniversary date, following receipt of the member's written revocation.

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

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

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

ARTICLE 17 - LEAVE

17.1 Annual Leave. Annual leave is earned as a matter of legal right of the employee, and is not a privilege. The use of annual leave is subject to approval by the supervisor.

Annual leave will be scheduled according to the needs of the Division. All employees are

encouraged to take an adequate period of leave for a vacation each year, in order to enable them to serve with maximum efficiency. When employees request annual leave for vacation purposes in writing (OPM Form 71 June 2001 - Request for Leave or Approved Absence) by March 1 of each year, the supervisor will notify affected employees of conflicts as soon as possible, but no later than March 15. In cases where conflicts cannot be resolved to the satisfaction of the supervisor, preference will be given on the basis of an employee's EOD date. However, this preference will be given only once during any leave year.

When employees request annual leave for vacation purposes in writing by March 1 of each year, they will be notified of its approval or disapproval by March 30 in writing (OPM Form 71).

If the employee moves within NPC and there is a conflict in the scheduled leave, the supervisor will make efforts to accommodate the employee's scheduled leave. If the leave as scheduled cannot be accommodated, the decision will be based on the EOD date.

Annual leave, except in unforeseen circumstances (of which there should be a reasonable minimum), shall be planned and requested a sufficient period of time in advance of the beginning date to permit careful scheduling of leave for all employees concerned and in order to promote the efficient conduct of the work and the best interests of the NPC. Leave requests which do not meet this requirement may be disapproved when the employee's absence would be detrimental to the efficiency of the work unit or the supervisor is not satisfied as to the urgent or unexpected reason(s) for the employee's absence. If the leave request is not approved, the supervisor will provide a brief reason for disapproval on OPM Form 71 (June 2001). In those instances where annual leave is not requested in advance, the employee is personally responsible for contacting the supervisor as soon as possible but no later than 1 hour after the beginning of the shift.

- 17.2 **Sick Leave.** Sick leave is a period of approved absence with pay from official duties. Employees shall accrue sick leave in accordance with applicable laws and regulations. Sick leave may be granted to employees when the employee determines the need to request sick leave due to sickness, illness or injury and request such leave from their supervisor. Supervisors may request medical statements in accordance with Article 17.3.

Employees have the responsibility to assure the supervisor is notified of their need for unplanned sick leave. When an employee requires the use of sick leave, he/she is personally responsible for contacting the supervisor no later than 1 hour after the beginning of the shift. In rare situations (e.g. physical and/or mental incapacitation) another person may contact the supervisor on behalf of the employee.

Sick leave is also appropriate when requested in advance for medical, dental or optical examination or treatment and other purposes covered by sick leave regulations (i.e., off-site blood donations and counseling). When the employee has advance notice of examination or treatment, sick leave should be requested and approved in advance. Sick leave will also be approved when determined by health authorities having jurisdiction or by a health care provider that the employee's presence on the job would jeopardize the

health of others because of exposure to a communicable disease.

The provisions of sick leave apply to employees who must absent themselves from work because of:

- (a) physical or mental illness, injury, pregnancy, or childbirth;
- (b) medical, dental, or optical examination or treatment;
- (c) presence of a contagious disease in an employee's immediate family that requires his or her personal care, and is supported by acceptable medical documentation;
- (d) exposure to a contagious disease which would endanger the health of co-workers, and is supported by acceptable medical documentation;
- (e) adoption-related activities;
- (f) appropriate reasons as specified in Family Friendly Leave Act (FMLA, FEFFLA, expanded use of sick leave); and
- (g) other purposes covered by sick leave regulation (i.e., off-site blood donations and counseling). Employees are encouraged to recognize the value of sick leave and should conserve their sick leave use in case of extended illness and to be able to meet the requirements of FMLA, FEFFLA, and Expanded Use of Sick Leave benefits and entitlements. The Union joins the Employer in efforts to encourage employees to conserve their sick leave and to curb any obvious abuses.

Occupational Health Unit Visits. When it becomes necessary for an employee to use the services of the Occupational Health Unit, an employee may be excused for up to 1 hour, without charge to leave. It will be the determination of the Health Unit Professional(s) as to the amount of time (within the 1 hour) to be used. When the absence exceeds 1 hour, the employee must contact his or her supervisor immediately to request leave approval to cover the additional absence. Excused time shall not normally exceed 6 hours per quarter. This time, like any other excused time, is a privilege and not an entitlement.

If an employee needs recurring treatment for a chronic illness, it must be prescribed in writing by the employee's physician and subject to the approval of the Health Unit Professional(s) based on reasonable ability to accommodate.

- 17.3 **Medical Documentation.** Medical documentation will not ordinarily be required of an employee absent as a result of an illness for 3 days or less; however, a supervisor may request medical documentation for this leave due to illness of less than 3 days or may accept a written statement from the employee.

Medical documentation will normally be required for leave usage in excess of 3 days;

however, if actual medical attention was not required, the supervisor(s) may accept a written statement from the employee in lieu of such a certificate. The supervisor may require a written statement from the employee, an OPM Form-71, "Request for Leave or Approved Absence," properly completed, or a medical certificate signed by a physician, authorized practitioner, or other authorized medical personnel. The employee may submit the medical documentation directly to the NPC Occupational Health Unit. The employee has the responsibility to inform the supervisor they have done so. Approval of sick leave is the responsibility of the supervisor.

For any period of sick leave for which documentation is required, such medical documentation must include, at a minimum,

- (a) certification that the employee was incapacitated for duty, or words to that effect,
- (b) documentation stating the employee was under the care/treatment of the physician, authorized practitioner, or other authorized medical personnel,
- (c) dates of the absence,
- (d) restrictions or limitations, if any, and/or time limits for restrictions or limitations, and
- (e) a return to duty date.

If the documentation is determined to be insufficient, the supervisor will, upon request, inform the employee why the documentation is unacceptable.

If the employee visited the medical practitioner for routine/scheduled medical care or exams, written confirmation of that visit may be requested by the supervisor.

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

With supervisory approval, if an employee is on extended leave, arrangements may be made so the employee is not required to call in daily.

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

- 17.4 **Medical Releases.** At the employee's election, a medical release may be signed which authorizes the Health Unit Professional(s) to call the physician for medical information to cover an employee's absence when the supervisor has determined medical documentation is insufficient to cover the employee's absence. The employee may contact the physician's office by telephone from the Occupational Health Unit and inform them that a medical release has been signed by him/her. If the physician is available at the time of

this telephone call, the employee may be present while the Health Unit Professional talks with the physician. If the physician is not available at that time, the Health Unit Professional will conduct a follow-up telephone call to the physician. In cases where medical releases are signed, both the employee and the supervisor will be advised by the Health Unit Professional of the findings.

17.5 Leave Without Pay.

Short Term. Consistent with work requirements and a good leave record, the Employer may approve requested short periods of LWOP not to exceed 15 days (i.e., 120 hours) in a calendar year without the requirement to exhaust accrued leave.

Long Term. The Employer may grant longer periods of LWOP; however, the employee may be asked to exhaust his/her appropriate existing leave first.

The decision to grant or not grant such leave will not be subject to the grievance procedure except where misapplication or violation of regulations is involved.

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

17.7 Emergency Administrative Leave. Employees who are prevented from working because of interruption or suspension of normal Division work operations owing to extreme weather conditions, equipment breakdown, fires, floods, or other natural phenomena, shall be granted administrative leave during the period of such interruption or suspension in accordance with appropriate regulations.

17.8 Leave Counseling. Leave counseling is designed to assist employees in correcting attendance problems. Counseling on leave will normally be limited to employees whose usage indicates abuse. Leave approved during a liberal leave usage period should not be counted against employees for counseling purposes. Leave balances should not be the sole factor for determining leave abuse.

Documented counseling will normally be annotated on the back of the employees' leave analyses, which should be signed or initialed by both the employee and the supervisor.

The Employer and Union agree that employees can be disciplined regardless of whether or not they have been previously counseled.

17.9 Leave Restriction. Leave restriction is not discipline but is designed to assist employees in correcting attendance problems. Employees who have attendance problems may be placed on leave restriction after documented counseling, based upon a review and evaluation of their leave. Such restrictions will continue in effect until a marked improvement is noted in the leave usage. However, it will not normally be extended beyond one additional 90-day extension period.

Leave approved during a liberal leave usage period should not be counted against

employees for leave restriction purposes.

The granting of LWOP for personal or medical reasons is at the discretion of the Employer. Therefore, in cases where attendance is unsatisfactory as a result of excessive use of LWOP, any additional requests for LWOP during this period will normally be disapproved.

Any unauthorized absence (AWOL) is a serious matter. An employee's continued abuse of leave regulations will provide the basis for disciplinary action.

During the employee's probationary or trial period (usually during their first year of employment), the employee will not normally be given the opportunity to be placed on leave restriction as a means to improve their attendance. The Employer and the Union agree that employees can be disciplined regardless of whether or not they have been previously counseled and/or placed on leave restriction.

For further guidance on leave restriction please see "Leave Restriction Letter" included in the glossary.

17.10 Family-Friendly Leave.

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

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

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

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

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

A family member is defined in the Department of Commerce Leave Handbook as son, daughter, spouse, mother, or father.

The number of hours used under FEFFLA will be deducted from the 12 administrative workweeks available under FMLA.

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

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

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

A female employee may use sick leave to cover the time required for physical examinations and to cover any period of incapacitation due to pregnancy. Such sick leave may be used in connection with approved annual leave and LWOP. The Employer will assure continued employment in his/her position or a position

of like grade and pay to the person who wishes to return to work following delivery, confinement, and/or child care under this article unless termination is otherwise required by an expiration of appointment, by reduction in force, for cause, or for other reasons unrelated to the absence.

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

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

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

ARTICLE 18 - REDUCTION IN FORCE

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

When reduction in force (RIF) is necessary, the Employer recognizes the desirability of minimizing the effect of such an action on career or career-conditional employees by utilizing existing vacancies to the maximum extent feasible by placing in continuing positions employees who would otherwise be separated from the service, including vacancies for which affected employees can be trained in a reasonable period of time.

- 18.2 **Retention Registers.** The Employer will give the Union a minimum of 15 days' notice prior to notice to the employee of an impending RIF. It is understood that information so provided will remain confidential. The Union will designate no more than two Union

officials who shall represent the Union in reviewing all retention registers which affected bargaining unit employees are entitled to review.

When an employee is to be released from his or her competitive level, he/she is entitled to review the retention register not only for his/her own competitive level, but also for the levels in which there are employees who may displace him/her, and for levels into which employees think they may be entitled to displace. Pursuant to a written authorization from a bargaining unit employee who has received a RIF notice, the designated Union representative may review these same retention registers.

- 18.3 **Assistance to Employees.** Any career or career-conditional employee who is separated because of RIF will be placed on the reemployment priority list in accordance with the eligibility provisions of applicable regulations. When employees have been adversely affected by RIF or transfer of function, the Employer recognizes its responsibility to:
- (a) help such employees to locate other jobs either within Census, in other agencies, or in private employment;
 - (b) advise employees of their appeal rights, retirement benefits, and rights to severance pay or reemployment; and
 - (c) counsel employees on any benefits that may be available to them from local state employment security agencies.

ARTICLE 19 - DISCIPLINARY AND ADVERSE ACTIONS

- 19.1 **Disciplinary Actions.** A disciplinary action, for purposes of this article, consists of either an oral admonishment, a written reprimand, or a suspension for 14 days or less. Disciplinary actions shall be taken only for just cause, and the issue of just cause shall be reviewable under the grievance procedure set forth in Article 8 of this Agreement.

A written reprimand may be removed from the Official Personnel File (OPF) after 1 year upon written request by the employee to the Employee and Labor Relations Office.

- 19.2 **Adverse Actions.** An adverse action, for purposes of this article, consists of either removal, suspension for more than 14 days, reduction in grade or pay, or furlough without pay for 30 days or less, of a career or nonprobationary career-conditional employee.
- 19.3 **Notification of Actions to Union.** The Employer will send to the Union a summary of disciplinary dismissals of unit members on a quarterly basis. The Employer agrees to provide the individual employee an optional representative copy of the decision to remove at the same time the unit member is notified.
- 19.4 **Records of Infraction.** Form BC-290, Record of Infraction, is not a disciplinary action, but may be the basis for discipline. When misconduct occurs, the appropriate Management official will complete section 1 of the BC-290, sign the form and present it to the employee. An employee will be told in advance when a meeting is scheduled to

present a BC-290. The employee may request and obtain representation by the Union in accordance with the provisions of Article 4.1(b) of this Agreement. When an employee chooses to be represented, all written correspondence related to the discipline shall be addressed to the employee with a copy provided for the representative.

In the event the employee's absence precludes the issuance of a BC-290, it may be mailed to the employee along with any appropriate instructions.

The employee will be given up to 3 workdays following receipt of the BC-290 to respond to the charges(s) in writing on section 2 of the BC-290. The response will normally be presented to the manager who initiated the BC-290.

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

If the Agency determines that discipline is not warranted, the BC-290 will be destroyed and the employee and/or representative, if any, will be notified as soon as possible. The only exception would be if the employee claims a handicapping condition and the Employer delays taking disciplinary action as part of an accommodation agreement such as pending successful completion of a rehabilitation program or other extraordinary circumstances. In the case of such extraordinary circumstances, the employee will be notified as soon as possible of the retention of the record of infraction and the reasons why.

If a BC-290 is not issued to an employee due to the nature of misconduct, or the employee's absence from work, the Agency is not prevented from taking disciplinary action. Some examples of misconduct in this case include, but are not limited to threatening behavior, violation of Security/Safety regulations, etc. Some examples of absence from work in this case include but are not limited to failure to return to duty in accordance with Article 22.5 and 23.5, unauthorized absence, etc.

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

ARTICLE 20 - OCCUPATIONAL SAFETY AND HEALTH

- 20.1 **Basic Commitment.** The Employer recognizes that Section 19 of the Occupational Safety and Health Act of 1970 (OSHA) and the provisions of Executive Order 12196 have specific application to the Federal service, and the Employer agrees to comply with applicable agency standards issued pursuant to the OSHA and Executive Order 12196. The Union agrees to cooperate with the Employer's efforts to maintain a safe and healthful workplace for unit employees, and to encourage them to follow the Employer's safety rules. However, the Employer and the Union agree that the primary responsibility for observing safe work practices rests with each employee.
- 20.2 **Alleged Unsafe or Unhealthful Conditions.** The Employer and the Union encourage unit employees to be alert to unsafe or unhealthful conditions at the worksite. When such a condition is observed, the employee shall report it immediately to the appropriate supervisor. If the matter cannot be settled informally between the employee and the supervisor, the employee should, wherever possible, contact higher levels of Management, up to and including the appropriate branch chief, in an attempt to resolve the matter. The employee may be accompanied by his or her Union steward while presenting a safety or health problem to Management.

