

LABOR-MANAGEMENT AGREEMENT



BETWEEN THE

**Federal Energy Regulatory
Commission**

AND THE

**American Federation of Government
Employees**

Local No. 421, AFL-CIO

SIGNED JUNE 6, 2002

AMENDED AUGUST 8, 2011 (Article 14 Merit Promotion)

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Article 1. General Provisions

1.1 Parties

This Agreement is made and entered into, by, and between the Federal Energy Regulatory Commission (FERC), hereinafter referred to as the Employer or the Agency, and the American Federation of Government Employees (AFGE) Local #421 (AFL-CIO), hereinafter referred to as the Union, and collectively known as the Parties.

1.2 Exclusive Representation and Bargaining Unit

The Department of Labor on October 13, 1978, certified the Union as Exclusive Representative for a nationwide bargaining unit composed of all non-supervisory General Schedule (GS) and Wage Grade (WG) employees of the Employer including Professionals. While they may join the Union, employees engaged in personnel work in other than a purely clerical capacity; management officials and supervisors; confidential employees; and Security Personnel; are excluded from the bargaining unit. In addition, all temporary employees on appointments not to exceed 90 days and with no reasonable expectation of continuous employment are also excluded from the bargaining unit.

1.3 Employees Covered by Agreement

The parties agree that the terms and conditions of this Agreement apply to only bargaining unit employees.

1.4 Administration and Cooperation

The Union and Management agree to administer the Agreement in a fair and equitable manner. This Agreement is also intended to foster an atmosphere at FERC where the Union and Management work together to meet the mission of the agency in an efficient and effective manner.

Article 2. Employee Rights And Responsibilities

2.1 Employee Rights

Supervisors and employees shall treat each other with mutual courtesy, dignity and respect. Each employee has the right to freely and without fear of penalty or reprisal form, join, and assist labor organizations or refrain from any such activity, and each employee shall be protected in the exercise of these rights. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist a labor organization extends to participation in the management of the organization, and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority. The Employer shall take such action as is required to ensure that employees in the Agency are advised of their rights under this section, including allowing a fifteen or twenty minute presentation by designated Union representative(s) in orientations of new hires. The Employer shall ensure that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the labor organization.

2.2 Participation in Organizations and Training

The Parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drive, Bond Campaigns and other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. Participation or non-participation will not advantage or disadvantage employees. The Employer may require the employee to participate in activities, meetings, or undertakings that will lead to the development of skills, knowledge, or abilities which may qualify or better qualify the employee for performance of present duties or duties which may be assigned. Without written advance notice, the Employer will not request an employee to make a report concerning any activities or undertakings unless such activities or undertakings are related to the performance of official duties or unless there is a reason to believe that the employee is engaged in outside activities or employment which are inconsistent with FERC Standards of Conduct Regulations.

2.3 Performance of Duties

Except as provided by law, rules, or regulations, an employee is accountable to the agency for performance of official duties as defined in the employee's position description and other duties as assigned.

2.4 Workplace Dispute Communications

The Parties agree to encourage employees to present their work-related problems to their immediate supervisor. After informing their immediate supervisor, the employees are free, however, to communicate freely with other management officials who can resolve the employees' concerns or issues. Such officials may be more effective in dealing with employee problems, e.g. in the areas of travel, payroll, equal employment opportunities, and personnel.

2.5 Representation in Grievances and Appeals

Employees have the right to self-representation; or to be represented by an attorney, or other representative other than the Union representative, of the employee's own choosing in any grievance or appeal action; or to exercise their grievance or appellate rights

established by law, rule, or regulation, except in the case of grievance or appeal procedures negotiated under this Agreement (5 U.S.C. Section 7114). The Union has a right to be present at all formal discussions, as defined by 5 USC 7114(a)(2)(A), related to a grievance or appeal filed under the provisions of this Agreement if the employee has representation other than a Union representative.

2.6 Grievance Participation

Employees have the right to see their Union representative during working hours, operating requirements permitting. In seeking remedial relief under this Agreement, the grievant and the designated Union representative will be free from restraint, interference, coercion, discrimination, and reprisal. Employees will inform their supervisor of their absence from the work area for this purpose to the same extent that the supervisor customarily requires such notice of absence for any other non-work-related reason (such as participation in Combined Federal Campaign, Blood Donor Drives, Bond Campaigns, Black History Month, etc.). The supervisor reserves the right to have the employee reschedule the meeting with the designated Union representative if work requirements necessitate the employee's availability. Any rescheduled meeting will be mutually agreed upon by all the parties involved.

2.7 Personnel Files

Employee personnel files will be maintained as follows:

2.7.1 The Official Personnel Folder(OPF) prescribed by the Office of Personnel Management is the official repository for records affecting an employee's status and service during his/her entire Government employment. The folder provides the basic source of factual data about the employee's employment history, and this is used primarily by the Division of Human Resources.

2.7.2. It is agreed that to the extent it is not contrary to law or applicable regulation, each employee and/or designated representative who has been so authorized in writing by the employee shall, upon request, have access to review or photocopy any document appearing in the employee's OPF, maintained by the Division of Human Resources in accordance with applicable Office of Personnel Management and FERC directives, provided, however, such requests shall not be made so often by an employee as to become unreasonable. It is understood that such review shall take place in the presence of the Division of Human Resources representative having custody of the file.

2.7.3. To the extent that it is not contrary to appropriate regulations:

- (1) the employee will be afforded the opportunity to put on record any statement about unfavorable information contained in the employee's OPF;
- (2) any record in the personnel files which has not been disclosed to the employee cannot be used as a basis for a disciplinary action;
- (3) no derogatory material of any nature which might reflect adversely upon the employee's character or government career will be placed in the employee's OPF or any other file without the employee's knowledge. The official personnel records are only those prescribed by the Office of Personnel Management, which constitute the record of the employee.

2.7.4. It is further agreed that where the Office of Personnel Management or other applicable laws or regulations prohibit disclosure of any record, file or document to any employee and/or his/her representative, then such record, document, or file may be made available only to those officials whose duties require access to such material.

2.8 Financial Obligations

It is recognized that all employees are expected to pay promptly all just financial obligations. A just financial obligation is an obligation which the employee acknowledges as not subject to dispute or which has been reduced to judgment by a court; or one imposed by law such as Federal, State, or local taxes; or debt incurred through the use of a government credit card. In the event of a dispute between the employee and an alleged creditor with respect to an alleged personal debt or financial obligation, where the debt is not acknowledged by the employee or reduced to judgment, the Employer will neither act as an arbitrator nor will the Employer take any action against the employee which is directly related to that personal debt.

However, employees are responsible to the Employer for the debt incurred through the use of their government credit card and any misuse of this card or failure to pay promptly the debt incurred from the use of this card may incur disciplinary or adverse actions as described in Articles 16 and 17 of this Agreement.

2.9 Investigations of Employees

The Employer agrees not to use any investigative official, either of the Agency or by way of retainer, to survey the activities of an employee unless there is reason to believe the employee may be engaging in illegal or improper activity related to job performance or affecting the agency's mission, except as provided by applicable statutes and administrative regulations.

2.10 Employee Signature on Performance Documents

The employee will read, sign and date performance documents as acknowledgment of receipt. An employee's signature on performance documents neither constitutes agreement with the rating nor constitutes a waiver of the employee's appeal rights. If the employee refuses to sign the document, the employee's supervisor or manager may sign and date the document in the employee's signature block indicating that the employee received the performance document. When the supervisor signs and dates the document, it becomes the rating of record for the employee. The supervisor's signature in the employee's signature block does not waive the employee's appeal rights.

2.11 Union Membership

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

2.12 Communications with the Division of Human Resources

Where requested by the employee, the Division of Human Resources will acknowledge in writing (within fifteen(15) calendar days) receipt of all written communications mailed or e-mailed to it by employees in the bargaining unit.

2.13 FERC Beneficial Suggestion Program

Employees have the right to propose new and innovative ways to carry out the mission or function of the agency under the agency's beneficial suggestion program. Management will review the suggestion and inform the employee of its decisions in accordance with the program policies as stated in FERC's Recognition System Handbook, dated May 19, 2000, as amended.

Article 3. Union Rights And Responsibilities

3.1 Representation and Formal Meetings

The Union will have the right and obligation to represent all employees in the unit and to present its views to the Employer on matters of concern either orally or in writing. Further, the Union has the right to be represented at any formal discussion as defined by 5 U.S.C. 7114(a)(2)(A) and (B) 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 any examination of an employee in the unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. Nothing in this Agreement shall preclude the Union President from meeting with the Agency Head on any matters of common concern relative to personnel policies or practices or other general conditions of employment.

3.2 Improving Communications and Morale

The Parties agree that their representatives will consistently strive to improve communications between employees and supervisors, and to promote efficiency by eliminating inequities between, and increasing the morale of, employees. Such efforts will be focused on the goal of making the FERC a better place to work.

3.3 Special Assignments of Union Officers and Stewards

The Employer agrees to notify the Union prior to placing Union Officers or Stewards on special assignments which require absence from his/her permanent duty station. The Employer shall meet with the Union concerning the proposed assignment decision if there is a dispute relating to the special assignment.

3.4 Implementation of New Regulations and/or Changes to Existing Regulations

New regulations and/or changes to existing regulations which affect personnel policies or practices or other general conditions of employment will not be implemented prior to the Employer meeting and conferring with the Union in accordance with 5 U.S.C. Section 7117.

3.5 Information Distribution to the Union

The Union will be placed on the distribution list for new issuances, and upon request the Employer will provide the Union with a copy of the basic document.

The Employer will make available to the Union for review, comment, and reproduction a copy of each and every proposed directive or proposed agency-wide guidance document relating to personnel policies, practices, and working conditions at least ten (10) business days prior to the date of implementation.

3.6 Meetings to Discuss Workplace Issues

The Parties shall have the right jointly to convene from time to time as circumstances warrant, a meeting to discuss current problems, situations, and/or work place circumstances which, if allowed to continue, would affect the morale, health, welfare, or security of employees in the bargaining unit.

Prior to the meeting the Parties will provide an agenda at least 24 hours in advance. In emergency situations the Parties will provide as much advance notification as is practicable. Except by mutual agreement of the Parties, the matters discussed at such meetings will be limited to those items on the agenda.

3.7 Workplace Issue Corrective Action

The Union, the Employer, and/or both shall assure that the matters discussed in the meetings held pursuant to Section 3.6 that are determined to affect the morale, health, welfare, and/or security of employees in the bargaining unit are corrected through the determination and the carrying out, by mutual agreement, of the corrective measures that are found appropriate to resolve the problem.

3.8 Protection for Union Representatives in the Exercise of Union Duties

The Employer shall in no way restrain, interfere with, coerce, or discriminate against designated representatives of the Union in the responsible exercise of their right to serve as representatives for the purpose of collective bargaining, handling grievances and appeals, or acting in accordance with applicable rules and regulations and provisions of this contract.

3.9 Notice of Establishment of Committees

The parties agree that the Union will be notified at least ten (10) business days prior to the projected date of the establishment or activation of any committee dealing with the formulation or implementation of personnel policies and practices affecting conditions of employment.

Article 4. Employer Rights And Responsibilities

4.1 Management Rights

In accordance with 5 U.S.C. Section 7106(a), nothing in this agreement shall affect the authority of any management official

4.1.1 to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

4.1.2 in accordance with applicable laws –

- a.** to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- b.** to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
- c.** with respect to filling positions, to make selections for appointments from –
 - (i)** among properly ranked and certified candidates for promotions; or
 - (ii)** any other appropriate source; and
- d.** to take whatever actions may be necessary to carry out the Agency mission during emergencies.

Article 5. Union Functions, Organization, and Facilities

5.1 Union Officer and Steward Listing

The Union shall furnish the Employer, in writing, and shall maintain thereafter on a current basis, the names of the Local Union Officers and a list of all authorized stewards.

5.2 Union Stewards

The Union may designate up to 15 stewards. To the extent possible, stewards will be employed in the organizational segment each represents. The steward will normally be the Union representative with respect to dealings with first-level supervision.

5.3 Official Time

Stewards and officials designated by the Union are authorized to perform and discharge on official time the duties and responsibilities which may be properly assigned to them under the terms of this Agreement. Reasonable duty time, not to include overtime or travel time except as otherwise specified in this Agreement, will be permitted Union representatives for performance of such duties.

5.4 Representational Time

Prior to conducting any labor management relations business provided for under the terms of this Agreement, each representative will inform his/her supervisor as to the nature of the business and the approximate time the individual expects to be away from his/her job responsibilities. When the representative cannot be spared, the supervisor will arrange for a more suitable time. The representative will report back to his supervisor upon completion of the matter. Each representative is responsible for informing their supervisor and/or timekeeper of the number of hours used each pay period for Union business for which official time was used.

5.5 Formal Meetings and Weingarten Investigations

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

5.5.1 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

5.5.2 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.

5.6 Union Training Requests

The Employer agrees to consider requests of the Union for administrative leave for Union officials and stewards to attend training sessions related to the administration of this

Agreement. Approval of such leave shall be based on whether the training is mutually beneficial to the Parties. Requests for administrative leave will be submitted to the Director, Division of Organizational Management as far in advance as possible but in no case less than five (5) working days prior to the date requested.

Requests will include a copy of the agenda or program and a description of the training for which this administrative leave is requested. Administrative leave for this purpose will cover portions of the training session that meet the foregoing criteria. A total of 250 hours within a 12-month period is provided the Union for the above purposes.

5.7 Internal Union Business

Activities related to the internal business of the Union, such as membership meetings, election of officers, and solicitation of dues, shall be conducted during non-duty hours. The Union may communicate announcements of their meeting times, agendas, special events, or activities related to their representational duties, but may not use the agency's e-mail system for announcements of internal union business, e.g. membership drives, fundraising events, elections. Announcements about these types of internal union business activities may be placed on bulletin boards in the galleys or on the Union's website. Union officials and stewards may use the agency's e-mail system for communication and coordination in conducting their representational duties.

5.8 Union Office Space

The Employer will provide an office, telephone, personal computer, printer, monitor, and e-mail access for use by Union officials in order to have a confidential place to discuss employees' grievances and complaints or other matters pursuant to this Agreement.

5.9 Telephone Directory

The Union President, the Executive Vice President, the Treasurer, and the Chief Steward shall be listed in the Employer's official telephone directory by name, room number, and telephone extension. The Union office location and telephone number will also be listed in this directory.

5.10 Bulletin Boards and Websites

The Union will be provided reasonable bulletin board space within the building by the Employer and will be provided a hyperlink between FERC's internal homepage (FERCNet) and the AFG Local 421 homepage. Only factual information and Union views will be posted on bulletin boards and the Union homepage. Material may not be posted on the bulletin board or Union homepage when it is scurrilous, libelous, disparaging or otherwise inappropriate. The Employer retains the right to remove its hyperlink to the Union's homepage if the Employer determines that the material on the Union's website may be scurrilous, libelous, disparaging or otherwise inappropriate. The Agency may reestablish the hyperlink upon the request of the Union and if there is a determination that such information is no longer contained on the Union's website.

5.11 Labor/Management Negotiated Agreement Distribution

Copies of the negotiated agreement will be printed by the Employer and distributed to all unit employees by the Employer. The Union will be provided fifty (50) additional copies for special distribution and future use. At the time of hiring, the Division of Human Resources

Management will give a copy of the Agreement to every new employee. A copy of the negotiated agreement will also be posted on the FERC webpage.

5.12 Employment Roster

The Employer agrees to provide the Union upon request in writing (e-mail or memo) a list of employees and vacant positions by organization, grade, and position title.

