

# **NATIONAL AGREEMENT**

**NATIONAL ARCHIVES AND RECORDS ADMINISTRATION AND  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES,  
COUNCIL 260**

**April 22, 2024**

<b>Article 1 General Provisions</b>	<b>3</b>
<b>Article 2 Governing Laws and Regulations</b>	<b>3</b>
<b>Article 3 Employee Rights</b>	<b>4</b>
<b>Article 4 Management Rights</b>	<b>6</b>
<b>Article 5 Equal Employment Opportunity, Diversity, and Affirmative Action</b>	<b>6</b>
<b>Article 6 Standards of Conduct</b>	<b>12</b>
<b>Article 7 Hours of Work and Overtime</b>	<b>13</b>
<b>Article 8 Alternative Work Schedules</b>	<b>17</b>
<b>Article 9 Leave</b>	<b>21</b>
<b>Article 10 Telework and Remote Work</b>	<b>26</b>
<b>Article 11 Flexible Workspace Arrangements</b>	<b>32</b>
<b>Article 12 Employee Access to Computers</b>	<b>34</b>
<b>Article 13 Probationary Employees</b>	<b>35</b>
<b>Article 14 Position Classification</b>	<b>35</b>
<b>Article 15 Merit Staffing</b>	<b>36</b>
<b>Article 16 New Employee Orientation</b>	<b>41</b>
<b>Article 17 Details and Reassignments</b>	<b>41</b>
<b>Article 18 Performance Management System</b>	<b>43</b>
<b>Article 19 Incentive and Suggestion Awards</b>	<b>51</b>
<b>Article 20 FRCP Production Standards and Productivity Awards</b>	<b>52</b>
<b>Article 21 Privacy</b>	<b>54</b>
<b>Article 22 Occupational Safety and Health</b>	<b>57</b>
<b>Article 23 Drug Testing</b>	<b>64</b>
<b>Article 24 Employee Assistance Program (EAP)</b>	<b>65</b>
<b>Article 25 Uniforms</b>	<b>66</b>
<b>Article 26 Counseling, Disciplinary Actions, and Adverse Actions</b>	<b>66</b>
<b>Article 27 Grievance/Arbitration</b>	<b>71</b>
<b>Article 28 RESOLVE - NARA's Alternative Dispute Resolution Program</b>	<b>80</b>
<b>Article 29 Contracting-out</b>	<b>82</b>
<b>Article 30 Foundation Employees and Volunteers</b>	<b>83</b>
<b>Article 31 Reduction-in-Force (RIF)</b>	<b>83</b>
<b>Article 32 Labor Management Relations</b>	<b>84</b>
<b>Article 33 Union Representatives and Official Time</b>	<b>88</b>
<b>Article 34 Dues Withholding</b>	<b>91</b>
<b>Article 35 Facilities and Services Provided to the Union</b>	<b>93</b>
<b>Article 36 Mid-term Negotiations</b>	<b>95</b>
<b>Article 37 Duration and Termination</b>	<b>97</b>

## **Article 1 General Provisions**

### **Section 1. Parties to the Agreement**

- A. This Agreement is entered into between the American Federation of Government Employees, AFL-CIO, Washington, DC, hereafter referred to as the "Union" or "AFGE," and the National Archives and Records Administration, hereafter referred to as "NARA," "Agency" or "Management," together referred to as the "Parties."
- B. AFGE Council 260, the Council of NARA Locals, is the level of recognition at which bargaining between NARA and the Union is required. The principal activity of the Council is bargaining on matters that are national in scope or matters that stretch across two or more member Locals. Locals affiliated with the Council of NARA Locals are agents of the Council for purposes of administering this collective bargaining agreement. This does not preclude NARA Locals from bargaining local issues, consistent with the provisions of this collective bargaining agreement.

### **Section 2. Applicability**

The terms and conditions of this Agreement are applicable solely to employees and positions in the unit of exclusive recognition as certified by the Federal Labor Relations Authority (FLRA) in case number 3-RO-50013:

"All full, part-time and intermittent professional and non-professional employees of the National Archives and Records Administration nationwide serving on career or career-conditional appointments in the competitive service and all professional and non-professional employees on Veterans Readjustment Appointments (VRAs), excluding Management officials, supervisors, all excepted service employees (other than VRAs), all employees serving on temporary or term appointment, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7)."

### **Section 3. Computing Time Limits**

All "days" cited herein are "calendar days" unless otherwise specified. For purposes of computing time limits the "countdown" begins the first day after the occurrence of the event (or the employee/Union/Agency becoming aware of the occurrence) triggering the time limit. If the deadline falls on a weekend or Federal holiday, the time limit will be automatically extended to the end of the next workday.

### **Section 4. Clarification of Term**

The Parties agree that the use of the word "will" in this Agreement is to be interpreted as "has a duty to," or more broadly, "is required to."

## **Article 2 Governing Laws and Regulations**

### **Section 1. Relationship to Laws and Government-wide Regulations**

In the administration of all matters covered by this Agreement, officials and employees will be governed by existing or future Federal laws and Government-wide regulations.

## **Section 2. Change Due to Law and Government-wide Regulations**

If a future law or Government-wide regulations requires a change in this Agreement or other agreements between the Parties, the Union will be afforded the opportunity to negotiate, as prescribed by Title 5 of the United States Code, Chapter 71.

## **Section 3. Conflict Between NARA Policy/Regulations and this Agreement**

In case of conflict between NARA policy/regulations and this Agreement, the Agreement governs.

## **Section 4. Past Agreements and Practices**

- A. This Agreement will supersede the February 2019 National Agreement between AFGE and NARA as updated at mid-term bargaining in November 2022.
- B. Any provision of a previously negotiated mid-term agreement between AFGE and NARA that conflicts with the terms and conditions of this Agreement is null and void.
- C. All past practices and delegations that conflict with the terms and conditions of this Agreement are null and void.

## **Article 3 Employee Rights**

### **Section 1. Right to Organize**

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, assist, or act as a designated Union representative. This right consists of the lawful participation in all Union activities including presentation of its views to officials of the Agency, the President, Congress, or other appropriate authority.

### **Section 2. Personal Rights**

The private life of an employee is their own affair except if the private activities of an employee are of an egregious nature; affects performance or Management's trust; and/or interferes with or adversely affects the mission of the Agency.

### **Section 3. Employee's Right to Raise Concerns, Grieve or File a Statutory Appeal**

Employees who file a grievance or a statutory appeal, or participate in Alternative Dispute Resolution (ADR), will be assured freedom from any restraint, interference, coercion, discrimination, intimidation, or reprisal.

### **Section 4. Complying with Orders**

- A. Employees recognize their responsibility to promptly comply with orders and

instructions from supervisors. Employees will be notified when they will be expected to receive and comply with orders and instructions from a supervisor outside the employee's chain of command, acting supervisor, supervisor on-call, or a bargaining unit employee fulfilling opening and closing duties under Article 22. Management recognizes its obligation to ensure that supervisors and acting supervisors are appropriately trained and understand their responsibilities to protect the health and safety of employees in their charge.

- B. If an employee reasonably believes that an order or instruction patently violates any law, rule, or regulation, the employee has the right to state their beliefs to their supervisor. If the instruction remains unchanged, the employee has the right to state their beliefs promptly and verbally to the next higher level of Management. If that higher level of Management confirms the order or instruction, or if the next higher level of Management is not immediately available, then the order or instruction will be carried out promptly by the employee.
- C. If an employee receives conflicting instructions or orders, or instructions or orders that negate the previous order or instruction, the employee will bring the discrepancy to the attention of the supervisor or manager who provided the last instruction or order. The employee will then follow the last order or instruction given, except as provided in Article 22, Section 6, Imminent Danger Situations.
- D. If an employee receives instructions or orders from an individual who is not in the employee's chain of command, the employee may notify or seek clarification from their own supervisor. If the supervisor is not available, the employee has the right to seek clarification promptly and verbally to the next higher level of Management. If that higher level of Management confirms the order or instruction, or if the next higher level of Management is not immediately available, then the employee will comply with the last order or instruction given, except as provided in Article 22, Section 6, Imminent Danger Situations.

## **Section 5. Morale**

- A. The Parties recognize that work performance may be enhanced when morale is high. Managers, supervisors, Union officials, and employees will endeavor to treat one another with respect and dignity. The Parties will consider morale when making decisions regarding conditions of work.
- B. The Parties agree to maintain an open dialogue to identify changes in standards, policies, and procedures in order to maintain a productive and inclusive work environment for all employees.
- C. The Agency will provide coaching and mentoring opportunities for employees. The parties agree that bargaining unit employees may volunteer to serve as mentors and may be selected subject to mutually-agreed upon criteria for mentors.

## **Article 4 Management Rights**

- A. Management has such rights as are encoded at 5 U.S.C. § 7106. Subject to Section 4B of this Article, nothing in this Agreement shall affect the authority of any Management official of NARA:
1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  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:
      - A. Among properly ranked and certified candidates for promotion; or
      - B. Any other appropriate source; and
      - C. To take whatever actions may be necessary to carry out the agency mission during emergencies.
- B. Nothing in this Section shall preclude NARA and AFGE from negotiating—
1. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  2. Procedures which Management officials of the agency will observe in exercising any authority under this Section; or
  3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such Management officials.

## **Article 5 Equal Employment Opportunity, Diversity, and Affirmative Action**

### **Section 1. Policy**

- A. The Parties agree to strive to make NARA a model Federal agency by promoting throughout the Agency equal employment opportunities, meaningful implementation

of Equal Employment Opportunity (EEO) policies, and a diverse workforce. The Parties affirm that discrimination against employees based on the following will not be tolerated:

1. Race;
2. Color;
3. Religion;
4. Sex (including sexual harassment);
5. National origin;
6. Disability;
7. Age (40 and over);
8. Genetic information
9. Marital status;
10. Political affiliation;
11. Parental status as defined in Executive Order 13152;
12. Sexual orientation;
13. Gender identity;
14. Pregnancy; or
15. Any other non-meritorious basis covered by Federal law, rule, or regulation.

- B. The Parties agree that employment decisions and actions will be based on meritorious reasons.

## **Section 2. EEO, Diversity, and Affirmative Action Plans**

- A. At the request of either the Agency or the Union, the Parties will meet to review and discuss problems, progress, and accomplishments in meeting Equal Employment Opportunity (EEO)/Affirmative Employment Program (AEP) goals and objectives.
- B. In developing EEO, Diversity, Affirmative Action or related plans, the Agency will consult with the Union.
- C. The Union will be afforded the opportunity to meet with the Archivist to discuss the EEO, Diversity, Affirmative Action or related plans, prior to the plan(s)' submission to the Equal Employment Opportunity Commission (EEOC).

## **Section 3. Committees**

- A. The Union may appoint a representative to any diversity or affirmative action committee that is officially established and whose membership is not limited to Management.
- B. Whenever a Management official who is not a member of a committee initiates a meeting with that committee, the Agency will inform the Union in advance and will afford the Union the opportunity to be present at such meetings.

## **Section 4. Accommodations**

- A. Accommodations for employees who are pregnant, nursing, or temporarily disabled.

1. Employees who are pregnant, nursing, or temporarily disabled may formally request accommodation. The Agency agrees to consider such requests; the employee and supervisor should work together to try to find solutions to accommodate each other's needs. The Parties agree that the Agency's decision on whether or not to provide individual accommodations will be made on a case-by-case basis, taking into consideration the employee's specific needs, the work environment, and the business needs of the Agency.
  2. A formal request will be in writing and include the employee's reason for requesting an accommodation, the employee's suggestion for an accommodation (e.g., modification of schedule), and the anticipated length of time the accommodation will be needed. If an employee's request is based on a medical condition, the Agency may require that the employee submit medical documentation in support of their request.
  3. The Agency is responsible for responding to the request in a timely manner. If the request is not granted, the Agency will articulate in writing the reason why an accommodation cannot be made.
  4. The Agency is responsible for expeditiously establishing an appropriate room for use by nursing mothers when the need arises at any facility, or to provide the nursing mother access to an existing nursing mother's room, as applicable.
  5. The Parties are encouraged to use ADR as specified in Article 28, RESOLVE - NARA's Alternative Dispute Resolution Program, to resolve disputes over accommodations.
- B. Accommodation of employees with religious needs.
1. Employees may request accommodation for special religious needs. Accommodation of employees with religious needs will be addressed consistent with Federal guidelines.
  2. The Parties are encouraged to use ADR as specified in Article 28, RESOLVE - NARA's Alternative Dispute Resolution Program, to resolve disputes over accommodations.
- C. Accommodation of individuals with disabling conditions (as defined in 29 CFR 1630 and 1630 App.) under the Rehabilitation Act of 1973.
1. Employees may request accommodation for a long-term or permanent disabling condition. Accommodation of individuals with disabilities will be addressed consistent with NARA 303 and Federal guidelines (29 CFR 1630 and 1630 App. and the Rehabilitation Act of 1973).
  2. The Agency will provide individuals with disabilities full consideration for all

training opportunities. Once an employee is selected for training, reasonable accommodations will be provided consistent with Federal guidelines.

3. The Parties are encouraged to use ADR as specified in Article 28, RESOLVE - NARA's Alternative Dispute Resolution Program, to resolve disputes over accommodations.
- D. If a change in working conditions as a result of an accommodation triggers a duty to bargain under the Federal Service Labor-Management Relations Statute (5 U.S.C. §7101 et seq.), Article 36, Mid-term Negotiations, will apply.

### **Section 5. Individual Discrimination Complaint Process**

- A. Consistent with Federal guidelines, at the initial stage employees will be advised in writing of the EEO process and the options (e.g., the negotiated grievance procedure; RESOLVE; and the timeframes involved) available to the employee.
- B. The RESOLVE Program specified in Article 28 will be the only mediation process used by bargaining unit employees in the discrimination complaint process in control of the Agency.
- C. Any employee who wishes to file or has filed an EEO complaint will be free from coercion, interference, dissuasion, and reprisal.
- D. Any employee who serves as the personal representative of an employee who has filed an EEO complaint will be free from coercion, interference, dissuasion, and reprisal.
- E. Any employee who is a witness to or gives evidence concerning an EEO complaint will be free from coercion, interference, dissuasion, and reprisal.
- F. At all stages of the complaint process (29 CFR Part 1614), including the counseling stage, the individual is entitled to be represented by a representative of their choosing. A complainant may designate anyone as their representative or they may choose to represent themselves. For example, a representative might be an attorney, friend, relative, coworker or Union representative. Both the employee and their personal representative are permitted to use EEO time as provided for under 29 CFR Part 1614. The complainant will designate their personal representative in writing.
- G. Union representatives designated by the complainant as their personal representative (under 29 CFR Part 1614) are permitted to use EEO time allotted under 29 CFR Part 1614. This EEO time does not count against the Union officials' bank of official time under Article 33, Union Representatives and Official Time.
- H. The EEO time for complainants and representatives must be requested in writing and approved in advance. Requests for EEO time must include sufficient information to permit a determination that the request is reasonable, as defined by EEOC

Management Directive 110. Supervisors must consult with NEEO and/or NGC before they deny any employee's request for time to work on an EEO matter. Use of EEO time will be consistent with EEOC regulations and guidance.

- I. If a change in working conditions as a result of an EEO settlement triggers a duty to bargain under the Federal Service Labor-Management Relations Statute (5 U.S.C. §7101 et seq.), Article 36, Mid-Term Negotiations, will apply.
- J. The Parties will disclose information related to individual EEO settlements only to those with a need to know.

### **Section 6. Information**

- A. The Agency will identify the name, position and principal areas of responsibility of the Office of Equal Employment Opportunity and their staff. This information will be posted and maintained on bulletin boards in work sites and on the NARA intranet. The information will be kept current.
- B. The Agency will provide the Union with a copy of any reports or studies regarding the overall program(s) conducted by the Office of Equal Employment Opportunity or the Chief Diversity Officer and their staff.
- C. Upon request, the Agency agrees to provide employees access to written information describing the discrimination complaint procedure.
- D. The Agency will advise the Union on a yearly basis on the number and type of EEO complaints and their status.
- E. The Agency will collect data that captures demographic data by individual offices/staff and will make this data available to the Union upon request.