If the matter is still unresolved, the employee may request an inspection of the worksite in question by giving notice of the alleged unsafe or unhealthful condition to the NPC Safety Officer or designee. Such request shall be in writing, and shall set forth with reasonable particularity the grounds for the request. In the case of imminent danger to life or limb, the request may be made initially by telephone, but shall be reduced to writing as soon as possible thereafter. The employee will be notified in writing by the Safety Officer of the final disposition of the employee's report. If still dissatisfied, the employee may then file a formal grievance in accordance with and subject to the time limits in Section 8.10 of this Agreement.

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

- 20.3 **Emergency Safety/Medical Conditions.** In crisis situations, call extension 3911 (Security Center).
- 20.4 **Information.** The Union shall receive a copy of the Employer's annual statistical summary (OSHA 300 Log) of occupational injuries and illnesses. This report will include the buildings and adjacent areas in which these accidents have occurred. The Employer will post the OSHA 300 Log in accordance with the relevant provisions of 29 Code of Federal Regulations.

The Employer agrees to post notices informing unit employees of the protections and obligations provided for in the Employer's occupational safety and health program. A list

of the installation's Safety/Security Representatives, by branch and area of responsibility, will also be posted.

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

The Union and the Employer agree to the establishment of an Occupational Safety and Health Advisory Committee. The Committee shall consist of four members designated by each party, and shall elect a chairperson annually. The Committee will have no decision-making authority but will offer advice and recommendations to the NPC Safety Officer by:

- (a) considering the applicability of agency standards issued as a result of OSHA regulations and Executive Order 11807 to NPC operations;
- (b) considering and commenting upon plans for abating safety and health hazards;
- (c) reviewing responses to reports concerned with allegations of hazardous conditions, alleged safety and health program deficiencies;
- (d) upon request, accompanying the Safety Officer, or designee, on his or her *annual* inspection of workplaces;
- (e) reviewing findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.

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

Members of the Safety Committee may participate in the Louisville Area Federal Safety and Health Council in order to maintain a current awareness of Federal health and safety issues. The Employer agrees to make efforts to provide appropriate health and safety training to Committee members.

- 20.6 **Safety/Health Training.** The Employer agrees to provide employees with appropriate orientation, training, furniture, and equipment necessary to perform their duties in a safe and healthful manner. Training will include instruction in proper work methods to be used, and proper use of required protective equipment, furniture, as well as training regarding occupational hazards and health risks. The parties agree to review and discuss on a regular basis the need to update training and to replace furniture or equipment. Equipment and furniture will be replaced as needed; training will be updated as needed. Employees who have a need for special health/safety training or accommodation should

make that need known to their supervisor. The Employer agrees to make every effort to accommodate that need.

- 20.7 **Personal Protective Equipment and Clothing.** The Employer will continue to provide approved safety equipment, approved Personal Protective Equipment (PPE), and other devices necessary to provide protection of employees from hazardous conditions (including extended exposure to inclement weather) encountered during the performance of official duties. Employees will use safety equipment, PPE, and other devices and procedures provided or directed by the Employer as necessary for their protection.
- 20.8 **Work in Confined Spaces or Remote Areas.** Work in confined spaces will be performed in accordance with appropriate OSHA regulatory standards and the NPC Confined Space Entry Safety and Health Procedures. Controlled communication will be maintained when an employee is required to work in confined spaces or remote areas which may present a known hazard that potentially could cause imminent serious physical harm.
- 20.9 **Health Care.** The Employer agrees to continue to provide first aid services and on-site medical screenings on a periodic basis and will distribute information concerning off-site screening, tests, and health programs available in the local area, as administratively feasible. The Employer will continue to provide required screenings (e.g., vision, hearing, asbestos, lead, etc.) for all appropriate employees. Such screenings/exams will be conducted by or through the Occupational Health Unit, as appropriate. Time will be provided to employees for those exams.

In addition, the Employer will continue to investigate options available to provide additional services.

- 20.10 **Work-Related Injury or Illness.** When an employee reports illness or injury in the performance of his or her assigned duties, the employee will be counseled as to the employee's right to file for continuation of pay (COP) and/or compensation benefits and the procedure to be followed. The Employer agrees to issue to each employee in writing the employee's rights and responsibilities when injured at work.

In cases where an employee reports illness or injury, a copy of each form required to be filled out will be furnished to the employee upon request.

- 20.11 **Medical Limitations.** The Employer agrees to give consideration to an employee's written request for detail, reassignment, or other appropriate accommodations for health reasons in compliance with applicable laws and regulations. It is the employee's responsibility to make the supervisor aware of his/her medical limitations and to provide current medical documentation (see Article 17.3, Medical Documentation), normally not more than 30 days old. Employee requests will be sent to the employee's branch management. Medical documentation supporting this request may be submitted either to branch management or the Health Unit. Based on this information branch management will determine if appropriate work is available within the branch consistent with the employee's limitations. Specific medical information will be held in confidence. If

branch management determines that suitable work is not available within the branch, the branch chief will forward the request to the Chief, HRB.

The HRB will work with appropriate division management, in accordance with appropriate laws, rules, and regulations, to determine:

1. if the medical documentation clearly identifies what an employee can and cannot do;
2. the likelihood that the employee could successfully perform duties of a different type;
3. how long the condition is expected to last (if the condition is temporary or permanent);
4. if suitable work consistent with the employee's medical limitations is available within the division.

The Employer's decision will be communicated as soon as possible after acceptable medical documentation has been submitted. In the event of an unusual delay, the employee or the representative, if any, will be notified. During the period when branch management or HRB is attempting to locate appropriate placement, the employee will not be required to perform duties that could be contrary to the medical statement.

Employees will be accommodated to the maximum extent possible. If placement for year-round employees cannot be found, employees may request appropriate leave. If placement cannot be found for seasonal employees, they may be placed in non duty status with 3 workdays' written notice.

Medically documented limitations will be considered when the Employer reassigns and/or recalls seasonal employees to duty status. For this reason, the Union and the Employer urge seasonal employees to update medical documentation even when in non duty status.

The employee is responsible for informing the Employer of any changes in his/her medical limitations and will provide medical documentation in support of such change.

20.12 Employee Assistance Program (EAP). The Union agrees to fully support the Employer's Employee Assistance Program.

The Employer will continue to make available counseling and referral services to employees on a confidential basis, and to grant leave or official/administrative time, when appropriate, to participate in such programs. The Union and the Employer encourage employees whose performance, attendance, and/or conduct may be adversely affected by alcoholism, other forms of drug abuse, or problems resulting from personal circumstances, to seek such assistance through the EAP, or from referral sources.

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

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

20.13 Wellness. The Employer will continue to be responsible for the Wellness Program. The

program objective is to enhance the quality of the employee's life through activities designed to improve physical, emotional, and spiritual well-being, thereby resulting in less absenteeism and higher morale and productivity.

The Wellness Program shall include, but is not limited to, brown-bag seminars, measured and charted out walk/run courses and available literature on various health issues.

The parties encourage employees' participation in the Wellness Program.

- 20.14 **Environmental Conditions.** The Employer agrees that when individual employees are affected by unusual levels of temperature/humidity or other unhealthful conditions, they may be assigned to another work area or they may be granted annual, sick, LWOP, or administrative leave.

Before administrative leave may be granted, it must be established by reasonable standards of judgment that the conditions are such as to actually prevent working. The Employer will consider such matters as physical requirements of the positions involved, the classification of the positions involved (GS or WG), and the environmental conditions of the work areas involved.

ARTICLE 21 - CONTRACTING OUT

- 21.1 **Consultation.** It shall be the policy of the Division to consult openly with the Union regarding any review of a function for contracting out which may adversely impact bargaining unit employees. The Union and Employer encourage employees of the affected areas to make recommendations, furnish information, and cooperate with the members of the team (A-76, etc.) who are assigned to review the function(s).
- 21.2 **Notification.** When the Employer makes a final decision for or against contracting out, the Union will be promptly notified. Any request by the Union to bargain impact of a decision to contract out will be handled in accordance with the terms of Article 6. The Employer agrees to provide the Union a summary of any Management study which impacts bargaining unit employees. This summary will be provided prior to implementation.
- 21.3 **Impact.** The Employer agrees to take all possible actions to minimize the impact on employees when positions are contracted out. Affected employees will be reassigned and/or retrained to the maximum extent possible.

ARTICLE 22 - SEASONAL AUTHORITY - PERM

- 22.1 **Purpose.** This authority is designed to provide the Employer with a cadre of experienced "seasonal" (formerly referred to as on-call and cyclical) workers for fluctuating workloads and the Employer will review the conversion of these workers to year-round status. Seasonal employees generally enjoy the same service credit and benefits provided to year-round employees.

22.2 Components of Plan.

- (a) The Employer will determine the number of positions for which a continuing and substantially year-round need can be reasonably expected at the installation. This will constitute the year-round work force.
- (b) The Employer will, as a work force supplement to the above, determine the number of additional career-conditional appointments to be made, with such employees subject to placement in non duty status without regard to reduction-in-force procedures, and returned to duty without further competition or certification. This will constitute the seasonal work force.

22.3 Conversion to Year-Round Employment. It is agreed that the Employer will at least annually, and more often if needed, review the past employment levels, and to the extent possible, the future prospects for employment at NPC. This review will be conducted with a view toward converting additional seasonal employees to year-round employment.

- (a) Seasonal employees serving in unit positions at the permanent grade 3 or 4 level (GS, GG) will be converted to year-round employment based on grade, series, and EOD.
- (b) Seasonal employees serving in unit positions at the permanent grade 5 (GS, GG) or above will be converted to year-round employment based on grade, series, and EOD within the organizational unit where the ongoing work is assigned.
- (c) Seasonal employees serving in WG positions will be converted to year-round employment based on EOD by occupation at their permanent wage-grade level.
- (d) An employees most recent General Work Force Performance rating must be "Meets or Exceeds Expectations" to be eligible for conversion to year-round employment.
- (e) A seasonal employee may also move into the year-round work force by competing for those positions through Merit Promotion.
- (f) Seasonal employees (GS, GG, WG) on a temporary promotion will be considered for conversion at their permanent grade level in accordance with (a), (b), or (c) and (d) above.

If an employee is in non duty status and meets the criteria in paragraphs (a) through (f), conversion to year-round employment will be held in abeyance until the employee's return to duty.

22.4 Layoff. When temporary reductions in staff are necessary, the Employer limits the impact of reductions to the lowest organizational unit affected (branch, staff, section, or unit). Within this lowest organizational unit, unit employees are identified by series, grade, and position number. Shifts will be separate units for layoff purposes. Employees

are placed in non duty status by EOD date. Employees released from duty will be at or returned to their permanent grade level except as provided for in Article 22.6 of this Agreement.

Seasonal employees will normally be given a 1-week notice, but in no case should they be given less than 3 days' notice, when being placed in non duty status. This notice may be waived with the employee's concurrence.

- 22.5 **Recall (Permanent).** Employees in non duty status will be recalled by grade, qualifications for the requested series, and special skills (Office Automation (OA), Data Transcriber (DT)). There will be one pool for each grade level. Within those pools special skills will be annotated for individuals with current certifications (within the last 3 years). It is the employee's responsibility to submit appropriate self-certification documentation to the Employment and Classification Section of HRB. Self-certification procedures can be found in Article 1.5.

Employees for clerical positions will be recalled by EOD date. Employees with specific skills (DT or OA) will have the opportunity to be recalled, if qualified, for general clerical positions and for positions requiring one of these special skills. When statistical clerk (data transcribers) or Office Automation skills are needed, the recall of employees with these skills will be based on EOD date in the following order:

A. DATA TRANSCRIBER:

1. Employees who went into non duty status from a Statistical Clerk (DT) position.
2. Employees who have been in the Data Transcriber, Statistical Clerk (DT) position during the last 3 years.
3. Employees who have been in an Office Automation (OA) position during the last 3 years.
4. Employees who have self-certified as a DT or OA within the last 3 years.

B. OFFICE AUTOMATION:

1. Employees who went into non duty status from an Office Automation (OA) position.
2. Employees who have been in the Office Automation (OA) position during the last 3 years.
3. Employees who have self-certified as an OA within the last 3 years.

Other seasonal employees in non duty status will be recalled to duty by grade and series in EOD order.

Seasonal employees are to be available for return to duty from non duty status when given at least a 1-week notice. Employees who are unable to return to duty must state their reasons why they are unable to return in writing. Medical reasons must be supported by a doctor's statement along with an anticipated date when the employee would be physically fit to return to work. Failure to return to duty when called may result in being put to the bottom of the rotation list and notification to the State Employment Office of the declined work offer. Repeated refusal (more than two times in 1 year) to return to duty, even on less than 1 week's notice, may result in a recommendation for termination.

- 22.6 **Short-Term Layoff and Recall.** In the case of a short-term layoff, with a known or reasonably projected recall date, employees may be recalled to the same position without regard to the total pool of seasonal employees currently on layoff, at any time up to 60 workdays. This 60-day provision must be declared prior to the time employees go into non duty status. For this short-term layoff, employees on temporary promotions will not be changed to their permanent grade, but will retain their temporary grade.

Employees returned to duty for a period of 2 calendar weeks or less may be placed in non duty status for an additional period of 30 workdays. Employees returned to duty for a period of more than 2 calendar weeks may be placed in non duty status for an additional period of 60 workdays.

Employees in this short-term layoff pool at grade 4 or above (temporary or permanent) may at any time request a downgrade or reassignment (if at permanent grade) and be placed in the remaining total pool of employees. Employees in this short-term layoff pool may also apply for any competitive vacancy posted by the Employer.

- 22.7 **Off Shifts - Recall.** Occasionally, NPC will establish shifts which combine normal day-shift and night-shift hours such as 12 noon to 8:30 p.m. Seasonal employees in non duty status will be given the opportunity to volunteer for off-shifts. However, if employees do not volunteer for these off-shift tours, they waive their right to work on that shift unless additional staffing needs occur. The Employer will assign personnel to them or staff from other recruiting resources.

- 22.8 **Staff Reductions.** During periods of staff reductions, efforts will be made where possible to separate temporary employees prior to placing seasonal employees in similar series/grade into non duty status. In such cases where replacement of temporary employees with seasonal employees would be operationally impracticable due to training time involved or disruption to a specific project/survey, temporary employees will remain on the rolls to complete that work. Any additional staffing needs in the Division would be met by reassignment or recall of seasonal employees in non duty status in accordance with NPC seasonal recall procedures.

In addition, the Labor-Management Committee will continue to explore/review other options to promote efficient business practices.

ARTICLE 23 - SEASONAL AUTHORITY - TERM

23.1 **Purpose.** To provide the Employer with a cadre of temporary “seasonal” workers for fluctuating workloads. Term appointments are non-status non-permanent appointments which are expected to last longer than 1 year but which clearly are not of a continuing nature.