Article 6. Equal Employment Opportunity

6.1 Policy

The Employer and the Union agree to cooperate in providing equal employment opportunity for all persons; to prohibit discrimination because of age, race, color, religion, sex, or national origin; or handicapping condition; and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

6.2 EEO Affirmative Action Plan

In accordance with applicable laws and regulations, the parties agree that an EEO Affirmative Action Plan be developed to assure that every effort will be made to utilize to the fullest extent the present skills of employees by all means, including the redesigning of jobs where feasible, and to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training, work-study programs, and other training and career development programs.

6.3 Diversity Council-Structure and Purpose

6.3.1 Structure - The agency will establish a Diversity Council of no more than ten (10) persons. Membership will be established as stipulated in the FERC Diversity Council Charter.

6.3.2 Meetings - The Diversity Council will meet regularly as agreed to by the council members and the EEO Manager.

6.3.3 Purpose - The purpose of the Diversity Council shall be to assist in creating an environment in which all individuals are valued, feel that their ideas have merit, and whose talents are fully utilized to benefit FERC, its customers, and its employees. The Diversity Council's primary goals are to:

- (A) enhance learning and development programs, including leadership development, within the Commission;
- (B) increase diversity awareness among employees;
- (C) provide a definition of workplace diversity;
- (D) assist managers, supervisors, and team leaders in understanding the benefits of diversity in the workplace; and
- (E) Develop a business plan for diversity.

6.4 Diversity Council Informational Requests

Upon request of the Council members, the Employer agrees to provide the Council with the following information:

6.4.1 copies of all EEO plans that apply to employees covered by this Agreement;

6.4.2 copies of any FERC reports required by applicable laws and regulations regarding EEO statistics or progress reports;

6.4.3 copies of any periodic EEO case status reports prepared by the EEO Manager, as they are compiled, subject to any applicable privacy regulations or confidentiality requests by a complainant;

6.4.4 copies of any statistical data compiled by the EEO Manager to show the current status of minorities and women throughout the Agency regarding advancement or hiring practices;

6.4.5 copies of any annual reports each fiscal year upon request to the EEO Manager. Such reports shall contain the number and types of discrimination complaints filed for a given year.

6.5 Reasonable Duty Time for EEO Work

Employees serving in appointed positions associated with agency programs, such as EEO counselors, EEO investigators, and Diversity Council members, shall be given reasonable duty time to carry out these activities.

Article 7. Work Hours and Schedules

7.1 Hours of Work

The Employer agrees to provide the following:

7.1.1 Assignments to tours of duty for periods of not less than one (1) week shall be scheduled in advance;

7.1.2 The administrative work week shall be seven (7) consecutive days, Sunday through Saturday. The basic work week shall be scheduled on five (5) days, which shall be Monday through Friday;

7.1.3 The basic non-overtime work day shall not exceed eight (8) hours; and the Alternative Work Schedule day shall not exceed nine (9) hours;

7.1.4 The occurrence of holidays shall not affect the designation of the basic work week;

7.1.5 Breaks in working hours of more than one (1) hour shall not be scheduled in any basic work day; and

7.1.6 Pursuant to the terms of the Federal Employee Flexible and Compressed Work Schedules Act of 1982, P.L. 97-221, employees who qualify may choose the Alternative Work Schedule described in Section 7.6 of this Article.

7.2 Temporary Tour of Duty Hours

Employees, including those on AWS, assigned to duties outside of the office will have their tours of duty temporarily changed to the business hours of the facility visited. The temporary tour of duty will be effective only for those days on which these outside activities are scheduled. Every effort will be made to schedule travel during the basic workweek. Compensation for travel on weekends or outside of regularly scheduled duty hours will follow the provisions set forth in Article 9, Section 9.9 of this Agreement.

7.3 Change of Duty Hours

7.3.1 Whenever an employee wishes to permanently change his or her tour of duty, he or she must inform the immediate supervisor in writing. All of the following conditions must be met.

(A) For employees on an 8 hour schedule, the change in the tour must fall between the duty hours of 7:00 a.m. and 5:30 p.m. For AWS employees on a 9 hour schedule, the tour must fall between the duty hours of 7:00 a.m. and 6:00 p.m.

(B) There is no:

- adverse impact on the mission
- adverse impact on the employee's function
- adverse impact on the size of or work performed by the work unit need to have the employee present during specific times

- (C) A disapproval of an employee's request may only be made by the Office Director.

7.3.2 An employee may change his or her hours of duty on a particular day to accomplish personal needs such as meeting doctor's appointments, departing early for vacation, meeting an appointment with a child's teacher, or picking up an automobile after it's been repaired, provided all of the following conditions are met:

- (A) The requested deviation falls between the duty hours of 7:00 a.m. and 5:30 p.m. for employees on an 8 hour schedule and 7:00 a.m. and 6:00 p.m. for employees on a 9 hour schedule (AWS).
- (B) The request must be in writing and submitted to the immediate supervisor for approval at least 48 hours in advance of the requested deviation. When an emergency precludes the employee from providing the required 48 hours advance notice, it shall be at the supervisor's sole discretion as to whether or not the deviation should be approved, or the employee be placed on appropriate leave, or the deviation disapproved. Suitable documentation supporting the request may be required by the supervisor when appropriate.
- (C) The employee's supervisor has the sole discretion to decide whether or not to approve or disapprove the request based on one or more of the following situations:
- adverse impact on the mission
 - adverse impact on the function of the employee
 - documented instances of abuse of leave on the part of the employee, etc.

7.4 Hours of Work Disputes

Though not formally grievable, problems in equitable administration of the program will be brought to the attention of the Director, Division of Organizational Management and the AFGE Local #421 President. An employee whose request for a permanent change of work hours has been disapproved by the Office Director may request reconsideration by the Executive Director/Chief Financial Officer (ED/CFO). Any such request must be submitted in writing to the ED/CFO, through a Union Steward and the Deputy Director for Human Resources and Organizational Management, within ten (10) calendar days of the disapproval by the Office Director.

7.5 Lunch and Break Periods

Lunch periods will be a half hour in length and will normally be scheduled between 11:00 a.m. and 2:00 p.m. Operating requirements permitting, each employee may take two fifteen (15) minute rest periods during the day. Supervisors may adjust an employee's lunch period to meet office coverage or work related requirements. If management proposes to adjust the lunch schedule of an entire unit, management will notify the Union and provide the Union with the opportunity to bargain on that change.

7.6 AWS- Alternative Work Schedule (5-4/9)

7.6.1 Under a 5-4/9 schedule, employees work eight 9-hour days, one 8-hour day, and have one day off each pay period.

7.6.2 Work hours are scheduled with the supervisor and involve contiguous hours between 7:00 a.m. and 6:00 p.m. Each 9-hour day must start at the same time. The 8-hour day can start at a different time. The supervisor may allow a starting time of no earlier than 6:30 a.m. as an exception for employee special needs, e.g., education purposes, child care, transportation, etc. Documentation may be required to support the special need. Regularly scheduled work will not extend beyond 6:00 p.m.

7.6.3 Participation is voluntary except as in Section 7.6.5.

7.6.4 The Executive Director/Chief Financial Officer (ED/CFO) may identify positions which might be restricted or excluded from participation in AWS. Exclusions will be identified based on the critical nature of the work or because of limited staff resources or the need for office coverage. Should the ED/CFO propose to exclude positions from AWS during the life of this agreement, management agrees to fulfill its bargaining obligations in accordance with 5 U.S.C. Chapter 71 prior to implementation.

7.6.5 Employees with the following may not participate in AWS:

- (1) a current performance rating below Fully Successful;
- (2) a written formal leave requirement or a written documented attendance problem; or
- (3) documented instance of abusing the time and attendance system, e.g., falsifying sign-in/sign-out sheets, submitting altered medical certificates, etc.

7.6.6 With prior supervisory approval, any day may be the 8-hour day and AWS day off. First time participants and employees wishing to change AWS schedules may submit up to 4 different schedules (AWS day off) for approval, either individually or all together. Supervisors can deny without challenge, the first 3 choices. If the first three are denied, the fourth is automatically approved. At supervisory discretion, this may include employees reassigned between work units who are asked to change their work schedules due to operational requirements.

7.6.7 Supervisors can limit the number of employees off on a given day to meet operational demands and requirements. Federal seniority (Service Computation Date) is the selection criteria.

7.6.8 Once work schedules are established, management will not change them unless operating demands and requirements necessitate a change. Employees may stop AWS anytime. Employees may start or change their AWS schedules no more than four (4) times in a calendar year. Requests must be in writing and submitted to the supervisor at least one week before the effective date of the change, which is the first full pay period following approval of the request by the supervisor. The employee's supervisor or timekeeper will notify payroll of the change in the employee's work schedule.

7.6.9 Changes to work schedules will not be permitted if such changes would require other employees in the work unit to change their schedules involuntarily. Whenever possible, employees involuntarily reassigned between work units will be permitted to retain the work schedule they had before the reassignment. An employee who

voluntarily changes work units will be required to choose a work schedule from among those available in the new work unit.

7.6.10 No employee will be forced to participate in the AWS Program. If an employee declines to do so, he or she will continue to work in his or her existing tour of duty.

7.6.11 Supervisors can direct an employee to work on his/her AWS day:

- (1) If the employee is notified at least 5 workdays in advance of the employee's scheduled AWS day (has been given sufficient notice of the work requirement), the supervisor can direct the employee to take another AWS day in that pay period or pay the employee overtime or compensatory time. The 5 workdays of notice begin the day the notice is given.
- (2) If the employee is notified less than 5 workdays in advance of the employee's scheduled AWS day, the employee will be given the choice to take another AWS day in that pay period or be paid overtime or compensatory time. The 5 workdays of notice begin the day the notice is given.
- (3) Employees at GS-13/14 and above will normally get compensatory time instead of overtime pay at the supervisor's discretion.

7.6.12 Supervisors may require employees on AWS to sign in and out.

7.6.13 Employees who take a day of leave are charged 9 hours on a 9-hour day and 8 hours on an 8-hour day.

7.6.14 If any of the following occurs on an AWS day, another day cannot be substituted for the AWS day:

- (1) agency closing due to hazardous weather/emergency conditions;
- (2) jury duty or witness service or any court related leave as defined in Article 23.8 of this Agreement;
- (3) religious days which are not Federal holidays; or
- (4) military leave other than at the beginning or end of military duty.

7.6.15 If a federal holiday falls and is actually observed on a workday (Monday through Friday) and the AWS day is the same day, then in every case the "in lieu of" holiday is the immediately preceding workday. If a federal holiday falls on a Sunday and is observed on a Monday and the AWS day is Monday, the "in lieu of" holiday is Tuesday. If the holiday falls on a Saturday and is observed on a Friday and the AWS day is Friday, the "in lieu of" holiday is Thursday.

7.6.16 New employees may sign up for AWS within 2 weeks after entry on duty. AWS starts with the first full pay period after signing up.

7.6.17 When an AWS employee attends training, four options are available:

- (1) the employee may return to work when the training is less than the scheduled workday (this is obviously not an option if the training is not local or travel time makes it impractical);
- (2) the employee may take leave for the remainder of each day;
- (3) the employee's AWS schedule may be suspended for the entire pay period in which the training occurs, that is, return to an 8 hour day/5 day week schedule; or
- (4) the employee may switch the AWS day and/or 8-hour day to another day in the pay period with supervisory approval.

7.6.18 An employee on AWS who is scheduled for military leave is required to temporarily change his/her tour of duty to a basic 40 hour work week. The temporary tour of duty will only be effective for the pay period in which the military leave is scheduled.

7.6.19 An employee may switch his/her AWS day to any other day in the pay period with supervisory approval.

7.6.20 Should the Agency at any time determine that AWS has an adverse impact, i.e., reduction in productivity, diminished level of services furnished to the public, or increases in operating costs, the Agency will notify the Union of its intent to terminate such existing AWS pursuant to 5 U.S.C. 6131. Such notice will include an explanation of the basis for the Agency's decision.

Article 8. Telework

8.1 Overview

The Agency supports and encourages Telework participation to the maximum extent possible for the efficient and effective accomplishment of the Agency's operations. Telework participation is evaluated case by case based upon sound operational needs and performance management principles.

8.2 Purpose

Telework adds offsite work as a resource facilitating the accomplishment of work and continuity of operations. Telework can enable managers to meet their program goals while, at the same time, allowing employees to be more flexible in scheduling their activities. Telework ensures the continuity of essential operations and functions in the event of local or national emergencies. Telework enhances work-life balance and employees who Telework are often more productive and generate better quality work. Telework also can be helpful in recruiting and retaining the best possible workforce, while simultaneously reducing traffic congestion, emissions, and infrastructure impact in urban areas, thereby improving the environment. The Union believes these goals are consistent with the Commission's role as an employer and as a leading regulator in the energy industry.

8.3 Scope

This Article establishes the terms and conditions under which the Commission's bargaining unit employees may participate in FERC's Telework Program. The provisions of FERC's Telework Policy apply to bargaining unit employees except where they conflict with provisions of this Article, in which case this Article prevails. As specifically mentioned in the Act, FERC management is responsible and accountable for ensuring that Teleworkers and non-Teleworkers are treated the same for purposes of performance management, training, rewards, reassignments, promotions, reductions in grade, retention, and removal of employees, work requirements and/or other acts involving managerial discretion.

8.4 Definitions

Telework: A work flexibility arrangement under which an employee performs the duties and responsibilities of such an employee's position, and other authorized activities, from an appropriate alternative worksite other than the location from which the employee would otherwise work.

8.4.1 Regular Telework: Telework that occurs on a regular and recurring basis.

8.4.2 Situational Telework: Telework that occurs on an ad-hoc basis.

8.4.3 Unscheduled Telework: An option for eligible employees to Telework, to the extent possible, when severe weather conditions or other circumstances disrupt commuting.

8.5 Eligibility

8.5.1 Eligibility and participation are separate decisions. Eligibility is determined by responses to a required web-based Telework Eligibility Certification Questionnaire

(TECO) and the completion of a web-based training program. Participation requires supervisor approval.

8.5.2 Eligibility requirements:

- a.) The employee must not be in a position that requires, on a daily, every work day, basis, direct handling of classified materials.
- b.) The employee must not be in a position that requires, on a daily, every work day, basis on-site activity or face-to-face personal contacts that cannot be handled remotely or at an alternate worksite (e.g., hands-on contact with machinery, equipment or vehicles).
- c.) The employee must not have been officially disciplined for being absent without leave (AWOL) for more than five (5) days in any calendar year.
- d.) The employee must not have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- e.) The employee must not have received a formal leave restriction within the twelve (12) months prior to his/her application to participate in Telework.
- f.) The employee must not have a documented attendance or leave abuse problem within the twelve (12) months prior to his/her application to participate in Telework.
- g.) The employee's most recent rating of record must be Fully Successful or better under the five-tier rating system.
- h.) The employee must certify that his/her alternative worksite provides the work environment, connectivity, technology, resource access, and security consistent with the work effort in which the employee is engaged.
- i.) The employee must have completed web-based mandatory Telework training.

8.6 Terms of Participation

8.6.1 Telework is Voluntary. Employee participation in Telework is voluntary. Pursuant to this Article, an eligible employee may:

- a.) Choose to Telework on a regular basis, situational basis, or both;
- b.) Decline to Telework; or
- c.) Choose to Telework only in the event of severe weather conditions or other circumstances when OPM/FEB or FERC management announces that employees have the option of Unscheduled Telework.

8.6.2 FERC encourages employees and supervisors to regularly discuss Telework possibilities within employees' workloads and work groups.

8.6.3 Telework Agreement. Eligible employees must have a Telework agreement in place to participate in Regular, Situational, and/or Unscheduled Telework.

- a) An eligible employee may request to enter a Telework agreement with their supervisor. Telework agreements are evaluated on a case by case

basis and are made effective by mutual agreement between the supervisor and employee.