### **Section 7. Special Emphasis Programs**

- A. The Agency will operate Special Emphasis Programs (such as People with Disabilities Program, Federal Women's Program, and Hispanic Employment Program) consistent with applicable laws, regulations, and government-wide policies.
- B. In consultation with the Council President or designee, bargaining unit employees may be selected to serve as Special Emphasis Program Managers (SEPM) as a collateral duty.
- C. Collateral duty assignments performed as a SEPM will not be used to lower or decrease an employee's performance appraisal rating.
- D. The Agency will not use SEPMs to bypass its obligation to bargain with the Union as the exclusive representative of the bargaining unit.
- E. An employee will not represent the bargaining unit to Management in their role as SEPM. This provision does not preclude any employee from serving as personal

representative in EEO matters. When serving as a personal representative, the employee will not be functioning in the capacity as a SEPM.

- F. The Union will be afforded the opportunity to be represented whenever bargaining unit rights are discussed during formal discussions with SEPMs.
- G. The Agency reserves the right to remove any SEPM if the employee does not comply with the EEO policies and regulations.

### **Section 8. Anti-Harassment Program**

- A. The Parties are committed to protecting employees from harassment and correcting harassing behavior before it becomes pervasive or severe, per NARA 396, Anti-Harassment Policy.
- B. Bargaining unit employees have the right to be represented by the Union in the proceedings of the anti-harassment program. Individuals contacted through the program for a statement will be given reasonable time to obtain representation if desired and prepare a statement.
- C. The Agency will provide a procedure that allows employees to file complaints of harassment by their supervisors without going through their supervisor. The Agency will keep information confidential subject to the due process rights of the accused and will limit the sharing of information beyond those with a need to know.
- D. Complainants and accused employees will be informed of the final disposition of claims, and reasons for that disposition, in a manner that respects all employees' privacy and confidentiality. A disposition that finds harassment or inappropriate behavior will specify the behavior that was found to be harassing or inappropriate to the extent possible while retaining privacy and confidentiality.
- E. If all or part of the complaint could be pursued under the negotiated grievance procedure covering bargaining unit employees the deadline for filing a grievance will be suspended until the receipt of the notice of disposition listed in Section 8D of this Article.
- F. A complainant may elect to resolve a complaint through mediation through the RESOLVE program at any stage in the process. In this case, the complainant waives the right to confidentiality beyond the confidentiality protections already provided by the RESOLVE program. Participation in RESOLVE is voluntary for accused employees. Managers and supervisors will participate in RESOLVE if it is elected by the complainant.
- G. When there is a finding that harassment has occurred, the Agency will take timely disciplinary action, up to and including reassignment or removal of the harasser. A complainant may request a reassignment while an anti-harassment complaint is being processed.

## **Article 6 Standards of Conduct**

### **Section 1. Ethics Officials**

The Agency will provide notice annually of the names of the ethics officials and standards of conduct advisors whom employees may contact should they have questions concerning standards of conduct or ethical matters.

### **Section 2. Approval of Outside Employment**

- A. Bargaining unit employees seeking to engage in outside employment, business or professional activities must seek approval in advance of engaging in such activities. Requests for approval must be submitted on NA Form 3015.
- B. Failure to provide all the information requested on NA Form 3015 may be a basis to deny the request.
- C. Should the Agency determine that an employee's anticipated work hours for an outside position may conflict with the employee's NARA work schedule, the employee will be given an opportunity to clarify the information submitted and make adjustments in the work schedule for the outside position before a final determination on the request for approval for outside employment is rendered.
- D. Under normal circumstances, employees must obtain approval from their supervisor before engaging in outside employment (using NA Form 3015), with review by the Office of General Counsel. However, in the event of a shutdown, a non-excepted employee may seek outside employment without advance approval as long as the prospective employer is not a prohibited source. A non-excepted employee who seeks outside employment during a furlough must submit a completed NA Form 3015 once they have returned to work after the shutdown.
- E. A prohibited source of outside employment is any entity with whom the employee interacts in their official capacity. Any employee seeking employment with a prohibited source—with or without compensation—must have advance, written approval from their supervisor and the Office of General Counsel, even under a furlough. Employees should contact the Office of General Counsel if they have any questions about engaging in outside employment.

### **Section 3. Grievance Procedure**

- A. Appeals concerning outside employment will be filed with the Chief Human Capital Officer.
- B. The appropriate grievance-deciding official will have 5 work days to respond.

### **Section 4. Financial Disclosure**

The Parties recognize that bargaining unit employees normally do not meet the criteria for

filing Statements of Employment and Financial Interest, and normally will not be required to submit such statements. However, this does not preclude a bargaining unit employee from being designated as meeting the criteria for disclosure of financial matters. For positions graded GS-13 and below any requirement for financial disclosure will be accompanied by an explanation as to why a disclosure statement is deemed necessary to protect the integrity of the government. The Union will be notified of the positions for which there is a requirement to submit a financial disclosure statement.

## **Section 5. Distribution of the Standards of Ethical Conduct**

NARA will make available a copy of the Standards of Ethical Conduct to each employee.

## **Article 7 Hours of Work and Overtime**

### **Section 1. Basic Work Schedule**

- A. The administrative workweek will be a period of 7 consecutive calendar days beginning on Sunday.
- B. The basic required workweek schedule will be 5 consecutive days of 8 hours each, normally Monday through Friday. Within each pay period employees will be scheduled for 2 consecutive days off. Management will consider employee requests for non-consecutive days off.
- C. The occurrence of holidays will not affect the designation of the basic workweek.

### **Section 2. Rest and Meal Periods**

- A. Rest periods of 15 minutes will be provided for each 4 hours of work for employees who work 8-hour tours of duty. The rest period will normally occur in the middle of each 4-hour work period. Employees who work 4-hour shifts will have no more than one 15-minute rest period. Similar adjustments will be made for employees who work on other than the normal 8-hour tour of duty.
- B. Rest periods are hours of duty and normally may not be accumulated for later use. Breaks may not be used to extend the meal period or begin, end, or shorten the workday.
- C. Employees are entitled to a minimum 30 minute unpaid lunch or other meal period. An employee who works more than 6 hours will be charged a 30 minute unpaid meal period unless that employee is working overtime on a non-workday. Employees are not permitted to shorten the workday by not taking a meal period.
- D. Employees may extend their meal period by requesting leave or extending their workday to provide for a maximum 60 minute meal period. The meal period will be unpaid unless the employee takes leave. The supervisor will not deny such a request for leave or extension of the workday absent a legitimate business need.

### **Section 3. Changing Hours**

The Agency will notify an employee(s) of necessary changes in the employee's tour of duty at least 72 hours prior to the change.

### **Section 4. Overtime**

- A. Every reasonable effort will be made to distribute overtime equally among qualified employees to the extent practicable. Management will schedule overtime based on a rotation system among qualified employees. Management's determination as to who is qualified will be based on valid, work-related criteria.
- B. The Agency agrees to establish an overtime roster on a current basis for units that consistently schedule overtime. Each occurrence of overtime will be noted on the roster. The roster will be maintained for a four-month period. Unit employees or the Union may review the roster.
- C. Normally, overtime will be offered to employees on a voluntary basis. However, if the number of volunteers is less than the number of workers needed and immediately available, overtime may be mandatory.
- D. Employees may request relief from an overtime assignment. When another qualified employee is available for assignment, the employee's request will be granted. When all employees request relief, the supervisor will determine who will receive the overtime assignment in accordance with a rotation system.
- E. Employees will be compensated for overtime work in accordance with appropriate laws and regulations. Employees will be authorized to work and will earn overtime pay in 15-minute increments. When recording time worked, the employee's time will be rounded up to the next higher increment.
- F. Employees called back to work on a work or non-work day will be compensated for a minimum of 2 hours overtime work.
- G. Consistent with applicable laws and regulations, an eligible employee may request compensatory time off instead of payment of overtime. The earning of compensatory time and the scheduling of its use is subject to the requirements of the position as determined by Management. If compensatory time off is granted, it may be used in a manner similar to annual leave.

### **Section 5. Clean-up Time**

Depending on the nature of the work being performed and the location of the worksite, the Agency will provide a reasonable amount of time for employees to clean up prior to meal periods and the end of the workday.

### **Section 6. Voluntary Work**

The Agency agrees not to request employees in the bargaining unit to perform uncompensated voluntary services.

### **Section 7. Part-time Employees**

- A. Normally, the tour of duty for part-time employees will be between 16 and 32 hours per week.
- B. The Agency agrees to give consideration to an employee's request to change status from part-time to full-time and vice versa.
- C. The Agency will consider an employee's request for temporary adjustment of an established part-time work schedule because of personal hardship or to permit developmental assignments.
- D. Upon request from an employee, the Office of Human Capital will provide pertinent information regarding the effects of changing to and from part-time positions. Such information may concern pay and benefits, time-in-grade requirements, within-grade increase(s), accumulation of leave and changes in competitive levels.

### **Section 8. Intermittent Employees**

- A. Supervisors will inform intermittent employees no later than the end of the workday if they will be needed the following workday.
- B. Subject to the Agency's needs, qualified intermittent employees will normally be offered an opportunity to work approximately the same number of hours during a given month. The criteria for determining those persons who are qualified will be established by Management. Upon request, the Agency will provide an employee with the reason(s) they are not being offered approximately the same number of hours as other employees in the Unit, if such is the case.
- C. The Agency agrees that if an intermittent employee is called in for work, the employee will be in a work status for a minimum of 2 hours, but if dismissed before working 2 hours, the employee will be paid for 2 hours.
- D. This Section applies only to intermittent employees who are in the bargaining unit; i.e., career, career-conditional or employees serving on VRA appointments.

### **Section 9. Continuous Duty Employees**

- A. A continuous duty employee is defined as an employee who may not leave their assigned place of duty without endangering the operation and safety of the facility or equipment.
- B. Employees who are designated as continuous duty employees will work 8-hour shifts and will remain at the duty station until properly relieved.

- C. Tours of duty will normally be scheduled and posted at least 2 weeks in advance. Necessary changes in tours of duty will be posted in work areas 72 hours prior to the beginning of the normal workweek affected.

### **Section 10. Time and Attendance Management System.**

- A. Quicktime is the Agency's time and attendance system. Quicktime is used to record the total number of hours worked and hours of absence in each bi-weekly pay period.
- B. Employees will not be required to request leave in Quicktime. Employees will request leave in accordance with the procedures in Article 9 of this Agreement.
- C. If an employee is unable to enter or verify their timesheet, the employee must notify their supervisor. The supervisor will arrange for the timekeeper or an alternate to enter and validate on behalf of the employee.

### **Section 11. Sign-in and Sign-out Procedures**

- A. The Agency may require sign-in and sign-out procedures. If used, sign-in and sign-out procedures will be used for both telework and onsite work. Employees will not be required to sign-in or sign-out in more than one place each day, unless the employee works onsite and teleworks on the same day. A work unit may establish a separate sign-in and sign-out procedure for onsite work and an electronic procedure for teleworkers and remote workers.
- B. Sign-in and sign-out procedures are not the same as time and attendance reporting. The Agency may require employees to display or scan badges for secure access to NARA facilities or use the personal identity verification (PIV) badge for access to NARA IT resources; these procedures are used for security purposes and will not be used as sign-in and sign-out procedures.
- C. Data collected for sign-in and sign-out will only include the following information:
  - 1. Date;
  - 2. Time of arrival at beginning of workday;
  - 3. Time of departure at end of workday;
  - 4. Sign-in/out when an employee temporarily leaves a NARA facility during the work day (including local travel and/or offsite meetings); and
  - 5. Telework status ("telework" or "onsite").
- D. Arrival and departure times collected in accordance with Section 11C of this Article must be manually entered by the employee in the sign-in and sign-out sheet. Arrival and departure times will not be system-generated.

- E. The Agency will not use minor discrepancies in sign-in and sign-out data as the primary justification to support a performance or conduct-based action.

## **Article 8 Alternative Work Schedules**

### **Section 1. General**

The Parties agree that all full-time and part-time employees in eligible positions will have the opportunity to work a flexible work schedule (flexitime, flexitour, or maxiflex) or a compressed work schedule as described below.

### **Section 2. Definitions**

- A. Flexitime, flexitour, and maxiflex are three forms of flexible schedules established by NARA under 5 U.S.C. § 6122.
  - 1. Flexitime: Allows employees to vary their time of arrival and departure within designated flexible time bands that surround designated core hours. Employees are required to fulfill the basic work requirement. Employees on a flexitime schedule may earn credit time in accordance with Section 6 (Credit Hours) of this Article.
  - 2. Flexitour: Allows employees on an otherwise fixed schedule (excluding a compressed work schedule) to vary the time of arrival or departure within designated credit time bands for the sole purpose of earning credit time. Credit time earned on a flexitour schedule may be used to reduce the length of the workweek or another workday in accordance with Section 6 (Credit Hours) of this Article. Employees on a flexitour schedule may earn credit time in accordance with Section 6 (Credit Hours) of this Article. (For example, if an employee is required to open a facility at 6:00 a.m., the employee may opt to work past their basic work requirement with the approval of their supervisor in order to earn credit hours).
  - 3. Maxiflex: Allows employees to vary their start and end times on a daily basis, vary work days, and work more than eight hours per day. Full-time employees can complete the 80 hour per pay period basic work requirement in fewer than 10 days. All provisions of the maxiflex schedule apply to part-time employees, except that the employee's basic work requirement is less than 80 hours.
- B. Core hours. The Agency-designated period during which all employees must be present unless in a leave status or on other form of approved absence.
- C. Flexible time band. The designated time band during which an employee on a flexitime schedule may on a day to day basis choose when to arrive at work. A time band also exists following the core hours during which employees may depart after being present (or in approved leave status) for 8 ½ hours.

- D. Credit time band. The designated time band during which an employee on a flexitour schedule may earn credit time in accordance with Section 6 (Credit Hours) of this Article.
- E. Credit hours. Any hours in a flexible schedule, established under 5 U.S.C. § 6122, which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of the work week or a work day.
- F. Alternative work schedules. A variety of flexible and compressed work schedules available to employees.
- G. Compressed work schedule. A work schedule which requires an employee to work a 40-hour workweek in less than 5 days, or an 80-hour bi-weekly pay-period in less than 10 days. The employee thus extends the length of the workday but is allowed to take time off on what would otherwise be a workday. There is no provision for credit hours under a compressed work schedule program, and the employee has a set schedule.
  - 1. 5/4-9. A compressed work schedule in which a full-time employee works eight 9 hour days, one 8-hour day, and is off on one day during a bi-weekly pay period.
  - 2. Four-Day Workweek (4/10). A compressed work schedule, in which a full-time employee works four 10-hour days a week, 80 hours in a bi-weekly pay period.
- H. Basic work requirement. The number of hours, excluding overtime hours, which an employee is required to work in a pay period, or is required to account for by leave (e.g., annual, sick, administrative, etc.).
- I. Overtime hours. When used with respect to flexible schedule programs under 5 U.S.C. §§ 6122 - 6126, overtime means all hours in excess of 8 hours in a day or 40 hours in a week which are officially ordered in advance, but does not include credit hours.

### **Section 3. Core Hours**

- A. Core hours are from 9:30 am to 2:30 pm local time for all employees who are not on a maxiflex schedule. The Agency may establish alternative core hours for organizations or facilities when there is a legitimate business need. Establishment of alternative core hours is subject to bargaining.
- B. Flexible time bands may be established locally based upon the opening and closing hours of the facility provided that the flexible time band for each facility or participating organization is a maximum of 3 ½ hours prior to the established core hours

C. Core hours (maxiflex):

1. Maxiflex employees can be assigned specific days and times when they are required to work and/or work onsite when there is a legitimate business need. Maxiflex employees are not required to otherwise commit to work specific days or hours in a pay period (except for core hours). Maxiflex employees must meet their basic work requirement.
2. As a minimum requirement, a maxiflex employee must have at least 2 core hours on each of 2 workdays within a biweekly pay period. The supervisor and maxiflex employee will agree to core hours for each maxiflex employee. If the supervisor and employee do not agree on different core hours, they will be from 10 AM to Noon, local time, on each Wednesday.
3. Maxiflex employees may work fully onsite, fully telework, or a combination of onsite and telework. Maxiflex employees may work onsite at any time within the opening and closing hours of the facility. Maxiflex employees may telework at any time, 12:00 AM through 11:59 PM, Monday through Saturday, provided that they work their core hours. Maxiflex employees are not authorized to work or earn credit hours on Sundays.