23.2 **Components of Plan.**

- (a) The Employer will determine the number of positions for which a continuing and substantially year-round need can be reasonably expected at the division. This will constitute the year-round work force.
- (b) The Employer will, as a work force supplement to the year-round employees, determine the number of additional career/career-conditional appointments to be made. Such employees will be subject to placement in non duty status without regard to reduction-in-force procedures, and returned to duty without further competition or certification. This will constitute the permanent seasonal work force.
- (c) The Employer will, as a temporary work force supplement to the year-round and permanent seasonal employees, determine temporary term seasonal appointments to be made. Such employees will be subject to placement in non duty status without regard to reduction-in-force procedures, and returned to duty without further competition or certification. This will constitute the temporary term seasonal work force which will be separate and distinct from the permanent seasonal workforce.

23.3 **Conditions.** Temporary appointments cannot exceed a total of four (4) years. The first year is a trial period, after which the employees fall under the protection of 5 USC 4303 and USC 7511 in adverse actions (except upon the expiration of appointment). This appointment does not confer competitive status but the employees may be promoted, demoted, detailed, or reassigned while on a term appointment, to other positions which are appropriate for filling by term appointment. Employees on term appointments are eligible for within-grade increases, coverage under the Federal Employees Retirement System, the Federal Employees Health Benefits System, and the Federal Employees Group Life Insurance Program.

When temporary term employees compete and are selected for promotions, they do not receive “temporary” promotions. In accordance with OPM guidelines and regulations, the grade level of the position they are promoted to becomes their current and only grade level of record. There is no change in the status of their temporary term appointment. In areas where temporary promotions are being rescinded and both permanent employees (either seasonal and/or year-round) and temporary term seasonal employees are in positions at the same grade level and series in the area, temporary term employees will normally be excessed before permanent employees on temporary promotions, unless this

would be operationally impractical due to training time involved or disruption to a specific project/survey.

- 23.4 **Layoff.** Term seasonal employees will be placed in a pool separate from permanent seasonal employees. When temporary reductions in term seasonal staff are necessary, the Employer limits the impact of reductions to the lowest organizational unit affected (branch, staff, section, or unit). Within this lowest organizational unit, term seasonal employees will be placed in non duty status before permanent seasonal employees. Unit employees are identified by series, grade, and position number. Shifts will constitute separate units for layoff purposes. Employees are placed in non duty status by EOD date.

Term seasonal employees will normally be given a 1-week notice but in no case should they be given less than 3 days' notice, when being placed in non duty status. This notice may be waived with the employee's concurrence.

- 23.5 **Recall (Term).** Employees in non duty status will be recalled by grade, qualifications for the requested series, and special skills (Office Automation (OA), Data Transcriber (DT)). There will be one pool for each grade level. Within those pools special skills will be annotated for individuals with current certifications (within the last 3 years). It is the employee's responsibility to submit appropriate self-certification documentation to the Employment and Classification Section of HRB. Self-certification procedures can be found in Article 1.5.

Employees for clerical positions will be recalled by EOD date. Employees with specific skills (DT or OA) will have the opportunity to be recalled, if qualified, for general clerical positions and for positions requiring one of these special skills. When statistical clerk (data transcribers) or Office Automation skills are needed, the recall of employees with these skills will be based on EOD date in the following order:

A. DATA TRANSCRIBER:

1. Employees who went into non duty status from a Statistical Clerk (DT) position.
2. Employees who have been in the Data Transcriber, Statistical Clerk (DT) position during the last 3 years.
3. Employees who have been in an Office Automation (OA) position during the last 3 years.
4. Employees who have self-certified as a DT or OA within the last 3 years.

B. OFFICE AUTOMATION:

1. Employees who went into non duty status from an Office Automation (OA) position.

2. Employees who have been in the Office Automation (OA) position during the last 3 years.
3. Employees who have self-certified as an OA within the last 3 years.

Other seasonal employees in non duty status will be recalled to duty by grade and series in EOD date order.

Seasonal employees are to be available for return to duty from non duty status when given at least a 1-week notice. Employees who are unable to return to duty must state their reasons why they are unable to return in writing. Medical reasons must be supported by a doctor's statement along with an anticipated date when the employee would be physically fit to return to work. Failure to return to duty when called may result in being put to the bottom of the rotation list and notification to the State Employment Office of the declined work offer. Repeated refusal (more than two times in 1 year) to return to duty, even on less than 1 week's notice, may result in a recommendation for termination.

- 23.6 **Short-Term Layoff and Recall.** In the case of a short-term layoff, with a known or reasonably projected recall date, employees may be recalled to the same position without regard to the total pool of term or permanent seasonal employees currently on layoff, at any time up to 60 workdays. This 60-day provision must be declared prior to the time employees go into non duty status.

Employees returned to duty for a period of 2 calendar weeks or less may be placed in non duty status for an additional period of 30 workdays. Employees returned to duty for a period of more than 2 calendar weeks may be placed in non duty status for an additional period of 60 workdays.

Employees in this short-term layoff pool at grade 4 or above may at any time request a downgrade or reassignment and be placed in the remaining total pool of term seasonal employees. Employees in this short-term layoff pool may also apply for any competitive vacancy posted by the Employer for term positions.

ARTICLE 24 - BACK PAY

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

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

ARTICLE 25 - PERFORMANCE APPRAISALS

The Performance Appraisal Plan for NPC dated May 1998 (Revised June 2000) contains the policy and provisions to ensure communication regarding job requirements, performance standards, and employee feedback. Performance plans serve to communicate division goals and objectives and to identify individual accountability. The plan provides for the establishment of critical objectives and details requirements and time frames for progress reviews and performance appraisals. The Employer agrees to adhere to the Plan in providing information to employees on their job expectations and performance.

By cross-reference, the Performance Appraisal Plan for NPC, as it applies to bargaining unit positions, is incorporated in this agreement. Copies of this Plan will be available in each branch office, HRB, Learning Center, and Union Office.

ARTICLE 26 - MISCELLANEOUS

- 26.1 **Position Classification.** Each employee is entitled to a complete and accurate position description which outlines major duties and responsibilities. The Employer agrees to provide each employee with a copy of his or her official position description, as soon as possible after assignment into the position. When alterations are made, the employee will receive an amended copy. All positions will be classified in accordance with Office of Personnel Management (OPM) regulations and applicable standards.

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

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

- 26.2 **Employee Development.** It is the policy of the Employer to develop its employees through the establishment and operation of progressive and efficient training programs, thereby improving public service, improving efficiency and economy, and building and retaining a force of skilled and efficient employees. The parties agree that these objectives are of mutual concern and will be addressed by the Labor-Management Committee.

- 26.3 **Career Counseling.** The Employer and the Union agree to encourage career development for unit employees. The Employer will continue to provide career counseling to unit employees upon request, and will continue to make information regarding training opportunities sponsored by the Federal Government, and by outside sources, readily available to unit employees. This information shall include, but is not limited to, lists and catalogs of local educational services.
- 26.4 **Nepotism.** It is the policy of the Employer that no relative of an employee may be employed or assigned in any position in which the employee may be able directly or indirectly to supervise, control, or influence the work or employment status of the relative or the affairs of the organizational unit in which the relative is to be assigned.
- 26.5 **Uniform Allowance.** The Employer agrees to provide employees who are required to wear prescribed uniforms, including shoes, in the performance of their duties, up to the maximum amount allowed in regulations. In no case will this exceed the amount established by the OPM which currently is \$400.

If an employee is required to wear a prescribed uniform and safety shoes as outlined in regulations, the employee must wear the full uniform and safety shoes in the performance of duties. It is the employee's obligation to dress in a manner that reflects positively on the U.S. Government, and to assure that the uniform is clean and free of wrinkles, rips, and tears. The required uniform may be supplemented with additional clothing during cold weather. Uniforms and supplemental clothing are not to have writing, caricatures, pictures, etc. added to them. Supplemental clothing must be the same color as the basic uniform.

If the uniforms and/or safety shoes do not meet the requirements as set forth in regulations, the Employer has the right to examine shoes and uniforms and direct the employee to conform, or appropriate administrative action may be taken.

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

The Union and the Employer recognize that casual dress at the work site is a privilege and not a right of the employee. It is the responsibility of employees to follow the dress code policy. The Employer and the Union further agree that supervisors will determine whether attire is consistent with this article. In an effort to support this policy, grievances will be filed only in cases of misapplication or violation of this article. More specifically, this policy will be applied to the employees as follows:

- Clothes, of suitable length and fit, will be worn in all work areas consistent with the work being done and the work environment.

- Dresses, skirts, and suits with skirts, shorts, skorts, and culottes may be worn but must be no more than 3" above the knee and must be loose-fitting. Uneven hemlines must be no more than 3" above the knee from the highest point of the hem.
- **Knee level is defined as top of the kneecap when standing.**
- Slacks, trousers, and jeans may be worn by all employees consistent with the work being performed and the work environment.
- Slacks, trousers, jeans, shorts, skorts, and culottes must be worn at waist level.
- Appropriate footwear must be worn in all work areas consistent with safety requirements, work being performed, and the work environment.

Though not all-inclusive the following kinds of apparel are prohibited when working at NPC;

- Cut-offs, short shorts, jogging shorts, "spandex" shorts, unhemmed shorts, clothes with cut-out holes.
- Tops with straps less than 2" wide, tube tops, crop tops, mesh "see-through" shirts/jerseys, halter tops, backless tops, strapless tops.
- Other abbreviated or lack of attire that reveals/exposes any portion of the waist area, midriff, etc.
- Clothing including headwear, footwear, and accessories with slogans, drawings, or language which could be construed as being lewd, obscene, profane, or sexually suggestive, or which advocates or glorifies the use of alcohol, illegal drugs, or other unlawful conduct shall not be worn.
- Unsafe footwear, such as shower clogs, flip-flops, thongs, scuffs, and the like that offer no foot protection.

Violations of Division policies regarding dress or safety may be cause for appropriate administrative action.

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

The Employer may occasionally suspend the wearing of shorts, skorts, culottes, jersey sweat pants/suits, and workout clothing when dignitaries are scheduled to visit the facility, provided that employees receive 48-hour advance notice.

The Employer shall retain the unilateral discretion temporarily to prohibit employees from wearing shorts, skorts, culottes, jersey sweat pants/suits, and workout clothing when their work entails interaction with the public, such as during decennial census periods.

If an employee is in doubt as to whether his/her specific attire is acceptable, it probably is not and that employee should wear something else.

Employees who are required to wear uniforms in the performance of their duties are

covered by Article 26.5 of the Labor-Management Agreement.

26.7 Reserved Parking. Reserved parking spaces are provided for:

- (a) the Health Unit;
- (b) the contract physician/nurse practitioner;
- (c) visitor's spot for Health Unit in Building 63E for employees driving from other buildings;
- (d) disabled employees;
- (e) official parking;
- (f) Division Chief, Assistant Division Chiefs, Branch Chiefs or equivalent grade level;
- (g) carpool parking;
- (h) the Union - two spaces located in the 63/64 courtyard. Official Parking Hangtags will be provided to the Union to be used for official Union business in other buildings. The Union agrees to monitor use of its reserved parking spaces and the use of the official parking hangtags;
- (i) Congressional Offices, Government vehicles, contractors, and the Security vehicles;
- (j) a limited number of additional spaces to be assigned to employees who frequently use their automobiles in connection with the work of NPC; and
- (k) one space for the Credit Union Manager.

The Employer will periodically review reserved parking assignments and modify, as necessary. Remaining spaces will constitute general parking spaces and are utilized on a first-come, first-served basis. A list of reserved parking spaces will be furnished to the Union.

26.8 Smoking/Tobacco Products. Federal regulations and U. S. Census Bureau policy prohibit smoking within all interior space owned, rented, or leased by the Federal government. Smoking in the immediate vicinity of doorways, air intakes, or stairs to NPC buildings is prohibited, unless smoking in designated structures. The Employer agrees to continue to provide smoking shelters in various locations throughout the facility to accommodate the need for outdoor smoking. All exterior non-smoking areas will be identified.

Smoking is prohibited during emergency evacuations including all fire drills.

The use of all tobacco products is discouraged at NPC. The use of smokeless tobacco products (chewing tobacco) is prohibited in NPC conference rooms, training rooms, cafeteria space, and clerical space.

In accordance with Article 11.4, employees are entitled to two 15-minute breaks each day; one in midmorning and one in midafternoon (and similarly for night shift). No additional breaks are allotted for smoking.

Violation of this U. S. Census Bureau policy may be cause for appropriate administrative action.

Employees should use appropriate receptacles to properly dispose of all tobacco products.

26.9 **Food Services.** The Employer will provide food services throughout the installation. Food and beverage vending machines will be placed in areas convenient for the employees. The Employer will make every effort to continue to provide at least one cafeteria on the installation.

26.10 **Privacy.** To recognize and respect the right to privacy of all employees, counseling, verbal admonishments, and confrontations will be done privately. Exceptions may be made for safety and/or emergency conditions.

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

26.11 **Use of Communication Devices.**

Government Phones and Pay Phones: Government telephones are available at each work site for appropriate official business. However, supervisors may authorize employees to use government telephones for appropriate personal use. Telephones used by employees to perform their duties may or may not be the phones approved by the supervisor for personal use.

Pay phones are located throughout the division and may be used during work time with supervisory approval. Approval to use pay phones is not necessary during breaks, lunch and before and after the employee's official tour of duty.

If telephone calls are authorized by the supervisor all employees are to keep the number of calls and the duration of calls to a minimum during the workday. Calls received by employees during work time should normally be returned during break or lunch except in emergency situations.

NPC guidelines describe official government business calls and calls that are authorized by a supervisor as necessary for the physical and mental welfare of Government employees as appropriate. The guidelines also reaffirm the need for effective management and use of government telephones and the prevention of waste, fraud, and abuse of government telephone services.

NPC guidelines for the appropriate use of Government telephones include, but are not limited to:

- Employee asked to work overtime calls home, daycare, school, etc., to notify appropriate people and make necessary arrangements.
- Employee places a brief call home to check on a family member.
- Employee calls local physician to make appointment.

- Employee calls local auto club for car repair.
- Employee calls the office while on travel to check on status of project.
- Employee calls regional office to set up meeting.
- Employee needs to notify family, doctor, etc., of injury or illness.

Examples of inappropriate calls include, but are not limited to:

- Employee calls stock broker to arrange a stock purchase.
- Employee makes long-distance personal call from work and charges the call to his/her home phone.
- Employee uses operator intervention to make a personal call charged to his/her home phone which results in a charge to the Government.
- Employee makes or accepts a collect call.

Personal Cell Phones. Personal cell phones will not be used at the work site unless authorized by Management. If Management approves the use of the cell phones:

- Cell phones must be kept on vibrate or “silent” while the employee is in the work area, in training, and in meetings.
- Cell phone use must not be disruptive to the work or co-workers.
- Employees must keep the number of phone calls and the duration of calls to a minimum during the workday.
- Personal cell phones calls received by employees during work time should normally be returned during break or lunch except for emergency situations.
- Employees will only make calls at lunch or break unless it is an emergency.

Personal Pagers.

- If personal pagers are used at the worksite they must be kept on vibrate or silent mode.
- Page calls received by employees during work time should normally be returned during break or lunch except for emergency situations.
- The use of pagers must not be disruptive to the work or to co-workers.