- b) The Telework agreement must include the following protocols and may be customized by employee and supervisor by mutual agreement:
 - 1) Clear protocols for how the employee and supervisor will communicate with each other and with coworkers when the employee is Teleworking.
 - 2) Clear protocols on how employees may be recalled from scheduled Telework at an alternative worksite to go to his/her Official worksite on short notice.
 - 3) Clear protocols for scheduling Situational Telework.
- c) The employee may seek guidance from the Union before entering into a Telework Agreement.
- d) If mutual agreement on the terms for a Telework agreement cannot be reached within 10 business days of an employee request, the employee may use the Telework Dispute Resolution procedure under section 8 of this Article.
- e) Telework agreements and schedules may be amended at any time by mutual consent.

8.6.4 Telework Frequency

- a.) An eligible employee may be approved for Regular Telework for up to three (3) days per pay period. An eligible employee may be approved for more days should the Agency subsequently expand its Regular Telework policy.
- b.) Nothing in this agreement shall be interpreted to limit the number of days an employee may be approved to Telework on a situational basis.

8.6.5 Employee Telework Responsibilities

- a.) An employee working at an alternative worksite agrees to use duty time only for the performance of official duties. While working at the alternative worksite, the employee will keep his/her supervisor (and team leaders) apprised of times when he/she may be unavailable (e.g., lunch) but such periods of unavailability may never exceed two (2) hours without prior supervisory approval.
- b.) An employee will take leave when he/she performs non-official duties during his/her official duty hours.
- c.) An employee must notify his/her supervisor of any changes in Telework eligibility.
- d.) An employee with duties identified as mission critical under COOP must maintain contact with his/her supervisor during any office closure or emergency.

8.6.6 Supervisor Telework Responsibilities

Each supervisor is responsible and accountable for ensuring that Teleworkers and Non-Teleworkers are treated the same for purposes of:

- a.) Distribution of assignments among all employees in the work unit;
- b.) Use of appropriate work tracking and communication tools;
- c.) Periodic appraisals of job performance;
- d.) Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and
- e.) Work requirements and other acts involving managerial discretion.

8.6.7 Telework Termination

- a.) An employee may terminate his/her Telework participation at any time.
- b.) Normally, employees will not be removed from Telework participation for minor infraction(s) of Telework Program requirements.
- c.) If an employee is terminated from participation in Telework, nothing in this agreement prohibits the employee from reapplying for Telework.

8.7 Official Worksite Announcements

8.7.1 When OPM/FEB or FERC announce that an employee's official worksite is open but employees may stay home, arrive late, or leave early, eligible employees have the following options:

- a.) Telework if scheduled to Telework;
- b.) request Unscheduled Telework;
- c.) request Unscheduled leave (annual, sick, or comp time off);
- d.) request to use their AWS day off; or
- e.) request leave without pay.

8.7.2 If an eligible employee chooses Unscheduled Telework, the following protocol must be followed:

- a.) notify the supervisor of his/her intent to use Unscheduled Telework no later than thirty (30) minutes after the employee's or his/her supervisor's start time, and
- b.) indicate the work that he/she plans to perform or complete.

8.7.3 Employees scheduled to Telework on days when the employee's official worksite is closed must Telework or may take appropriate leave unless the employee is unable to perform his/her duties because of the worksite closure (in which case, the employee will be granted administrative leave).

8.8 Telework Dispute Resolution Process

This section replaces Article 18 for all disputes pertaining to Telework except where the dispute involves an allegation of discrimination which will be covered by Article 19.

8.8.1 Step 1. When a Telework dispute arises, the Commission's Telework Managing Officer (TMO) or designee shall confer with the Union President or designee about the dispute. Every effort will be made by the Agency and the Union to resolve disputes at the lowest level possible. By consulting with the supervisor(s) and employee(s), together they shall ascertain the underlying facts and attempt to resolve the dispute within five (5) business days.

8.8.2 Step 2. If no satisfactory resolution is reached after five (5) business days in Step 1, and the employee desires further consideration, a written grievance should be submitted to the Office Director or designee. Such request must be made within ten (10) business days after Step 1 is concluded. A decision will be rendered by the Office Director within ten (10) business days.

8.8.3 Step 3. If the grievance is not satisfactorily settled at Step 2, the Union may refer the matter to Arbitration within thirty (30) calendar days of the Office Director's written decision in accordance with the provisions of LMA Article 20. If the due date of the arbitration request falls on a non-work day, the arbitration request is due on the next business day.

8.9 Information Availability to Employees and Union

8.9.1 The Union will be copied on the annual report from the FERC Deputy Chief Human Capital Officer to the Chair and Vice Chair of the Chief Human Capital Officers Council on Commission management efforts to promote Telework as dictated by the Telework Enhancement Act of 2010. Furthermore, on a quarterly basis, the Union will be provided data, broken down to the branch level, with:

- a) Total number of employees
- b) Number and percent of employees who are eligible to Telework
- c) Number and percent of eligible employee who are Teleworking
 - 1) 3 or more days per pay period
 - 2) 1 or 2 days per pay period
 - 3) Once per month
 - 4) On an occasional episodic or short term basis

8.9.2 Employees in each division of each office will have real-time access to Telework schedules of every employee in their division for planning purposes and transparency.

8.9.3 The Union will be provided a copy of disapproved Telework Agreements for bargaining unit employees within five (5) business days of the disapproval.

8.10 Telework as a Reasonable Accommodation

Eligible employees may request Telework as a reasonable accommodation under the Commission's Reasonable Accommodation Policy.

8.11 Agency Provision of Equipment for Teleworkers

Nothing in this Article requires or prohibits the Commission from providing equipment or services to employees to facilitate their ability to Telework.

8.12 Mid-term Negotiations

If the Union and the Agency mutually agree that changes to this Article are necessary or desirable, the parties may engage in negotiations commencing no earlier than six months after this Article is made effective.

Article 9. Overtime

9.1 Performance and Compensation for Overtime Work

The Agency may require overtime work. Employees shall be compensated for overtime work in accordance with applicable laws, regulations and FERC Directives. Overtime must normally be approved in advance of working. Fifteen (15) minutes is the minimum period of overtime that can be authorized. Hours of pay are computed differently for exempt and nonexempt employees. Leave Without Pay and Absence Without Leave are not considered employment hours in the computation of overtime.

Exempt: Employees who are exempt under the Fair Labor Standards Act (FLSA) of 1938, as amended, 29 U.S.C. 201 through 219, receive overtime pay based on hours of work in excess of the regularly scheduled workday or workweek.

Nonexempt: Employees who are nonexempt under the FLSA receive overtime pay based on hours of work in excess of their daily or weekly regular work schedule.

The determinations of which employees are covered by the FLSA are based on the nature of the work which they perform in accordance with the Office of Personnel Management guidelines. An employee may call the Division of Human Resources for the purpose of ascertaining his/her status under FLSA.

9.2 Distribution of Overtime Work

A rotational system will be established whereby each and every qualified employee within a Section/Branch (or organizational unit) will be given the opportunity to participate in overtime work assignments on an equitable basis insofar as the requirements of the Agency will permit.

9.2.1 The supervisor of each Section/Branch (or organizational unit) shall establish and maintain a list for the assignment of overtime work based on the Seniority of the employees under his/her supervision. For the purposes of this article only, "Seniority" shall be defined as the length of the employee's Federal Service.

9.2.2 The Seniority list established by subsection 9.2.1, above, shall be used, on a rotational basis, for the assignment of overtime work to qualified employees. Suitable records of overtime offered, refused, and/or worked, must be maintained by supervisory employees of each Section/Branch (or organizational unit). An overtime roster shall be maintained by each supervisor.

9.2.3 Overtime work shall not be assigned to employees as a reward or penalty. Any complaint or disagreement on the assignment and distribution of overtime shall be processed in accordance with Article 18, Grievance Procedure.

9.2.4 The Employer will make available to the Union, upon request, current records of overtime assignments where overtime pay and/or compensatory time were granted to employees in accordance with any restrictions thereto contained in applicable laws and regulations.

9.3 Notice of Overtime Work

In the assignment of overtime within the basic work week, the Employer agrees to provide the employee with reasonable advance notice. Any employee designated to work overtime on days outside the basic work week will be notified no later than the last day of the basic work week. When overtime is to be performed on a holiday, notice will be given no later than the last preceding work day.

9.4 Consistency of Duties

Employees assigned to work overtime will not normally be expected to perform duties inconsistent with their official position description.

9.5 Training or Detail Impact on Overtime Assignments

Employees either in training or on detail shall be considered for overtime assignments in their respective organizational units.

9.6 Pay Guarantees

Employees called in to work outside of and unconnected with their basic work week shall be guaranteed at least two (2) hours of pay. All overtime requested of employees before leaving their regular tour of duty will be guaranteed at least one (1) hour in duration, and immediately excused upon completion of the task they were called in to perform.

9.7 Employee Leave History

An employee's past use of leave will not be a factor in considering and scheduling that employee for overtime. However, the employee's use of leave during the effective pay period may affect the rate at which the employee is paid, under appropriate Federal regulations.

9.8 Compensatory Time

Compensatory time off in lieu of overtime pay is always at the discretion of the supervisor. Normally employees at grade GS-13 and above will be given compensatory time off instead of overtime pay. Exempt employees at grade GS-12 and below will normally receive overtime pay. Nonexempt employees must receive overtime pay unless they request and are approved for compensatory time off.

9.9 Compensatory Time or Overtime Pay for Travel in Non-Duty Status

Compensatory Time or Overtime Pay is generally not paid for travel to a duty station or back from such a duty station during off-duty hours. The rules used to determine hours of work for travel in a non-duty status are contained in 5 CFR Section 550.112(g) for General Schedule employees who are covered by the FLSA and employees who are exempt from the FLSA (29 U.S.C. Sections 201 through 219) but covered by the overtime pay provisions of title 5, United States Code.

Article 10. Health, Safety, and Security

10.1 Safe and Healthy Work Environment

The Employer agrees to take action to provide employees with a safe and healthful work station space in accordance with the established guidelines of the General Services Administration, as applied to their duties and functions within the organization. This includes an acceptable, according to Federal Regulations, noise level; available conference rooms; adequate fire and disaster plan; adequate furniture, equipment, and supplies; sanitary restroom and toilet facilities within reasonable proximity to the work area. Heat and humidity will be regulated so as to provide an environment not detrimental to the employees' health, and consistent with special operating requirements. A central supply service will be maintained. Information on delivery service for large orders and clear guidelines as to routine requesting procedures will be provided.

10.2 Compensation for Claims

The appropriate management official will act upon all requests for compensation by employees in the bargaining unit, under the Military Personnel and Civilian Employees Claims Act of 1964 (31 U.S.C. 240-243), as implemented by appropriate FERC Regulations.

10.3 Bicycle Rack

The Employer agrees to provide a bicycle rack in a safe, secure area at 888 First Street.

10.4 Routine and Emergency Health Services

The Employer will participate in the Federal Employee Occupational Health Program and will provide access to a health unit. The following services will be provided at no expenses to the employee:

10.4.1 Immunizations that are made available by the Public Health Service.

10.4.2 Where an agreement exists with the U.S. Public Health Service, any employee who desires a physical examination at no cost should submit a request to the appropriate Personnel Officer. Employees 40 and over will be scheduled for this examination by the Employer within the limitations of the number of persons who can be examined by the Public Health Service Unit. Where no agreement exists, the Employer will endeavor to reach such an agreement.

10.4.3 Visual Screening

10.4.4 Emergency service during work hours.

10.4.5 Comprehensive health information programs such as screening programs of the Public Health Service and programs of national health agencies.

10.4.6 The Employer will arrange transportation for an employee incapacitated due to illness or accident on the job.

10.5 Meetings with FERC Security and Safety Officer

The FERC Security and Safety Officer will meet and discuss with the duly appointed Union representative(s) on matters of employee health and safety as needed. The Union President or designee may indicate to the FERC Security and Safety Officer a desire for such meetings.

10.6 Reporting of Unsafe Conditions

Employees are responsible for reporting hazardous or unsafe working conditions to their immediate supervisor, who will take immediate action to have such hazardous or unsafe working conditions corrected. The FERC Security and Safety staff should also be immediately contacted by the employee.

10.7 Direct or Immediate Danger

Whenever individual employee(s) are in direct and immediate danger, they should take steps to remove themselves from the direct and immediate danger and contact their supervisor as soon as practical for advice and guidance. In cases of social disputes or civil disorders in or around the building, immediate supervisors will contact the FERC Security and Safety Officer for a determination of what action to take. The supervisor will then direct all employees.

10.8 Reimbursement for Taxi Fares

Reimbursement for the usual taxicab fares for travel between office and home may be authorized or approved incident to the conduct of official business at an employee's designated post of duty when (1) the employee is dependent on public transportation incident to officially ordered work outside the regular working hours and (2) when travel occurs during hours of infrequently scheduled public transportation or darkness. Circumstances in 41 CFR, Chapter 301 must be met.

10.9 Smoke-Free Workplace

10.9.1 The purpose of a smoke-free workplace is to create and maintain a healthier work environment free of airborne contaminants related to tobacco products.

10.9.2 Smoking is prohibited in all FERC controlled space including private offices, shared offices, general office space, parking garage, hearing rooms, FERC controlled government vehicles, Day Care Center, and the Fitness Center. Smoking will be permitted in designated smoking areas posted outside the building.

10.9.3 Smokers and nonsmokers will be allowed break times as specified in Article 7, Work Hours and Schedules, which do not interfere with operational or workload demands.

10.9.4 FERC will periodically offer smoking cessation programs at no cost to employees. Management will not pressure employees to stop smoking or participate in smoking cessation programs. Employees wishing to participate in a smoking cessation program may participate on official time, subject to operational requirements. In the event that an employee is prevented from completing the smoking cessation program due to a management-directed work assignment, the employee may repeat the program or segments of the program.

Article 11. Performance

11.1 Performance Elements and Standards

Performance elements and standards are established in accordance with the provisions provided for in the FERC Performance Management Handbook (Handbook). Performance elements for bargaining unit employees must be consistent with the duties and responsibilities contained in properly classified position descriptions.

11.2 Changes to Elements and Standards

Performance elements and standards must be approved by a higher level supervisor above the immediate supervisor and shall be communicated in writing to the employee. Should generic performance elements and standards be developed for a group of bargaining unit employees, the Union will be provided an advance copy of the changes for comment. The Union will also be provided the opportunity to comment on individual, non-generic performance elements and standards at the employee's request. Performance standards must have at least one critical element.

11.3 Notification of Changes to Elements and Standards

Employees will be notified of any proposed changes in performance standards or critical elements prior to their implementation. Changes in performance standards or critical elements must be approved by a higher level supervisor and communicated to the employee in writing.

11.4 Management Responsibilities

The FERC performance appraisal system shall be conducted in accordance with the terms of this Article and the Handbook.

11.5 Appraisal Due Date and Informal Discussions

All appraisals will be conducted and completed, to the maximum extent feasible, within 30 days of the end of the Office designated rating period. Any delays in issuing the ratings during the 30 day time period should be communicated to employees, in writing, with a reestablished deadline for issuing the ratings. Since performance evaluation is a day-to-day process, in order to assist bargaining unit employees to improve performance to the level required, informal discussions of performance should be held at frequent intervals, and particularly at the time performance standards are reviewed and progress reviews are conducted. Appraisal period reviews and Performance Appraisal documentation are to be conducted in accordance with the details and guidance in the Performance Management Handbook.

11.6 Formal Appraisal Process and Requirements

11.6.1 Performance appraisals shall be in writing and completed by the immediate supervisor. A formal appraisal is postponed until the employee has served at least 90 days in the position under the same supervisor or until 90 days have elapsed since the previous appraisal. A supervisor who vacates a position must complete an appraisal for subordinates when the annual appraisals are due within the next 90 days.