**Section 4. Eligibility**

- A. Certain positions or parts of the organization can be exempted from the flexitime or compressed work schedules for legitimate business needs. In these cases, the employee will be on flexitour. Reasons for exclusion from flexitime or compressed work schedules and placement on a flexitour schedule may include: disruption of agency operations (including disruption of service to the public); incurring of additional costs; security reasons; or fulfillment of statutory requirements.
- B. All permanent, General Schedule employees, regardless of grade, are eligible for a maxiflex work schedule. Maxiflex is available for both full-time and part-time employees. Maxiflex may be denied based on legitimate business needs.
- C. The Agency will notify the Union of any permanent changes to the positions or parts of the organization that are exempt from flexitime or compressed work schedules. The employee and/or Union will have the right to grieve any such permanent changes. The filing of a grievance will not delay the implementation of the change.
- D. An employee on maxiflex, flexitime, or a compressed work schedule may be assigned a flexitour schedule on a temporary basis for legitimate business needs. Affected employees will be given two weeks advance notice when any temporary alteration to participation in maxiflex, flexitime, or compressed work schedule is required by the Agency. However, in emergency situations, as much notice as possible will be given. Written notification will be given to the Union when such changes exceed 30 days.
- E. The Agency may assign a fixed start and end time for employees on flexitour

schedules based on a legitimate business need. Employees on a flexitour schedule may request a change to their fixed start and end time. Employees may request a day to day change with 24 hour notice. Permanent changes may be requested on a quarterly basis. All changes are subject to prior supervisory approval.

- F. Employees may request to change their work schedule on a quarterly basis, unless the employee requests to change from a compressed work schedule to a flexible work schedule. Written requests must be submitted no later than two weeks prior to the beginning of the next quarter. All requests to work a compressed work schedule will be subject to supervisory approval and may be disapproved for legitimate business needs.
- G. An employee who is working a compressed work schedule (5/4-9 or 4/10) may request in writing to the supervisor, with a minimum two weeks notice, to return to their former maxiflex, flexitime, or flexitour schedule to be effective at the beginning of the following pay period.

### **Section 5. Compressed Work Schedules**

- A. An employee who works a compressed work schedule is not eligible to earn credit hours. With the supervisor's prior approval, based on limiting factors such as workload or appropriate Management control, an employee may work hours in excess of their compressed work schedule. Hours worked in excess of the compressed work schedule will be paid as overtime.
- B. An employee who elects to work a compressed work schedule must select a start time and an end time. Employees on a compressed work schedule may, on an occasional basis, request a change to their fixed start and end time with 24 hour notice. Permanent changes may be requested on a quarterly basis. All changes are subject to prior supervisory approval.
- C. The start and end times selected by an employee will be within the organization's flexible time bands. An employee on a compressed work schedule will not be permitted to set a schedule with an end time after 6:00 p.m.

### **Section 6. Credit Hours**

- A. Only employees working on a maxiflex, flexitime, or flexitour schedule may earn credit hours.
- B. Employees on flexitime and flexitour schedules may earn a maximum of two credit hours a day.
- C. Maxiflex employees may earn credit hours or compensatory time for hours worked in excess of 80 hours in a pay period. Maxiflex employees may only earn credit hours or compensatory time after completing their entire work requirement for the pay period (80 hours for full-time employees), and with advanced supervisory approval. Maxiflex employees may earn more than two hours of credit hours per day.

- D. Full-time employees may carry over up to 24 hours of credit time from one bi-weekly pay period to the next. Part-time employees who participate in the flexible work program may accumulate up to one quarter of the hours of the employee's basic work requirement (as defined in Section 2 of this Article) for carryover from one bi-weekly pay period to the next.
- E. Employees may earn credit hours above the limits in Section 6D of this Article during the pay period, but the excess hours must be used before the pay period ends or the hours will be forfeited.
- F. Supervisors may not require an employee to work credit time. With the supervisor's prior approval, based on limiting factors such as workload and appropriate Management control, an employee on maxiflex, flexitime, or flexitour may elect to earn credit time. Credit time can only be earned in the performance of official duties and work performed will be evaluated under the employee's performance standards. The earning of credit hours is not limited to special projects.
- G. Employees are responsible for requesting prior approval to use credit hours and to give sufficient notice to supervisors. The Agency is not obligated to approve the use of credit hours solely to prevent the forfeiture of the excess credit hours. The Agency may disapprove an employee's request for approval to use credit hours if the employee did not provide sufficient notice of the request or if there are legitimate business needs for disapproving the request.
- H. Credit time is earned or used in 15-minute increments. When recording time earned or used, the employee's time will be rounded up to the next higher increment.
- I. Credit hours may not be used in advance of being earned. The use of earned credit hours is subject to the same regulations and contractual agreements governing the use of leave. Credit hours can be used in conjunction with other forms of approved leave.

## **Section 7. Scheduling Work**

When the Agency requires employees to work on specific days and times that vary from day-to-day or week-to-week, the Agency will provide written schedules at least 14 calendar days in advance. Management-directed changes to the work schedule will be communicated at least 72 hours in advance. Changes required to accommodate employee leave schedules may be communicated less than 72 hours in advance. When an employee is not available for their scheduled day or time, the employee must provide timely advance notice, if possible, and it is the Agency's responsibility to find a replacement. Nothing in this Section prohibits employees from finding their own replacement.

## **Article 9 Leave**

### **Section 1. General**

- A. Leave will be administered in accordance with the provisions of this Article and NARA leave policy, NARA 304. However, should any provisions of this Article conflict with the provisions of NARA 304, the provisions in this Agreement will prevail.
- B. Employees have the right to use leave subject to supervisory approval. Unless an employee is on leave restriction or is invoking Family Medical Leave Act (FMLA), an employee may request up to 3 consecutive days of leave verbally or by email. Leave requests for a period longer than 3 days must be requested in Quicktime or documented on an OPM Form 71. If an employee invokes FMLA leave it must be submitted in Quicktime or documented by an OPM Form 71. Employees will not be required to request leave in Quicktime.
- C. When it is necessary for an employee to take unscheduled leave the employee must contact the supervisor as soon as possible. Employees should make every effort to contact the supervisor before their scheduled start time.
- D. Leave may be used in 15-minute increments. For the use of credit time, see Article 8, Alternative Work Schedules.
- E. If an employee is unavoidably or necessarily late or tardy for less than 15 minutes the Agency may permit the employee to extend the workday by an equal amount provided it is within the building's hours of operation. An employee may elect to take leave instead of extending the workday.

## **Section 2. Annual Leave**

- A. Annual leave is a period of paid absence from duty for vacation or other personal purposes.
- B. Ordinarily, annual leave must be approved before it is used. Managers and supervisors must designate a backup leave approving official. Unless an employee is on leave restriction, the employee will not be required to divulge how they intend to use their time off. The amount of advance notice depends on factors such as duration of the leave and problems involved in adjusting work schedules. Consistent with the needs of the Agency, annual leave requested in advance will be approved.
- C. Provided the employee gives advance notice as specified in Section 2B of this Article, normally the supervisor will notify the employee of the status (i.e., approved, disapproved, pending) of the request within a reasonable amount of time after receiving the leave request; however, if the supervisor has not provided a response within that time frame, the employee may request the supervisor to provide the status of their request by the close of the business day.
- D. A full-time employee whose annual leave balance is insufficient to cover a requested period of annual leave may be advanced leave up to the number of hours the employee will accrue during the leave year. A full-time employee may be advanced a maximum of 80 hours or the number of hours the employee will accrue during the leave year, whichever is less. Requests for advanced annual leave must be in writing

and contain the reason for the request.

- E. Individual units may use a rotational system to resolve conflicts among bargaining unit employee leave requests. Any such rotational system may only be implemented after appropriate Labor-Management consultations.

### **Section 3. Sick Leave**

- A. Sick leave may be requested by an employee:

1. Who is unable to work because of illness or injury;
2. Who is exposed to a contagious disease that would endanger the health of co-workers;
3. Who receives dental, optical, or medical examination or treatment;
4. To provide care for a family member in accordance with and subject to the requirements of Federal law and Government-wide rules and regulations (e.g., Federal Employee Family Friendly Leave Act (FFLA) or Family Medical Leave Act (FMLA)); or
5. To make arrangements necessitated by the death of a family member or attend the funeral of a family member in accordance with and subject to the requirements of Federal law and Government-wide rules and regulations.

- B. A "family member" is defined as an individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Children, including adopted children, and spouses thereof;
3. Parents, and spouse thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouse thereof;
6. Domestic partners and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

- C. When advance scheduling of sick leave is not possible, the employee will contact the appropriate leave-approving official. Employees on flexitime will contact the appropriate leave-approving official no later than the beginning of the core time for

the office. Employees on fixed schedules will contact the appropriate leave-approving official no later than one hour after the scheduled report time. For situations where a substitute is required (e.g., research room employees) every effort should be made to inform the supervisor as soon as possible.

D. An employee may use annual leave instead of sick leave.

E. Documentation:

1. An employee must state on the leave request if sick leave is for family care or bereavement purposes.
2. An employee who requests sick leave under the FMLA is required to provide acceptable medical documentation as provided by the law (5 CFR §630.1208).
3. If Management has reason to believe that the employee's sick leave has been abused, Management can require medical certificates for the period. Employees will not be required to reveal the nature of the illness for leave up to three days, except for situations where Management has reasonable cause to believe that the leave has been abused. Management may also require medical certification for absences of four or more consecutive work days. Medical certification is a written physician's statement certifying the employee is unable to work and the period the employee is unable to work.
4. Generally, employees who have documented chronic medical conditions will not be required to provide medical documentation repeatedly to substantiate their absence related to the chronic condition. However, updated medical documentation may be required periodically.
5. Supervisors will treat as confidential any information provided by an employee regarding the employee's own or family member's medical condition(s) in support of the employee's request for sick leave. Supervisors may disclose such information only for work related reasons.

#### **Section 4. Leave Without Pay**

- A. Leave without pay (LWOP) is a temporary absence from duty in a non-pay status, which may be granted at an employee's request. Management will consider requests for LWOP. Generally, employees do not have a right to LWOP. The approval of LWOP is a matter of Agency discretion, except where required by law, regulation, or this Agreement (e.g., the Family Medical Leave Act).
- B. Employees must request LWOP from their immediate supervisor by submitting a request in Quicktime, or in writing by memorandum or OPM Form 71 specifying the period requested and the reason for the request.
- C. Upon request, LWOP for up to 3 years will be granted to an employee for the

purpose of serving on a temporary continuing basis, as an officer or representative of the American Federation of Government Employees, AFL-CIO. Upon return to duty, the employee will be restored to a job of like grade and pay for which they qualify.

### **Section 5. Court Leave**

Court leave is an authorized absence from work, without charge to leave or loss of pay, to serve as:

- A. A juror in a judicial proceeding, or
- B. A witness in a judicial proceeding in which the Federal, State or local government is a party.

### **Section 6. Unauthorized Absence/Absence Without Leave (AWOL)**

AWOL is an absence from duty which is not authorized or approved, or for which a leave request has been denied. Recording an absence as AWOL is not a disciplinary or adverse action, although AWOL can become the basis for initiating such action.

### **Section 7. Closures and Early Dismissals**

- A. When hazardous or other extraordinary circumstances develop during non-work hours and an appropriate authority has determined that Federal employees should not report for work, employees with a telework agreement are expected to perform work duties from their alternate work site and remote workers are expected to perform duties from their remote duty stations, unless prevented from doing so by the circumstances (e.g., power outage, weather emergency). Employees who are unable to telework or work remotely will be granted Weather and Safety leave for some or all of the work day. Employees designated as essential are expected to report to work on time.
- B. When the appropriate authority has determined that there is a need for early dismissal of Federal employees, leave will be charged as follows:
  - 1. If the employee was in a duty status and was excused, the employee will be granted Weather and Safety leave for the remaining hours of the work day;
  - 2. If the employee was on duty and departed before the time for official dismissal, leave is charged for the remaining hours of the work day;
  - 3. If the employee was absent on approved leave for the entire work shift or was AWOL, the entire absence is charged to leave.
  - 4. Employees with a telework agreement are expected to perform work duties from their alternate work site, and remote workers are expected to perform duties from their remote duty stations, unless prevented from doing so by the circumstances (e.g., power outage, weather emergency).

## **Section 8. Leave Restrictions**

- A. Leave restrictions are used to ensure that a sufficient number of employees are available to conduct the work of the Agency, to ensure that employees request and use leave in accordance with this Agreement, NARA policy, and government-wide regulations, and to encourage employees to manage leave responsibly.
- B. Employees are responsible for complying with the leave requirements specified in this Agreement, NARA policy, and government-wide regulation. When Management has reasonable cause to believe that an employee has failed to comply with leave requirements or established a pattern of excessive use of unscheduled leave, Management may place that employee on a leave restriction. Supervisors will counsel an employee whenever it appears that there may be a problem with the employee's usage of leave or the employee fails to comply with leave request requirements and before a leave restriction letter is issued.
- C. The leave restriction letter will include:
  - 1. The reasons the employee is placed on the restriction, including the specific dates and/or circumstances relied upon;
  - 2. The incident(s) of leave abuse;
  - 3. A reference that the employee may contact the Union for further explanation or advice regarding the leave restriction. The Union will provide the Agency with the contact information to be included; and
  - 4. The terms and conditions of using leave while on leave restriction.
- D. Ordinarily, leave restrictions are for 6 months. Leave restrictions will be revoked after 6 months if the employee has not violated the restrictions during the 6-month period. After 3 months, the employee or a Union representative may request the supervisor review the leave restriction. The leave restriction may be removed sooner than 6 months if the employee has met the conditions of the leave restriction and the supervisor believes that the leave problem has been corrected. Employees who have been on a leave restriction in the past three years may be subject to restrictions longer than 6 months but not more than one year. However, the agency can extend the leave restriction beyond one year if an employee violates the leave restriction.
- E. An employee who is on leave restriction will be required to provide documentation to support any absences.
- F. Leave restrictions are not disciplinary actions; however, any violation of a leave restriction may be the basis of a disciplinary action.

## **Article 10 Telework and Remote Work**

## Section 1. General

- A. Remote work: Remote work is an arrangement under which an employee is not expected to report to an Agency worksite to perform their duties. Remote work may or may not occur within the commuting area of a NARA facility. Under remote work, the employee's official duty station is the remote work location (usually the employee's residence).
- B. Telework:
1. Telework is an arrangement that allows an employee to work from an approved alternative worksite other than the employee's official duty station for an approved number of days each pay period (up to five days per week and including maxiflex) or on an ad hoc basis.
  2. Telework occurs within 50 miles of the employee's official duty station, except an employee who reports to a NARA facility at least two days per pay period may telework outside of the 50-mile range. Under telework, the employee's official duty station is the assigned NARA facility.
  3. If an employee temporarily relocates to a telework location more than 50 miles away from their current duty station and does not return to their official duty station for at least two days in any pay period, the Agency may change the employee's official duty station, which may change the employee's locality pay adjustment.
  4. Under normal circumstances, the Agency will not change an employee's official duty station if they are on approved leave or a holiday falls on the days they are scheduled to report to the official duty station.
- C. Ad hoc and Recurring Telework Arrangements:
1. Ad hoc telework is an arrangement in which telework is approved on a case-by-case basis and the hours worked are not part of a recurring telework agreement.
  2. Recurring telework arrangements allow employees to telework on an on-going, regularly-scheduled basis within the commuting area. Employees on recurring telework agreements may request to telework on days other than their scheduled telework day(s).
  3. Ordinarily, ad hoc telework and any temporary change in a recurring telework agreement must be approved in advance. Requests for ad hoc telework or a temporary change in a telework arrangement will be approved unless there is a legitimate business need for the employee to be onsite on the requested day or time.
- D. For remote work and telework, the employee provides their own workspace to

accomplish their day-to-day work and the remote work or telework location is usually the employee's residence.

- E. Remote workers, teleworkers, and non-teleworkers will be treated the same for purposes of:
  - 1. Performance appraisals;
  - 2. Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees;
  - 3. Assignment of work; and
  - 4. Other actions involving managerial discretion.
- F. Except in cases of natural or man-made disaster, participation in the telework program will be voluntary.