Violations of this policy may be cause for appropriate administrative action.

26.12 **Past Practice.** It is agreed and understood that any prior benefit, practice or understanding, whether or not specified in this Agreement, but which has been:

- (a) clearly enunciated and acted upon; and
- (b) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties may not be changed without giving notice under Article 6.

GLOSSARY	PAGE
Article 4 Notice of Right to Union Representation in Certain Meetings with Agency Representatives	G-1
Article 7 Agreement to Mediate	G-2
Article 8 Time Frames for Processing Grievances	G-3
NPC-689, "Informal Grievance Form"	G-4
"Designation of Representative Form"	G-5
Article 9 Form NPC-859, "Request for Information"	G-6
Article 12 BC-1178, "Employee Availability for Overtime Inquiry"	G-7
NPC-510, "Record of Overtime Worked"	G-8
Article 16 SF-1187, "Request for Payroll Deductions for Labor Organization Dues"	G-9
SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues"	G-10
Article 17 OPM Form 71, "Application For Leave"	G-11
NPC-466, "Documentation of Request for Advanced Leave or Leave Without Pay"	G-12
NPC-518, "Application for Family and Medical Leave"	G-13
Chart - Leave for Family and Medical Needs	G-14
Medical Release	G-15
Leave Restriction Letter	G-16
Expiration of Leave Restriction (successful)	G-17
Expiration of Leave Restriction (unsuccessful)	G-18
OPM 630, "Application to Become a Leave Recipient"	G-19
OPM 630-A, "Request to Donate Annual Leave to Leave Recipient"	G-20
Article 20 CA-1, "Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation"	G-21
CA-2, "Notice of Occupational Disease and Claim for Compensation"	G-22
CA-11, Pamphlet - "When Injured at Work"	G-23
Miscellaneous NPC-169, "Request for Reassignment"	G-24

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

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

In accordance with Title VII and with the Census Bureau's Labor-Management Agreement with the American Federation of Government Employees Local 1438 (the exclusive representative for bargaining unit employees at the National Processing Center, Jeffersonville), this memorandum notifies you of your rights under Title 5, United States Code, Section 7114(a)(2) which states:

"An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at -

- (A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment;

-or-

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

FEDERAL ALTERNATIVE DISPUTE RESOLUTION COUNCIL

GENERAL MEDIATION AGREEMENT

Agreement to Mediate by all Parties

In consideration of receiving services from the Federal Alternative Dispute Resolution Council, I agree to enter into this mediation in good faith. I will sincerely attempt to resolve this dispute, agree to cooperate with the mediators assigned to this case, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem.

I understand that mediators assigned to this case will not be serving as advocates, attorneys, or judges. Their sole function is to act as neutral facilitators. Any agreements or decisions resulting from this mediation session are entered into voluntarily and by mutual acceptance of the parties.

I agree that mediation sessions are confidential settlement negotiations and that all offers, promises, conduct and statements, whether written or oral, made in the course of the proceedings are inadmissible in any litigation or arbitration of this dispute, to the extent allowed by law. However, matters that are admissible in a court of law or other administrative process continues to be admissible even though brought up in a mediation session.

I also agree to not subpoena or require any mediator to testify or produce records, notes or work products in any future proceedings and that no recordings or stenographic records will be made of the mediation session.

MEDIATION CLIENT

DATE

MEDIATION CLIENT

DATE

MEDIATOR

DATE

MEDIATOR

DATE

OTHER
ATTENDEES: _____

TIME FRAMES FOR PROCESSING GRIEVANCES

1. Informal Filing

Employee(s) files grievance from the event or instance,
or from the date employee(s) became or should have become
aware (includes grievances over cumulative/continuing conditions). 10 workdays

Union has to resolve or file the employee's grievance. 10 workdays

The following two levels of the informal stage must be completed within
20 workdays:

Immediate supervisor or lowest-level management official with
the authority to grant the relief sought. 10 workdays

AND

Branch Chief or designee. 10 workdays

Union grievances subject to informal resolution. 10 workdays

Grievances over disciplinary actions (oral admonishment,
written reprimands or suspensions less than 14 days). 10 workdays

2. Formal Filing

(a) First Level

Employee grievance must be filed following completion
of informal stage. 10 workdays

Division Chief (or designee) accepts or remands grievance 5 workdays

If remanded, grievant must refile. 3 workdays

Division Chief (or designee) meets with grievant/representative. 10 workdays

Decision of Deciding Official rendered. 15 workdays

(b) Second Level

Grievance must be filed at this level following receipt
of first-level decision. 7 workdays

Deciding Official renders decision 20 workdays

(c) Other

Management or Union grievances must be filed.	15 workdays
Deciding Official must meet.	10 workdays
Decision rendered on grievance.	15 workdays
Grievances filed over adverse actions.	15 workdays
Grievances filed over performance-based actions.	15 workdays
Arbitration may be invoked by either party following receipt of decision.	10 workdays
Decision due from arbitrator following hearing.	30 days

**INFORMAL GRIEVANCE RECORD
NEGOTIATED GRIEVANCE PROCEDURE**

Refer to Article 8 of the Reference Negotiated Agreement for information regarding informal grievances.

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

Enter date of instance/issue—→

Month Day Year

3. Relief sought**4. Issue – What in the agreement, regulation, or condition of employment has been violated?****5. Signature of grievant**

Date

**6. Designation of
representative****a. Name****b. Signature**

Date

TO BE COMPLETED BY FIRST LEVEL DECIDING OFFICIAL**7. Name****8. Title****9. Date****a. Grievance meeting****b. Decision to grievant****10. Decision –
Mark (X) one**☐ Grievance sustained
☐ Grievance denied
☐ Other

} Explain in item 11

11. Summary of informal decision**12. Relief offered is –
Mark (X) one**☐ Acceptable
☐ Unacceptable**a. Signature of grievant or representative****b. Date****TO BE COMPLETED BY SECOND LEVEL DECIDING OFFICIAL****13. Name****14. Title****15. Date****a. Grievance meeting****b. Decision to grievant****16. Decision –
Mark (X) one**☐ Grievance sustained
☐ Grievance denied
☐ Other

} Explain in item 17

17. Summary of informal decision**18. Relief offered is –
Mark (X) one**☐ Acceptable
☐ Unacceptable**a. Signature of grievant or representative****b. Date**



UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
National Processing Center
Jeffersonville, IN 47132-0001

MEMORANDUM FOR

From:

Subject: Designation of Representative

I hereby designate _____
(Name - Branch - Location)

as my representative in connection with my _____

regarding _____

Dated: _____
Employee Signature - Branch

Dated: _____
Representative Signature

REQUEST FOR INFORMATION

Date: _____

To: _____

From: _____

Telephone Number: _____

- ☐ In accordance with Article 9(a) of the Agreement, I am requesting the following information (*Grievance*)
- ☐ In accordance with Article 9(b) of the Agreement, I am requesting the following information (*General Info.*)
(*Be Specific*) _____

Reason information is necessary (*Be Specific*) _____

☐ The requested information can be provided by _____. (*mutually agreed date*)

☐ The requested information was not provided because:

(*Be Specific*) _____

Name

Signature

Date

RECEIPT CERTIFICATION

I certify that I have received the above requested information.

Name

Signature

Date

PROCEDURES

- Contact the appropriate person to discuss this request and appropriate time frames.
- Submit request, electronically, with a copy to the Branch Chief (where appropriate).
- The provider will print a copy of this form to be included with the information.
- When the information is received, the requester will acknowledge receipt.

If the requester/recipient does not have access to a personal computer, a paper copy will be acceptable.

1. Name of supervisor		2. Project number	3. Week beginning
4. Name of unit		5. Title of project	

EMPLOYEE AVAILABILITY FOR OVERTIME INQUIRY

INSTRUCTIONS – Overtime may be available on the date(s) shown below. *Enter your name in column (a) and complete column (b), (c), or (d) for each date entered.*

Name of employee (a)	Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday		
	Yes – Enter number of hours		No	Yes – Enter number of hours		No	Yes – Enter number of hours		No	Yes – Enter number of hours		No	Yes – Enter number of hours		No	Yes – Enter number of hours		No	Yes – Enter number of hours		No
	Over-time	Comp.		Over-time	Comp.		Over-time	Comp.		Over-time	Comp.		Over-time	Comp.		Over-time	Comp.		Over-time	Comp.	
	(b)	(c)	(d)	(b)	(c)	(d)	(b)	(c)	(d)	(b)	(c)	(d)	(b)	(c)	(d)	(b)	(c)	(d)	(b)	(c)	(d)

REQUEST FOR PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES

Privacy Act Statement

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

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

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

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

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

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

Section A-For Use By Labor Organization

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

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

Section B-Authorization By Employee

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

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

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

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

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

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

1-Agency Copy

2-Labor Organization Copy

3-Employee Copy

CANCELLATION OF PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES

Privacy Act Statement

Section 5525 of Title 5, United States Code (Allotments and Assignments of Pay) permits Federal agencies to collect this information. This completed form is used to stop labor organization dues from being deducted from your pay and to notify the labor organization that the dues will be no longer deducted. Completing this form is voluntary, but it may not be processed if all requested information is not provided.

This record may be disclosed outside your agency to: 1) the Department of Treasury to make proper financial adjustments; 2) a Congressional office if you make an inquiry to that office related to this record; 3) a court or an appropriated government agency if the Government is party to a legal suit; 4) to an appropriate law enforcement agency if we become aware of a legal violation; 5) an organization which is a designated collection agent of a particular labor organization; 6) other Federal agencies for management, statistical and other official functions (without your personal identification).

Executive Order 9397 allows Federal agencies to use the Social Security Number (SSN) as an Individual Identifier to avoid confusion caused by employees with the same or similar names. Supplying your SSN is voluntary, but failure to provide it, when it is used as the employee identification number, may mean that this payroll action cannot be processed.

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

1. Name or Employee (Print - Last, First, Middle)	2. Employee I.D. Number (Social Security or other)
3. Agency Name (Include Bureau, Division, Branch, or other Designation)	4. Timekeeper Number
5. Name of Labor Organization	6. Cancellation Date (Completed by agency only)

I hereby cancel my authorization for the deduction of dues for the above labor organization from my pay. I understand that this cancellation will become effective on the first full pay period which begins on or after the next established cancellation date (indicated above) after this request is received in my agency payroll office.

7. Signature of Employee	8. Date (Month, Day, Year)
--------------------------	----------------------------

(Submit copies 1 and 2 to agency payroll office. Copy 1 is retained for payroll records and Copy 2 is forwarded by the payroll office to the labor organization in accordance with the arrangement between the agency and the labor organization. Copy 3 is retained by the employee.)

1. Agency Payroll Copy

2. Labor Organization Copy

3. Employee Copy

Request for Leave or Approved Absence

1. Name (<i>Last, first, middle</i>)					2. Employee or Social Security Number	
3. Organization						
4. Type of Leave/Absence						5. Family and Medical Leave
Check appropriate box(es) and enter date and time below)	Date		Time		Total Hours	<p>If annual leave, sick leave, or leave without pay will be used under the Family and Medical Leave Act of 1993 (FMLA), please provide the following information:</p> <p><input type="checkbox"/> I hereby invoke my entitlement to family and medical leave for:</p> <p><input type="checkbox"/> Birth/Adoption/Foster care</p> <p><input type="checkbox"/> Serious health condition of spouse, son, daughter, or parent</p> <p><input type="checkbox"/> Serious health condition of self</p> <p><i>Contact your supervisor and/or your personnel office to obtain additional information about your entitlements and responsibilities under the FMLA. Medical certification of a serious health condition may be required by your agency.</i></p>
	From	To	From	To		
<input type="checkbox"/> Accrued annual leave						
<input type="checkbox"/> Restored annual leave						
<input type="checkbox"/> Advance annual leave						
<input type="checkbox"/> Accrued sick leave						
<input type="checkbox"/> Advance sick leave						
Purpose: <input type="checkbox"/> Illness/injury/incapacitation of requesting employee <input type="checkbox"/> Medical/dental/optical examination of requesting employee <input type="checkbox"/> Care of family member, including medical/dental/optical examination of family member, or bereavement <input type="checkbox"/> Care of family member with a serious health condition <input type="checkbox"/> Other						
<input type="checkbox"/> Compensatory time off						
<input type="checkbox"/> Other paid absence <i>(specify in remarks)</i>						
<input type="checkbox"/> Leave without pay						
6. Remarks						
7. Certification: I certify that the leave/absence requested above is for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting leave/approved absence (and provide additional documentation, including medical certification, if required) and that falsification of information on this form may be grounds for disciplinary action, including removal.						
7a. Employee signature					7b. Date signed	
8a. Official action on request <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <i>(If disapproved, give reason. If annual leave, initiate action to reschedule.)</i>						
8b. Reason for disapproval						
8c. Signature					8d. Date signed	
Privacy Act Statement Section 6311 of title 5, United States Code, authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of leave. Additional disclosures of the information may be: To the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation for employment or security reasons; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of leave administration; or the General Services Administration in connection with its responsibilities for records management.						
Public Law 104-134 (April 26, 1996) requires that any person doing business with the Federal Government furnish a social security number or tax identification number. This is an amendment to title 31, Section 7701. Furnishing the social security number, as well as other data, is voluntary, but failure to do so may delay or prevent action on the application. If your agency uses the information furnished on this form for purposes other than those indicated above, it may provide you with an additional statement reflecting those purposes.						

**DOCUMENTATION OF REQUEST FOR ADVANCED LEAVE,
EXTENDED LEAVE, OR LEAVE WITHOUT PAY**

Contact Name

Instructions: This form should support an OPM-71, "Request for Leave or Approved Absence," when an employee requests advanced leave, extended leave, or leave without pay. A copy of the employee's "Leave Analysis Report" may also be required by local delegations of authority to support leave requests.