11.6.2 During the third (optional) progress review as outlined in the Performance Management Handbook, which can be initiated at either the supervisor's or employee's request during the 60 days preceding the issuance of the rating of record, overall accomplishments and performance may be discussed together with other performance-related issues the employee wishes to raise before the rating of record is prepared by the supervisor. The employee may submit comments to the reviewing official for consideration before the rating of record is issued.

The rating official (usually the immediate supervisor) and reviewing official will discuss the employee's performance and reach a consensus on the rating of record. Should a consensus not be reached, the reviewing official makes the decision on the employee's rating of record and documents the performance-based reasons for the rating of record in the performance appraisal document.

A rating of record is established when the reviewing official signs the rating. The rating official will discuss the rating of record with the employee. The employee may discuss the rating of record with the reviewing official upon the employee's request.

11.6.3 Employees can attach comments to their rating of record up to five (5) business days after receipt of the final rating of record. Both rating of record and employee comments will be included in the employee's Employee Performance File. No documents shall be placed in the Employee Performance File unless the employee has had an opportunity to review the document beforehand.

11.7 Performance Plan and Appraisal for Detailees or Temporarily Promoted Employees

Employees who are detailed or temporarily promoted for 120 days or more shall be issued a performance plan within 30 days of the beginning of the detail or temporary promotion to the maximum extent feasible and issued an appraisal at the end of the detail or temporary promotion by the supervisor of the position to which the employee is detailed or temporarily promoted.

11.8 Automatic Successful Rating

An entry rating of "Fully Successful" is presumed for new appointees and persons reduced in grade or promoted to a new position. When an employee is promoted or reduced in grade due to a change in position classification standards or error in classification "Outstanding" and "Highly Successful" ratings shall remain in effect until a subsequent rating is issued.

11.9 Performance Levels

Performance on each performance element, including those designated as critical, is appraised against the standards previously established for that element in accordance with this Article as unacceptable, minimally successful, fully successful, highly successful, or outstanding. When an employee's performance of a specific performance element in some way exceeds the fully successful standard but does not meet the outstanding standard in every respect, the appropriate appraisal category for the performance element is highly successful.

Although there are five possible levels of appraisal, performance standards need to be set for only three of the five levels where practicable: minimally successful, fully successful, and outstanding. A written standard at the highly successful level is optional. It is not necessary

to set standards for the unacceptable level. Performance standards for at least one, and preferably more, performance elements must be described at the outstanding level in order to grant an overall appraisal rating of outstanding or highly successful.

Appraisals of performance by supervisors will be fair and reasonable and will make allowances for factors beyond the control of the employee. Employees must inform their supervisors as soon as practicable of any factors beyond their control. For specific information and procedures on performance elements, standards, and preparing performance appraisals, please refer to the Handbook.

The numerical rating assigned to each performance element and overall summary rating is located on the performance appraisal form (see the Performance Management Handbook).

11.10 Performance Appraisal Usage

The results of performance appraisals shall serve as the basis for training, reassigning, promoting, recognizing, granting or denying within grade increases, reducing in grade, retaining, and removing employees.

11.11 Grievances on Performance Appraisal Ratings

Except as provided in Sections 11.12 and 11.15 of this Article, employees may challenge a performance appraisal rating within twenty (20) calendar days of the effective date of the appraisal in accordance with the provisions of Article 18 of this agreement. If the due date of the grievance falls on a non-work day, the grievance is due on the next business day. The Union may initiate a grievance on any matter involving performance appraisals of an employee in accordance with this Agreement.

11.12 Proposed Performance-Related Adverse Actions

All employees whose reduction in grade or removal is proposed for an unacceptable performance rating are entitled to:

- 11.12.1** 30 days' advance written notice of the proposed action which identifies
 - (a)** specific instances of unacceptable performance by the employee on which the proposed action is based; and
 - (b)** the critical elements of the employee's position involved in each instance of unacceptable performance.
- 11.12.2** Be represented by an attorney or other representative.
- 11.12.3** A reasonable time but not less than 15 calendar days to answer orally and in writing; and
- 11.12.4** A written decision which -
 - (a)** in the case of a reduction in grade or removal under this section, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based, and

- (b) unless proposed by the head of the agency, has been concurred in by an employee who is in a higher position than the employee who posed the action.

11.12.5 This section does not apply to -

- (a) the reduction in grade or removal of an employee in the competitive service who is serving a probationary or trial period under an initial appointment or who has not completed one year of current continuous employment under other than a temporary appointment limited to one year or less; or
- (b) the reduction in grade or removal of an employee in the excepted service who has not completed one year of current continuous employment in the same or similar positions.

11.13 Final Decision on Performance-Related Adverse Actions

Decisions to retain, reduce in grade, or remove an employee pursuant to the provisions of Section 11.12 of this Article -

11.13.1 shall be made within 30 days after the date of expiration of the notice period, and

11.13.2 in the case of a reduction in grade or removal, may be based only on those instances of unacceptable performance by the employee –

- (a) which occurred during the one-year period ending on the date of the notice under Section 11.12 of this Article in connection with the decision; and
- (b) for which the notice and other requirements of Section 11.12 are complied with.

11.14 Removal of Personnel Documents on Employee's Performance

If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be minimally successful for one year from the date of the advance written notice provided under Section 11.12 of this Article, any entry or other notation of the unacceptable performance for which the action was proposed under this section shall be removed from any agency record relating to the employee.

11.15 Grievances or MSPB Appeals on Reductions in Grade or Removal Actions Based on Performance

Any employee, who is preference eligible or is in the competitive service and who has been reduced in grade or removed pursuant to the provisions of Sections 11.12 and 11.13 of this Article shall be entitled to appeal the decision either by filing a grievance in accordance with Article 18 of this Agreement, to the next higher level of supervision above that at which the decision was rendered; or by filing a written appeal to the Merit Systems Protections Board after receipt of the decision but not later than twenty (20) calendar days after the action has been effected, but not both.

This section does not apply to -

11.15.1 the reduction in grade or removal of an employee in the competitive service who is serving a probationary or trial period under an initial appointment or who has not completed one year of current continuous employment under other than a temporary appointment limited to one year or less, or

11.15.2 the reduction in grade or removal of an employee in the excepted service who has not completed one year of current continuous employment in the same or similar positions.

11.16 Arbitrations

The decision of the agency regarding performance issues shall be sustained by an impartial arbitrator reviewing grievances filed by employees pursuant to Section 11.15 of this Article when the action is supported by substantial evidence.

11.17 Reopener

A reopener agreement between the Union and management allows management the opportunity to introduce changes to this article at a later date based on changes in the Office of Personnel Management's regulations on performance management.

Article 12. Career Development and Training

12.1 Training Opportunities

The Employer and the Union agree that the training, development, and continuous learning of employees within the unit is a matter of significant importance. The Employer will, as funds permit, make available to all employees the training and developmental opportunities the Employer deems necessary for the performance of the employee's presently assigned duties or proposed duties and provide training to meet career goals that are mission-related.

12.2 Self-Development

12.2.1 Employee Responsibility- The Employer and the Union recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his or her potential through self-development and training.

12.2.2 Identification of Training- The Employer and the Union agree to encourage employees to take advantage of training and educational and developmental opportunities which will add to skills and qualifications needed to increase their efficiency and effectiveness in the performance of their duties and those needed for advancement. Identification of required training shall be a continuing and joint responsibility of the supervisor and the employee. The employee and the supervisor may seek advice from the Division of Organizational Management.

12.2.3 Individual Development Plans (IDPs)- The Employer and the Union agree to encourage the use of IDPs that include employee short and long term learning objectives and an action plan for achieving learning objectives.

12.3 Equal Employment Opportunity through Training

In providing training and career development, the Employer will take into consideration the need to maintain a balanced workforce in which women, racial and ethnic minorities, and employees with disabilities, as defined under the Rehabilitation Act of 1973, as amended, are appropriately represented in the Agency. It shall be a major goal of training and career development to improve the status of women, minorities, and the disabled, in order to fulfill the goals stated in Article 6, Equal Employment Opportunity.

12.4 Off-the-Job Training

The Employer agrees to provide off-the-job training for unit employees in accordance with applicable Office of Personnel Management and Agency regulations. It shall be the goal of the Employer to provide value-added training for the maintenance of the employee's assigned job requirements and to develop future knowledge and skills to meet organizational goals and objectives. The employee will be accorded official time off to attend training sessions in accordance with applicable regulations. Such training will be selected in accordance with the Employer's goal of developing a well-trained workforce and the employee's career interest.

12.5 Responsibility of Division of Organizational Management

The Division of Organizational Management will be responsible for providing counseling, scheduling training, assisting the supervisor and employee, and providing easy access to training and educational resources.

12.6 On-the-Job Training

12.6.1 The Employer and the Union agree that on-the-job training and employee development and continuous learning will improve efficiency and effectiveness in the Agency.

- (A) the Employer will systematically review the organizational, occupational, and individual needs for training on a regular basis.
- (B) the Employer is expected to actively participate in the training needs assessment (e.g., surveys, interviews, focus groups, etc..) and to plan, program, and budget for a realistic and viable training program.

12.6.2 To effectuate this policy, the Employer will develop a training program that will include the following subjects and provisions:

- (A) Regularly scheduled orientation sessions for new employees.
- (B) On-the-job and other training to improve the employees' capabilities to do their current job.
- (C) Cross training and rotational assignments when the employees and the supervisors desire to have such exchange, to the extent possible.
- (D) Centrally-funded on-site courses to make effective use of training resources by providing a menu of varied training opportunities to satisfy agency-wide training and development needs.

12.6.3 The Employer, to the maximum extent feasible, will evaluate all training. After completing any Government funded training, the employee should complete, in a timely manner, a training evaluation.

12.7 Training Information

Since employee participation depends on access to information concerning training opportunities, the Employer assures that information on training opportunities will be disseminated to all FERC organizational units. Catalogues relating to current training courses being offered by other government agencies and educational institutions will be maintained in the Division of Organizational Management.

12.8 Training Notification

Employees will be notified of their selection or non-selection for training courses. In cases of non-selection, and upon the employee's request, the immediate supervisor will outline the reasons to the employee.

12.9 Training Information to Union

The Employer will furnish to the Union, upon written request (e-mail or memo), the annual training plan and the Annual Report on training activities, which will include at a minimum data on course type, course title, training location, cost and hours, status, duration and overall training expenditures.

Article 13. Position Classification

13.1 Authority for and Changes in Classification

The position classification program of the FERC shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher authority in accordance with 5 CFR Part 511 on Classification Under the General Schedule. It is agreed that the immediate supervisor is the appropriate management official in regard to discussions of proposed changes in position descriptions with employees concerned. In the normal management process of conducting desk audits, supervisory reviews, and classification studies or surveys, the employee involved and a Position Classification Specialist will be present at desk audits or similar discussions. Policies, practices, and matters relating to the classification of any position are not conditions of employment as defined by 5 USC 7103(a)(14). Issues related to classification are outside of the scope of, and are not covered by, the grievance and arbitration procedures of this Agreement. For appealing classification decisions, see Section 13.2 of this Article.

13.2 Formal Appeal of Classification Decision

Each employee who is dissatisfied with the classification of his or her position has the right to discuss the matter with the immediate supervisor or next higher level of supervision and, if still dissatisfied, to meet with a Position Classification Specialist in the Division of Human Resources. Following this meeting, if the employee remains dissatisfied with the position's classification, the employee will be advised of the classification appeal rights by the immediate supervisor and be furnished a copy of the procedure on position classification which describes the appeal procedures. At the time an employee files a formal appeal, the employee may be represented by a designated representative, if so desired. Appeals of classification decisions are made pursuant to 5 C.F.R. Part 511.

13.3 Equal Pay for Equal Work

The Employer and the Union agree that equal pay for equal work will be applied to all position classifications.

Article 14. Merit Promotion

14.1 Purpose

This Article sets forth the procedures for filling competitive service positions when recruiting from within the agency or Federal Government with the best qualified candidates available, on the basis of merit and fitness, under systematic and equitable procedures, without discrimination on the basis of race, color, religion, sex, national origin, age, marital status, lawful political or group affiliation, physical handicap, or other non-merit factors, and to attract and retain employees of the highest caliber, using the skills and talents of employees to the maximum extent possible, affording all employees opportunities for development and advancement, and achieving and maintaining the highest level of work performance.

This Article neither implies nor guarantees promotion or selection; however, it is intended to ensure that all qualified applicants receive fair consideration for covered positions filled under competitive procedures.

14.2 Scope

This Article governs the filling of all of FERC's competitive service positions in the bargaining unit at grades GS-15 and below when recruiting from within the agency or entire Federal government.

14.3 Management Discretion

Management has the discretion to decide which method or methods will be used to fill a vacancy. Management may fill a vacancy by promotion, demotion, non-competitive conversion, reassignment, transfer, reinstatement, or appointment from a Delegated Examining Unit (DEU) vacancy or from another appropriate source of applicants. Management has a right to select or not select a candidate from any of the methods used.

14.4 Covered Actions

Unless listed as an exception in Section 14.5 Exceptions to Covered Actions, competitive procedures apply to all of the following actions in the competitive service.

Promotions to positions through GS-15;

Reassignment, transfer or demotion to a position with more promotion potential than the highest position held on a permanent basis in the competitive service (except as permitted by reduction-in-force regulations);

Transfer to a higher grade position or one with more promotion potential than a position previously held on a permanent basis in the competitive service;

Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service;

Details of more than 120 days to a higher graded position or to a position with known promotion potential. Prior service during the preceding 12 months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the 120 day total;

Temporary promotions lasting more than or expected to last more than 120 calendar days. Prior service during the preceding 12 months on all noncompetitive details to higher graded positions or those with higher promotion potential counts toward the 120-day total. A temporary promotion may be extended or made permanent without further competition provided the original promotion was made under competitive procedures and the fact that it might be extended or lead to a permanent promotion was specified in the original announcement;

Selection for training, which is part of an authorized training agreement, part of a promotion program, or required before an employee can be considered for a promotion; and

Term promotions.

14.5 Exceptions To Covered Actions

The following actions are not covered by this Article:

Reinstatements, transfers or promotions of an employee up to the highest grade held on a permanent basis under a career or career conditional appointment, from which an employee was separated or demoted for other than performance or conduct reasons.

Position change permitted by reduction-in-force regulations.

Promotion resulting from the upgrading of a position without significant change in duties and responsibilities due to issuance of a new classification standard or the correction of a classification error.

Successive career promotions (ie., career ladder promotions) to the full performance level when, at an earlier stage, the employee was selected from the U.S. Office of Personnel Management (OPM) or FERC Delegated Examining Unit certificate, by direct hire, or was selected under competitive promotion procedures for a trainee or developmental position intended to prepare the employee for a full performance level position at a higher grade level. The opportunity for further promotion must be made a matter of record.

A career promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities.

Position change within the FERC from one position to another position having no higher promotion potential.

Temporary promotion or detail to a higher grade position or one with higher promotion potential for 120 calendar days or less.

Conversion to permanent promotion or reassignment from a temporary promotion or a detail if (a) the detail or temporary promotion was made initially under competitive procedures; and (b) the fact that it might lead to a permanent promotion or reassignment was stated in the vacancy announcement.

Career ladder promotion following noncompetitive conversion of an individual initially hired under one of the special appointing authorities in Schedule A or Schedule B of the excepted service (e.g. Student Career Experience Program, Veterans Readjustment Appointment, certain types of Handicapped appointments, Presidential Management Fellows Program) which provides for noncompetitive conversion to career or career-conditional status and in accordance with OPM regulations.

Consideration of a candidate not given proper consideration in a prior competitive promotion action. This will be given one time to a similar position at the same grade level and with equivalent promotion potential to the position for which the employee was not given proper consideration.

Permanent term promotions when the original term promotion was made under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates.

Promotion of employees noncompetitively appointed to career or career-conditional positions under one of the special provisions in Title 5 CFR Part 315 Subpart F, when the full performance level of the job is clearly documented at the time of the initial appointment.