## **Section 2. Eligibility**

- A. All permanent positions are eligible for telework. The number of days granted will be based on legitimate business needs and the employee's continued eligibility for telework.
- B. An employee will be telework eligible if:
  - 1. The employee is performing at a level of fully successful or higher;
  - 2. The employee is not on leave restriction;
  - 3. The employee has not been disciplined for conduct in the past 12 months;
  - 4. The employee completes assignments in a timely manner with minimal supervision; and
  - 5. The employee is able to meet the requirements of the Telework Agreement.
- C. For recurring telework, an eligible employee may be granted a maximum of five telework days per week (and six days per week for maxiflex employees). The number of days granted will be based on legitimate business needs and continued eligibility as otherwise provided in this Article.
- D. To be eligible for 100% telework or remote work, either the position must be approved by the Resource Allocation Board, or the employee must have been approved for a reasonable accommodation in accordance with NARA 303, except that:
  - 1. An eligible employee may be granted five telework days per week (and six

days per week for maxiflex employees) without the Resource Allocation Board (RAB) approval or cost-benefit analysis required in Section 3C of this Article, provided that the employee resides within 50 miles of their official duty station.

2. An eligible employee may be granted remote work without the Resource Allocation Board (RAB) approval or cost-benefit analysis required in Section 3C of this Article, provided that the employee resides within 50 miles of another NARA facility and the employee will not be needed at their assigned NARA facility, even on a rare or occasional basis.
- E. In the event that a remote worker or teleworker fails to meet the employee eligibility requirements in this Article, the telework agreement will not be automatically rescinded.

### **Section 3. Telework Agreements**

- A. An employee requests telework by submitting the following documents to their supervisor:
1. NA Form 3040, Telework Agreement.
  2. Certificate of Completion from the NARA Learning Management System demonstrating successful completion of the training course, "Telework Fundamentals -- Employee Training."
  3. An employee seeking a telework arrangement as a reasonable accommodation should follow the process outlined in NARA 303.
- B. For all requests, except 100 percent telework and reasonable accommodations, the supervisor will respond within 10 work days.
- C. Employees may request a remote work arrangement for their current position. The employee will submit a written request to their supervisor who will route the request to the appropriate deciding official. The employee must also provide NA Form 3039, Cost Benefit Analysis, demonstrating that the requested arrangement is in the best interest of the Government, except as provided in Section 2D of this Article. The Agency will consider a remote work request and respond to the employee within 15 work days. If the request is denied, Management will inform the employee of the reasons for the denial.

### **Section 4. Travel**

- A. The Agency is responsible for all authorized travel expenses when a remote worker is required to report to a NARA facility. The Agency is not responsible for a teleworker's travel expenses between their residence and the official duty station.
- B. The Agency will only reimburse Temporary Duty Station (TDY) travel that has been authorized in advance in writing. The Agency will only reimburse local travel that has

been approved in advance. Approval by email is acceptable.

- C. The Agency will reimburse a teleworker when the Agency requires them to report to a location other than the official duty station. If the other location is within the employee's regular commuting area, the ordinary costs of commuting to the official duty station must be deducted from any reimbursement. The Agency will reimburse remote workers for all travel, including local travel, required by the Agency.
- D. In general, local travel to a location other than the employee's official duty station will not count towards a teleworker's requirement to report to the duty station if the teleworker lives more than 50 miles from their official duty station. When the Agency's requirements to travel, including local travel, would prohibit the employee from satisfying their obligation to report to the official duty station, the Agency will not change an employee's official duty station for that pay period.

## **Section 5. Resources**

- A. Teleworkers remain eligible to participate in the Public Transit Subsidy Program.
- B. Information Technology
  1. The Agency provides remote workers and teleworkers with a portable device (laptop or tablet) to enable telework. The employee must provide an internet connection and a safe workplace within their remote or telework location.
  2. Remote workers and teleworkers must contact the help desk when their laptop, tablet, or a software application experiences problems. When the problem impacts the employee's ability to perform work, the remote worker or teleworker must notify their supervisor as soon as practicable.
  3. A remote worker or teleworker is eligible for weather and safety leave for periods they are unable to work due to an issue with NARA-issued or provided technology or when internet service is disrupted for reasons outside the control of the employee. A teleworker may be required to report to a facility to fix or replace a laptop or tablet or to work onsite for the duration of a technology-based disruption.
  4. Employees may leave their laptop or tablet at a NARA facility overnight. Employees who leave their laptop at the facility overnight must either lock their laptop or keep it in a secure location. The Agency will provide laptop locks on request. Employees who leave their tablet at the facility overnight must keep it in a secure location.
- C. The Agency will not provide office supplies, other consumable items, or furniture for remote workers or teleworkers for use at the remote worksite or telework location, except in accordance with an approved reasonable accommodation.

## **Section 6. Assigning Work**

- A. The Agency is committed to ensuring that all NARA employees have the opportunity to telework. The Agency is committed to expanding the amount of work that is available for remote work and telework. Telework opportunities will be distributed as fairly as possible, subject to law and regulation.
- B. The Agency will assign work and offer training and employee development opportunities in a way that maximizes telework availability when doing so does not negatively affect efficiency or productivity.
- C. An employee may complete telework assignments that support the needs of the Agency and, with supervisory approval, the work of other work units. Rating officials will document successful performance of telework assignments on the employee's performance appraisal. Rating officials will take into consideration the employee's service on telework assignments when determining the employee's performance rating.

### **Section 7. Rescinding and Modifying Telework Agreements**

- A. Supervisors will counsel employees regarding any concerns that could result in the telework agreement being rescinded prior to the agreement being rescinded.
- B. A telework agreement will not be rescinded based on a single, minor violation of telework program requirements. Minor violations are those for which the employee would not be disciplined.
- C. The Agency *will* rescind a telework agreement:
  - 1. If the employee has been disciplined for being absent without leave for more than 5 days in any calendar year; or
  - 2. If the employee has been disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- D. The Agency *may* rescind a telework agreement:
  - 1. If telework diminishes employee or agency performance, after attempts to mitigate such diminishment have been unsuccessful; or
  - 2. If an employee does not comply with the terms of the written telework agreement.
- E. When a telework agreement is rescinded, the employee will be advised in writing. The notice will indicate the reason(s) for the rescission.

- F. An employee whose telework agreement has been rescinded may request to enter into a new telework agreement at the beginning of the next quarter.
- G. An employee may voluntarily request to change their telework agreement at any time.
- H. If the Agency needs to reduce telework days or hours of an employee, change an employee from a fixed telework schedule to ad hoc, or rescind a telework agreement for reasons other than those listed in Sections 7C and 7D of this Article, the employee will be given at least two full pay periods of advance, written notice, except in the case of Agency exigency.

## **Article 11 Flexible Workspace Arrangements**

### **Section 1. Definitions**

- A. Hoteling is a flexible workspace arrangement where workspaces are not dedicated to specific employees and are not permanently assigned to individual employees. Workspaces are made available to employees to reserve for use through a scheduling system.
- B. Hot desking is a flexible workspace arrangement where workspaces are not dedicated to specific employees and are not permanently assigned to individual employees. Workspaces are made available to employees on a first-come, first-served basis.
- C. Desk sharing is a flexible workspace arrangement where two or more employees share a desk or office. Each participating employee has a dedicated and permanently assigned desk or office.

### **Section 2. Eligibility and Participation**

- A. The Agency determines which work units and facilities will use flexible workspace arrangements as defined in Section 1 of this Article.
- B. For work units and facilities that use a flexible workspace arrangement, the Agency guarantees a dedicated workspace for the exclusive use (no sharing) for those employees who work onsite four or more days per pay period. Under normal circumstances, the Agency will not change an employee's eligibility if they are on approved leave on the days they are scheduled to work onsite.
- C. The Agency will give due consideration to employees whose position requires proximity to specific workspaces, onsite resources, software applications, tools, etc. even if the employee is working onsite fewer than four days per pay period.
- D. The Agency will provide a traditional workspace to any employee who requires one as a part of a reasonable accommodation.

### **Section 3. Standards**

- A. Most flexible workspace arrangements are expected to be reserved in advance through hoteling. The Agency may provide hot desk workspaces to serve as overflow for hoteling space or for unanticipated needs, regardless of whether a flexible workspace program is established in that facility. The Agency may provide hot desk workspaces as dedicated space (“visitor spaces” or “swing space”) or by providing access to vacant workspaces.
- B. The Agency will provide employees participating in flexible workspace arrangements with access to the same office equipment that is available to employees with traditional workspace arrangements, except that flexible workspace arrangements may have a computer workstation or a docking station and may not have a dedicated printer. The Agency will ensure that office equipment accommodates a wide range of needs.
- C. The Agency will provide employees participating in a flexible workspace program with access to common areas and resources, including conference rooms and meeting spaces. All employees will be provided with access to a system to reserve conference rooms, regardless of whether they are participating in a flexible workspace program. The Parties recognize that additional meeting spaces are critical to the success of a flexible workspace program.
- D. The Agency will provide a system to reserve desks for hoteling and reserve conference rooms and meeting spaces. The Agency will establish limitations on the reservation system to ensure that space cannot be reserved more than two pay periods in advance.
- E. The Agency will provide each employee in a flexible workspace arrangement with a dedicated, lockable cabinet, overhead bin, or storage space. The lockable space might not be in the workspace. Employees will use the lockable space to store personal and work items on days when the employee is not in the flexible workspace.
- F. The Agency will provide hand sanitizer and sanitizing wipes for employees in flexible workplace arrangements.
- G. The Agency will provide employees in flexible workspaces with information and signage to assist in evacuations and other emergency procedures.
- H. Employees are strongly encouraged to leave flexible workspaces clean and orderly at the end of the day.

### **Section 4. Contingencies**

- A. If a change in working conditions as a result of a flexible workspace program in a work unit or facility triggers a duty to bargain under the Federal Service Labor-Management Relations Statute (5 U.S.C. § 7101 et seq.), Article 36,

Mid-term Negotiations, will apply.

- B. If an employee has reserved a workspace through a hoteling arrangement and the workspace is not available, the Agency will find an alternate, suitable workspace if one is available. If an alternate workspace is not available, the employee will be permitted to telework or use leave. Any time spent at the NARA facility attempting to find suitable workspace is duty time. An employee who returns to their telework worksite must use leave or extend their duty day to account for the time spent commuting to their telework worksite, without regard to Core Hours.
- C. If an employee arrives at a NARA facility without making a reservation in advance and finds all hot desks are occupied, it is the employee's responsibility to find another workspace, telework, or request leave.
- D. Employees may request to withdraw from the flexible workspace program. If an employee is approved to withdraw from the program or if an employee is no longer eligible due to other voluntary changes (e.g. change in telework agreement), the Agency will provide a dedicated, permanent workspace within two pay periods. The new workspace might be a different workspace than the workspace that the employee was assigned before they entered the flexible workspace program.
- E. The Agency may end participation in a flexible workspace program for any work unit, facility, or employee when needed, based on a legitimate business need. The end of a flexible workspace program will not impact an existing telework agreement.

## **Article 12 Employee Access to Computers**

- A. The Parties recognize the importance of technology in the success of the Agency and upward mobility for employees. The Agency will consider the need to build digital skills when structuring assignments and offering training opportunities.
- B. All employees will have access to a computer connected to NARANET and the Internet. The Agency will provide a dedicated computer workstation to every employee who is routinely assigned work, including employees who are routinely performing backup duties in FRCP information systems. All employees will have a NARA-issued laptop, tablet, or desktop workstation within two years of the date of enactment of this Agreement.
- C. All employees will be afforded reasonable time to access their email; government resources; work related systems such as Employee Express and Electronic Official Personnel File (eOPF); and to participate in workplace life via platforms such as the Internal Collaboration Network (ICN).
- D. The Agency will provide impacted employees with training whenever it deploys new IT applications and equipment. If training or reference materials are readily available,

they will be shared with all employees through the LMS, ICN, or similar resource.

### **Article 13 Probationary Employees**

- A. Probationary employees will be advised in writing of the applicable critical elements and performance standards at the beginning of the probationary period. The supervisor will explain the requirements and answer any questions the employee may have.
- B. The supervisor will review the performance of the probationary employee at three month intervals and provide counseling regarding any performance deficiencies. If the employee is not performing satisfactorily, the employee will be so advised by the supervisor. The supervisor will inform the employee how to correct their performance. The Parties understand that a probationary employee may be terminated whether or not the supervisor has provided counseling.
- C. The "Standards of Ethical Conduct" will be made available to probationary employees.

### **Article 14 Position Classification**

#### **Section 1. Guidelines**

The Parties agree that positions will be classified in accordance with the government's Classification Standards and 5 U.S.C. Chapter 51. The Agency retains full control of the assignment of duties to a position and who performs those duties.

#### **Section 2. Position Descriptions**

All major recurring duties and responsibilities assigned to an employee on a permanent basis will be reflected in a written position description and classified on a timely basis. Each employee will be provided a complete and accurate description of their position. The Union will be furnished copies of any bargaining unit position description upon request.

#### **Section 3. Requests for Classification Review**

- A. If an employee believes that their position description is inaccurate or that the series or grade is incorrect, the employee or their Union representative should discuss this concern with the immediate supervisor. If the supervisor believes that the position should be re-evaluated, the supervisor will route the request to the Office of Human Capital. If the supervisor does not believe the position should be re-evaluated, the employee may submit a written request to the supervisor detailing the reasons the employee believes the series or grade is incorrect. The supervisor will route the request to the Office of Human Capital.
- B. The employee's formal written request must contain:
  - 1. The present classification of the position and the requested classification;

2. A statement of whether the employee believes their current position description is accurate;
  3. The reasons why the employee believes their current position is erroneously classified; and
  4. Any additional relevant information.
- C. The Agency will provide timely written notification to the employee specifying what action will be taken, if any.
- D. A classification decision resulting from this request will constitute the final classification decision within the agency. If the employee does not accept this decision, the employee may appeal directly to the Office of Personnel Management (OPM), per 5 CFR Part 511 for General Schedule employees or 5 CFR Part 532 for Wage Grade employees. If a desk audit is conducted as part of a classification review, the Union may be present as an observer.

#### **Section 4. Effective Date of Accretion Promotions**

When the Agency makes a final decision that an employee's position is a higher grade, and the employee is to be noncompetitively promoted, the promotion will be effective no later than the second full pay period following the final decision.

### **Article 15 Merit Staffing**

#### **Section 1. Purpose and Policy**

- A. The Parties will promote a merit based culture that provides upward mobility for employees.
- B. The Parties agree that NARA will conduct its merit promotion program in accordance with the requirements of applicable statutes and regulations, including merit systems principles. The Agency will administer the merit staffing program in a manner that does not engage in prohibited personnel practices or violate merit systems principles.

#### **Section 2. Actions Covered by Competitive Procedures**

Competitive procedures will apply to the following types of personnel actions concerning bargaining unit positions:

- A. Promotions (except for those exempt from competition under Section 3 below);
- B. Temporary promotions exceeding 120 days;
- C. Details to higher graded positions or to positions with known promotion potential for more than 120 days;

- D. Reassignment or demotion to a position with more promotion potential than previously held on a permanent basis;
- E. Transfer to a higher graded position than previously held on a permanent basis; and
- F. Reinstatement to a position at a higher grade than the highest grade previously held in the competitive service.

### **Section 3. Actions Not Covered by Competitive Procedures**

The following actions are not covered by competitive procedures:

- A. A change to a new position with no greater promotion potential than the position currently held;
- B. A promotion resulting from a new or corrected classification standard or a classification review;
- C. A position change permitted by reduction in force procedures;
- D. A career ladder promotion;
- E. A position change from a position having known promotion potential to a position having no higher potential;
- F. A temporary promotion of 120 days or less;
- G. Selection from the Reemployment Priority List in accordance with appropriate Federal rules and regulations;
- H. Restoration to a grade or position from which an employee was demoted for reasons other than the employee's misconduct or performance and not at the employee's request;
- I. Consideration of a candidate not given proper consideration in a competitive promotion action; and
- J. Promotions directed by judges, arbitrators, the Federal Labor Relations Authority or other appropriate authority.

### **Section 4. Vacancy Announcements**

- A. Posting Vacancy Announcements.
  - 1. The Agency will make vacancy announcements available through the NARA intranet. Copies of vacancy announcements will be provided electronically to the Council President. The Agency will provide notice of all vacancy announcements to employees on the ICN or otherwise make it available to

employees when the announcement opens.