EMPLOYEE INFORMATION

1. Name		SSN		2. Organizational unit	
3. Work Schedule: <input type="checkbox"/> Full-time Year Round <input type="checkbox"/> Part-time Year Round <input type="checkbox"/> Full-time Seasonal <input type="checkbox"/> Part-time Seasonal If Part-time, _____ Hours scheduled per pay period				4. Serving a probationary or trial period: <input type="checkbox"/> YES <input type="checkbox"/> NO	
5. Appointment: <input type="checkbox"/> Permanent <input type="checkbox"/> Time-limited If Time-limited, NTE date: _____				6. Leave Category: <input type="checkbox"/> 4 <input type="checkbox"/> 6 <input type="checkbox"/> 8 Leave balances as of pay period ending: _____ Annual: _____ Hours Sick: _____ Hours	
7. Leave Requested: <input type="checkbox"/> Annual <input type="checkbox"/> Sick <input type="checkbox"/> Advanced Annual <input type="checkbox"/> Advanced Sick <input type="checkbox"/> LWOP <input type="checkbox"/> FMLA <input type="checkbox"/> FEFLA <input type="checkbox"/> Expanded From (date/time): _____ To (date/time): _____				8. Scheduled Shift Hours Start of Shift _____ End of Shift _____	
9. Briefly state the reasons for the request and specify date and types of leave:				10. Supervisor – Please mark (X) regarding employee's past leave usage: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Questionable <input type="checkbox"/> Unsatisfactory	
	Beginning Date/Time	Ending Date/Time	Number of Hours	11. Return to duty date: _____	
Annual Leave					
Advanced Annual Leave					
Sick Leave					
Advanced Sick Leave					
Leave Without Pay					
Holiday					
Total Hours					
12. Mark (X) if applicable: <input type="checkbox"/> Medical statement in Health Unit. <input type="checkbox"/> Attached is a copy of a medical certificate signed by a physician or other practioner. (Required for Advanced Sick Leave.) <input type="checkbox"/> I have not filed nor do I now intend to file an application for disability retirement. <input type="checkbox"/> I have read and understand the notice to employees printed on the next page.					
13. Employee Signature				Date	

DISPOSITION OF THE REQUEST

Recommendation	<i>Please read the notice to supervisors on the next page before completing this part.</i>	
<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	Signature of Immediate Supervisor	Date
<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	Signature of Reviewing Official (Branch Chief or Acting)	Date
<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	Signature of Chief Employee and Labor Relations Section, Human Resources Branch	Date

Privacy Act advisory statement: The information requested in this form is authorized by Chapter 63 of Title 5, U.S. code. The purpose of the form is to document requests for Advanced Leave Without Pay, and intermediate reviews. The failure to disclose any of the requested information may result in disapproval of the leave request.

Notice to Employees

1. Requesting advanced annual leave:

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

2. Requesting advanced sick leave:

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

Notice to Supervisors and Approving Officials

1. Considering requests for advanced annual leave:

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

2. Considering requests for advanced sick leave:

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

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

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

Checklist:

FMLA/LWOP:

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

Advanced Sick Leave:

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

Form NPC-518 (8-22-2005)		APPLICATION FOR FAMILY AND MEDICAL LEAVE (FMLA)		U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. Census Bureau																													
1. Employee name (<i>Print or type—Last, First, Mi.</i>)				2. Social Security Number																													
3. Employee address				4. Employee title, series, and grade																													
5. Employee pay rate (<i>Annual GS/GM/WG</i>)			<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time																														
6. Date FMLA Leave Invoked			7. Dates of FMLA leave requested (<i>See instructions</i>)																														
			Total number of hours requested																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">Month</td> <td style="width: 15%;">Day</td> <td style="width: 15%;">Hour</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>From</td> <td></td> <td></td> <td></td> <td>A.M. <input type="checkbox"/></td> <td rowspan="2"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>P.M. <input type="checkbox"/></td> </tr> <tr> <td>To</td> <td></td> <td></td> <td></td> <td>A.M. <input type="checkbox"/></td> <td rowspan="2"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>P.M. <input type="checkbox"/></td> </tr> </table>				Month	Day	Hour			From				A.M. <input type="checkbox"/>						P.M. <input type="checkbox"/>	To				A.M. <input type="checkbox"/>						P.M. <input type="checkbox"/>	8. How will FMLA leave be taken (<i>Check one</i>) <input type="checkbox"/> Continuous leave <input type="checkbox"/> Reduced schedule leave <input type="checkbox"/> Intermittent leave		
	Month	Day	Hour																														
From				A.M. <input type="checkbox"/>																													
				P.M. <input type="checkbox"/>																													
To				A.M. <input type="checkbox"/>																													
				P.M. <input type="checkbox"/>																													
9. Cumulative hours used			10. I request to substitute leave checked for FMLA leave (<i>If more than one type is requested please explain in item 15 Remarks</i>)																														
<input type="checkbox"/> Annual leave (<i>Annual leave requested may not exceed the amount available for use during the leave year</i>) <input type="checkbox"/> Sick Leave Dates covered by substitute leave: <input type="checkbox"/> Other (<i>Specify</i>) From: _____ To: _____			11. Type of FMLA leave be taken (<i>Check one</i>)																														
12. Pay period No.			13. Employee signature																														
14. Supervisor signature			15. Remarks																														

U S C E N S U S B U R E A U

Form NPC-518 (8-22-2005)		APPLICATION FOR FAMILY AND MEDICAL LEAVE (FMLA)		U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. Census Bureau																													
1. Employee name (<i>Print or type—Last, First, Mi.</i>)				2. Social Security Number																													
3. Employee address				4. Employee title, series, and grade																													
5. Employee pay rate (<i>Annual GS/GM/WG</i>)			<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time																														
6. Date FMLA Leave Invoked			7. Dates of FMLA leave requested (<i>See instructions</i>)																														
			Total number of hours requested																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">Month</td> <td style="width: 15%;">Day</td> <td style="width: 15%;">Hour</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>From</td> <td></td> <td></td> <td></td> <td>A.M. <input type="checkbox"/></td> <td rowspan="2"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>P.M. <input type="checkbox"/></td> </tr> <tr> <td>To</td> <td></td> <td></td> <td></td> <td>A.M. <input type="checkbox"/></td> <td rowspan="2"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>P.M. <input type="checkbox"/></td> </tr> </table>				Month	Day	Hour			From				A.M. <input type="checkbox"/>						P.M. <input type="checkbox"/>	To				A.M. <input type="checkbox"/>						P.M. <input type="checkbox"/>	8. How will FMLA leave be taken (<i>Check one</i>) <input type="checkbox"/> Continuous leave <input type="checkbox"/> Reduced schedule leave <input type="checkbox"/> Intermittent leave		
	Month	Day	Hour																														
From				A.M. <input type="checkbox"/>																													
				P.M. <input type="checkbox"/>																													
To				A.M. <input type="checkbox"/>																													
				P.M. <input type="checkbox"/>																													
9. Cumulative hours used			10. I request to substitute leave checked for FMLA leave (<i>If more than one type is requested please explain in item 15 Remarks</i>)																														
<input type="checkbox"/> Annual leave (<i>Annual leave requested may not exceed the amount available for use during the leave year</i>) <input type="checkbox"/> Sick Leave Dates covered by substitute leave: <input type="checkbox"/> Other (<i>Specify</i>) From: _____ To: _____			11. Type of FMLA leave be taken (<i>Check one</i>)																														
12. Pay period No.			13. Employee signature																														
14. Supervisor signature			15. Remarks																														

U S C E N S U S B U R E A U

INSTRUCTIONS FOR COMPLETING NPC-518

An NPC-518 "Application for Family and Medical Leave" will be completed along with OPM-71, "Request for leave or approved absence". All leave recorded on an NPC-518 counts against an employee's 12-week FMLA entitlement.

BLOCK 6. The "Date FMLA Leave Invoked" is the date that starts the employee's 12-week entitlement. It will be the same date FMLA leave starts unless the NPC-518 records a period of FMLA leave taken intermittently or on reduced schedule.

BLOCK 7. FMLA leave for a birth, adoption, or placement of a child will be taken as one continuous period unless the employee's supervisor authorizes leave on an intermittent or reduced schedule. FMLA leave for a serious health condition of the employee or care of the employee's spouse, parent, or child with a serious health condition may be taken intermittently or on a reduced schedule.

BLOCK 8. Record how leave will be taken, i.e., as one **continuous** period; **intermittently** (leave taken in separate blocks of time. This may include fractional hour increments if operating unit/Departmental Office policy permits); or on a **reduced schedule** (the number of hours of regularly scheduled work per day/per week are reduced by FMLA leave).

BLOCK 9. Cumulative Hours Used. This figure will reflect all FMLA leave hours used, including substituted leave, since the employee invoked FMLA leave (see Block 6), not including the hours reflected on this NPC-518.

BLOCK 10. Sick or annual leave, may be substituted by NPC-518 for a period of unpaid leave under FMLA prior to the date the paid leave is to begin. Substituted leave does not extend the employee's 12-week FMLA entitlement. Applicable regulations apply when substituting paid leave for unpaid leave under the FMLA.

BLOCK 11. "Child" means a biological, adopted, foster, or stepchild; a legal ward; or a child of an employee standing in loco parentis, (1) who is under 18 years of age, or 18 or over and incapable of self care. "Parent" means a biological parent or person standing in loco parentis to the employee as a child. "Spouse" means a husband or wife recognized by law or a common law spouse if recognized by the state. "Serious health condition" means (1) absence for the birth of a child including prenatal care; (2) any period of incapacity resulting from injury, illness or impairment that requires an overnight stay in a hospital, hospice, etc.; (3) continuing treatment for a chronic or long-term condition. This includes chronic conditions that continue over an extended period and may cause episodic rather than continuing periods of incapacity and conditions that if not treated will result in an absence of more than 3 consecutive calendar days.

TIMEKEEPERS: Unless the employee is substituting paid leave for unpaid FMLA leave, record FMLA leave on the time and attendance record as leave without pay (LWOP). Maintain the original of the NPC-518 with the time and attendance record.

NOTE: An employee who requests leave which is not FMLA leave and which is not being substituted for a period of unpaid leave under FMLA must use an OPM-71 "Request for Leave or Approved Absence".

PRIVACY ACT STATEMENT

Section 6311 of Title 5 to the U.S. Code authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of leave. Additional disclosures of the information may be: To the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation on you for employment or security reasons; to the Office of Personnel Management or General Accounting Office when the information is required for evaluation of leave administration; and to the General Services Administration in connection with its responsibilities for records management.

Where the employee identification number is your Social Security Number, collection of this information is authorized by Executive Order 9397. Furnishing the information on this form, including your Social Security Number, is voluntary, but failure to do so may result in disapproval of this request.

If your agency uses the information furnished on this form for purposes other than indicated above, it may provide you with an additional statement reflecting those purposes.

FORM NPC-518 (8-22-2005)

INSTRUCTIONS FOR COMPLETING NPC-518

An NPC-518 "Application for Family and Medical Leave" will be completed along with OPM-71, "Request for leave or approved absence". All leave recorded on an NPC-518 counts against an employee's 12-week FMLA entitlement.

BLOCK 6. The "Date FMLA Leave Invoked" is the date that starts the employee's 12-week entitlement. It will be the same date FMLA leave starts unless the NPC-518 records a period of FMLA leave taken intermittently or on reduced schedule.

BLOCK 7. FMLA leave for a birth, adoption, or placement of a child will be taken as one continuous period unless the employee's supervisor authorizes leave on an intermittent or reduced schedule. FMLA leave for a serious health condition of the employee or care of the employee's spouse, parent, or child with a serious health condition may be taken intermittently or on a reduced schedule.

BLOCK 8. Record how leave will be taken, i.e., as one **continuous** period; **intermittently** (leave taken in separate blocks of time. This may include fractional hour increments if operating unit/Departmental Office policy permits); or on a **reduced schedule** (the number of hours of regularly scheduled work per day/per week are reduced by FMLA leave).

BLOCK 9. Cumulative Hours Used. This figure will reflect all FMLA leave hours used, including substituted leave, since the employee invoked FMLA leave (see Block 6), not including the hours reflected on this NPC-518.

BLOCK 10. Sick or annual leave, may be substituted by NPC-518 for a period of unpaid leave under FMLA prior to the date the paid leave is to begin. Substituted leave does not extend the employee's 12-week FMLA entitlement. Applicable regulations apply when substituting paid leave for unpaid leave under the FMLA.

BLOCK 11. "Child" means a biological, adopted, foster, or stepchild; a legal ward; or a child of an employee standing in loco parentis, (1) who is under 18 years of age, or 18 or over and incapable of self care. "Parent" means a biological parent or person standing in loco parentis to the employee as a child. "Spouse" means a husband or wife recognized by law or a common law spouse if recognized by the state. "Serious health condition" means (1) absence for the birth of a child including prenatal care; (2) any period of incapacity resulting from injury, illness or impairment that requires an overnight stay in a hospital, hospice, etc.; (3) continuing treatment for a chronic or long-term condition. This includes chronic conditions that continue over an extended period and may cause episodic rather than continuing periods of incapacity and conditions that if not treated will result in an absence of more than 3 consecutive calendar days.

TIMEKEEPERS: Unless the employee is substituting paid leave for unpaid FMLA leave, record FMLA leave on the time and attendance record as leave without pay (LWOP). Maintain the original of the NPC-518 with the time and attendance record.

NOTE: An employee who requests leave which is not FMLA leave and which is not being substituted for a period of unpaid leave under FMLA must use an OPM-71 "Request for Leave or Approved Absence".

PRIVACY ACT STATEMENT

Section 6311 of Title 5 to the U.S. Code authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of leave. Additional disclosures of the information may be: To the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation on you for employment or security reasons; to the Office of Personnel Management or General Accounting Office when the information is required for evaluation of leave administration; and to the General Services Administration in connection with its responsibilities for records management.

Where the employee identification number is your Social Security Number, collection of this information is authorized by Executive Order 9397. Furnishing the information on this form, including your Social Security Number, is voluntary, but failure to do so may result in disapproval of this request.

If your agency uses the information furnished on this form for purposes other than indicated above, it may provide you with an additional statement reflecting those purposes.

FORM NPC-518 (8-22-2005)

LEAVE FOR FAMILY AND MEDICAL NEEDS

Family & Medical Leave Act (FMLA) - Entitlement* (May request up to a maximum of 12 weeks regardless of type of leave used)

Care Provided For (Definition of Family Member for FMLA)	Requirements	Annual Leave	Sick Leave	LWOP	Advanced Annual Leave	Advanced Sick Leave	Employee Responsibility	Branch/Supervisor Responsibility
<ul style="list-style-type: none"> - Self. - Spouse. - Son. - Daughter. - Step-children. - Parent. 	<ul style="list-style-type: none"> - Must complete 12 months (cumulative) of Federal Service. - If request meets criteria, cannot be disapproved (criteria includes birth of a child, adoption or placement of a child for foster care, care of a family member with a serious health condition, and care and treatment for personal serious health condition). A serious health condition includes illnesses such as terminal illness, recovery from major surgery, clinical depression, severe nervous disorders, pneumonia, etc. A serious health condition does not include short-term illnesses which are treatable with a few days absence, and allergies, dental, cosmetic, or elective surgery unless they require overnight care or continuing treatment by a health care provider. Sick leave is appropriate in these instances. - Must complete an NPC-518 and an OPM-71. - No requirement to exhaust annual or sick leave. 	May be substituted.	May use up to a maximum of 12 weeks of sick leave within a 12-month period, providing the employee maintains an 80-hour sick leave balance for care of a family member(s).	May have up to a maximum of 12 weeks within a 12-month period once FMLA is invoked.	May be substituted. Maximum is limited to number of hours accrued from date of request through end of leave year.	May be substituted up to a maximum of 40 hours per leave year providing employee has not used the 40 hours under FEFFLA.	<ul style="list-style-type: none"> - Complete NPC-518 and OPM-71. Annotate in the remarks "FMLA," and submit to first line supervisor. - Submit appropriate medical documentation to first line supervisor. Medical documentation of a sensitive nature may be submitted through the Health Unit. 	<ul style="list-style-type: none"> - Inform employees of FMLA program. - Approve or disapprove FMLA request. - Timely inform employee of request status. - Forward NPC-518 and OPM-71 to HRB. - Track cumulative hours.