14.6 Area of Consideration

For each vacancy, the area of consideration will be determined by the respective supervisor/manager with the advice of the HR Specialist and will identify where the search is being conducted to attract eligible candidates. If the initial area of consideration fails to provide an adequate number of qualified candidates, the respective supervisor/manager may request that the area be expanded and re-advertise the vacancy.

The area of consideration will be listed in the vacancy announcement. There are two options for area of consideration: FERC-wide or Federal Government wide.

Relocation expenses will only be authorized if indicated on the vacancy announcement.

Candidates may be selected from other noncompetitive sources at any point in the recruitment process. For example, a selection may be made under delegated examining procedures, through an OPM certificate, or under a special appointing authority. These candidates are referred separately.

14.7 Required Consideration

The selecting official must give priority consideration to the following qualified individuals:

An individual eligible under reduction in force regulations because of separation, change to lower grade or reassignment through no fault of his or her own (e.g. ICTAP/CTAP). These individuals include FERC surplus employees, those on the

Reemployment Priority List, as well as other displaced employees. To receive priority consideration, employees must meet applicable requirements outlined in 5 CFR 330.

Priority consideration is extended to an applicant who did not receive proper consideration for a previous competitive promotion action due to a procedural error and/or regulatory or promotion program violation, and who has not been promoted in the interim. In these cases, the employee is entitled to one bona fide consideration for an appropriate vacancy for which the employee is qualified before other qualified candidates may be considered.

An appropriate vacancy is the next promotion opportunity for which the priority candidate meets or exceeds all qualification requirements and is at the same grade level (and with the same promotion potential), is the same type of position, and is in the same area of consideration as the position for which the employee was originally not given proper consideration.

An absent qualified employee with restoration or reemployment rights (e.g. absent or on extended service in the military, serving in an international organization or on an Intergovernmental Personnel Act (IPA) assignment, or due to a compensable injury which does not exceed 1 year).

Under any of the circumstances above, the applicant receives priority consideration only. The applicant is not entitled to the position.

14.8 Job Opportunity Announcements

Competitive promotion opportunities will be publicized through a job opportunity announcement (JOA). The JOA will be disseminated so that adequate public notice is given to potential applicants. All JOA will be posted electronically on FERC's websites and OPM's electronic job board, www.USAJobs.com.

The Agency will notify the Union electronically, via email of the posting of a job opportunity announcement (JOA), by addressing it to 'Union Notification' in Microsoft Outlook.

The posting period for the JOA will be a minimum of 10 calendar days and must open and close on a workday.

If the JOA has been posted and significant information is later found to have been omitted or in error, an amended announcement will be posted citing the change and whether or not the original applicants must reapply in order to be considered. Should a JOA fail to produce a reasonable number of qualified candidates, the closing date may be extended by amending the original announcement. An announcement may be cancelled by notifying all applicants that applied for the position.

The JOA will contain, at a minimum, the following pertinent information:

- Announcement number
- Opening and closing dates
- Number of positions expected to be filled
- Position title, series, grade
- Issuing office & division

- A description of what the office does
- Organization location
- Duty station
- Area of consideration (who may be considered)
- Summary of the duties
- Qualifications required (including any selective placement factor, specialized experience and/or educational requirements as appropriate)
- Promotion potential
- Applicant assessment questions
- Evaluation methods to be used (i.e., how applications will be scored)
- Bargaining unit status
- Equal Employment Opportunity Statement
- Instructions for applying

14.9 Evaluation Criteria

Job Analysis. Jobs will be analyzed to identify those characteristics needed by employees to perform the major duties. The analysis, conducted by the human resources specialist and the selecting official or his/her designee, will include an identification of the knowledge, skills and abilities (KSA) or competencies needed to perform the duties of the position, the importance of the KSAs or competencies and the frequency at which the KSAs/competencies are performed. The job analysis will be the basis for the self-assessment questionnaire.

14.10 Evaluation Process

Applications: Applications will only be accepted through the USAJobs Web site. The preferred method of Application will be through the resume builder on USAJobs. Resumes may also be uploaded into USAJobs along with supporting documentation (e.g. SF-50 showing eligibility, transcripts, DD-214, etc). All applications and required documentation as outlined in the vacancy announcement must be submitted prior to the closing of the announcement, which is 11:59 p.m. EST of the closing date. Applications and the supporting documentation required in the vacancy announcement will not be accepted after the closing date. If an applicant is having difficulty in submitting the application, he or she must contact the Human Resources Specialists listed in the announcement three working days prior to the close of the announcement for assistance. Applicants unable to submit their application in USAJobs due to an undue hardship will be reviewed on a case-by-case basis.

Incomplete Applications. Supporting documentation required in the vacancy announcement must be submitted with the application by the closing date of the announcement. If the supporting documentation required in the announcement, (e.g. SF-50 showing eligibility, transcripts, required certifications, etc.) are not received by the closing of the announcement, the application will be considered incomplete and the applicant will not receive further consideration. If an applicant is claiming Veteran's Preference, the applicant must submit the supporting documents, (e.g. DD-214, SF-15, VA letter, etc) prior to the closing of the announcement. If the applicant does not submit the documents to support the preference prior to the closing of the announcement, the applicant will not receive the preference.

Eligibility Determination. Applicant's experience, education and training will be evaluated to determine if they meet the minimum qualification requirements for the position, as defined by the Office of Personnel Management (OPM) Qualification Standards for General Schedule Positions, specialized experience as determined appropriate for the position, any selective

placement factors, applicable time-in-grade requirements and competitive status, if required. Applicants meeting all minimum qualification requirements for the position will be considered qualified and may be further evaluated to determine the extent to which they possess the KSAs/competencies needed to succeed in the position being filled.

Automated Rating. FERC's automated system, Smart Hire will use a predefined, weighted, self assessment questionnaire. The questions are based on the KSAs/competencies required of the position. All questions and their associated weights are established prior to posting the announcement.

Manual Ranking. The Chief, Staffing and Classification Branch must approve the use of manual ranking. When a manual ranking process is done, the selecting official may choose to have qualified candidates evaluated and ranked by a ranking official or a ranking panel (also known as subject matter experts). The designated ranking officials must have subject matter familiarity with the position being filled and must be at or above the grade level of the vacant position. Designated ranking officials should be carefully selected and trained in their responsibilities and in the merit promotion process so that evaluations by different raters will be comparable and consistent. The designated official may not be the selecting official, an applicant or a relative to any of the applicants for the position. The HR Specialist will serve as an advisor to answer any questions, ensure that all procedures are followed and, if a panel is used, reconvene the panel when there are significant variations in panel scores. When a panel is reconvened, it is to revalidate ratings or clarify any misunderstandings. No panel member is obligated to change his/her rating. The HR Specialist will determine the cut-off score after a summary of the ratings have been made.

Identifying the Best Qualified Candidates. To further distinguish candidates who are qualified from best qualified, applicants will be evaluated using an assessment questionnaire as identified in the Automated Rating section. A natural break in score is assigned by the HR Specialist prior to issuing the certificate. Candidates who meet the cut-off score will be deemed the "best qualified" and will be referred for further consideration.

14.11 Referral And Selection

Referral. The best qualified applicants will be referred to the selecting official in alphabetical order on a Selection Certificate. Selecting officials are to review the application materials submitted by each qualified candidate and conduct interviews, if desired.

Interviews. Interviews are strongly encouraged; however, they are not required. Selecting officials may choose to interview any number of candidates for further consideration. Interviews may be conducted in person or by telephone.

Selection Certificate. Selection certificates will expire 30 calendar days after issuance and may be extended up to 14 days upon written request received in HR from the selecting official. Any request for extension must be authorized by the Chief, Staffing and Classification Branch. Requests for each extension must contain an explanation of the circumstances which require the extension.

Once the selecting official identifies the selectee(s), the selecting official will indicate selection(s) on the certificate, as well as any other action taken on the applicants, and return the certificate to the human resources specialist. If the selecting official decides to not select from any of the candidates on the certificate, the selecting official will indicate no selection on the certificate and return it to the human resources specialist. If applicable, the

selecting official will provide the reason(s) that no selection was made. The selecting official may consult with the HR Specialist to discuss further action (i.e. canceling, re-advertising, etc.).

Employment Offer. Only the Human Resources Division may make an official offer of employment and officially notify the applicants of selections, and arrange for release and entrance on-duty dates for the individual selected. Normally, the selectee will report within 2 to 4 weeks after selection, depending on when the next pay period begins after the date of selection. If selection involves an immediate promotion, the promotion should occur within 2 weeks or at the beginning of the first full pay period after the selection is made.

Establishment of a start date should take into account the employee concerns, workload requirements, and agency mission objectives. All candidates will be notified in a timely matter of the outcome of their application.

If the case is closed and reconsideration of an application determines that the applicant would have been within reach on the certificate, the applicant will receive priority consideration for the next equivalent vacancy at the same series and grade level. If the applicant would not move within reach, the revised determination will be documented and included in the case file. Priority consideration is the referral of the candidate for consideration to the selecting official prior to issuing the certificate.

The file of applicants who should receive priority consideration will be placed in the following location on the shared network drive: P:\HRD\Priority Consideration Applicants

14.12 Information Requests

Information available upon request. A bargaining unit employee is entitled to the information listed below regarding his/her application upon request. If a bargaining unit employee files a grievance his or her designated Union representative shall be provided with the same information upon request.

- a. Name of selectee, selecting official, and subject matter expert(s) if used;
- b. The job analysis (excluding answer keys, rating schedules, crediting plan and rating sheets);
- c. The questions included in the vacancy announcement;
- d. Whether he/she qualified for a specific vacancy;
- e. Whether he/she was referred to the selecting official;
- f. Individual composite score, point total, natural break score;
- g. Suggestions for improvement; and
- h. Name of the immediate supervisor.

Requests for information under the Freedom of Information Act. Requests under the provisions of the Freedom of Information Act (FOIA) should be addressed to the Office of

External Affairs, Division of Public Affairs, Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426 and should be marked clearly as "FOIA Request". You may file a FOIA request electronically by going to the following website for instructions <http://www.ferc.gov/legal/ceii-foia.asp>

If you believe your request is of a personal and confidential nature, you should not submit it on-line. Rather, your request should be sent directly to the FOIA Public Liaison via email at FOIA-CEII@ferc.gov, or it may be mailed to Leonard Tao, Director, Chief FOIA Officer, 888 First Street, NE, Washington, DC 20426.

14.13 Appeals, Grievances And Complaints

Candidates are encouraged to discuss their concerns regarding a specific promotion action with their supervisor and/or the servicing Human Resources Specialist prior to filing an appeal, grievance or complaint.

Employment Practices. A candidate who believes that an employment practice which was applied to him or her by the Office of Personnel Management violates a basic requirement in Title 5, Code of Federal Regulations (CFR), Part 300, Section 300.104 is entitled to appeal to the Merit Systems Protection Board (MSPB) under the provisions of its regulations. MSPB appeal procedures and regulations may be found at <http://www.mspb.gov>.

Examination Ratings. Candidates who wish to appeal their determination of minimum qualifications or the rejection of their application may submit a request for reconsideration in accordance with the following procedures:

- Requests for reconsideration shall be submitted in writing and shall indicate why the applicant believes the determination of qualifications was not proper. The request should be received no later than five business days of the applicant's notification of non qualification or other non-eligibility/consideration.
- The first level of review shall be conducted by the office that made the original determination of qualifications and by a staff member other than the person who made the original determination of qualifications;
- The response to the request for first or second level review shall be in writing, and contain a full explanation of the reasons for the determination of qualifications, without unduly compromising the determination;
- The candidate may submit a request for a second level of review to the official designated in the response to the request for first level of review;
- The response to the request for second level review is final. There is no further appeal to OPM.
- If a reconsideration request leads to a change in the determination of qualifications, the candidates' record shall reflect the new determination. Because this is a self-assessment question process, the reconsideration is limited to the minimum qualification determination.
- In case examining, the certificate shall reflect the new determination *if Human Resources has not yet issued the certificate*. Once a certificate is issued, it shall not be amended unless the:
 - New determination is "ineligible";
 - Eligible was improperly awarded a higher type of veterans' preference (Example: the applicant was awarded 10-point veterans' preference but after reviewing the final documents, the applicant was not entitled to this 10 points preference); or
 - Determination error was the result of the examiner/examining office.

Complaints and Grievances. A candidate may file an EEO complaint with FERC when the candidate believes that he or she was unfairly treated in the hiring process because of his or her race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. An EEO complaint may also be filed if a candidate believes that he or she was discriminated against because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The candidate may contact the Federal Energy Regulatory Commission's EEO Advisor on (202) 502-8120 for information on filing a complaint of discrimination.

Except as provided in the above paragraph of this section, an employee may file a grievance when he or she believes that an employment practice which was applied to him or her and which is administered or required by FERC violates a basic requirement in Title 5, Code of Federal Regulations (CFR), Part 300, Section 300.104. The grievance shall be filed and processed under the FERC Administrative Grievance System for non bargaining unit employees or the negotiated grievance system for bargaining unit employees under Article 18 of the Labor Management Agreement between the Federal Energy Regulatory Commission and the American Federation of Government Employees, Local 421.

14.14. Documentation

Each merit promotion case file must contain sufficient information to enable the Human Resources Division to reconstruct the promotion action. The merit promotion case file must contain but is not limited to the following:

- a. Copy of the SF-52, Request for Personnel Action.
- b. Copy of the position description.
- c. Documentation of factors used in the qualifications process which includes: the job analysis, justification for selective placement factors (if applicable), rating plan.
- d. Copy of the vacancy announcement (both internal and USAJobs, if applicable).
- e. Application materials and any other documents used in evaluating candidates.
- f. Names of panel members/subject matter expert (if applicable)
- g. Candidate scores assigned by rater(s), including summary worksheet (if applicable)
- h. Listing of all candidates who applied and a clear indication of the disposition of each.
- i. Identification of re-promotions, priority referrals and other similar eligibles and the action taken on each.
- j. All merit promotion certificates issued.
- k. Selection certificate from which a selection was made with selectee(s) identified.

l. Written requests for smaller or larger areas of consideration.

m. Written requests for extension of certificates.

n. Written requests to cancel a vacancy announcement.

Merit promotion records must be safeguarded within the Human Resources Division and not released to unauthorized persons. Merit promotion records may however, be released to authorized persons (i.e. third party investigation), authorized review, audit and inspection.

Merit promotion case files are destroyed after 2 years or after the program has been formally evaluated by the U.S. Office of Personnel Management (OPM), whichever comes first, unless litigation or grievances require longer retention.

Article 15. Reduction-in-Force, Transfer of Function, and Reorganization

15.1 Definition of Reduction-in-Force (RIF)

The Employer has a reduction-in-force (RIF) when it releases an employee from the employee's competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, when lack of work or funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights requires the Employer to release the employee.

15.2 Policy to Promote Attrition

To minimize effects upon employees in a RIF situation, it is the policy of the Employer, where proper, to accomplish any RIF through attrition.

15.3 Employee Notification and Rights

The employer will provide complete information needed by employees to understand fully the reduction and why they are affected. Specifically, the Employer shall:

15.3.1 Inform employees selected for release in writing, i.e., specific notice of the proposed action and such notice shall be given to the employee(s) at least sixty (60) calendar days in advance of the proposed effective date of release.

15.3.2 Inform all affected employees of the extent of the affected competitive area, the regulations governing RIF, and the kinds of assistance provided for affected employees.