2. Announcements will be posted for at least 7 work days before the closing date except for remote positions advertised as open to the public or open to current Federal employees.
  3. Open continuous announcements will remain posted until a closing notice is issued.
  4. All positions that are advertised for external candidates will also be advertised internally as merit promotion announcements except where there is a legitimate business need to only post the position externally.
  5. If a vacancy announcement has been posted and any substantive information is later found to be in error or subsequently changed, the announcement must be re-posted for 7 work days (except for remote positions advertised as open to the public or open to all Federal employees);
- B. Remote Vacancy Announcements. The Agency may close a vacancy announcement before the end of the 7 work day period in Section 4A of this Article only when all of the following conditions apply:
1. The vacancy is advertised as a remote job;
  2. The vacancy is advertised as open to the public or open to current Federal employees;
  3. The Agency has established in advance a maximum number of applications that it will consider for the vacancy, that maximum number has been included in the vacancy announcement, and the Agency has received the advertised number of applications; and
  4. The Agency posted a separate, NARA-internal announcement to USAJobs for the same position. The NARA-only announcement will be open to NARA employees for at least 7 work days and without regard to the number of applications received for this or any other announcement.
- C. The Agency will provide the Union with a yearly accounting of the number of bargaining unit vacancies by grade and series filled by internal candidates and those filled by external candidates. The information will also include the retention rate for external selectees for the prior year.
- D. In addition to information required by USA Jobs, vacancy announcements will include the following information:
1. Test to be used, if any;
  2. All selective placement factors;

3. A summary of criteria to be used in ranking the candidates, including the knowledge, skills, and abilities, and/or competencies to be evaluated;
  4. Summary of the duties of the position;
  5. Summary of eligibility and qualifications requirements;
  6. Special working conditions such as irregular tour of duty or frequent travel requirements;
  7. A statement that the position is in the AFGE bargaining unit; and
  8. Additional specific information relevant to the evaluation of candidates, e.g. writing samples, portfolios.
- E. To the fullest extent practicable, qualifications requirements for internal announcements will be broadly based and not specific to particular systems or applications.

### **Section 5. Referral List**

- A. The Agency will establish a best qualified list. Ineligible applicants will be notified in writing of the determination of ineligibility and upon request will be given an explanation as to why they were not referred.
- B. An assessment questionnaire will be fair and objective and be based on a job analysis to identify the knowledge, skills, and abilities and/or competencies for successful job performance.

### **Section 6. Priority Consideration**

Priority consideration is consideration for an appropriate vacancy given to an employee because of previous failure to properly consider the employee in a merit promotion action. Procedures for priority consideration will be negotiated at the time of determination or settlement.

### **Section 7. Selection**

- A. If the selecting official interviews any referred bargaining unit candidates then they will interview all referred bargaining unit employees, except as provided for in Section 7B of this Article. Any practical means of interview is acceptable.
- B. If more than 10 bargaining unit candidates are referred on a certificate of eligibles, a selecting official may interview fewer than all referred bargaining unit employees if the selecting official establishes a panel of employees to review application packages and recommend a limited number of employees to interview. This panel will not include employees otherwise involved in the selection process. The selecting

official will provide the panel with objective criteria for limiting the number of employees interviewed. Such criteria will be provided to applicants or the Union upon request.

### **Section 8. Employee Information**

- A. Upon request to the Office of Human Capital, an employee will be provided the following information for each vacancy applied for: whether the employee meets minimum qualification requirements, whether the employee was referred to the selecting official, and the name of the employee selected for the vacancy.
- B. Upon request to the selecting official, an employee will be provided the following information: specific reason(s) why the employee was not selected, and what areas they can improve. The selecting official will also identify any training that may help the employee improve their chances of future promotion.

### **Section 9. Career Ladders**

- A. Career advancement is the intent of the career ladder system. Promotions within career ladders are neither automatic nor mandatory.
- B. In order to receive a career ladder promotion, an employee must meet all eligibility requirements. The Agency may establish eligibility requirements in addition to time in grade and performance.
- C. The supervisor will communicate all career ladder criteria including the anticipated date of next promotion to the employee at the time of initial entry and annually thereafter until the employee reaches their full performance level.
- D. In order to be eligible the employee's most recent overall performance rating must be at least fully successful. When an employee is performing above the level of fully successful at the last rating of record in a career ladder position, the employee is presumed to be ready for promotion to the next grade in the career ladder.
- E. If, in the judgment of the supervisor, the employee is not on track to be ready for promotion the supervisor will have ongoing communications with the employee regarding their performance and provide specific feedback for promotion to the next grade in the career ladder per Article 18, Section 5.
- F. In the event the supervisor has denied a career ladder promotion, the supervisor will notify the employee which specific requirements have not been met.
- G. When the employee meets all of the eligibility requirements and the supervisor determines the employee is ready for career ladder promotion, the supervisor will effectuate the employee's promotion.

### **Section 10. Information on Selection Decisions**

Upon completion of the selection process, the Agency will provide the Union with copies of

the information and documentation used to make the selection decision upon request. The Union will not improperly disclose the information or documentation provided.

### **Section 11. Temporary Promotions/Higher-Graded Details**

Employees will not be detailed or temporarily promoted to higher graded positions for more than a cumulative total of 120 days in a calendar year without competition. When the assignment exceeds 120 days, the temporary promotion/detail will be competitive.

### **Section 12. Career Paths**

When the Council identifies positions or work units where gaps in career paths may inhibit career progress for employees, the Agency will consider the Council's submission and respond within 60 calendar days.

### **Article 16 New Employee Orientation**

Upon request the Union will be afforded the opportunity to provide general information to bargaining unit employees at new employee orientation sessions. Each pay period, the Agency will provide the Union with a list of new hires, by bargaining unit status, who will be on-boarded in the next (upcoming) pay period. The Union may provide contact information, the National Agreement, and any other information on employee rights and benefits, but will not engage in recruitment at the new employee orientation sessions.

### **Article 17 Details and Reassignments**

#### **Section 1. General**

- A. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period. The employee continues to be the incumbent of the position from which they are detailed. Details to a higher graded position in excess of 30 days will be documented and maintained in the employee's electronic Official Personnel Folder (eOPF).
- B. For the purposes of time-in-grade, promotions and evaluations, an employee will not be adversely affected by a detail to a lower graded position.
- C. An employee detailed to a different duty station or different work schedule will be given 15 days written notification, except in the case of an agency exigency. An employee may waive the 15-day notification requirement.
- D. All leave previously requested and approved will be transferred with the employee, except in the case of an agency exigency.
- E. If an employee with a disabling condition as defined in 29 CFR §1630 is detailed, appropriate accommodations will be provided in the new position, in accordance with applicable laws and regulations.

- F. An employee, who has been injured on the job, may be detailed in accordance with OWCP procedures.
- G. The Agency may make reassignments to address allegations of a hostile work environment without regard to the notification timelines in Sections 1, 4, and 5 of this Article.

### **Section 2. Details up to 120 days**

- A. Managers and supervisors will advertise all General Schedule and Wage Grade opportunities internally for a minimum of 5 work days before making a selection.
- B. All permanent employees are eligible to apply for details with the exception of staff members who:
  - 1. Have documented performance at less than fully successful level;
  - 2. Are on leave restriction;
  - 3. Have received disciplinary actions within the last 6 months; or
  - 4. Are in a probationary period.
- C. The hiring manager or supervisor will:
  - 1. Make selections based on the information provided by the applicant as it relates to the criteria described in the announcement; and
  - 2. Evaluate applications based on factors such as the probability of successful completion and the expected benefits to both the agency and the employee.

### **Section 3. Details greater than 120 days**

Details for more than 120 days will be accomplished through the competitive procedures contained in Article 15, Merit Staffing.

### **Section 4. Management Directed Reassignments**

- A. Definition. Reassignment means a temporary or permanent change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.
- B. An employee reassigned to a different duty station or position will be given at least 30 days of informal notice before providing 15 days written notification, except in the case of an agency exigency.
- C. When the Agency determines the need to reassign employees solely to meet an unfilled need to perform specific work functions or complete a work product, the Agency will first seek volunteers by advertising the opportunities internally for a

minimum of 5 work days before making a reassignment.

- D. Employees who are reassigned will receive adequate training in the duties and responsibilities of the new position.
- E. All leave previously requested and approved will be transferred with the employee, except in the case of an agency exigency.
- F. If an employee with a disabling condition as defined in 29 CFR §1630 is reassigned, appropriate accommodations will be provided in the new position, in accordance with applicable laws and regulations.
- G. An employee, who has been injured on the job, may be reassigned in accordance with OWCP procedures.
- H. The Agency agrees to give the Union 15 days notice before reassigning a Union Representative.

### **Section 5. Voluntary Reassignments**

- A. Employees may request to be reassigned. It is the responsibility of the employee to locate a position to which the employee would like to be reassigned. Unless there is an established local practice, the employee, or the employee's Union representative, will submit a written request to the employee's supervisor who will route the request to the appropriate decision making official.
- B. The Agency will consider a voluntary reassignment request and respond to the employee within 15 work days. If the request is denied, Management will inform the employee of the reasons for the denial.
- C. The Union and employees understand that Management is under no obligation to grant a voluntary reassignment request.
- D. Employees who are reassigned will receive adequate training in the duties and responsibilities of the new position.

## **Article 18 Performance Management System**

### **Section 1. General**

- A. The Performance Management System will be administered in accordance with the terms of this Agreement, Merit Systems Principles, NARA policy, as well as all Federal statutes and regulations. The Agency will administer the Performance Management System in a way so that it does not engage in Prohibited Personnel Practices.
- B. USAPerformance (USAP) is the Agency's information system that automates performance appraisal process workflows. All references in this Article to "writing" or "written" communication of performance plans, performance feedback, performance

appraisals, or performance ratings includes electronic transmission of this information through automated forms in USAP.

## **Section 2. Definitions**

For the purpose of this Article, the following definitions apply:

- A. Performance appraisal is the process of comparing actual job performance against performance standards, rating each critical element, and calculating a summary rating.
- B. Performance standards are statements of the expectations or requirements established by Management for a critical element at a particular rating level. These should include distinctions to differentiate among outstanding, highly successful, fully successful, and minimally satisfactory.
- C. A Critical Element is a component of a position consisting of one or more duties and responsibilities that contribute toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.
- D. The rating of record is the official written summary of an employee's performance given at the end of the rating period and is determined by evaluating the employee's performance against the employee's written performance standards.

## **Section 3. Establishing Performance Standards**

- A. Uniform Performance Appraisal Rating Periods. The annual appraisal period for all NARA employees is October 1 through September 30 of each fiscal year.
- B. Performance Levels. The level of performance for each individual element and the summary rating are: outstanding, highly successful, fully successful, minimally satisfactory, and unacceptable.
- C. General Performance Level Definitions.
  - 1. Outstanding. High quality performance that results in extraordinary and exceptional accomplishments with significant contributions to organizational objectives. Performance that consistently far exceeds standards established at the highly successful level.
  - 2. Highly successful. Performance that consistently generates results above those expected of the position. Performance exceeds standards established at the fully successful level and makes a significant contribution towards achieving organizational objectives.
  - 3. Fully successful. Acceptable performance and work quality and quantity indicative of a fully competent employee. Performance meets all standards

established at this level and contributes towards achieving organizational objectives.

4. Minimally satisfactory. Performance below the level expected of the position; the minimum level for retention on the job. Performance meets standards established at the minimally satisfactory level.
  5. Unacceptable. Performance that is inadequate for retention in the job. Performance fails to meet minimally satisfactory performance standards on one or more critical elements.
- D. Each employee will be issued a performance plan with critical elements and performance standards specifically defined for their position. Performance standards will be clear, attainable, and, to the extent possible, measurable and outcome-oriented. Examples of outcome-oriented performance standards are standards that establish expectations related to quality, quantity, timeliness, or cost-effectiveness. Performance standards will be formulated in a manner that is impartial, equitable, and fair.

#### **Section 4. Procedures for Issuing Performance Plans**

- A. The employee will receive, within 30 calendar days of the start of the new rating period, in writing, the critical elements and performance standards for their position. Performance plans will be issued on an annual basis, or when the employee changes positions, or when a critical element or performance standard is changed, or when the employee is assigned to a new supervisor.
- B. At the time the supervisor issues the written critical elements and performance standards to the employee through USAP, the supervisor, the employee and the employee's Union representative (if the employee elects to have one present) will discuss the critical elements and performance standards.
- C. If the critical elements or performance standards are unclear to the employee, the supervisor will seek to clarify the elements and standards. If the employee has suggestions for changes to the office-specific elements and standards, the supervisor will consider the employee's requested changes before completing the plan. Management has the right to establish critical elements and performance standards.
- D. After the discussion has been completed, and all suggested changes considered, the supervisor and employee will complete and sign the employee's performance plan in USAP. A copy will be available in USAP for review by the employee. The Agency will provide a copy of the performance plan to the employee's Union representative, if any. The final performance plan will be issued within 15 calendar days of the employee's receipt of the initial performance plan described in Section 4A of this Article.

#### **Section 5. Performance Feedback**

- A. Supervisors will provide constructive feedback regarding performance on a regular basis during the rating period. If at any time during the rating period, a supervisor finds that an employee's performance is below fully successful, the supervisor will provide assistance to improve performance. Subject to the availability of funds, training will be made available when it would assist in improving employee performance.
- B. At a minimum, the supervisor will provide written and verbal performance feedback at both the middle and end of the appraisal period. Performance reviews will be documented in accordance with NARA policy.
- C. During the performance reviews, an employee will be provided specific written feedback regarding their performance compared to the standards in the performance plan. At the mid-year performance review and upon request, the supervisor will explain to the employee how the employee's performance would be rated as of that date.
- D. At the annual performance review, the supervisor will provide the employee with a rating for each applicable critical element and a summary rating for the appraisal period.
  - 1. Each critical element will be assigned points based on the rating for that critical element, as follows:
    - a. Outstanding = 5
    - b. Highly Successful = 4
    - c. Fully Successful = 3
    - d. Minimally Satisfactory = 2
    - e. Unacceptable = 1
  - 2. The performance management system will calculate the summary rating by averaging the points assigned to all critical elements. The scale for assigning the summary rating is:
    - a. Outstanding = 4.50-5.00
    - b. Highly Successful = 3.50-4.49
    - c. Fully Successful = 2.50-3.49
    - d. Minimally Satisfactory = 2.00-2.49
    - e. Unacceptable = 1.00-1.99

3. Exceptions to the formula:
  - a. If an employee receives minimally satisfactory (MS) on one or more critical elements regardless of the average point score, they cannot receive a summary rating higher than Fully Successful (FS).
  - b. A summary rating of Unacceptable will be assigned if any critical element is rated Unacceptable.
- E. The rating for each element will be explained in writing. Each employee will be provided access to their performance appraisal within 60 days after the end of the appraisal period.
- F. During performance reviews, supervisors will provide individualized feedback based on the employee's input and the supervisor's own observations. Employees are encouraged to provide their supervisor with a summary of their accomplishments prior to the mid-year and annual performance review.
- G. The supervisor will make appropriate allowances for work-related factors that were beyond the control of the employee which may have made it more difficult, or impossible, to meet the written performance standards.
- H. During the performance reviews, an employee will be provided specific written feedback regarding their performance compared to the standards in the performance plan. During mid-year and annual performance reviews, the supervisor will answer any questions the employee may have concerning what is necessary to improve performance. When an employee's performance compared to standards has changed from the previous rating period, the employee may request that the supervisor explain the difference. The employee may submit written comments regarding the review that will be retained by the supervisor outside of USAP. Employee comments are not approved for retention in Official Personnel Files (eOPF).
- I. An employee's signature on the performance appraisal acknowledges receipt and does not document agreement. The employee will not be required to sign the performance appraisal.
- J. Performance reviews should be an open, honest, and two-way conversation between an employee and the supervisor. Normally the Union and Labor Relations are not entitled to be present at performance review discussions.
- K. Employees may grieve their annual performance appraisals, including the factual basis for information included in the narrative.
- L. At the employee's request the supervisor will provide copies of materials, if any, not otherwise available to the employee that the supervisor used to assess the employee's performance. Any request for such materials will not extend the period

for filing a grievance on a performance appraisal.