Federal Employees Family Friendly Leave Act (FEFFLA) - Benefit* (May request up to a maximum of 104 hours - sick leave only)

Care Provided for Family Member or Death/Funeral Arrangements of Family Member (Definition of Family Member for FEFFLA)	Requirements	Annual Leave	Sick Leave	LWOP	Advanced Annual Leave	Advanced Sick Leave	Employee Responsibility	Branch/Supervisor Responsibility
<ul style="list-style-type: none"> - Spouse and parents. - Children, including adopted children, and spouses thereof. - Parents. - Brothers and sisters, and spouses thereof. - Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. 	<ul style="list-style-type: none"> - Must complete an OPM-71. - Used within a <u>leave year</u> (EXAMPLE: Employee has used 45 hours sick leave under FEFFLA); therefore, the employee would have a remainder of 59 hours available, providing the employee maintains an 80-hour balance of sick leave. 	Cannot be used.	<ul style="list-style-type: none"> - May use up to 40 hours of sick leave in a leave year. - An additional 64 hours of sick leave may be used, providing the employee maintains an 80-hour sick leave balance. 	Cannot be used.	Cannot be used.	May be substituted up to a maximum of 40 hours per leave year providing employee has not used the 40 hours under FMLA.	<ul style="list-style-type: none"> - Complete OPM-71, annotate in the remarks "FEFFLA," and submit to first line supervisor. - Submit appropriate medical documentation to first line supervisor. Medical documentation of a sensitive nature may be submitted through the Health Unit. 	<ul style="list-style-type: none"> - Inform employees of FEFFLA program. - Approve or disapprove FEFFLA request. - Timely inform employee of request status. - Forward OPM-71 to HRB. - Track hours used.

Expanded Use of Sick Leave - Benefit*

Care Provided For (Definition of Family Member for Expanded Sick Leave)	Requirements	Annual Leave	Sick Leave	LWOP	Advanced Annual Leave	Advanced Sick Leave	Employee Responsibility	Branch/Supervisor Responsibility
<ul style="list-style-type: none"> - Spouse and parents. - Children, including adopted children, and spouses thereof. - Parents. - Brothers and sisters, and spouses thereof. - Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. 	<ul style="list-style-type: none"> - Must complete an OPM-71. - Used to care for a family member with a serious health condition (as defined in FMLA) - Used within a <u>leave year</u>. - Sick leave used under FEFFLA, for general family care or bereavement purposes, is deducted from the total entitlement under the Extended Use of Sick Leave. (EXAMPLE: Employee has used 45 hours sick leave under FEFFLA; therefore, the employee would have a remainder of 435 hours available), providing the employee maintains an 80-hour balance of sick leave. 	Cannot be used.	May use up to 12 weeks of sick leave to care for a family member, providing the employee maintains an 80-hour balance of sick leave.	Cannot be used.	Cannot be used.	Cannot be used.	<ul style="list-style-type: none"> - Complete OPM-71, annotate in the remarks "Expanded Sick Leave," and submit to first line supervisor. - Submit appropriate medical documentation to first line supervisor. Medical documentation of a sensitive nature may be submitted through the Health Unit. 	<ul style="list-style-type: none"> - Inform employee of Expanded Use of Sick Leave Program. - Approve or disapprove request. - Timely inform employee of request status. - Forward OPM-71 to HRB. - Track hours used.

* Entitlement - Cannot be denied if meets criteria.

* Benefit - May be approved or denied (apply leave criteria).

Additional questions should be directed to the Employee and Labor Relations Section on extension 3321.

AUTHORIZATION FOR RELEASE OF INFORMATION

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

(Signature of Employee)

(Date of Consent)

(Witness)

LEAVE RESTRICTION LETTER

Date

Name of Employee

Branch

National Processing Center

Jeffersonville, IN 47132

Dear Mr./Ms. :

This letter is a warning to you that your leave record is unsatisfactory and necessitates your being placed on leave restriction. You were counseled by your supervisor, NAME, on DATE, regarding your leave practices; however, your record has not improved as evidenced by your attached leave analysis. I am therefore led to believe that you are abusing the leave privileges and I am placing you on leave restriction in accordance with Article 17.9 of the Labor-Management Agreement (L-MA). Leave restriction is not discipline but is designed to assist employees in correcting attendance problems. While you are on leave restriction, you will be required to comply with leave procedures more stringent than those applied to other employees and all requests for leave may not be approved. These procedures are outlined below.

You are being placed on leave restriction for a period not to exceed 90 days effective _____. You are expected to show marked improvement in your leave usage. Anytime after 60 days, you may request a meeting with your supervisor to review your leave usage. Upon completion of the leave restriction you will receive a letter notifying you of the outcome of the review period.

The following leave procedures will be enforced:

1. You are required to request prior approval of annual leave by submitting an OPM-71, "Application for Leave," to SUPERVISOR on extension _____, at least 2 workdays in advance. Approval of annual leave not requested in advance is contingent upon management's determination that a real emergency prevented you from requesting that leave in advance. On such occasions, you must personally contact SUPERVISOR on each day of your absence within the first hour of your scheduled starting time. Upon your return to duty, the request must be submitted in writing to branch management within 2 workdays, providing branch management with a documented justification. If the leave is not approved you will be carried on absent without official leave (AWOL).
2. On days when you are sick, you must contact SUPERVISOR on extension _____, or in his/her absence, SECOND LEVEL, up to and including the branch chief within the first hour of your scheduled starting time. If you do not do so, you will be carried as AWOL. In addition, you must submit a signed doctor's certificate or a written statement, which is acceptable, to SUPERVISOR for all absences due to

illness regardless of the time involved. Medical documentation may be submitted directly to the Occupational Health Unit. You have the responsibility to inform your supervisor when you have done so. You are reminded approval of sick leave is the responsibility of the supervisor. When you will be off on extended leave, you may not be required to call your supervisor on each day of absence if you provided acceptable documentation. You will be carried as AWOL for any sick leave that is not substantiated by either of the above statements.

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

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

You are advised to read Article 17.9 of the L-MA. If you have any questions concerning the provisions of this letter, you should discuss them with your supervisor, me, or you may contact the Employee and Labor Relations Section (ELRS) of the Human Resources Branch on extension 3321.

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

In the event you are placed in short term non duty status in accordance with Article 23.6 of the L-MA, the provisions of the leave restriction letter will be put on hold until you return to work.

If you are reassigned to another branch or placed in long term non duty status prior to the expiration date of this letter, these provisions will no longer apply.

Sincerely,

Chief,
Branch

Attachment (Leave Analysis)

cc: ELRS
Branch

I acknowledge receipt of this letter:

Signature

Date

Expiration of Leave Restriction (successful)

Date

Name of Employee

Branch

National Processing Center

Jeffersonville, IN 47132

Dear Mr./Mrs. :

On DATE, you were furnished a letter which placed you on leave restriction not to exceed 90 days because your attendance record was considered to be unsatisfactory. The leave restriction period expired on DATE .

A review of your leave usage during this period indicates that there has been marked improvement. It is gratifying to note that your attendance record has improved.

I hope the improvement in your attendance will continue.

Sincerely,

Branch Chief

cc: ELRS

Branch

Expiration of Leave Restriction (unsuccessful)

Date

Name of Employee

Branch

National Processing Center

Jeffersonville, IN 47132

Dear Mr./Mrs. :

On DATE, you were furnished a letter which placed you on leave restriction not to exceed 90 days because your attendance record was considered to be unsatisfactory. The leave restriction period expired on _____(date)_____.

A review of your leave usage during this period indicates that there has not been marked improvement. You have been counseled for your leave practices and you have been given the opportunity to improve through leave restriction. Your leave usage has not improved and further leave problems will continue to be grounds for discipline, up to and including removal. Your requests for leave may not be approved.

Sincerely,

BRANCH CHIEF

cc: ELRS

Branch

Application to Become a Leave Recipient Under the Voluntary Leave Transfer Program

1. Applicant's name (<i>Last, first, middle</i>)		2. Social Security Number	3. Employee Number
4a. Position title	4b. Pay plan		4c. Grade/pay level
5. Name of organization (<i>Agency, Department, Office, Division, Branch, etc.</i>)			6. Office telephone number
7. Nature and severity of the medical emergency			
8. Individual affected by medical emergency <i>(check one)</i> <input type="checkbox"/> Employee <input type="checkbox"/> Employee's family member		9. Date medical emergency began	10. Date medical emergency ended <i>(or is expected to end)</i>
11. Name of physician who will verify the medical emergency. (<i>Attach documentation from the physician (or other appropriate expert) showing the diagnosis, prognosis and duration of illness.</i>)			
12. What is the applicant's annual and sick leave balances as of end of last pay period? Annual leave balance → <input style="width: 80px; height: 20px;" type="text"/> Sick leave balance → <input style="width: 80px; height: 20px;" type="text"/>		13. How many hours of leave without pay have been used for this medical emergency? Hours → <input style="width: 80px; height: 20px;" type="text"/>	
14. Provide a description of the medical emergency to be distributed to servicing personnel offices so that other employees may donate annual leave to the applicant. <input type="checkbox"/> Check box if applicant does not want a description distributed. <input type="checkbox"/> Check box if applicant does not wish to have name used with the description or disclosed to anyone except the supervisor, the supervisory channel and the deciding official, and individuals who maintain the program.		Description of medical emergency	
15a. Name of individual completing application <i>(If applying on behalf of the applicant)</i>		15b. Relationship to applicant	15c. Telephone number (area code)
16a. <i>I certify that the above statements are true.</i> <i>(Signature of applicant or individual applying on behalf of applicant)</i>			16b. Date signed
Privacy Act Statement Participation in this program is voluntary; however, solicitation of this information is authorized under 5 U.S.C. 6332. The information furnished will be used to identify records properly associated with the transfer of annual leave. It may also be disclosed to a national, State, or local law enforcement agency where there is an indication of a violation or potential violation of civil or criminal law, rule, or regulation; or to another agency or court when the Government is party to a suit. Public Law 104-134 (April 26, 1996) requires that any person doing business with the Federal Government furnish a social security number or tax identification number. This is an amendment to title 31, Section 7701. Furnishing the social security number, as well as other data, is voluntary, but failure to do so may delay or prevent action on the application. If your agency uses the information furnished on this form for purposes other than those indicated above, it may provide you with an additional statement reflecting those purposes.			
17. First level supervisor's recommendation <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove Signature _____ Date signed _____		18. Deciding official's decision <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove Signature _____ Date signed _____	

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

*Within
Agency*

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

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

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

To Be Completed By Leave Donor

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

Privacy Act Statement

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

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

Employee: Please complete all boxes 1 - 15 below. Do not complete shaded areas.
Witness: Complete bottom section 16.
Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

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

Description of Injury			
9. Place where injury occurred (e.g. 2nd floor, Main Post Office Bldg., 12th & Pine)			
10. Date injury occurred Mo. Day Yr.	Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	11. Date of this notice Mo. Day Yr.	12. Employee's occupation
13. Cause of injury (Describe what happened and why)			
			a. Occupation code
14. Nature of injury (Identify both the injury and the part of body, e.g., fracture of left leg)			b. Type code c. Source code
			OWCP Use - NOI Code

Employee Signature	
15. I certify, under penalty of law, that the injury described above was sustained in performance of duty as an employee of the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and the following, as checked below, while disabled for work:	
<input type="checkbox"/> b. Continuation of regular pay (COP) not to exceed 45 days and compensation for wage loss if disability for work continues beyond 45 days. If my claim is denied, I understand that the continuation of my regular pay shall be charged to sick or annual leave, or be deemed an overpayment within the meaning of 5 USC 5584.	
<input type="checkbox"/> a. Sick and/or Annual Leave	
I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.	
Signature of employee or person acting on his/her behalf	Date
Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.	
Have your supervisor complete the receipt attached to this form and return it to you for your records.	

Witness Statement			
16. Statement of witness (Describe what you saw, heard, or know about this injury)			
Name of witness	Signature of witness		Date signed
Address	City	State	ZIP Code

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

Supervisor's Report

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

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

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

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

22. Date of Injury Mo. Day Yr.	23. Date notice received Mo. Day Yr.	24. Date stopped work Mo. Day Yr. Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
--------------------------------	--------------------------------------	---

25. Date pay stopped Mo. Day Yr.	26. Date 45 day period began Mo. Day Yr.	27. Date returned to work Mo. Day Yr. Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
----------------------------------	--	---

28. Was employee injured in performance of duty? ☐ Yes ☐ No (If "No," explain)

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

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

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

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

36. If the employing agency controverts continuation of pay, state the reason in detail.	37. Pay rate when employee stopped work \$ Per
--	--

Signature of Supervisor and Filing Instructions

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

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

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

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

Instructions for Completing Form CA-1

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

Employee (Or person acting on the employees' behalf)

13) Cause of injury

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

14) Nature of Injury

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

15) Election of COP/Leave

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

Supervisor

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

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

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

17) Agency name and address of reporting office

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

18) Duty station street address and zip code

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

19) Employers Retirement Coverage.

Indicate which retirement system the employee is covered under.

30) Was injury caused by third party?

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

32) Name and address of physician first providing medical care

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

33) First date medical care received

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

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

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

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

Employing Agency - Required Codes

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

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

OWCP Agency Code

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

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

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

- (1) Continuation of pay for disability resulting from traumatic, job-related injury, not to exceed 45 calendar days. (To be eligible for continuation of pay, the employee, or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of the CA-1. Where the employing agency continues the employee's pay, the pay must not be interrupted unless one of the provision's outlined in 20 CFR 10.222 apply.
 - (2) Payment of compensation for wage loss after the expiration of COP, if disability extends beyond such point, or if COP is not payable. If disability continues after COP expires, Form CA-7, with supporting medical evidence, must be filed with OWCP. To avoid interruption of income, the form should be filed on the 40th day of the COP period.
 - (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious defringement of the head, face, or neck.
 - (4) Vocational rehabilitation and related services where directed by OWCP.
 - (5) All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employee's home is a reasonable distance to travel for medical care.
- An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to use leave.
- For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Chapter 20, Part 10) or pamphlet CA-810.

Privacy Act

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

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

Receipt of Notice of Injury

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

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

At (Location)

Signature of Official Superior

Title

Date (Mo., Day, Yr.)