15.3.3 Disrupt the operations of as few organizational divisions as possible.

15.3.4 Provide equitable treatment for all employees and give every consideration to retaining career employees.

15.3.5 Give affected employees maximum assistance in obtaining other employment.

15.4 Union Notification

The Employer will meet and confer with the Union prior to official notification of employees, and at the earliest possible date, the Union will be given written notice of any pending RIF. An appropriate subject for discussion at this meeting will be the Employer's efforts to place affected employees in vacant positions for which they qualify. This notice will state the reasons for the RIF, the number and types of positions affected, the approximate date of the action, and an invitation to the Union to an explanatory meeting conducted by the Employer to explain the RIF procedure and answer any questions.

15.5 Specific Information in RIF Notice

The Employer will give the affected employee(s) a notice that states specifically what action the Employer intends to take, the effective date of that action, the employee's service date and sub-group. This notice shall describe the employee's competitive area and the

competitive level, tell the employee where regulations and records pertinent to the employee's case can be inspected, and tell the employee of his or her place on the re-employment priority list. This issue is not grievable under the negotiated grievance procedure. Union assistance is limited to rights of appeal to the Merit Systems Protection Board, time limit on such appeals, and address for appeals will also be in the notice. At the same time an agency issues a notice to an employee, it must give a written notice to the exclusive representative(s), as defined in 5 U.S.C. 7103 (a)(16), of each affected employee at the time of the notice.

15.6 Acceptance or Rejection of Reassignment

An employee will be given seven (7) calendar days from the date of receipt of notification in which to accept or reject any reassignment offer made in accordance with the employee's rights under regulations.

15.7 Right of Record Review

If an employee is proposed for separation or assignment to a lower grade level, the employee and/or the employee's representative shall have the right to review all records pertaining to this action. This includes the retention register for employee's competitive level and those other positions for which the employee believes he or she is qualified, down to and including those in the same or equivalent grade as the position offered by the Employer. If separation occurs, this includes all positions equal to or below the grade level of the employee's current positions.

15.8 Appeal to Merit Systems Protection Board

An employee may submit an appeal to the Merit Systems protection Board, pursuant to 5 C.F.R. Section 351.901, if the employee believes that Office of Personnel Management regulations have not been followed.

15.9 Re-employment Priority List and Employee Assistance

In the event a RIF occurs, the Employer shall:

15.9.1 Establish and maintain a re-employment priority list for career or career-conditional employees separated by RIF.

15.9.2 Assist affected employees to seek employment opportunities with other Federal agencies or elsewhere in the community.

15.10 Employee Counseling

In a RIF, the Employer will counsel employees for whom no positions are located, on the basis of information obtained from the local state or district employment security agency, on any benefits that may be available to them, for example, under Title I of the Workforce Investment Act of 1998.

15.11 Union/Management and Employee Discussions on RIF

The Employer will discuss with the Union the condition of the community's job market for those skills affected and the availability of training and/or benefits. The Employer will explain to every eligible employee affected by RIF the program for early retirement with the discontinued service annuity, subject to Office of Personnel Management authority.

15.12 Definition of Transfer of Function

A transfer of function is defined as the transfer of the performance of a continuing function:

15.12.1 From one competitive area and its additions to one or more competitive areas or

15.12.2 the movement of the competitive area in which the function is performed to another commuting area.

15.13 Notification and Counseling of Employees Affected by the Transfer of Function

The Employer will:

15.13.1 Inform all employees as fully and as soon as possible of plans for the transfer of functions and the governing regulations.

15.13.2 Notify the affected employee(s) of the proposed action so that the employee will be able to consider the action and give a reasonable answer. The notice shall be in writing in accordance with the following:

(a) Where the transfer of function involves relocation outside the commuting area the employee(s) shall be notified at least 60 calendar days before the transfer.

(b) In all other cases the employee(s) shall be notified at least 30 calendar days before the transfer.

15.13.3. Assist and counsel affected employees in seeking placement opportunities with other Federal agencies elsewhere in the community.

15.13.4 Counsel employees on individual rights relating to such matters as retirement and severance pay.

15.13.5 Place the name of each employee who is not offered a position and wishes to be placed on a list for consideration for those vacancies for which the employee is qualified.

15.14 Union/Management Discussion on the Transfer of Function

The Employer will meet with the Union, not less than 30 days prior to specific written notification to the individual employees, to discuss transfer of functions, either by the Employer or any other government entity, if such transfer of function has been determined to any degree of certainty. If a transfer of function occurs between the Employer and

another Federal agency, the Employer and the Union will meet with the management of the gaining agency at their option, in order to explain the contents of this Agreement.

15.15 Definition of Reorganization

Reorganization is defined as the planned elimination, addition, or redistribution of functions or duties in an organization.

15.16 Notification of Union on Pending Reorganization

The Employer shall notify the Union as soon as possible of a pending reorganization.

Article 16. Disciplinary Action

16.1 Definition

For the purposes of this Article, a disciplinary action is defined as a written reprimand or suspensions of 14 calendar days or less.

16.2 Appeals and Exclusion

Disciplinary actions will be subject to the expedited grievance process as described under Article 18.16 of the negotiated grievance procedure except suspensions related to "National Security" reasons under 5 U.S.C. Subsection 4- National Security, §7532, Suspensions and Removal.

16.3 Employee Rights

An employee against whom the suspension for 14 calendar days or less is proposed is entitled to:

- 16.3.1** an advance written notice stating the specific reasons for the proposed action;
- 16.3.2** a reasonable time but not less than 10 calendar days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- 16.3.3** be represented by an attorney or other representative; and
- 16.3.4** a written decision and the specific reasons therefore at the earliest practicable date.

16.4 Records Retention and Distribution

Copies of the notice of proposed action, the answer of the employee if written, a summary thereof if made orally, the notice of decision and reasons therefore, and any order effecting the suspension, together with any supporting material, shall be maintained by the Employer and shall be furnished to the Merit Systems Protection Board upon its request and to the employee affected upon the employee's request.

16.5 Additional Copies of Records

If a bargaining unit employee elects to be represented by the Union, additional copies of correspondence will be furnished to the employee so that if he/she wishes he/she can provide the Union with the extra copy.

16.6 Service of Warrant or Subpoena

If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees wherever possible.

16.7 Promotion of Efficiency of the Service

Under regulations prescribed by the Office of Personnel Management, the Employer will take an action for misconduct covered by this Article against an employee only for just cause as will promote the efficiency of the service.

Article 17. Adverse Actions

17.1 Definition

For the purposes of this Article, an adverse action is defined as a removal (but not termination of probationary employees), a reduction in grade, a reduction in pay, suspension of more than 14 calendar days, and a furlough of 30 calendar days or less.

17.2 Exclusions

The provisions of this Article do not apply to: (1) a suspension or removal under Section 7532 of Title 5 U.S. Code; (2) a reduction-in-force action under Section 3502 of Title 5 U.S. Code; or (3) a reduction-in-grade or removal under Section 4303 of Title 5 U.S. Code.

17.3 Promotion of Efficiency of the Service

Under regulations prescribed by the Office of Personnel Management, the Employer may take an action covered by this Article against an employee only for just cause as will promote the efficiency of the service.

17.4 Employee Rights

An employee against whom an adverse action is proposed is entitled to:

17.4.1 at least 30 calendar days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;

17.4.2 a reasonable time, but not less than 15 calendar days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

17.4.3 be represented by an attorney or other representatives; and

17.4.4 a written decision of the specific reasons therefore at the earliest practicable date.

17.5 Records Retention and Distribution

Copies of the notice of proposed action, the answer of the employee when written, a summary thereof when made orally, the notice of decision and reasons therefore, and any order effecting an action covered by this Article, together with any supporting material, shall be maintained by the Employer and shall be furnished to the Merit Systems Protection Board upon its request and to the employee affected upon the employee's request.

17.6 Appeals

Adverse actions may be appealed either through the expedited grievance process as described under Article 18.16 or to the Merit Systems Protection Board, but not both. If the employee elects to appeal through the negotiated grievance procedure, the appeal will be entered at the step above the one at which the action was effected except where the Executive Director/Chief Financial Officer made the final decision, in which case the appeal will be entered with the Chairman or his/her designee.

Article 18. Grievance Procedure

18.1 Purpose

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This procedure shall be the exclusive procedure available to the Union and Bargaining unit employees for resolving grievances except as provided in Sections 18.4 and 18.5 of this Article.

18.2 Definition

A grievance is a request for personal relief on any matter of concern or dissatisfaction to a bargaining unit employee, a group of bargaining unit employees or the Union. For the purposes of this Agreement a grievance means any complaint-

18.2.1 by any employee concerning any matter relating to the employment of the employee;

18.2.2 by the Union concerning any matter relating to the employment of an employee; or

18.2.3 by any employee, or the Union, concerning-

(a) the effect or interpretation, or a claim of breach, of this Agreement;

(b) any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

18.3 Exclusions

This procedure shall not apply with respect to any complaint concerning:

18.3.1 Any claimed violation of subchapter III of Chapter 73 of Title 5 U.S.Code (relating to prohibited political activities);

18.3.2 Retirement, life insurance, or health insurance;

18.3.3 A suspension or removal under section 7532 of Title 5 U.S. Code;

18.3.4 Any examination, certification, or appointment; or

18.3.5 The classification of any position which does not result in the reduction in grade or pay of an employee.

18.4 Matters Involving Discrimination

The negotiated procedures for processing complaints of discrimination matters as set forth in Section 2302(b)(1) (A) through (E) of Title 5 U.S. Code are contained in Article 19, entitled "Negotiated Grievance Procedures For Processing Matters Involving Discrimination."

18.5 Appeal and Grievance Options

An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance as defined in Section 4303 of Title 5 U.S. Code and this Article, or adverse action as defined in Section 7512 of Title 5 U.S. Code and this Article, may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

For the purpose of this section and pursuant to Section 7121(e)(1) of Title 5, U.S. Code, an employee shall be deemed to have exercised his option at such time as the employee timely files in writing a notice of appeal under the applicable appellate procedures or timely files in writing a grievance in accordance with the provisions of this Article or Article 19, whichever event occurs first.

18.6 Question of Grievability or Arbitrability

In the event the Employer should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any questions of grievability or arbitrability of a grievance prior to the conclusion of Step Three of the grievance procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

18.7 Early Informal Settlement of Grievances

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

18.8 Reasonable Official Time for Grievances

When in a pay status, reasonable time, during working hours without charge to leave will be allowed an employee to discuss, prepare, and present a grievance filed under this Article, including attendance at meetings with management. No overtime will be paid to these individuals for discussion, preparation, and presentation of a grievance. Prior to utilizing any time provided for under this section, the employee must inform his/her supervisor in accordance with the provisions of Article 2, Section 2.6 of this Agreement.

18.9 Presentation of Grievance and Adjustment

Any employee or group of employees in the unit may present such grievances to the Agency and have the grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given the opportunity to be present at the adjustment on official time.

18.10 Filing of Grievances

Grievances must be presented in writing within twenty (20) calendar days after the occurrence of the matter out of which the grievance arose or within twenty (20) calendar days of when the employee first became aware of the matter which gave rise to the grievance. If the due date of the grievance falls on a non-work day, the grievance is due on the next business day.

18.11 Grievance Procedure

The following is the negotiated grievance procedure for or on behalf of employees:

18.11.1 Step 1: An employee shall first take up his grievance with his/her immediate supervisor. The grievance must be in writing and clearly indicate that it is a grievance. Grievance forms are available through the Union. The **Step 1** grievance will include the following:

- the act(s) complained of, including date(s) and person(s) involved;
- the provision(s) by Article and Section of this Agreement alleged to be misinterpreted or misapplied, if an Agreement violation is alleged. Otherwise the grievance must specify the Agency regulation, policy, or conditions of employment alleged to have been violated; and
- the corrective action or remedy desired. The employee and the Union representative may meet with the supervisor to discuss the grievance. The supervisor will issue a written decision within ten (10) business days of receipt of the written grievance.

18.11.2 Step 2: If the matter is not satisfactorily resolved, the grievance shall be submitted to the employee's Office Director or equivalent within seven (7) business days after completion of **Step 1**. The Office Director will render a written decision within fifteen (15) business days after receipt of the grievance.

Employees in the Office of the Executive Director/Chief Financial Officer will file **Step 2** grievances with the Deputy Executive Director or Deputy Chief Financial Officer. When the Executive Director/Chief Financial Officer serves as the **Step 2** or **Step 3** official, the **Step 3** procedures will be followed.

18.11.3 Step 3: If no satisfactory resolution is reached in **Step 2**, and the employee desires further consideration, a written request should be submitted to the Executive Director/Chief Financial Officer or his designated representative. Such request must be made within seven (7) business days after the decision rendered in **Step 2**. An answer will be rendered within twenty (20) business days.

18.11.4 Step 4: If the grievance is not satisfactorily settled at **Step 3**, the Union may refer the matter to Arbitration within thirty (30) calendar days in accordance with the provisions of Article 20. If the due date of the arbitration request falls on a non-work day, the arbitration request is due on the next business day.

18.12 Merit Promotion Grievances

If the grievance involves a merit promotion issue such as qualifications or ranking matters, it shall be filed with the Director, Division of Human Resources. The Director, Division of Human Resources will follow a two step process and will serve as the **Step 2** official and follow the procedures described under **Step 2** above. The Deputy Executive Director for Human Resources and Organizational Management will serve as the **Step 3** official and issue a final decision. The Deputy Director for Human Resources and Organizational Management will follow the same procedures described under **Step 3** above.

18.13 Time Limit Extensions

The time limits outlined under Sections 18.11 and 18.16 for processing a grievance may be extended with mutual consent of the parties.

18.14 Failure to Meet Time Limits

Failure of the Employer to meet the time limits prescribed above shall permit the employee or the Union to move the grievance to the next step of the procedure. Failure of the employee or the Union to meet the time limits prescribed above shall nullify the grievance unless the time limits have been extended by mutual consent.

18.15 Grievances Impacting Multiple Employees

Grievances which may impact on more than one employee may be submitted in writing by the Local President (or designee) directly to the Executive Director (or designee). The grievance shall be specific concerning the act(s) complained of, including date(s) and person(s) involved; the provision(s) by Article and section of this Agreement, alleged to be misinterpreted or misapplied, if a violation of the Agreement is alleged, otherwise the grievance must specify the rule, regulation, or policy or conditions of employment alleged to have been violated; and the corrective action desired.

The Executive Director (or designee) and the Local President (or designee) will meet within seven (7) business days after receipt of the grievance to discuss the grievance. The Executive Director (or designee) shall give the Local President (or designee) a written answer within twenty (20) business days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to Arbitration within thirty (30) calendar days. Nothing herein will preclude either Party from attempting to settle such grievance informally at the appropriate level.

18.16 Expedited Grievance Procedure

Expedited Grievance Procedure for Disciplinary/Adverse Actions, or Removals, or Reduction-In-Grade Based on Unacceptable Performance.

Step 1: Any complaint which involves a disciplinary/adverse action, or removal or reduction-in-grade based on unacceptable performance, shall first be taken up by the employee in writing with the next higher level of supervision above that which effected the action. The grievance shall be filed within seven (7) business days of receipt by the employee of the final notice of action. A written decision will be issued by the supervisor to the employee within fifteen (15) business days after its receipt.

Step 2: If the matter is not satisfactorily settled at **Step 1** of the Expedited Grievance, the Union may invoke Arbitration within twenty (20) calendar days of receipt of the decision in accordance with the provisions of Article 20 of this Agreement.

Article 19. Negotiated Grievance Procedure for Processing Matters Involving Discrimination

19.1 Scope of Grievances under this Article

Unless the bargaining unit employee elects the EEOC statutory procedure, the following constitutes the exclusive procedures under the provisions of this collective bargaining agreement for processing of a complaint based on discrimination because of:

- 19.1.1** Race, color, religion, sex, or national origin as prohibited under Section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);
- 19.1.2** Age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a);
- 19.1.3** Sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206 (d));
- 19.1.4** Handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); and
- 19.1.5** Marital status or political affiliation, as prohibited under any law, rule, or regulation.