## **Section 6. Unacceptable Performance**

- A. Performance which is below the minimally satisfactory level on one or more critical elements is unacceptable.
- B. When performance is unacceptable the supervisor must notify the employee in writing and allow the employee a reasonable opportunity period to demonstrate acceptable performance before taking any performance based action.
- C. This notice to the employee will:
  - 1. Identify the critical element(s) for which performance is unacceptable;
  - 2. Inform the employee of the performance standards that must be reached in order to be retained in the position;
  - 3. Give the employee a reasonable opportunity to demonstrate acceptable performance; and
  - 4. Indicate the assistance that will be provided.
- D. During the opportunity period, the supervisor will provide active and appropriate assistance to help the employee improve their performance. This assistance may consist of closer supervision, counseling, guidance, formal training, or other assistance as determined by the supervisor.
- E. If – at the conclusion of the opportunity period – the employee's performance is still unacceptable and Management proposes to reduce the employee in grade or remove the employee from service, the employee is entitled to:
  - 1. Thirty calendar days' advance written notice of the proposed action specifying instances of unacceptable performance on which the proposed action is based, the critical element(s) involved in each instance of unacceptable performance, and, if a performance appraisal has been prepared, a copy of the performance appraisal.
  - 2. Notification that the employee has the right to reply to the proposal verbally and/or in writing and to be represented by the Union (or by another representative, including an attorney);
  - 3. A reasonable period of time for the employee to answer verbally and/or in writing. Normally the time allowed should not be less than 15 calendar days following the date the employee receives the notice; and
  - 4. A written decision that specifies the instances of unacceptable performance on which the action is based.

- F. Management must issue its written final decision no later than 30 calendar days after the expiration of the notice period. The deciding official may extend the notice period by no more than 30 additional calendar days.

**Section 7. Within-Grade Increases (WGI)**

- A. If a WGI is denied for an employee, the employee will be informed in writing of:
  - 1. The reason(s) for the negative determination;
  - 2. The respects in which performance must be improved in order to achieve an acceptable level of competence; and
  - 3. The right to request reconsideration of the negative determination.
- B. The explanation of the right to request reconsideration will include notification that:
  - 1. The request must be made in writing within 15 calendar days of receipt of the negative determination;
  - 2. The employee, if otherwise in a duty status, will be granted a reasonable amount of duty time to review the material that is the basis of the negative determination and to prepare a response;
  - 3. The employee will have the right to be represented by the Union (or other representative); and
  - 4. The name and address of the Management official to whom the request for reconsideration should be delivered. This person will be an official at a higher level than the reviewing official.
- C. The Management official who receives a request for reconsideration, will issue a decision on the request for reconsideration within the following time limits:
  - 1. After receipt of the request for reconsideration, the decision will be issued within 15 calendar days; however, if Management needs additional time, the employee and/or representative must be notified of the reason(s) for delay and the estimated date of the decision.
  - 2. If the decision is to grant the WGI, the decision will be made retroactive to the first day of the first pay period following completion of the waiting period and in compliance with the conditions of eligibility.
  - 3. If the decision is to deny the WGI, the notice of decision will inform the employee of the right to grieve under the negotiated grievance procedure.
  - 4. When a WGI has been withheld, the rating official may, at any time at least 90 calendar days after the denial, determine that the employee has

demonstrated sustained performance at an acceptable level of competence, prepare a new rating of record, and grant the WGI. However, the rating official is only required to determine whether an employee's performance is at an acceptable level of competence after each 52 weeks following the original eligibility date for the WGI.

### **Section 8. Performance Awards**

- A. An annual rating of record of "outstanding," "highly successful," or "fully successful" may be the basis for an award of cash or time off. Awards are subject to Management approval. If granted, an award may be made in accordance with the memorandum of understanding between the Parties (August 2019). Upon issuance of new Federal guidance regarding awards, the parties will engage in bargaining over a new memorandum of understanding.
- B. An employee must be consulted and agree to receive time off in lieu of cash for the annual performance award. An employee may also request time off; however, the Reviewing Official makes the decision on whether to grant cash or time off.
- C. Awards should be made as promptly as practicable.

### **Section 9. Keeping Records of Performance**

The employee and the employee's Union representative have the right to a copy of any records of performance.

### **Section 10. Quantifiable Standards**

- A. Where the physical layout, equipment, or other constraints impact performance of tasks the Agency will establish a separate standard for that facility.
- B. When Management includes quantifiable standards in an employee's performance plan, the plan will explicitly consider the quality of the work performed and will include a minimum of one critical element not based on quantifiable standards.

### **Section 11. Individual Development Plans**

- A. An individual development plan (IDP) is a tool to assist employees in career and personal development. Its primary purpose is to help employees reach short and long-term career goals, as well as improve current job performance.
- B. Bargaining unit employees may develop an IDP, but no bargaining unit employee will be required to do so. The supervisor will meet with the employee and make a good faith effort to provide constructive feedback towards a working IDP.
- C. Any training, travel, or other expenses identified in the IDP are subject to the availability of funds.

## **Article 19 Incentive and Suggestion Awards**

### **Section 1. Purpose and Policy**

- A. The Parties agree that substantial benefits and enhanced productivity may accrue through an Incentive Awards Program and an Employee Suggestion Awards Program which objectively recognize and may financially reward employee accomplishments.
- B. The Union agrees to encourage employees to participate in these programs.
- C. The Agency may, when appropriate, provide financial incentives and rewards for employees recognized under these programs.

### **Section 2. Types of Awards**

- A. A superior accomplishment award means a monetary or non-monetary award for a contribution resulting in tangible benefits or savings and/or intangible benefits to the Government.
- B. A special act or service award means a contribution or accomplishment in the public interest which is granted to recognize a superior accomplishment or other personal effort that contributes to the quality, efficiency, or economy of NARA's mission or operations.
- C. A spot award means an expeditious means of providing a monetary award for a special act or service.
- D. A time off award means an award that provides paid time off from work without charge to the employee's leave balance granted to recognize a superior accomplishment or other personal effort that contributes to the quality, efficiency, or economy of NARA's mission or operations.
- E. A non-monetary award is recognition of an employee's achievement through an honorary award or an informal recognition award.
- F. Group performance awards may be given to recognize superior accomplishments by a group of employees on a special project, workload (quality and/or quantity) or assignment, or for a special act or service.

### **Section 3. Employee Suggestion Awards**

- A. Suggestion awards may be granted for adopted solutions to a potential or ongoing problem that results in a cost savings or increases the efficiency or effectiveness of NARA or Government operations.
- B. Executives and Staff Directors who adopt suggestions received through the Employee Suggestion Program may grant suggestion awards when appropriate to

reward employee innovations and encourage future suggestions.

- C. Suggestion awards may be granted for tangible or intangible benefits to the Agency.
- D. Suggestion awards will be administered in accordance with applicable NARA policies.

#### **Section 4. Re-negotiation**

Nothing in this Agreement regarding incentive awards will bar future negotiations over incentive awards. If negotiations are requested, such negotiations will be subject to the provisions of Article 36, Mid-term Negotiations.

### **Article 20 FRCP Production Standards and Productivity Awards**

#### **Section 1. Production Standards**

- A. A productivity award is a monetary award given to an employee who exceeds production standards at an acceptable level of quality. These awards apply to employees on FRCP production standards and are issued on a recurring basis not less than once a quarter.
- B. The FRCP production standards in place on the effective date of this Agreement will remain in place except as amended according to the procedures in this Section.
- C. Where the physical layout, equipment, or other constraints impact performance of tasks the Agency will establish a separate standard for that facility.
- D. FRCP production standards are derived from past performance data. When calculating new FRCP production standards or recalculating existing FRCP production standards:
  - 1. The Agency will calculate the average performance against the standard over the preceding period. The Agency will exclude the performance data of employees who have received counseling or disciplinary actions for unsafe acts during the period being studied. The Agency will exclude the highest and lowest performing employees' data from the average, unless there are mitigating circumstances.
  - 2. The Agency will reduce the resulting average by 10 percent. The resulting rate will be the new production standard for that task.
- E. Communicating employee performance against standard.
  - 1. When an employee is assigned Tasks with a quantifiable Federal Records Centers Program (FRCP) production standard, the Agency will provide the employee with a weekly report on the employee's performance against each applicable production standard. The supervisor will ordinarily meet

one-on-one with each applicable employee to discuss their performance against standard on at least a monthly basis. The Agency will provide job aids that explain weekly reports on performance against standard and make the job aids available to employees.

2. When an FRCP employee performs at a level below the applicable production standard, the supervisor will meet with the employee on a weekly basis to identify interventions to improve the employee's performance, including training or an Individual Development Plan. The Agency will accommodate employee requests for training, subject to availability of funds.
- F. When the Agency establishes or changes the Federal Records Centers Program (FRCP) production standards or the methodology used to calculate the standard the Agency will notify the Council before implementing the change.
1. The Council will have 20 calendar days to submit recommendations concerning the changes, but may request an extension. The Agency will give due consideration to the Council's recommendations prior to implementing the change.
  2. The Agency will consider the Council's recommendations and respond to the Council within 15 calendar days. If any recommendations are declined, the Agency will inform the Council of the reasons it declined to implement them.
  3. Management makes the final decision on productivity standards and the methodology used to calculate the standards.
- G. The Agency will review selected FRCP production standards on at least an annual basis to ensure they are appropriate and relevant. The Parties will work collaboratively to solicit feedback from the bargaining unit at the facility level to identify specific production standards that should be reviewed.
- H. The provisions related to quantifiable standards in Section 10 of Article 18 also apply to FRCP production standards.

## **Section 2. Productivity Awards**

- A. The productivity award procedures and amounts in effect as of the date of this Agreement for exceeding FRCP production standards will continue. Except as provided in Section 2B of this Article, Management agrees it will not make any changes in the amount of the monetary awards without first giving the Union the opportunity to bargain, as consistent with law and this Agreement.
- B. The productivity award amounts provided under this Article will increase annually at the same rate and at the same time as the Federal pay raise. Amounts will be rounded up to the nearest \$5.

## **Section 3. Pilot Program**

The parties have agreed to jointly establish a six-month pilot program that will test an alternate procedure for calculating productivity awards. By mutual agreement, at the conclusion of the pilot, the parties may bargain a new national productivity awards program subject to the provisions of Article 36, Mid-term Negotiations.

#### **Section 4. Re-negotiation**

Nothing in this Agreement regarding productivity awards will bar future negotiations over productivity awards. If negotiations are requested, such negotiations will be subject to the provisions of Article 36, Mid-term Negotiations.

#### **Article 21 Privacy**

##### **Section 1. Personnel Files**

- A. The Agency has the right to establish, maintain and retain employee personnel records in accordance with law, rule, regulation and this Agreement. These files include the electronic Official Personnel File (eOPF), the Employee Performance File (EPF), and the supervisors' unofficial personnel files. The eOPF is the official record of a Federal employee's government service. The eOPF includes, but is not limited to, Standard Form 50s, health benefit election forms, and disciplinary actions. The EPF contains employee's annual performance appraisals. The supervisors' unofficial personnel files may contain copies of material placed in an employee's eOPF and/or EPF, copies of counseling letters, memorandums of record or conversation, and the supervisor's notes.
- B. Personnel records kept by an employee's immediate supervisor will be maintained in a secure, confidential file and will be accessed only by the employee, the employee's representative, authorized in writing, and officials with an administrative need to know its contents. Employees and/or their representative, authorized in writing, will be granted access to all information in their unofficial personnel file maintained by the supervisor within a reasonable period of time, normally within 5 work days.
- C. Employees and their representatives, authorized in writing, will have the right to review the eOPF and EPF without charge to leave or loss of pay. The Agency agrees to accommodate reasonable requests for printed copies of the eOPF and EPF or portions thereof.
- D. Records maintained in supervisors' unofficial personnel files will only be those that are administratively needed. Records will be retained as long as an administrative need exists.
- E. Only records that are part of an official record to which the employee has access will be used in personnel actions affecting the employee.

##### **Section 2. Medical Information**

The Parties agree that there are circumstances within the employment relationship which require the Agency to request medical documentation. These include:

- A. Reasonable accommodation, as discussed in Article 5 of this Agreement.
- B. To support a benefit of employment, such as
  - 1. Family Medical Leave Act (FMLA); or
  - 2. Voluntary Leave Transfer Program (VLTP).
- C. When the position encumbered or applied for has physical or medical requirements, as detailed in 5 CFR Part 339.

### **Section 3. Security Cameras and Physical Access Control System (PACS) Data**

- A. The Agency uses security camera footage and Physical Access Control System (PACS) data as evidence in audits and investigations. Security camera footage and PACS data will not be used as a method of monitoring for non-security purposes.
- B. The Agency will not use security camera footage or PACS data to initiate an administrative investigation, performance-based action, or discipline-based action. The Agency may review existing footage and PACS data when needed in the course of an administrative investigation. The Agency will use footage and PACS data whenever needed to maintain security. The Agency may use footage or PACS data in an audit, criminal investigation, or Office of the Inspector General (OIG) referral.
- C. Security cameras and PACS data will not be used to monitor employee productivity.
- D. If the Agency uses security camera footage and/or PACS data to support an administrative action, the employee and the Union, if representing the employee, will be provided a copy of all relevant evidence collected through such surveillance.
- E. Supervisors will not be provided with security camera footage and/or PACS data except when needed to maintain security or in a criminal investigation or through the process described in Section 3F of this Article.
- F. When security camera footage and/or PACS data are needed, NARA's human resources shared services provider (ARC) and the Chief Human Capital Officer ("CHCO", or designee) will determine whether the footage or PACS data is necessary to support an administrative investigation, performance-based action, or discipline-based action. ARC or the CHCO (or designee) will request footage and/or PACS data from the Security Management Division (BX) or, at facilities other than Archives I and Archives II, the Designated Official. ARC or the CHCO (or designee) will review the footage and/or PACS data before sharing it with the proposing or deciding official.
- G. The Union may request footage and/or PACS data through the information request

process in Article 32, Labor Management Relations.

#### **Section 4. Desktop, Laptop, and Mobile Device Cameras, Microphones, and GPS; and Meeting Recordings**

- A. The Agency will not require an employee to turn on webcams, desktop / laptop cameras, or cell phone cameras in meetings.
- B. The Agency will not deliberately activate cameras or microphones in or attached to NARA-issued IT equipment. The Agency will not use video or audio recordings from webcams, desktop / laptop cameras or microphones, or cell phone cameras for productivity monitoring or disciplinary purposes. The Agency will not use global positioning system (GPS) information from laptops or mobile devices for productivity monitoring or disciplinary purposes. The Agency will use video recordings, audio recordings, and GPS data whenever needed to maintain security and may also use this data in an audit, criminal investigation, or OIG referral.
- C. The Agency will not record meetings unless there is a legitimate business need. Attendees will be informed of the purpose of the recording and who will have access to the recording and/or any transcripts.
- D. When a meeting is recorded, all attendees will be notified at the start of the meeting. Employees who do not want to be recorded or on camera may be required to attend but will not be required to participate. The Agency records All-Hands meetings, Town Halls, and similar meetings, as well as training events, and may not provide advance notice that these meetings are recorded.

#### **Section 5. Google Suite and Collaboration Tools**

- A. The Agency will not use Google Suite and collaboration tools as a surveillance tool, except when needed for security and to ensure compliance with laws.
- B. The Agency will not use an employee's Google Status indicator, or presence or lack of presence in a shared document, to validate time and attendance data and will not initiate performance-based actions or disciplinary actions based on this information alone.
- C. The Agency may use shared Google documents or other collaboration tools as a training tool, including for performance improvement.
- D. A supervisor may require a direct report to share their Google calendar at a "details" level with the supervisor only. Employees may mark individual appointments as "private" to block detailed information on the appointment when privacy is needed. A supervisor may require an employee to share the employee's Google calendar with other employees at the "free/busy" level, but not at the "detail" level.
- E. A manager or supervisor may require a shared calendar where the employee or leave-granting official notes absences but will not post, and will not require

employees to post, any details regarding the absence other than days and/or start and end times. Shared leave calendars are for informational purposes only and will not be used for time and attendance purposes.

- F. The Agency will not use keystroke loggers or other employee monitoring software or devices to monitor employee productivity.

### **Section 6. Photographing Employees**

- A. Employees have the right to refuse to be photographed or recorded on video, other than for security purposes, by the Agency. An employee must refuse in each instance and cannot provide a blanket refusal.
- B. The Agency will obtain a release from employees before using employee photographs or video recordings for promotional purposes.