Notice of Occupational Disease
and Claim for Compensation

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



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

Employee Data

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

Claim Information

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

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

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

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

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

Employee Signature

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

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

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

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

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

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

Supervisor's Report

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

OWCP Agency Code

OSHA Site Code

ZIP Code

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

ZIP Code

21. Regular work hours From: ☐ a.m. ☐ p.m. To: ☐ a.m. ☐ p.m.

22. Regular work schedule ☐ Sun. ☐ Mon. ☐ Tues. ☐ Wed. ☐ Thurs. ☐ Fri. ☐ Sat.

23. Name and address of physician first providing medical care (include city, state, ZIP code)

24. First date medical care received Day Yr.

25. Do medical reports show employee is disabled for work? ☐ Yes ☐ No

26. Date employee first reported condition to supervisor Mo. Day Yr.

27. Date and hour employee stopped work Mo. Day Yr. Time: ☐ a.m. ☐ p.m.

28. Date and hour employee's pay stopped Mo. Day Yr. Time ☐ a.m. ☐ p.m.

29. Date employee was last exposed to conditions alleged to have caused disease or illness Mo. Day Yr.

30. Date returned to work Mo. Day Yr. Time ☐ a.m. ☐ p.m.

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

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

33. Was injury caused by third party?

☐ Yes ☐ No
If "No," go to Item 34.

34. Name and address of third party (include city, state, and ZIP code)

Signature of Supervisor

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

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

Name of Supervisor (Type or print)

Signature of Supervisor

Date

Supervisor's Title

Office phone

INSTRUCTIONS FOR COMPLETING FORM CA-2

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

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

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

1) Employee's statement

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

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

2) Medical report

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

3) Wage loss

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

Supervisor (Or appropriate official in the employing agency)

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

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

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

Item Explanations: Some of the items on the form which may require further clarification are explained below.**14. Nature of the disease or illness**

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

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

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

24. First date medical care received

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

33. Was the injury caused by third party?

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

19. Agency name and address of reporting office

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

23. Name and address of physician first providing medical care

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

32. Employee's Retirement Coverage.

Indicate which retirement system the employee is covered under.

Employing Agency - Required Codes**Box a (Occupational Code), Box b, (Type Code), Box c (Source Code), OSHA Site Code**

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

OWCP Agency Code

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

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

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

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

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

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

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

Privacy Act

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

Receipt of Notice of Occupational Disease or Illness

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

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

At (Location)

Signature of Official Superior

Title

Date (Mo., Day, Yr.)

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



U.S. Department of Labor

Employment Standards Administration

Division of Federal Employees' Compensation

www.dol.gov/esa



Search

Find It!: [By Topic](#) | [By Audience](#) | [By Top 20 Requested Items](#) | [By Form](#) | [By Organization](#)

September 23, 2005 [DOL Home](#) > [ESA](#) > [OWCP](#) > [DFEC](#)

CA-11 When Injured at Work Information Guide for Federal Employees

[Compliance
Assistance](#)

[OWCP](#)

[DFEC](#)

[About D](#)

[DFEC Co](#)

[DFEC Co
Assistance](#)

[DFEC Sr
Policy S](#)

Introduction

The Federal Employees' Compensation Act (FECA) (5 U.S.C. 8101 et seq.) is administered by the Office of Workers' Compensation Programs (OWCP) of the U.S. Department of Labor. It provides compensation benefits to civilian employees of the United States for disability due to personal injury sustained while in the performance of duty or to employment-related disease. The FECA also provides for the payment of benefits to dependents if the injury or disease causes the employee's death. Benefits cannot be paid if the injury or death is caused by the willful misconduct of the employee or by the employee's intention to bring about his or her injury or death or that of another, or if intoxication (by alcohol or drugs) is the proximate cause of the injury or death.

Medical Benefits

An employee is entitled to medical, surgical and hospital services and supplies needed for treatment of an injury as well as transportation for obtaining care. The injured employee has initial choice of physician and may select any qualified local physician or hospital to provide necessary treatment or may use agency medical facilities if available. Except for referral by the attending physician, any change in treating physician after the initial choice must be authorized by OWCP. Otherwise, OWCP will not be liable for the expenses of treatment.

The term "physician" includes surgeons, osteopathic practitioners, podiatrists, dentists, clinical psychologists, optometrists and chiropractors within the scope of their practice as defined by State law. Payment for chiropractic services is limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist. If the physician selected has been excluded from participating in the Compensation Program the OWCP District Office will advise the employee of the exclusion and the need to select another physician.

Compensation for Temporary Total Disability

An employee who sustains a disabling, job-related traumatic injury may request continuation of regular pay for the period of disability not to exceed 45 calendar days or sick or annual leave. If disability continues beyond 45 days or the employee is not entitled to continuation of pay, the employee may use sick or annual leave or enter a leave without pay status and claim compensation from OWCP.

When disability results from an occupational disease, the employing agency is not authorized to continue the employee's pay. The employee may use sick or annual leave or enter a leave without pay status and claim compensation.

Compensation for loss of wages may not be paid until after a three-day waiting period, except when permanent effects result from the injury or where the disability causing wage loss exceeds 14 calendar days. Compensation is generally paid at the rate of 2/3 of the salary if the employee has no dependents and 3/4 of the salary if one or more dependents are claimed.

The term "dependent" includes a husband, wife, unmarried child under 18 years of age, and a wholly dependent parent. An unmarried child may qualify as a dependent after reaching the age of 18 if incapable of self-support by reason of mental or physical disability, or as long as the child continues to be a full-time student at an accredited institution, until he or she reaches the age of 23 or has completed four years of education beyond the high school level.

Compensation for Permanent Effects of Injury

The Act provides a schedule of benefits for permanent impairment of certain members, functions and organs of the body such as the eye, arm, or kidney and for serious disfigurement of the head, face or neck. For example, an award of 160 weeks of compensation is payable for total loss of vision in one eye.

In addition, compensation for loss of earning capacity may be paid if the employee is unable to resume regular work because of injury-related disability. This compensation is paid on the basis of the difference between the employee's capacity to earn wages after an injury and the wages of the job he or she held when injured.

OWCP may arrange for vocational rehabilitation and provide a maintenance allowance not to exceed \$200 per month. A disabled employee participating in an OWCP-approved training or vocational rehabilitation program is paid at the compensation rate for total disability.

If the employee's condition requires a constant attendant, an additional amount not to exceed \$1500 per month may be allowed.

Compensation for Death

If no child is eligible for benefits, the widow or widower's compensation is 50 percent of the employee's pay at the time of death, if death was due to the employment-related injury or disease. If a child or children are eligible for benefits, the widow or widower is entitled to 45 percent of the pay and each child is entitled to 15 percent. If children are the sole survivors, 40 percent is paid for the first child and 15 percent for each additional child, to be shared equally. Other persons such as dependent parents, brothers, sisters, grandparents, and grandchildren may also be entitled to benefits. The total compensation may not exceed 75 percent of the employee's pay or the pay of the highest step for GS-15 of the General Schedule, except when such excess is created by authorized cost-of-living increases.

Compensation to an employee's surviving spouse terminates upon his or her death or remarriage. A widow or widower's benefits continue, however, if the remarriage takes place after the age of 55. Awards to children, brothers, sisters and grandchildren terminate at the age of 18, unless the dependent is incapable of self-support, or continues to be a full-time student at an accredited institution, until he or she reaches the age of 23, or has completed four years of education beyond the high school level.

Burial expenses not to exceed \$800 are payable. Transportation of the body to the employee's former residence in the United States is provided where death occurs away from the employee's home station. In addition to any burial expenses or transportation costs, a \$200 allowance is paid for the administrative costs of terminating an employee's status with

the Federal Government.

Cost-of-Living Increases

Compensation payments on account of a disability or death which occurred more than one year before March 1 of each year, are increased on that date by any percentage change in the Consumer Price Index published for December of the preceding year.

Settlements With Third Parties

Where an employee's injury or death in the performance of duty occurs under circumstances placing a legal liability on a party other than the United States, a portion of the cost of compensation and other benefits paid by OWCP must be refunded from any settlement obtained. OWCP will assist in obtaining the settlement and the Act guarantees that the employee may retain a certain proportion of the settlement (after any attorney fees and costs are deducted) even when the cost of compensation and other benefits exceeds the amount of the settlement.

Appeal Rights

An employee or survivor who disagrees with a final determination of OWCP may request an oral hearing or a review of the written record from the Branch of Hearings and Review. Oral and/or written evidence in further support of the claim may be presented. The employee may also request a reconsideration of a decision by submitting a written request to the District Office which issued the decision. The request must be accompanied by evidence not previously submitted. If reconsideration has been requested, a hearing on the same issue may not be granted. The employee or survivor may also request review by the Employees' Compensation Appeals Board (ECAB). Because the ECAB rules solely on the evidence of record at the time the decision was issued, no additional evidence may be presented.

More Detailed Information

More detailed information about the requirements for coverage and benefits under the Federal Employees' Compensation Act may be obtained from Federal Personnel Manual Chapter 810, Injury Compensation [now OWCP Publication CA-810], and booklet CA-550, Questions and Answers About the Federal Employees' Compensation Act, which answers questions commonly asked about compensation benefits.

What To Do...

1. Keep This Pamphlet. It is important that you know what you are entitled to, since benefits are not paid automatically. You or your survivors must claim them.

2. In Case of Injury, obtain first aid or medical treatment even if the injury is minor. While many minor injuries heal without treatment, a few result in serious prolonged disability that could have been prevented had the employee received treatment when the injury occurred.

For traumatic injuries, ask your employer to authorize medical treatment on Form CA-16 BEFORE you go to the doctor. Take Form CA-16 when you go to the doctor, along with Form OWCP-1500, which the doctor must use to submit bills to OWCP. Your employer may authorize medical treatment for occupational disease ONLY if OWCP gives prior approval.

Submit bills promptly, as bills for medical treatment may not be paid if submitted to OWCP more than one year after the calendar year in which you received the treatment or in which

the condition was accepted as compensable.

3. Report Every Injury to your supervisor. Submit written notice of your injury on Form CA-1 if you sustained a traumatic injury, or Form CA-2 if the injury was an occupational disease or illness. (Forms CA-1 and CA-2 may be obtained from your employing agency or OWCP.)

Form CA-1 must be filed within 30 days of the date of injury to receive continuation of pay (COP) for a disabling traumatic injury. COP may be terminated if medical evidence of the injury-related disability is not submitted to your employer within 10 workdays. YOU ARE RESPONSIBLE FOR ENSURING THAT SUCH MEDICAL EVIDENCE IS SUBMITTED TO YOUR EMPLOYING AGENCY. Form CA-2 should also be filed within 30 days. Any claim which is not submitted within 3 years will be barred by statutory time limitations unless the immediate superior had actual knowledge of the injury or death within 30 days of occurrence.

4. Establish the Essential Elements of Your Claim. You must provide the evidence needed to show that you filed for benefits in a timely manner; that you are a civil employee; that the injury occurred as reported and in the performance of duty; and that your condition or disability is related to the injury or factors of your Federal employment. OWCP will assist you in meeting this responsibility, which is called burden of proof, by requesting evidence needed to fulfill the requirements of your claim.

5. File a Claim for Compensation. File Form CA-7, Claim for Compensation on Account of Traumatic Injury or Occupational Disease, if you cannot return to work because of your injury and you are losing (or expect to lose) pay for more than three days. Give the form to your supervisor seven to ten days before the end of the COP period, if you received COP. If you are not entitled to COP, submit Form CA-7 when you enter or expect to enter a leave without pay status. All wage loss claims must be supported by medical evidence of injury-related disability for the period of the claim.

If you continue to lose pay after the dates claimed on Form CA-7, submit Forms CA-8 Claim for Continuing Compensation on Account of Disability, through your employer to claim additional compensation until you return to work or until OWCP advises they are no longer needed. You are not required to use your sick or annual leave before you claim compensation.

If you choose to use your leave, you may, with your agency's concurrence, request leave buy-back by submitting Form CA-7 to OWCP through your employing agency. Any compensation payment is to be used to partially reimburse your agency for the leave pay. You must also arrange to pay your agency the difference between the leave pay based on your full salary and the compensation payment that was paid at 2/3 or 3/4 of your salary. Your agency will then recredit the leave to your leave record.

6. Return To Work As Soon As your Doctor Allows You To Do So. If your employing agency gives you a written description of a light duty job, you must provide a copy to your doctor and ask if and when you can perform the duties described. If your agency is willing to provide light work, you must ask your doctor to specify your work restrictions. In either case, you must advise your agency immediately of your doctor's instructions concerning return to work, and arrange for your agency to receive written verification of this information. COP or compensation may be terminated if you refuse work which is within your medical restrictions without good cause, or if you do not respond within specified time limits to a job offer from your agency.

In appropriate cases, OWCP provides assistance in arranging for reassignment to lighter duties in cooperation with the employing agency. In addition, injured employees have certain other specified rights under the jurisdiction of the Office of Personnel Management, such as reemployment rights if the disability has been overcome within one year.

7. Tell Your Family about the benefits they are entitled to in the event of your death. For

assistance in filing a claim they may contact your employing agency's personnel office or OWCP.

For Additional Information or When in Doubt About Your Compensation Benefits Write to the Office of Workers' Compensation Programs.



 [Back to Top](#)

www.dol.gov/esa

www.dol.gov

[Frequently Asked Questions](#) | [Freedom of Information Act](#) | [Customer Survey](#)
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USA-DOL
TTY: 1-877-889-5627
Contact Us

COMPLETE THIS FORM AND SUBMIT WHEN REQUESTING REASSIGNMENT CONSIDERATION.

[illegible]

THE
MERIT ASSIGNMENT PLAN

U.S. CENSUS BUREAU
NATIONAL PROCESSING CENTER
JEFFERSONVILLE, INDIANA

TABLE OF CONTENTS

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

A. POLICY

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

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

Management will utilize internal recruitment methods to the extent possible with regard to filling vacancies. First or concurrent consideration for bargaining unit positions will be given to NPC employees.

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

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

B. COVERAGE

This Plan applies to all promotions GS-3 trainee - GS-15 (or equivalent), assignments to positions with known promotion potential, and other personnel actions involving advancement in competitive service positions in NPC as stated in this section. A promotion is a change of an employee to a higher grade or to a position with a higher rate of compensation. At the discretion of the Chief, Human Resources Branch, vacancies which are not subject to the merit assignment program procedures of this Plan may be made subject to them to allow for increased competition or publicity.

C. APPLICABILITY OF COMPETITIVE ASSIGNMENT PROCEDURES

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

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

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

D. CAREER PROMOTIONS

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

1. competition was held at an earlier stage satisfying the requirements of merit principles,
or

2. the employee's position is reclassified at a higher grade because of the accretion of additional duties and responsibilities or the issuance of a new Office of Personnel Management (OPM) classification standard.

Career promotions may be made if the employee was selected originally from an OPM inventory of eligibles or through competitive merit assignment program procedures, and the fact that the initial selection could lead to promotion was made known to all potential candidates. Career promotions may be made in connection with:

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

E. PROMOTIONS NOT REQUIRING COMPETITION

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

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

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

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

F. OTHER PROMOTION ACTION PROCEDURES

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

G. AREAS OF CONSIDERATION

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

3. The minimum area of consideration for positions at grade 14 and grade 15 (and equivalent pay-rate positions) will normally be all Department of Commerce activities worldwide.
4. Any NPC employee in grades 1 through 12 (and equivalent pay-rate positions) may request consideration for any vacant positions in any geographic location of the U. S. Census Bureau by submitting the form titled "Request to Limit or Expand Geographical Area of Consideration," to the Merit Assignment Office, Human Resources Division, Suitland, Maryland. In such cases, the employees will be considered for any vacancies for which they qualify in the additional location without having to make any further application.