19.2 Exclusions

This procedure shall not apply with respect to any complaint concerning:

- 19.2.1** Any claimed violation of subchapter III of Chapter 73 of Title 5, U.S. Code (relating to prohibited political activities);
- 19.2.2** Retirement, life insurance, or health insurance;
- 19.2.3** A suspension or removal under Section 7532 of Title 5, U.S. Code;
- 19.2.4** Any examination, certification, or appointment; or
- 19.2.5** The classification of any position which does not result in the reduction in grade or pay of an employee.

19.3 Reasonable Official Time for Grievances

The bargaining unit employee electing to utilize the negotiated grievance procedure for processing complaints of discrimination contained herein shall have reasonable time to present and prepare their complaint if they are otherwise in an active duty status. No overtime shall be authorized for the presentation of the complaint by the bargaining unit employee. Prior to utilization of official time for preparation and presentation of the complaint, the bargaining unit employee shall inform his/her supervisor of the approximate length of time of the employee's absence from his/her duty station.

19.4 Employee Appeal Rights and Informal Resolution

The employee may process a discrimination complaint under either the EEOC statutory procedures (29 C.F.R. 1614) or the negotiated grievance procedure for complaints of discrimination, but not both. If the employee elects to use the EEOC statutory procedure, the employee must contact an EEO Counselor within forty-five (45) calendar days from the date when the employee became aware of the discriminatory action, or if a personnel action, within forty-five (45) calendar days of its effective date.

The employee shall be deemed to have selected this negotiated grievance procedure when the employee and/or the employee's representative, if designated by the employee as such in writing, timely files a grievance in writing at **Step 1** in accordance with the provisions of this negotiated grievance procedure.

During the forty-five (45) calendar day period prior to filing a grievance under the provisions of this negotiated grievance procedure, the employee or the employee's representative may meet with any appropriate management official to attempt informal resolution of the complaint within ten (10) business days from the date when the employee became aware of the discriminatory action, or if a personnel action, within ten (10) business days of the effective date of the action.

19.5 Grievance Procedure for Discrimination Matters

The following constitutes the exclusive procedure for the processing of individual complaints of discrimination, or personnel matters otherwise statutorily appealable to the Merit Systems Protection Board and involving an allegation of discrimination, under this negotiated grievance procedure:

19.5.1 Step 1: Following completion of the forty-five (45) day informal resolution stage or the final meeting with management where resolution could not be reached, as described in section 19.4 above, the employee shall file a written formal grievance with the Executive Director within twenty calendar (20) days of the end of the 45 day informal resolution stage or the last meeting with management where resolution could not be achieved, whichever is earlier. If the due date of the grievance falls on a non-work day, the grievance is due on the next business day. The written grievance will include the following when appropriate: the act(s) complained of, including date(s) and person(s) involved, the name of their Union representative, if appropriate, and the corrective action desired. Within fifteen (15) business days of receipt of the written complaint, the Executive Director will attempt to resolve the complaint to the complainant's satisfaction and/or appoint an investigator who does not occupy a position which is directly or indirectly under the jurisdiction of the head of that part of the FERC in which the complaint arose.

19.5.2 Step 2: The Executive Director, or his designee, shall establish the duties and authority of the investigator for conducting the investigation, such as:

- (A)** Conducting an investigation into all aspects of the complaint as alleged by the complainant and any other facts pertinent to the complaint. The investigation shall be completed no later than 60 calendar days after the investigator's appointment.

- (B) Preparing a Report of findings which shall be submitted to the Executive Director with a copy for the complainant, and his/her representative.

The Report shall:

1. Review the circumstances under which the alleged discrimination occurred;
2. Include statements from persons directly involved;
3. Include statements of other appropriate persons with direct knowledge of the complaint; and
4. Review and/or collect all necessary information and all documents relative to the matter. None of the information contained in the investigator's Report, including any sworn statements by witnesses, will be binding on the Arbitrator in any arbitration proceedings concerning the discrimination complaint.

19.5.3 The Executive Director will render a written decision within fifteen (15) business days of receipt of the report. If the complainant employee is satisfied with the decision, the matter will be considered finally resolved.

19.5.4 Step 3: If the grievance decision does not resolve the grievance at **Step 2**, the Union may refer the matter to arbitration in accordance with the procedures contained in Article 20.

19.6 Failure to Meet Time Limits and Time Limit Extensions

Failure of the Employer to meet the time limits prescribed above shall permit the employee or his/her representative to move the grievance to the next step of the procedure. Failure of the employee or his/her representative to meet the time limits prescribed above shall nullify the grievance unless the time limits have been extended by mutual agreement. All time limits under this Article may be extended by mutual consent.

19.7 Presentation of Grievance and Adjustment

Any employee may present such grievances to the Agency and have the grievances adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of this Agreement and the exclusive representative has been given the opportunity to be present at the adjustment on official time.

Article 20. Arbitration

20.1 Invocation

If the Parties fail to settle any grievance processed under the negotiated grievance procedures in Articles 18 and 19, such grievance, upon written request by the Union within thirty (30) calendar days after issuance of the final decision, shall be submitted to arbitration. If the due date of the arbitration request falls on a non-work day, the arbitration request is due on the next business day.

20.2 Appeal to Arbitration

The Union invokes arbitration by notifying the employer of its desire to advance the grievance to arbitration by written, hand-delivered notification. Within seven (7) business days from the date of the requests for arbitration, the moving party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to act as arbitrators.

The parties shall meet within three (3) business days after the moving party receives such list from FMCS. If they cannot mutually agree upon one of the listed arbitrators, then the Parties will each strike one arbitrator's name from the list until one (1) person remains who shall be the duly selected arbitrator. The order of striking shall be decided by the flip of a coin.

20.3 FMCS Selection of an Arbitrator

The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either Party refuses to participate in the selection of an arbitrator.

20.4 Failure to Agree on Issues

If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

20.5 Arbitrator Fee and Expenses

The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. Any per diem or travel expenses to which the arbitrator may be entitled shall not exceed the amount authorized by governing regulations. The arbitration hearing will be held at the worksite of the grievant unless otherwise agreed to by both parties during the regular day shift hours of the basic work week. Unit employees will not receive payment for any time spent in the processing of a grievance (including arbitration) which is outside the normal working hours of those employees.

20.6 Arbitrator Responsibility

The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

20.7 Binding Arbitration

The arbitrator's award shall be binding on the Parties.

20.8 Dispute Over Arbitration Award

Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

20.9 Oral Proceedings with No Transcript

Upon mutual agreement of the Parties, arbitration under this Article will be conducted as oral proceedings with no verbatim transcript and no filing of briefs. In cases where one Party elects to have a verbatim transcript made, the other party is under no obligation to share in the cost of such a transcript, nor are they entitled to a copy of the transcript once one is made.

20.10 Arbitrator Limits Under the Agreement

The arbitrator in his/her decision shall not change, modify, alter, delete, add to, subtract from, or disregard the provisions of this Agreement.

Article 21. Resolution of Impasse

21.1 Definition

An impasse occurs after the Parties have considered the proposals and counter proposals of the other and when, despite diligent and good faith negotiations, no agreement can be reached.

21.2 Disposition of All other Negotiable Items

When an impasse has been reached, that item will be set aside. After all negotiable items on which agreement can be reached have been disposed of, one more attempt to resolve the remaining differences shall be made.

21.3 Request for Mediation on Impasse

If all efforts up to this point fail to resolve the impasse, either Party may request the Federal Mediation and Conciliation Service to provide mediation service in accordance with its regulations. The mediator will be the sole judge of the procedure to be followed in attempting to resolve impasses.

21.4 Submittal of Impasse to the Federal Service Impasses Panel

Any impasse not resolved through the Federal Mediation and Conciliation Service may be submitted by either Party to the Federal Service Impasses Panel (FSIP) to consider the matter under their regulations.

21.5 Agreement of Parties Outside of Mediation or the FSIP

The procedures described above shall not preclude the Parties from agreeing on any issue or from reaching agreement without the assistance of the mediator or the FSIP.

Article 22. Dues Withholding

22.1 Withholding Requirements

The Employer agrees to deduct the regular and periodic dues of the Union from the pay of members in good standing with the Union who are in the unit of recognition and who make a voluntary allotment for that purpose and whose regular net salary after legal and required deductions is sufficient to cover the amount of the authorized allotment. The allotment will be for dues paid in regular periodic amounts required to maintain an employee in good standing with the Union and not initiation fees, special assessments, back dues, fines, or similar items not considered dues.

22.2 Authorization and Deduction of Voluntary Allotments

Employees will authorize voluntary allotments for the payments of dues to the Union by initiating SF-1187. The dues will be withheld on a bi-weekly basis conforming with the regular pay periods. There is no charge for dues deduction. Deductions for the allotment will begin on the first complete bi-weekly pay period following the receipt of the allotment form SF-1187 in the payroll office of the Federal Energy Regulatory Commission.

22.3 Termination

An employee's allotment will terminate when the employee is separated from the Federal Energy Regulatory Commission, resigns, or is suspended or expelled from the Union, or when the employee cancels the allotment voluntarily.

22.4 Effect of Separation on Dues Withholding

Terminations required by separation of an employee from the Federal Energy Regulatory Commission will be effective on the date of separation; however, if the effective date occurs during a pay period, the allotment will be for the entire pay period.

22.5 Effective Date of Voluntary Cancellation of Dues Withholding

Any employee may submit a SF-1188 or written request to terminate an allotment at any time; however, the terminations will be effective on the first full pay period in January.

22.6 Notification of Changes to Payroll Office

The Employer will notify the Union and the employees, if the payroll office or its address changes.

22.7 Union Responsibilities

The Union will:

22.7.1 fully inform the members of the voluntary nature of allotments;

22.7.2 make available to the members forms SF-1187 and SF-1188;

22.7.3 Certify on the SF-1187 the amount of dues to be withheld each bi-weekly pay period; certification will be made by the President, Treasurer, or Financial Secretary of the local;

22.7.4. promptly forward completed SF-1187 forms to the payroll office of the Federal Energy Regulatory Commission; and

22.7.5 notify the payroll office when an employee with an allotment ceases to be a Union member in good standing and forward the completed SF-1188 to the payroll office.

22.8 Changes in Dues Withholding Amount

When the Union finds it necessary to change the amount of dues, the proper Union officials will send a certification of the change to the Employer through the payroll office. The changed amount of dues will be deducted on the first pay period after the receipt of the certification or at a later designated date if requested by the Union; however, it is agreed that these changes will not be made more than once per year.

22.9 Remittance- Dues Payment to Union

The Employer, through the payroll office, will prepare payment checks for the dues collected and mail them to the Treasurer of the Local each pay period. These remittances to the Local will contain a statement with the following:

22.9.1 the Treasurer of the AFGE Local concerned;

22.9.2 the last date of the pay period for which the remittance is made;

22.9.3 name of each Union member for whom deductions were made and the amount deducted; and

22.9.4 total number of members for whom dues were withheld, and the total amount withheld.

22.10 Full Force and Effective of Article

This Article will remain in full force and effect until final settlement of all issues outstanding as a result of negotiations of a new agreement and final approval of the negotiated agreement by both Parties.

Article 23. Leave

23.1 Annual Leave

Annual leave is an employee benefit provided by law and is generally used as an annual vacation period for rest and recreation, and to provide time off for personal and emergency purposes.

23.1.1 In the event of a conflict in scheduling of annual leave among employees, Federal service computation date (SCD) will govern when this accommodation can be without a major impact on the workload of the Employer. The approved leave schedule will not be changed by the Employer except in emergency situations and after affected employees have been informed of the situation.

23.1.2 Reasonable accommodations will be made for employees who desire leave on or around religious and other holidays when these accommodations can be made without undue hardship on the workload of the Employer.

23.1.3 Employees and their supervisors are encouraged to coordinate the scheduling of "use or lose" annual leave during the leave year to avoid forfeiture of this type of leave at the end of the leave year (see FERC Hours of Duty and Leave Administration Program Directive, PM3-1B, Chapter III, Section 3- Restoration of Forfeited Annual Leave.)

23.1.4 Supervisors may grant advanced annual leave. The amount of annual leave that may be advanced is limited to the amount of annual leave an employee would accrue in the remainder of the leave year. Employees do not have an entitlement to advanced annual leave and approval of advanced annual leave requests is at the supervisor's discretion based on balancing the needs of the employee against the needs of the work unit. Employees on formal leave requirements, or with a documented attendance problem, will not be eligible for advanced annual leave. In most cases, when an employee who is indebted for advanced annual leave separates from the Federal service, he or she is required to refund the amount of advanced annual leave for which he or she is indebted.

23.2 Sick Leave

23.2.1 Except as provided by section 23.2.2, employees will not be required to furnish a medical certificate to substantiate a request for sick leave unless the length of the absence exceeds three (3) consecutive days or unless the request includes leave without pay or advance sick leave. If because of the nature of the illness the services of a physician or other practitioner were not needed, the employee's written statement of the nature of the illness and the reason why a medical certification is not furnished may be accepted in lieu of the certificate.

23.2.2 In an individual case, if there is reasonable cause to believe that an employee may be abusing sick leave privileges, the supervisor will warn/counsel the employee that continued abuse of sick leave may result in a requirement to furnish a medical certificate for each subsequent absence attributed to sick leave regardless of duration. If abuse of sick leave continues, the employee may be notified in writing

that for a stated period not to exceed six (6) months, all future requests for sick leave must be supported by a medical certificate. The medical certificate should be on a physician's letterhead and must include a general diagnosis, prognosis, specific dates of incapacitation and the date the employee is reasonably able to return to work.

23.2.3 Visits to an appropriate Federal health unit shall be in accordance with appropriate laws and applicable regulations. Employees who are released from duty on advice of the appropriate health unit will not be required to furnish a medical certificate to support sick leave for the day released from duty unless the total absence exceeds twenty-four (24) consecutive work hours or a medical certificate is required in accordance with Sections 23.2.1 and 23.2.2.

23.2.4 Sick leave may be advanced for periods not to exceed thirty (30) days (240 hours) in cases of serious health conditions or treatment of serious health conditions provided that the employee's application is supported by a medical certificate; repayment can be reasonably expected; and the employee is not currently under a leave restriction. Sick leave may be advanced for serious health conditions as defined under the Family and Medical Leave Act of 1993 and 5 C.F.R. 630.1202. The definition includes such conditions as in-patient care, cancer, heart attacks, strokes, severe injuries, Alzheimer's disease, pregnancy, and childbirth.

Sick leave will not be advanced to an employee when it is likely the employee will retire, be separated, is on formal leave restriction, or resigns before the advance sick leave will be earned. The Advanced Sick Leave Program will be administered in accordance with FERC's Work Schedule and Leave Administration Handbook, September 18, 2001, as amended.

23.3 Maternity or Paternity Leave

Requests for leave for maternity or paternity reasons will be considered and approved in accordance with governing laws, government-wide rules and agency regulations.

23.3.1. The length of absence for maternity reasons is to be determined in each case by the employee, her physician, and the Employer, based on the employee's physical capability to perform the duties for her job.

23.3.2 Sick leave, annual leave, leave without pay, and/or advance of sick leave for maternity reasons are to be applied for, considered, and approved under the same leave policies, regulations, and procedures as for other temporary medical disabilities requiring extended absence from duty.

23.3.3 The Employer is responsible, during and after absence for maternity reasons, for ensuring the employee's continued employment in her position or one of like seniority, status, and pay if the employee wishes to return to work following delivery and confinement, unless her termination is required for reasons unrelated to the maternity absence.

23.3.4 As soon as practicable, the employee should advise the Employer of her intention to request leave for maternity reasons, including the type(s) of leave, approximate dates, and anticipated duration, so that the Employer may

prepare for any necessary staffing adjustments and also to take any necessary steps to protect her health while on the job.