## **Article 22 Occupational Safety and Health**

### **Section 1. Policy**

- A. The Parties have a mutual interest in a safe and healthful work environment. The Parties value the contribution this makes to the accomplishment of the Agency's mission and to the quality of work life of all employees.
- B. The Agency is responsible for providing a safe and healthful workplace in accordance with Federal law and regulations. The Parties agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Agency's control.
- C. Employees and Management will comply with occupational safety and health standards, orders, and regulations applicable to their positions.
- D. When the Agency introduces a new work function, new work process, or new equipment of a type not previously used in the Agency, the Agency will conduct a job hazard analysis in accordance with OSHA standards and NARA 235 in order to identify and mitigate job hazards. Upon request from the Council, the Agency will conduct a job hazard analysis on existing work functions, processes, or equipment.

### **Section 2. First Aid Kits**

The Agency will ensure that first aid kits are available, accessible, and kept well stocked. Supplies in the first aid kit will be up-to-date and not expired. The Agency will ensure that employees are aware of the location of the first aid kits.

### **Section 3. Occupational Safety and Health Committees**

The Parties will continue to maintain the occupational safety and health committees in existence as of the effective date of this Agreement. Committees will be established at

facilities that presently do not have a committee, absent joint agreement by the Union and the Agency. All committees will be established and/or operated in accordance with 29 CFR Part 1960.

#### **Section 4. Union Participation**

- A. The Agency will afford the Union the opportunity to participate in any and all safety and health inspections or assessments.
- B. The Agency will afford Union Council Officers and Representatives (as designated in Article 33 of this Agreement) the opportunity to attend Agency-sponsored safety and health training.

#### **Section 5. Reporting Unsafe and/or Unhealthful Working Conditions**

- A. Employees have a right without fear of penalty or reprisal to report unsafe and/or unhealthful working conditions to their supervisors and/or health and safety committee members. Employees must report unsafe and unhealthful working conditions, including unsafe acts by contractor employees, as soon as such conditions come to their attention.
- B. The Agency will make available reports received regarding unsafe and/or unhealthful working conditions and information regarding any action(s) taken to Safety and Health Committees and the Union upon request.
- C. Managers and supervisors are responsible for the health and safety of the employees under their supervision and will take timely and effective actions to address reports of unsafe and/or unhealthful working conditions. Managers and supervisors will report unsafe acts by contractor employees to the Contracting Officer Representative (COR) or Contracting Officer (CO).
- D. When Management receives a report that a dangerous, unhealthful or potentially dangerous condition is present at a particular worksite, Management shall notify the local Health and Safety Committee of the alleged dangerous or unhealthful condition.

#### **Section 6. Imminent Danger Situations**

- A. An imminent danger is any condition or practice in any workplace which is such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the danger can be eliminated through normal procedures (29 CFR § 1960.2(u)).
- B. In the case of imminent danger situations, the employee must immediately report the situation to a manager or supervisor.
- C. An employee has the right to refuse to do a task only if all of the following conditions are met:
  - 1. Where possible, the employee has notified Management of the situation and

Management failed to eliminate the danger;

2. The employee believes that an imminent danger exists; and
  3. A reasonable person would agree that an imminent danger exists.
- D. Once the condition is corrected, the employee must return to work. If the supervisor cannot correct the condition or does not believe that an imminent danger condition exists, the supervisor must request an assessment by the appropriate safety officer and/or Management representative. While awaiting an assessment and the completion of any repairs resulting from the assessment, Management may assign the employee other appropriate work.
- E. When requested under Section 6D of this Article, the safety officer or Management representative must assess the condition or practice and issue a written determination of whether the condition poses an imminent danger. The written determination will be provided to the appropriate supervisor, employees, and the Union. Instructions to return to work shall be in writing. Refusal to perform an assignment after receiving an instruction to return to work may result in disciplinary action.

### **Section 7. Recordkeeping**

- A. The Agency will maintain a log of all workplace related injuries. The log will include information required by law and regulation.
- B. The Agency will maintain a log of each report of existing or potential unsafe and unhealthy working conditions. The log will include information as required by law and regulation.

### **Section 8. Workers' Compensation**

- A. NARA 316 is the governing directive for NARA's Workers' Compensation Program.
- B. The Agency will annually notify employees of workers' compensation rights, and procedures, and will post and maintain this information on its website. The Agency will provide supervisors and employees with resources in the form of job aids and fact sheets that clearly explain workers' compensation processes and employee rights.
- C. The Department of the Treasury, Bureau of the Fiscal Service, Administrative Resource Center (ARC) administers NARA's workers' compensation program on behalf of the Agency. When an employee is injured on the job or suffers a work-related illness, the employee or their supervisor must report the workplace injury or illness to ARC and to NARA's workplace safety program at [safety@nara.gov](mailto:safety@nara.gov). When an employee or supervisor reports a workplace injury or illness, ARC will inform the employee of their rights and assist them in completing Department of Labor forms.

## **Section 9. Smoking**

Designated smoking areas in place at the execution of this Agreement will remain in effect. NARA policies on smoking apply to vaping.

## **Section 10. Biological and Chemical Hazards**

- A. The Agency will identify positions that use chemicals in performance of their duties.
- B. The Agency will inform an employee(s) if they occupy a position that uses chemicals in performance of their duties.
- C. The Agency will provide employees with Safety Data Sheets (SDS) for chemicals that they handle or are exposed to in performance of their duties.
- D. An employee may submit a memorandum to the Agency documenting their exposure to a hazardous chemical(s).
- E. When large scale applications of chemicals (e.g., pesticides, fumigation) will be used, the Agency will notify the Union and affected employees.
- F. The Agency will assess areas where water leakage and collection have occurred for potential mold growth.
- G. When possible biological or chemical hazards are identified in a body of records, the Agency will determine in writing if the conditions pose a risk to health. The determination will be shared with the Union and the custodial unit. The custodial unit will coordinate with the safety officer or Management representative to mitigate or eliminate the threat to health.
- H. The Agency will limit employees' exposure to biological and chemical hazards through the use of personal protective equipment (PPE), and/or remediation or control procedures (e.g., removing or discarding contaminated materials or cleaning and disinfecting contaminated areas/materials).

## **Section 11. Unsafe Equipment, Devices, Structures, Supplies, Furniture, and Tools**

The Agency will remove from service, lock and/or tag out, and render inoperative (as appropriate) unsafe equipment, devices, structures, supplies, furniture, and tools.

## **Section 12. Safety in Hot Environments**

- A. The Parties recognize that working in high humidity and temperatures can pose serious health risks. The Agency recognizes that it has a responsibility to provide adequate protections and take measures to reduce the risk and prevent heat-related illnesses. Both Parties understand that all employees play a role and have responsibilities to themselves and others in ensuring safety and health in high humidity and temperature work environments.

- B. NARA employees working in Federal Records Centers (FRC) records storage bays and loading docks may carry water if it is in a closed, spill-resistant container. Employees are responsible for providing their own containers. Staff may consume water only when not actively handling records. No other food or beverage is allowed in any FRC spaces when records are present.
- C. On any day when the heat index is expected to be 90 degrees or above in the non-climate controlled work areas, the Agency will determine the heat index reading(s) in the following manner:
1. Heat index readings will be taken between 9:00 a.m. and 11:00 a.m. and 1:00 p.m. and 3:00 p.m., and additional readings will be taken upon request by the Union;
  2. When a climate control system fails, the area will be treated as if it were not climate controlled for the purposes of this Section until climate control is restored.
  3. Each of the readings required by this Section will be taken in at least half the non-climate control bays and the loading dock(s). Two readings will be taken per selected bay: (1) upper levels (shelves 8 and above) and (2) lower levels (between shelves 1-7). The upper level reading will be taken between the 12th and 14th shelf; the lower level reading will be taken between the 4th and 6th shelf. In facilities where stack areas exceed 14 foot high shelving, readings will be measured in 7 foot shelving intervals.
  4. The Agency will maintain a log at each facility of all readings capturing the following information:
    - a. Date and time of reading;
    - b. Facility and Location of reading;
    - c. Heat Index; and
    - d. Device identifier.
  5. The log will be maintained for a period of at least two years. The log will be displayed prominently for all staff to review.
  6. Occupational Safety and Health Committee members and the Union will be afforded the opportunity to accompany the Agency official taking the reading and will have immediate access to the data.
- D. When the heat index is 91-104 degrees, the Agency will take the following actions to minimize exposure and/or mitigate risk(s) associated with exposure:

1. Alert employees to the expected heat index for the day and identify precautions in place to reduce the risk of heat related illness;
  2. Encourage all employees, including supervisors, to look out for signs or symptoms of heat related illness in each other;
  3. Respond to heat related illness and medical emergencies without delay;
  4. Allow use of non-spill resistant water containers;
  5. Staff who are doing extended work in the bays, beyond normal reference, will be relocated to a cooler environment for at least 15 minutes every hour. Management is encouraged to increase the length or number of heat safety breaks as the heat index increases. The Agency may assign employees work during the heat safety breaks.
  6. The Agency will consider the following actions as needed:
    - a. Varying work schedules or hours;
    - b. Increasing air circulation; and
    - c. Reschedule strenuous work to days with reduced heat index.
- E. The Agency will not require employees to work in environments that exceed a heat index of 105 degrees, except when the Agency determines the exigency of business requires employee exposure. When the exigency of business requires employee exposure to work environments that exceed a heat index of 105 degrees, in addition to the protections in Section 12D of this Article, the Agency will limit employee exposure to no more than 15 minutes per hour.
- F. The Agency will provide all employees with resources to identify signs and symptoms of heat related illness. The Agency will coordinate with Safety and Health Committees to conduct annual heat safety training.
- G. The Agency will post first aid posters on heat related illness at facilities whose work areas reached a heat index of 90 degrees or above the preceding year.

### **Section 13. Cold Weather Safety in Unconditioned Bays**

- A. On any day when the exterior temperature is expected to be 60 degrees or below at any point throughout the day, the Agency will determine the heat index reading(s) for non-climate controlled work areas in the same manner and conditions established in Section 12 of this Article.
- B. The Agency will provide all employees with resources to identify signs and symptoms of cold related illness and injury. The Agency will coordinate with Safety and Health Committees to conduct annual cold safety training.

## **Section 14. Safety in Cold Environments**

- A. The Agency will make available cold weather/cold environment gear to employees when they are required to work in cold-storage environments 35 degrees Fahrenheit or below. The Agency will clean and maintain the cold weather gear as needed.
- B. Staff who are doing extended work in cold storage environments, beyond normal reference, will be relocated to a warmer environment for at least 15 minutes every hour.

## **Section 15. Supervisory Coverage for Opening and Closing of Facilities**

- A. The Agency establishes opening and closing times for each facility. The Parties agree that the time between opening and closing at each facility will be as wide as practical in order to provide as much flexibility as possible in employee work schedules.
- B. In general, the Agency requires a supervisor or Management official to be present in any NARA facility where employees are working.
- C. A Lead Technician or Lead Archivist, or an employee with demonstrated experience directing other employees, researchers, or volunteers, or any employee with similar responsibilities in their position description may voluntarily serve in place of a supervisor for the purpose of coverage to open or close the facility on weekdays, and all day on weekends.
- D. "Opening" and "closing" means providing supervisory coverage at the beginning and end of the day on weekdays and providing supervisory coverage for weekend work and may or may not include locking and unlocking the facility. Supervisory coverage means fulfilling the responsibilities listed in Section 15F of this Article.
- E. Assignment:
  - 1. Opening and closing responsibilities will be offered to qualified employees on a voluntary basis.
  - 2. Every reasonable effort will be made to distribute opening and closing responsibilities equally among qualified volunteers to the extent practicable.
  - 3. Management will schedule opening and closing responsibilities based on a rotation system among qualified volunteers.
  - 4. The Agency agrees to establish an opening and closing roster on a current basis. Employees or the Union may review the roster.
  - 5. If no qualified employee volunteers, and no supervisor or Management official is available, NARA will close the facility; employees who are not

telework-ready will be granted weather and safety leave, and scheduled overtime will be canceled.

6. When an employee who has previously volunteered to serve in place of a supervisor requests relief from an opening and closing assignment, the employee will provide as much advance notice as possible. When an employee requests relief, the supervisor will offer the opening and closing assignment to other qualified employees, in accordance with the rotation system.

F. Responsibilities:

1. When a qualified employee volunteers to serve in place of a supervisor, the Agency will designate an off-site supervisor to serve as the supervisor-on-call for that facility.
2. Employees will be trained in the Occupant Emergency Plan and Records Emergency Response Plan for their facility.
3. The employee volunteer must be prepared to follow Agency procedures to respond to various types of emergencies or unexpected events. The Agency will provide the required procedures.
4. The employee volunteer may or may not be responsible for locking and unlocking the facility.

G. Recognition:

1. Employees will be compensated for overtime work, may earn compensatory time, and may voluntarily earn credit hours when opening and closing duties extend past the employee's scheduled duty day.
2. Rating officials will document successful performance of opening and closing duties on the employee's performance appraisal. Rating officials will take into consideration the employee's service for volunteering to open and close when determining the employee's performance rating.

## **Article 23 Drug Testing**

### **Section 1. Medical Documentation**

An employee may submit medical documentation concerning legally prescribed medication to the Medical Review Officer.

### **Section 2. Disclosure of Results**

The results of any drug test administered by the Agency for any reason may not be disclosed without the prior written consent of the employee. This requirement will not apply

to disclosure to the Agency Medical Review Officer, the Employee Assistance Program, to the Agency officials involved in taking disciplinary actions, the employee, or to other authorized government officials who have the need to know. It is the Agency's responsibility to ensure that it discloses information only to authorized officials.

### **Section 3. Procedures and EAP Referral**

- A. NARA follows the most current version of the Department of Health and Human Services *Mandatory Guidelines for Federal Workplace Drug Testing Programs Using Urine Specimens*.
- B. The Agency will provide all employees who test positive for illegal drug use with information about the Employee Assistance Program.

### **Section 4. Grievances**

An employee may grieve the Agency's determination that the employee occupies a Testing Designated Position. However, the filing of such a grievance will not delay or impede testing.

## **Article 24 Employee Assistance Program (EAP)**

### **Section 1. Purpose**

The Union and Management recognize that the EAP program is designed to deal with a range of problems at an early stage when the situation is more likely to be correctable. EAP counselors can assist employees with virtually any issue or problem. Some of the most common concerns include emotional problems, stress management, relationships, financial, family, alcohol, drug use, and job related problems. Management and the Union agree to work together to promote the NARA EAP program.

### **Section 2. EAP Counseling**

- A. Employees may voluntarily seek counseling, referral, and information from the EAP.
- B. When a supervisor becomes aware of an employee's job-related performance or conduct problem, the supervisor will normally discuss the specific problem with the employee. This discussion between the supervisor and the employee will be treated as confidential. If the employee fails to correct the identified problems through the employee's own efforts, and the supervisor believes the employee may be having personal problems, the supervisor may refer the employee to an EAP counselor for confidential assistance.
- C. An employee is not obligated to accept the EAP referral of the supervisor; however, the employee is responsible for correcting any job-related performance or conduct problems.
- D. If an employee requests assistance under the EAP program and participates in the

program, the responsible supervisor may weigh this factor in determining appropriate disciplinary and adverse action, should such action become necessary.

- E. An employee who is an admitted or suspected substance abuser is not provided immunity to disciplinary action.

### **Section 3. Confidentiality**

EAP services are confidential within the limits of the law. An EAP counselor may be required by law to report a threat of serious harm to the employee or another person. In general, information from the EAP may be released only with the employee's prior written permission.

### **Section 4. Union Participation**

- A. In the event of a significant change in any program, the Agency will notify the Union and fulfill any bargaining obligation in accordance with this Agreement.
- B. To the extent possible, the Agency will invite the Union to attend seminars, workshops, conferences, or training sessions designed to acquaint supervisors, managers, and employees with the EAP program and its operation. Any additional associated costs will be borne by the Union.

## **Article 25 Uniforms**

### **Section 1. Provision of Uniforms**

When employees are required to wear uniforms, NARA will provide the entire uniform. Proper uniform attire will consist of NARA issued pants, shirt, cap, jacket, safety shoes, and coveralls. It will be mandatory to wear the pants, shirt and shoes. The other apparel is optional. Unauthorized clothing (such as caps) will not be worn in lieu of the issued clothing.