H. METHOD OF LOCATING CANDIDATES

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

promotion certificate cannot be established prior to the normal posting period of 6 full workdays. Certain vacancies may be posted by series and grade only, and not by lowest organizational unit (when multiple vacancies exist within the division, branch, or project area).

- d. Employees who are interested in being considered for a particular vacancy must submit a Merit Assignment Application for General Schedule Positions (NPC-461A), Merit Program Interest Statement (CD-261) and, if applicable, a copy of Post-High School Transcript and a Quality of Experience Factor Statement (NPC-461), or the appropriate Job Element Questionnaire (NPC-146B). Applications from NPC employees must be received in the Human Resources Branch no later than close of business (i.e., 5 p.m.) on the closing date of the vacancy announcement.
 - e. Employees must make a specific written request to the Human Resources Branch for consideration for any vacancy for which they qualify which might occur during their absence (e.g., training, annual or sick leave, or non duty status). An employee absent on leave for 5 or more consecutive workdays should complete a Request for Job Consideration. It is the employee's responsibility to complete a Merit Program Interest Statement (CD-261), Quality of Experience Factor Statement (NPC-461), or a Job Element Questionnaire (NPC-146B), if applicable, in order to receive full credit for quality ranking factors or qualifying wage-grade experience for a specific vacancy.
 - f. If one or two highly qualified candidates are located in the initial area of consideration and the selecting official wishes to make a selection from them, that may be done. If fewer than three qualified candidates are located for a particular vacancy, consideration may be given to expanding the area by re-advertising the vacancy or other recruitment method.
2. **Outside Applicants.** Candidates from outside the Department of Commerce, who are available, constitute another source of candidates and may be considered under this Plan by submitting an SF-171 (Application for Federal Employment), OF-612 (Optional Application for Federal Employment) or a resume, an SF-50 (Notification of Personnel Action) showing status, a college transcript, and any other appropriate documents required.
 3. **Consideration Elsewhere in the Department of Commerce.** In addition, in order to obtain promotion consideration elsewhere within the Department of Commerce, any employee may submit an application (SF-171, OF-612, or resume) to any Bureau within the Department of Commerce at any time, regardless of whether an appropriate vacancy has been announced. That Human Resources Office will then consider the employee in accordance with its Merit Assignment Plan.

I. QUALIFICATION STANDARDS

1. Applicants must meet all the eligibility requirements (e.g., time-in-grade and qualification requirements) by the closing date of the vacancy announcement. Candidates who do not meet eligibility requirements by the closing date of the announcement will not be considered. (For open vacancy announcements, eligibility must be met by the date the selecting official requests a certificate.)
2. The minimum qualification standards prescribed by the Department of Commerce or the Office of Personnel Management (OPM), including provisions for authorized written tests and appropriate selective factors, will be used to determine basic eligibility of candidates for merit assignment consideration. Candidates may review the standards contained in the OPM Qualification Standards Handbook, X-118C - Internal Qualification Guides for Trades and Labor Job, and other official references by contacting the Human Resources Branch. Selective factors representing qualifications essential for successful performance in a position are a part of the minimum qualification standards and will be listed on vacancy announcements.

J. BASIS OF EVALUATING CANDIDATES

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

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

5 p.m.). Falsification of any information submitted will disqualify the applicant and may result in appropriate disciplinary action. Qualified candidates are assigned points in accordance with a scoring procedure established by OPM.

Evaluations of the quality of a candidate's experience will be accomplished through a procedure called Job Element Rating. Guidelines for developing a job element questionnaire and crediting plan are found in the X-118C - Internal Qualification Guides for Trades and Labor Jobs. The job element method is used to match the applicant's qualifications against work requirements called job elements.

Experienced employees who have knowledge of the work assist in the identification of those job elements necessary for success on a particular job. Of the elements selected for every job, there are one or more elements called screen-out elements which are essential for successful job performance. The screen-out element, which is mandatory for the position, will be identified on the vacancy announcement. Failure to meet the minimum score on screen-out will disqualify the applicant for consideration. Applicants for wage-schedule jobs must complete JEQs designed to elicit information about the degree to which they meet specific job elements.

Evaluation of applicants is based on a crediting plan for the position.

3. **Supervisory Positions.** Panels will be used in the evaluation process when the position to be filled is supervisory. The panel has access to the candidates' Official Personnel Folders (OPFs).

K. FACTORS FOR EVALUATING CANDIDATES

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

L. CAREER-LADDER PROMOTIONS

Career-ladder positions include those positions in which full performance level is identified and all employees in the same career ladder are given grade-building experiences.

Employees originally selected for these positions through competitive merit assignment procedures or from an OPM Inventory, and the fact that the initial selection could lead to promotion was made known to all potential candidates, can be promoted through career promotions without further current competition up to the full performance level.

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

requirements (e.g., time-in-grade) are met, and when there is the availability of work at the appropriate grade level.

Normally, individual announcements will not be posted for two-grade interval career-ladder positions unless management believes advertisement would result in obtaining more highly qualified candidates for consideration. Employees who wish to be considered for entrance into or through a career-ladder position can do so by notifying the Human Resources Branch of their interest by submitting a Merit Program Interest Statement (CD-261), a current application or resume, and post-high school transcript which clearly show their experience and education which qualifies them for the position. Applications for career-ladder positions may be submitted at any time and will be retained for 1 year from date of receipt. Career-ladder applications may be renewed for continued consideration by notifying the Human Resources Branch in writing. Applicants are responsible for updating their application and transcript to reflect current changes in experience and education. A list of all career-ladder positions at NPC will be posted on all vacancy announcement boards and is Appendix II of this Plan.

M. MERIT PROMOTION CERTIFICATE

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

N. SELECTING OFFICIALS' RESPONSIBILITIES

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

data regarding candidates not available for an interview must be annotated on the merit promotion certificate.

Selecting officials must review Quality of Experience Factor Statement, NPC-461 (if applicable), or Job Element Questionnaire (JEQ), OPFs, and EPFs of all candidates on the promotion certificate. Information regarding the qualifications of the candidates referred to the selecting official is available in the Human Resources Branch. All candidates for promotion listed on the promotion certificate will be notified of the outcome of the competition. The selecting official will be prepared to discuss the basis for the selection made with any of the candidates who appeared on the certificate, upon referral of the candidate by the personnel specialist. The selecting official shall certify on the promotion certificate that the selection is based solely on merit, fitness, and qualifications, and does not involve discrimination based on race, color, religion, national origin, marital status, sex, age, physical or mental disability, political affiliation, employee organization affiliation, personal favoritism, or sexual orientation. The selecting official is required to state in writing the job-related reasons for the selection. This written justification must contain the selecting official's signature and date.

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

O. RESCISSION OF TEMPORARY PROMOTIONS

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

P. RELEASE OF EMPLOYEES

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

Q. EMPLOYEE RESPONSIBILITIES, RIGHTS, AND INFORMATION

1. Employees are responsible for ensuring that their Official Personnel Folders are updated at least annually.

2. a. Employees are responsible for ensuring that all documents requested by a specific vacancy announcement are submitted on time to the Human Resources Branch. This must include a Quality of Experience Factor Statement (NPC-461) or Job Element Questionnaire (NPC-146B), if applicable, other information relevant to qualifications, and a Merit Program Interest Statement (CD-261).
 - b. Employees are also responsible for submitting to the Human Resources Branch appropriate documentation of any qualifications, training, etc., they wish to make a matter of record. Employees may request that such information be placed in their OPF. Information must be in the applicant's OPF by the closing date of the vacancy announcement to be considered.
3. Employees are entitled to know when their names are certified on a promotion certificate. All employees on each promotion certificate will be notified of their selection or non-selection as soon as possible. Selected employees will be notified of the effective date of promotion. A non-selected employee may request the name of the candidate who was selected and also may request information as to what area(s), if any, he/she should try to improve to increase chances for future promotion. Such requests should be directed to the Human Resources Branch.
4. Employees are entitled to information about career opportunities and qualifications for advancement in their present positions and what career opportunities they might have in other positions, as well as the required qualifications. This information can best be provided in counseling sessions with a member of the Human Resources Branch. Employees are urged to contact the Human Resources Branch to discuss their qualifications, promotion opportunities, etc., and to read those portions of the Qualification Standards Handbook for General Schedule Positions and/or X-118C - Internal Qualification Guides for Trades and Labor Jobs, that are applicable to the position in which they have an interest.
5. Employees will receive a copy of the NPC Merit Assignment Plan. Employees should direct any questions about NPC's Merit Assignment Plan to the Human Resources Branch.
6. Employees who do not meet qualification requirements or qualified candidates who are not certified will be notified as soon as possible.

R. COMPLAINTS

Complaints concerning bargaining unit vacancies shall be adjudicated through the grievance procedure set forth in Article 8 of the Labor-Management Agreement between the U. S. Census Bureau and Local 1438 of the American Federation of Government Employees (AFGE). The employee and/or the employee representative (designated in writing) shall be permitted to review documents used in evaluating that particular employee for promotion purposes. The representative will be allowed to review

information in accordance with Article 8 of the negotiated Agreement. Non-unit employee complaints arising from actions under this Plan shall be adjudicated through the grievance procedure set forth in Department Administrative Order (DAO) 202-771.

S. VIOLATIONS

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

APPENDIX I

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Panel. A group assembled for the purpose of assessing qualifications for wage-grade positions and assigning points for Quality of Experience Factors applicable to supervisory positions.

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

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

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

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

Representative Rate. The hourly rates used to compare pay in different pay schedules. Representative rates are the 4th step for GS-1 through GS-17; 1st step for GS-18; 2nd step for WG, WL, and WS; and agency-designated rates for other positions.

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

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

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

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

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

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

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

APPENDIX II

CAREER-LADDER POSITIONS NATIONAL PROCESSING CENTER

<u>Series</u>	<u>Title</u>	<u>Entrance Level</u>	<u>Career Promotion Level</u>
0150	Geographer	GS-05	GS-11

The following specialties will be included for consideration under the 0201 series:

0201	Human Resources Specialist Personnel Staffing & Classification Specialist Employee Relations Specialist Labor Relations Specialist Employee Development Specialist	GS-05	GS-11
0260	Equal Employment Specialist	GS-05	GS-11
0301	Operations Specialist	GS-05	GS-11
2210	Information Technology Specialist	GS-05	GS-11/12
0343	Management Analyst	GS-05	GS-11
0560	Budget Analyst	GS-05	GS-11
0610	Nurse	GS-05	GS-09
1102	Procurement Agent	GS-05	GS-11
1370	Cartographer	GS-05	GS-11
1529	Mathematical Statistician	GS-05	GS-11
1530	Survey Statistician	GS-05	GS-11

WAGE-SCHEDULE POSITIONS

2601	Electronic Equipment Installer & Repairer	WG-08	WG-10
2604	Electronics Mechanic	WG-08	WG-10
2608	Electronic Digital Computer Mechanic	WG-08	WG-10

Individual announcements may be posted for two-grade interval career-ladder positions. Vacancy announcements will be posted for one-grade interval positions, with the target level of the position identified on the announcement. Employees who wish to be considered for entrance into or through a career-ladder position can do so by notifying the Human Resources Branch of their interest, in writing, at any time. Employees must submit an application or resume and a CD-261 for each position for which they wish to be considered. The application or resume must be current and clearly show the experience and/or education they have which qualifies them for the position. A transcript should be submitted for education above high school. Applications for career-ladder positions will be kept on file for 1 year and can be renewed for continued consideration by notifying the Human Resources Branch in writing.

APPENDIX III

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

Maximum Points

1. Experience

75

Based on Response to Quality of Experience Factors (QEFs)

Experience credited for QEFs as Full Credit, Half Credit, or Minimum Credit.

	<u>2 QEFs</u>	<u>3 QEFs</u>	<u>4 QEFs</u>
Full Credit/Directly Related =	37.5	25	18.75
Half Credit/Related (Nearly) =	18	12.5	9.5
Minimum Credit/Not Related =	5	5	5

Minimum credit for any qualified applicant is 5 points per factor.

2. Awards

5

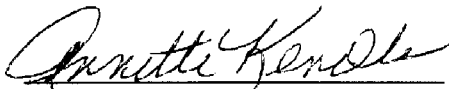
- | | |
|---|---|
| a. Medal (Points received for a Lifetime Award) | 3 |
| b. Census Award of Excellence | 1 |
| c. EEO Award | 1 |

Total Maximum Points Possible **80**

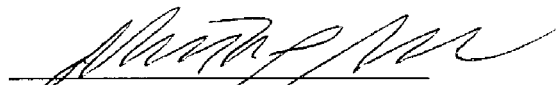
Highly qualified Requirement	70
-------------------------------------	-----------

The U.S. Census Bureau and the American Federation of Government Employees, Local 1438 agree that the union membership having ratified the negotiated Labor-Management Agreement and the Department of Commerce having approved it, this Agreement is effective September 30, 2005.

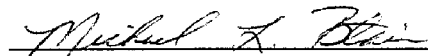
For the Agency



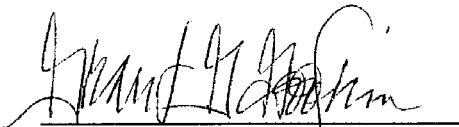
Annette Kendle
Labor Relations Officer



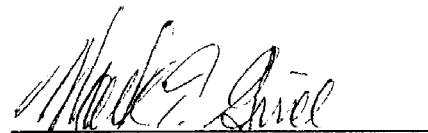
Matthew P. Aulbach



Michael L. Blair

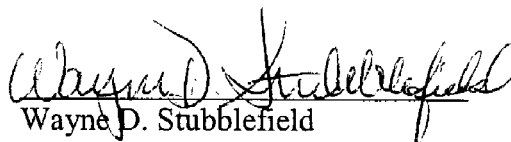


Grant G. Goodwin

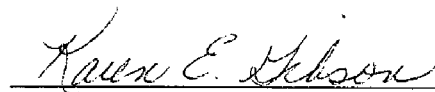


Mark T. Grice

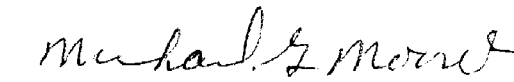
For the Union



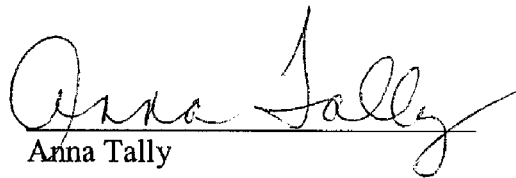
Wayne D. Stubblefield
President, AFGE Local 1438



Karen E. Gibson



Michael G. Moore, Sr.



Anna Tally

This high-quality product is a result of the
teamwork of dedicated National Processing Center
employees.