23.3.5 A request for annual leave, sick leave and/or leave without pay by a male employee for paternity reasons, that is, to assist or care for his minor children and/or the mother of his newborn child while she is incapacitated for maternity reasons, will be considered on its own merits, consistent with regulations applicable to leave generally.

23.4 Leave Without Pay (LWOP)

Employees are not required to exhaust all actual earned annual and/or sick leave balances in order to request approval of leave without pay. Employees who request LWOP in lieu of Sick Leave must substantiate the request with medical certification.

23.5 Access to Leave Records; Use or Lose Leave

Leave records are of a personal nature and access to them will be limited in accordance with the Privacy Act of 1974 (Pub. L. 93-579) and regulations thereunder. Leave balances may be used for the purposes of scheduling "use it or lose it" annual leave. Tardiness, unauthorized absence, and abuse of sick leave are each subject to disciplinary action.

23.6 Leave Request Submittals

Leave requests will be submitted to the employee's immediate supervisor for immediate action.

23.7 Unscheduled Absences

When an employee has an unscheduled absence, the employee will request leave from the supervisor or leave a message for the supervisor if unavailable. This leave request will occur within one-half hour of the employee's or the immediate supervisor's starting time, whichever is later. An employee will notify the supervisor as described above on each and every day the employee will be absent, unless the supervisor has previously been notified and approved the absence beyond the initial day. For the above procedures, if the employee is unavoidably prevented, because of the situation, from notifying the supervisor within the one-half hour limit, the employee will contact the supervisor as soon as possible. If the employee is unable to personally give notification, another individual may notify the supervisor.

23.8 Court Leave

Court leave is absence without loss of pay or leave for jury duty, or to attend judicial proceedings in a nonofficial capacity as a witness on behalf of a State or local government or a private party where the United States, District of Columbia, or a State or local government is a party to the proceeding as provided in 5 U.S.C. Section 6322. Court Leave will be administered in accordance with the Work Schedule and Leave Administration Handbook, September 18, 2001, as amended.

23.9 Other Leave Requirements

Other leave administration matters, e.g., Federal Employees Family Friendly Leave Act, Family and Medical Leave Act, Voluntary Leave Transfer Program, Military Leave will be administered in accordance with governing laws, government-wide rules and agency regulations, including 5 CFR Part 630. All FERC Leave Programs will be administered in accordance with FERC's Work Schedule and Leave Administration Handbook, September 18, 2001, as amended.

Article 24. Contracting Out of Bargaining Unit Work

24.1 Employer Responsibilities

The Employer shall furnish copies of all written solicitations which may reasonably be expected to result in a RIF, demotion, or reassignment of any member of the bargaining unit. The Employer will explain in writing the purpose for the action and will afford the Union an opportunity to file comments concerning the anticipated effect of the solicitation. The Union will be given ten (10) business days to comment. The comments will be given careful consideration by the Employer. The Union will be provided a final written disposition of its comments.

Article 25. The Employee Assistance Program (EAP)

25.1 Establishment of EAP

The Union and the Employer jointly recognize alcoholism, drug abuse, and emotional/mental health problems as illnesses which are treatable. In addition, the parties recognize that personal, financial, marital, family, and legal problems, etc., can have an impact on the employee's conduct and performance. To promote and maintain a healthy workforce, the Employee Assistance Program (EAP) is available to link employees with problems to services best suited to help them restore their performance to acceptable levels. The program extends, where feasible, to families of employees with an alcohol or drug problem and to employees with family members with an alcohol or drug problem. The Employer will pay for the Employee Assistance Program Counselor.

25.2 Confidentiality

Protecting the confidentiality of those who seek assistance is of utmost importance to the success of this program. Therefore, it is the responsibility of all supervisors, union representatives, personnel staff, and Employee Assistance Counselors to respect and maintain confidentiality on all employee assistance matters.

25.3 Employee Notification to Employer and Others

Generally, employees are responsible for notifying their supervisor if a medical condition is affecting their performance, behavior, or attendance and for supplying acceptable documentation upon request. Other individuals that employees may contact are Union representatives or the Employee Assistance Program Manager in the Division of Organizational Management.

25.4 Granting of Leave

Sick leave, annual leave or leave without pay will be granted in accordance with Article 23, Leave, for treatment and/or rehabilitation for alcoholism, or drug abuse, as for any other illness or health problem.

25.5 Counseling Records

Counseling records of employees with alcoholism, drug abuse, or medical-behavioral problems shall be kept confidential in accordance with existing laws and regulations.

25.6 Documentation of Work Performance, Behavior, or Attendance Problems

Supervisors shall document an employee's work performance, behavior, or attendance which fails to meet minimum standards or appears to be deteriorating.

25.7 Employer Consultation with EAP

If the supervisor believes or has reasonable knowledge that a medical condition is affecting performance, behavior, or attendance, the supervisor shall consult the EAP program counselor or the Employee Assistance Program Manager in the Division of Organizational

Management about the employee's problem and inform the employee of available assistance. At the meeting in which the supervisor discusses the conduct/performance problem, the employee has the right to request that a Union representative be present.

25.8 Referrals to EAP

An employee who raises a claim of substance abuse or emotional/mental health problems as a handicapping condition (current users/abusers of illegal drugs or employees engaged in egregious misconduct are not considered "handicapped" or "qualified handicapped" under the law) affecting his/her performance or conduct and supports such a claim with sufficient medical documentation may be referred to counseling or other appropriate rehabilitative assistance and be given a reasonable opportunity to improve his/her performance or conduct. At the Employer's discretion, performance-based or conduct-based action may be taken concurrently with a formal referral to the Employee Assistance counselor. If an employee's performance or conduct continues to be unacceptable after being referred to the EAP and given a reasonable opportunity to rehabilitate and improve, the Employer reserves the right to initiate appropriate performance-based and/or conduct-based action up to and including removal from the Federal Service.

25.9 EAP Counselor Responsibilities

The EAP Counselor shall, after interviewing the employee to determine the nature of the problem, advise the employee of appropriate community treatment facilities, help make arrangements for using them, and encourage the employee to participate in a rehabilitation program.

Article 26. Unfair Labor Practice (ULP) Charges

26.1 Notification of ULP Prior to Filing with FLRA; Attempt to Resolve ULP

The Employer and the Union agree that 30 days prior to filing a ULP charge with the Federal Labor Relations Authority (FLRA), the moving party will notify the other in writing, meet, and in good faith attempt to resolve the concerns unless deadlines for filing with FLRA would otherwise pass.

26.2 Named Parties for Notice and Meeting Requirements

The Director, Division of Organizational Management, for management, and the President, AFGE Local 421, for the Union will be the appropriate parties for notice and meetings under Section 26.1. If FERC Regions are involved, telephonic meetings are encouraged between the parties.

26.3 No Agreement; Formal Filing of ULP with FLRA

If agreement can't be informally reached, the moving party may proceed to file a formal charge with the FLRA in accordance with applicable law and regulation.

Article 27. Effective Date and Duration of Agreement

27.1 Effective Date and Approval

This Agreement will be implemented and become effective when it has been approved, ratified and signed by the parties. The date the Agreement is signed by both parties is the effective date of the Agreement. The Chairman may designate someone to sign the Agreement on his/her behalf as acknowledgment of approval of the Agreement pursuant to 5 USC 7114(c).

27.2 Duration

This Agreement shall remain in full force and effect for a period of four (4) years after its effective date. It shall be automatically renewed for one year periods unless either party gives the other party notice of its intention to renegotiate this Agreement no less than sixty (60) nor more than ninety (90) days prior to its termination date. Such a notice will be accompanied by written proposals to be renegotiated. Negotiations shall begin no later than thirty (30) calendar days after these conditions have been met.

If renegotiation of an agreement is in progress but not completed upon the termination date of this Agreement, this Agreement will be automatically extended until a new agreement is negotiated.

27.3 Reopeners

27.3.1 Negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the parties. If a mutual consent is reached, such notice to renegotiate must be accompanied by the revised proposals for the article(s) the party wishes to renegotiate. The parties will meet for the purpose of negotiating the amendments or modifications within thirty (30) days of receipt of the proposals from the moving party.

27.3.2 This Agreement may be reopened for amendment upon written request of either party if any of the Sections herein are nullified by changes in law, order, ruling, regulation, judicial decisions, or third party decisions. Request for such amendment(s) must include a summary of the amendments proposed and make reference to the appropriate law, order, regulation or decision which necessitates the amendment(s) requested.

NEGOTIATING TEAMS

Signed this 6th day of June, 2002, at the U.S. Federal Energy Regulatory Commission, Washington, D.C.

**FOR THE FEDERAL ENERGY FOR THE AMERICAN
REGULATORY COMMISSION FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL NO. 421**

David J. Iacono Joe L. Dragg
Chief Negotiator Chief Negotiator
Director, Division of President, AFGE Local
Organizational Management No. 421

Michael H. Stein Jeffrey B. Norman
Negotiator Negotiator

Terrill A. Marshall Songthara Omkar
Negotiator Negotiator

Daniel J. Mahoney Lynn Lichtenstein
Negotiator Negotiator

Approved:

Pat Wood, III Joe L. Dragg
Chairman President
FERC AFGE, Local No. 421

This agreement is effective on June 6, 2002 98

NEGOTIATING TEAMS

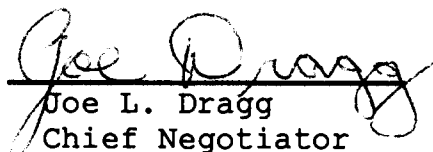
Signed this 6th day of June, 2002, at the U.S. Federal Energy Regulatory Commission, Washington, D.C.

**FOR THE FEDERAL ENERGY
REGULATORY COMMISSION**

**FOR THE AMERICAN
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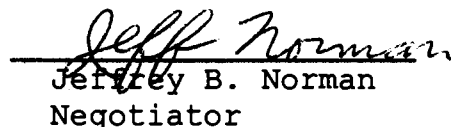
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Lynn Lichtenstein
Negotiator

Approved:



Pat Wood, III
Chairman
FERC



Joe L. Dragg
President
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This agreement is effective on June 6, 2002

APPENDIX A. DEFINITIONS FOR ARTICLE 14

Area of Consideration (who may be considered) - The designated area in which the agency makes an intensive search for qualified candidates.

Assessment Questionnaire - Evaluation criteria used to rate and rank candidates' knowledge, skills and abilities and/or competencies for successful job performance.

Best Qualified Candidates - The group of candidates whose possession of the knowledge, skills and abilities establishes them as the most superior of the candidates applying for a position.

Career Ladder Promotion - Promotions without current competition when the employee competed earlier for an assignment intended to prepare the employee for the position being filled.

Certificate - A document referred to the selecting official containing the names of the best qualified candidates.

Competency - A competency is defined as a behavior or set of behaviors that describes excellent performance in a particular work context.

Competitive Service - All civilian positions that are in the Executive branch of the Federal Government not specifically excepted from civil service laws or statute.

Competitive Status - Currently serving under a career or a career-conditional appointment in the competitive service or reinstatement eligibles.

Competitive Candidates - Those candidates who compete for positions through competitive merit promotion procedures.

Delegated Examining Unit - Unit in a federal agency with authority delegated by OPM to examine for competitive service positions within the agency.

Detail - A temporary assignment of an employee to a different position for a specified period with the employee returning to his or her regular duties at the end of the assignment.

Displaced Employee - A current career or career conditional competitive service employee in tenure group 1 or 2 or an excepted service employee serving on a permanent appointment with noncompetitive appointment eligibility and selection priority by statute for positions in the competitive service, at GS-15 or below, who has received a specific reduction in force (RIF) separation notice or notice of proposed removal for declining a directed reassignment or transfer of function outside of the local commuting area.

Excepted Service - Civil service positions that have been excepted from the requirements of the competitive service by law, Executive order, or OPM regulation.

Full Performance Level - The highest grade level to which an employee may be promoted through successive noncompetitive career promotions.

Job Analysis - A systematic, documented review of the duties of the position, the importance of those duties, and the frequency with which those duties are performed.

Knowledge, Skills, and Abilities (KSAs) - The attributes required or desirable to perform a job which is generally demonstrated through qualifying experience, education, or training. Knowledge is a body of information applied directly to the performance of a function. Skill is a present, observable competence to perform a task with ease and proficiency. Ability is a present competence to perform an observable behavior or a behavior that results in an observable product.

Noncompetitive Candidates - Candidates who may be re-promoted, reassigned, transferred, or reinstated without competition.

Priority Consideration - Special, one-time consideration extended to an employee who was denied proper consideration for an equivalent position under another vacancy announcement.

Promotion - The change of an employee to a higher grade or to a position with a higher representative rate.

Promotion Potential - Possibility of further career promotion without the need for further competition (e.g., a position filled at an entry or mid-level within an established career ladder).

Qualification Requirements - Experience, training, and/or education outlined in the Office of Personnel Management (OPM) Qualification Standards Handbook for General Schedule Positions, and any selective placement factors; time-in-grade; time after competitive appointment; competitive status; and submission of a complete application package within the required timeframe as outlined in the vacancy announcement.

Qualified Candidates - Candidates who meet the minimum qualification requirements for the position. This term is used interchangeably with "eligible candidates".

Ranking - A systematic process of grouping eligible candidates by their overall scores to distinguish Best Qualified, Well Qualified and Qualified.

Ranking Factors - These factors are used as criteria to evaluate the relative standing of applicants for a position. These factors are jointly developed by the immediate supervisor, SME and the servicing human resources specialist.

Rating - The process of evaluating the qualifications of candidates to determine the degree to which each candidate meets the competencies KSAs of the position. Sometimes used in combination with ranking, the rating/ranking process may be completed by an automated system which ranks candidates according to numerical scores or it may be done as a manual process by a ranking official (SME), or a ranking panel.

Reassignment - A change of an employee from one position to another in the same grade in the same agency.

Reemployment Priority List - A list of former competitive service employees separated by reduction in force or fully recovered from a compensable injury after more than 1 year who have requested placement on a list and specified conditions under which he/she will accept employment.

Reinstatement - Reemployment of a former employee with competitive status.

Repromotion - Noncompetitive promotion or placement, permanent or temporary, of an employee to a grade or full performance level previously held on a permanent basis in the competitive service.

Selective Placement Factor - Mandatory knowledge, skill and/or ability that is absolutely required or essential for successful performance and must be possessed by an individual prior to being selected for the position to be filled, in addition to the basic qualifications outlined in the vacancy announcement. An applicant who does not possess a selective placement factor is not considered minimally qualified and is ineligible for further consideration. Selective placement factors must be job related and their validity documented through job analysis.

Specialized Experience - Experience which is in or directly related to the line of work of the position to be filled and which has equipped the applicant with the particular knowledge, skills and abilities to perform the duties of the position. The specialized experience statement may be very specific in detail.

Subject Matter Expert (SME) - A person or group of persons thoroughly knowledgeable about the duties and responsibilities of a specific position. A SME is normally at or above the grade of the position being filled. The term SME is used interchangeably with "Ranking Official".

Surplus Employee - A current agency employee serving under an appointment in the competitive service, in tenure group 1 or 2, or an excepted service employee who has been conferred noncompetitive appointment eligibility and special selection priority by statute for positions in the competitive service, at GS-15 and below, who has received a certificate of expected separation or other official certification issued indicating that the position is surplus.

Temporary Promotion - A promotion to a higher graded position for a specified period of time to accomplish project work, fill positions temporarily pending reorganization or downsizing, or meet other temporary needs. Temporary promotions for more than 120 days are subject to competitive procedures. Service during the previous 12 months in higher graded positions either by noncompetitive temporary promotion or detail counts toward the 120-day limit.

Tenure - The period of time an employee may reasonably expect to serve under his or her current appointment. This is governed by the type of appointment under which an employee is serving.

Transfer - A change of an employee, without a break in service of one full workday, from a position in one agency to a position in another agency.