### **Section 2. Initial Uniform Issue and Replacement**

The initial uniform issue for each new employee will consist of 5 short sleeve shirts, 5 long sleeve shirts, 5 pairs of pants, and 1 jacket with liner. NARA will provide funds for employees to purchase safety shoes in accordance with established procedures. As appropriate, NARA will issue coveralls, heavy jackets, and special safety equipment. NARA will replace uniforms and safety equipment as they become worn out or damaged. The replacement costs for the uniform will not exceed the amount specified under 5 U.S.C. § 5901.

## **Article 26 Counseling, Disciplinary Actions, and Adverse Actions**

### **Section 1. Coverage, Definition, and Policy**

- A. The objective of discipline is to correct deficiencies in employee conduct and performance, not to punish the employee. Disciplinary and adverse actions will be

taken only for just and sufficient cause and to promote the efficiency of service. Emphasis should be placed on preventing situations that may result in disciplinary and adverse actions. The employee and the Management official may elect to address the situation informally through ADR as specified in Article 28, RESOLVE - NARA's Alternative Dispute Resolution Program.

- B. Disciplinary actions are defined as letters of warning and letters of reprimand and suspensions of 14 days or less. Adverse actions are defined as suspensions of 15 days or more, reductions in grade or pay for conduct, and removals for conduct.
- C. Managers should take discipline that is reasonable and proportionate to the misconduct. The specific penalty for an instance of misconduct or performance shall be tailored to the facts and circumstances of the situation. If the Agency determines that disciplinary or adverse action is warranted, such action will be initiated in a timely manner after any requisite agency investigation.
- D. Management will consider alternatives to traditional approaches to discipline, where appropriate. Alternative approaches offer an option to the use of traditional disciplinary sanctions. The goal is to positively change an employee's conduct through alternative means of correcting misconduct. Options to be considered include the employee's admission of guilt, apology, and commitment to improving future conduct.

## **Section 2. Actions Not Covered by this Article**

The provisions of this Article do not apply to:

- A. A suspension or removal under 5 U.S.C. § 7532 (National Security);
- B. A reduction in grade or removal under 5 U.S.C. § 4303 (Performance);
- C. Actions initiated under 5 U.S.C. § 1215 (Special Counsel - Merit System Protection Board);
- D. Actions initiated under the "crime provision" (5 CFR Part 752.404(d)(1));
- E. A reduction-in-force (RIF) or furlough; and
- F. Removal of a probationary employee.

## **Section 3. Communicating with Employees**

- A. Discussions with employees regarding conduct or corrective measures should be conducted in private.
- B. The Department of the Treasury, Bureau of Fiscal Service, Administrative Resource Center (ARC) is NARA's shared services provider for human resources. When making contact with NARA employees, ARC employees will clearly identify

themselves as human resources shared services providers working on behalf of NARA.

- C. Supervisors will meet with employees when issuing letters of warning and letters of reprimand. Proposing Officials will meet with employees when proposing disciplinary or adverse actions. Deciding Officials will meet with employees when issuing decision letters regarding disciplinary or adverse actions.

#### **Section 4. Representational Rights**

- A. All proposed and final disciplinary actions and all proposed and final adverse actions will include notification of the right to Union representation. Employees will also be notified of representational rights when they are contacted for an interview in an investigation.
- B. The Agency will semi-annually notify employees (by NARA Notice) of the Union's right to be represented at any examination of an employee in the unit by a representative of the Agency (including the NARA Office of Inspector General) in connection with an investigation if:
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - 2. The employee requests Union representation.

#### **Section 5. Basis of Action**

- A. Upon request, an employee who is the subject of a disciplinary or adverse action as defined in this Article, or the employee's designated representative, will be furnished a copy of evidence relied upon by the Agency that forms the basis for the notice of disciplinary or adverse action.
- B. If a proposal or decision letter refers to Article 26 of the National Agreement, the Union may dispute that the disciplinary action is for just and sufficient cause.

#### **Section 6. Counseling**

Counseling should be used as a constructive means to encourage an employee to improve their conduct. The parties agree that counseling does not constitute disciplinary action. However, written or verbal counseling may be used to support subsequent disciplinary or adverse action. Counseling may only be used to support disciplinary or adverse actions for up to 12 months unless additional related counseling has occurred.

#### **Section 7. Letters of Warning**

- A. Warnings generally are appropriate for first offenses that are not of a serious nature.
- B. Warnings are filed in an employee's eOPF as a temporary record and are removed

after a maximum of one year, unless additional misconduct has occurred. At the discretion of Management or due to a grievance or an appeal decision, the warning letter may be removed earlier.

- C. Any copies of a warning letter maintained in an unofficial personnel file will be removed when the original warning letter is removed from the eOPF.
- D. At any time after the issuance of the letter, either the employee or the supervisor may request to discuss with one another progress made towards improving conduct and assistance that may be needed to improve such conduct.
- E. Employees or supervisors may request to use ADR (as specified in Article 28, RESOLVE - NARA's Alternative Dispute Resolution Program) during the one year period of the warning letter as a means for providing feedback, enhancing communication, and ensuring that both parties' expectations are met and understood.

### **Section 8. Letters of Reprimand**

- A. Letters of reprimand generally are appropriate for first offenses of a more serious nature or may be appropriate for repetition of conduct for which an employee was previously warned.
- B. Reprimands are filed in an employee's eOPF as a temporary record and are removed after a maximum of three years, unless additional misconduct has occurred. At the discretion of Management or due to a grievance or an appeal decision, the letter may be removed earlier.
- C. Any copies of a reprimand maintained in an unofficial personnel file will be removed when the original letter is removed from the eOPF.
- D. At any time after the issuance of the letter, either the employee or the supervisor may request to discuss with one another progress made towards improving conduct and assistance that may be needed to improve such conduct.
- E. Employees or supervisors may request to use ADR (as specified in Article 28, RESOLVE - NARA's Alternative Dispute Resolution Program) during the three year period of the reprimand as a means for providing feedback, enhancing communication, and ensuring that both parties' expectations are met and understood.

### **Section 9. Suspensions of 14 Days or Less**

- A. When the Agency proposes to take disciplinary action consisting of a suspension of 14 calendar days or less, the employee is entitled to:
  - 1. An advance written notice of at least 15 calendar days stating the specific reasons for the proposed action;

2. Reasonable time, but not less than 10 calendar days from receipt of the advance written notice, to answer verbally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
  3. Be represented by a representative of the employee's choice:
    - a. The Agency may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position; and
    - b. The rights of the Union under this Agreement will not be construed to preclude an employee from being represented by an attorney or other representative; and
  4. A written decision and the specific reasons therefore at the earliest possible date, ordinarily no later than 10 calendar days following the employee's response.
- B. When an employee chooses to make a verbal reply, the deciding official or designee will hear that reply.
- C. The final decision in any action covered by this Section must be made by the deciding official or designee. The final decision letter will specify the reasons for the decision and will ordinarily be issued within 10 calendar days after receipt of the employee's verbal and/or written reply or after the date such a reply would have been due. The decision will inform the employee of their grievance rights.
- D. The Agency will prepare a summary of any verbal reply. The employee will be provided a copy of the summary.
- E. In arriving at their decision, the deciding official will consider only the reasons specified in the notice of proposed action and will consider any reply of the employee or the employee's representative. The deciding official will deliver the notice of final decision including the effective date of the action to the employee ordinarily no later than 10 calendar days following the employee's response. Normally, the effective date will be at least five work days after the date the decision is issued. The Agency will provide the final decision electronically to the extent possible. The Agency will copy the employee's representative.

#### **Section 10. Suspensions of More than 14 Days, Reductions in Grade or Pay, and Removals**

- A. When the Agency proposes to suspend for more than 14 days, reduce in grade or pay or remove an employee, the employee against whom such an action is proposed is entitled to:
1. At least 30 calendar days advance written notice stating the specific reasons

for the proposed action and informing the employee of the employee's right to the material upon which the proposal is based and which is relied on to support the reasons in the notice of proposal.

2. A reasonable time, but not less than 15 calendar days, to answer verbally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.
  3. Be represented by a representative of the employee's choice:
    - a. The Agency may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position; and
    - b. The rights of the Union under this Agreement will not be construed to preclude an employee from being represented by an attorney or other representative.
  4. A written decision and the specific reasons therefore at the earliest practicable date, ordinarily no later than 20 calendar days following the employee's response. The decision will inform the employee of the employee's right to grieve or appeal.
- B. When an employee chooses to make a verbal reply, the reply will be heard by the deciding official or designee.
- C. The final decision in any action covered by this Section must be made by the deciding official or designee. The final decision letter will specify the reasons for the decision and will be issued at the earliest practicable date after receipt of the employee's verbal reply and/or written reply or after the date that such reply would have been due.
- D. The Agency will prepare a summary of any verbal reply. The employee will be provided a copy of the summary.
- E. In arriving at their decision, the deciding official will consider only the reasons specified in the notice of proposed action and will consider any reply of the employee or the employee's representative. The deciding official will deliver the notice of final decision, including the effective date of the action to the employee. Normally, the effective date will be at least five work days after the date the decision is issued. The Agency will provide the final decision electronically to the extent possible. The Agency will copy the employee's representative.

## **Article 27 Grievance/Arbitration**

### **Section 1. Purpose**

The purpose of this Article is to provide a mutually acceptable method for prompt and

equitable resolution of grievances for bargaining unit employees.

## **Section 2. Definition**

Except for matters specifically excluded by Section 4 of this Article, a grievance is any complaint:

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any bargaining unit employee; or
- C. By any bargaining unit employee, the Union, or the Agency concerning:
  - 1. The effect, interpretation or a claim of breach of this Agreement; or
  - 2. Any claimed violation or misapplication of any rule or regulation affecting conditions of employment.

## **Section 3. Available Procedure**

This will be the only available procedure to bargaining unit employees for the processing and disposition of grievances as defined in Section 2 of this Article except when the employee has a statutory right of choice between this procedure or statutory appeal procedure. In those matters where the statutory choice exists, the employee exercises that choice for the grievance procedure when the grievance is submitted in writing to the designated Management official or for the applicable statutory appeal procedure when submitted in writing to the appropriate official or authority.

## **Section 4. Exceptions to the Grievance Procedure**

This grievance procedure does not apply to the following:

- A. An alleged violation relating to prohibited political activities.
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal for National Security purposes;
- D. An examination, certification or appointment;
- E. The classification of any position that does not result in the reduction in grade or pay of any employee;
- F. The removal of employees serving on probationary or trial periods;
- G. The non-selection for promotion or reassignment from a properly certified group of candidates. However, this exclusion does not apply to allegations that the non-

selection was an act of prohibited discrimination under 5 U.S.C. § 2302(b)(1); or

- H. Actions taken under the "crime provision" (5 U.S.C. § 7513(b)(1); 5 CFR § 752.404(d)(1)).

### **Section 5. Representation**

Employees who choose to have Union representation must submit to the Agency written notification of representation at the time they file their informal and/or written grievance. When an employee chooses not to have Union representation, the Union has the right to have the opportunity to attend any grievance meetings. A copy of every grievance concerning a bargaining unit employee and the agency's answer will be forwarded to the Council President at the time a response is forwarded to the employee unless the Council President has filed the grievance.

### **Section 6. Settlement of Grievances**

- A. The Parties recognize that most grievances arise from misunderstandings that can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. The Parties agree that every effort will be made to settle grievances at the lowest possible level. The Parties encourage the use of the alternative dispute resolution process/techniques identified in Article 28, RESOLVE - NARA's Alternative Dispute Resolution Program.
- B. For grievances related to disciplinary actions, the parties will consider alternatives to traditional approaches to discipline. Alternative approaches offer an option to the use of traditional disciplinary sanctions. The goal is to positively change an employee's conduct through alternative means of correcting misconduct. Factors to be considered include the employee's admission of guilt, apology, length of time since any prior misconduct, and commitment to improving future conduct.
- C. When the grievant makes an offer of settlement, the deciding official will respond to the offer and if rejected will provide an explanation for the decision within a reasonable time. Rejecting the settlement offer does not preclude the deciding official participating in the grievance process. The deciding official's response may be verbal or may be included in the written grievance decision.

### **Section 7. Steps of the Grievance Procedure**

- A. Timeliness.
  - 1. A grievance must be filed in writing within 20 calendar days after the event giving rise to the grievance, or 20 calendar days after the date the grievant becomes aware of the event giving rise to the grievance. By mutual consent, the Parties may extend any time limits or waive any step of the grievance procedure. The time limits for the following actions begin to be counted as follows:

- a. Suspensions - the day the employee returns to duty following the suspension;
  - b. Removals/Downgrades - the day after the effective date of the action; and
  - c. Within Grade Increase (WGI) denial - the day after receipt of a negative consideration decision.
2. Failure to follow any step of the grievance procedure (i.e., not file a grievance with the proper official or not provide all information required by Section 7D of this Article) will result in the grievance being remanded to the grievant or designated representative. Upon receipt of the remanded grievance, the grievant will have five calendar days to properly file the grievance.
  3. Grievances that are not submitted initially within the time limits specified in Section 7A(1) of this Article or after remand as specified in Section 7A(2) of this Article may be rejected as untimely.
  4. If either party is dissatisfied with the final decision, they may invoke arbitration.
- B. Informal Resolution of Grievances. The employee may raise the grievance verbally with their supervisor. If the supervisor does not have the authority to grant the remedy sought, the supervisor will refer the employee to the lowest level Management official who has the authority to grant the remedy sought. After having discussed the employee's grievance, the supervisor or other Management official may respond verbally. The employee and the supervisor or Management official may also elect to resolve the grievance informally through the RESOLVE program identified in Article 28.
- C. A written grievance must be filed with the employee's supervisor. If the supervisor does not have the authority to grant the remedy sought, the supervisor will route the grievance to the lowest level Management official who has the authority to grant the remedy sought. Grievances will be filed within the time frames specified in Section 7A of this Article regardless of whether or not the employee has pursued an informal grievance.
- D. The written grievance must include the designation of representative required by Section 5 of this Article (if the employee is being represented by the Union) and set forth the following:
1. A statement that the negotiated grievance procedure is being invoked;
  2. The issue or occurrence which gives rise to the grievance;
  3. The provision(s) of law, regulation, condition of employment or this Agreement which allegedly has been misinterpreted, or misapplied or violated;

4. Any relevant evidence or information; and
  5. The remedy sought and whether a meeting is requested.
- E. If a meeting is requested at either step of the grievance procedure, it must be held within 5 calendar days after receipt of the written grievance or request for reconsideration by the deciding official. Normally, an employee will be represented in meetings regarding an individual grievance only by one designated representative. The Agency may include an HR Specialist from ARC. If the meeting includes Agency representatives other than and in addition to one ARC HR specialist, the Union may have present at the grievance meeting one additional representative for each additional Agency representative. Additional Union representatives may be included by mutual agreement.
- F. The deciding official will respond in writing to a grievance (but not a request for reconsideration) within 15 calendar days of receipt of the written grievance or 15 calendar days after the meeting, if one is held. A telephone call or videoconference conversation may take the place of a face-to-face meeting.
- G. Any request for reconsideration of a grievance decision must be filed with the appropriate Executive (single letter office) or, where appropriate, the NHPRC director within 10 work days of receiving the grievance decision. Agency Services (A) employees at the National Personnel Record Center must file the request for reconsideration with the Director, National Personnel Records Center. The Executive or NPRC Director may choose to delegate the response no more than one level down. A decision on the reconsideration will be issued within 20 work days from the receipt of the request.
- H. If the parties elect to use the RESOLVE program at any point in the grievance process, and the matter is not settled through mediation, the employee, supervisor, or other Management official will have five days or the remaining balance of days originally left, whichever is greater, from the date of the discontinuation of the mediation, to meet the next deadline in the grievance process.

### **Section 8. Institutional, Group, and Promotion Grievances**

- A. Institutional Grievances are defined as a grievance, which pertain solely to the Union as opposed to an individual or group of individuals. This process will be used by either party to resolve matters specified in this Article. The National Council President, Executive Vice President, or a Union representative designated in writing by the Council President will file an institutional grievance directly with the Chief Human Capital Officer. The Chief Human Capital Officer will file any agency-instituted grievance with the Council President.
- B. A group grievance is a grievance filed by the Union on behalf of two or more employees. Group grievances will not be filed concerning disciplinary matters or performance ratings/performance-based actions. A group grievance must be filed

with the Chief Human Capital Officer, who will route the grievance to the lowest level Management official who has the authority to grant the remedy sought.

- C. Promotion grievances are:
  - 1. A grievance alleging that the non-selection for a promotion was an act of discrimination in violation of 5 U.S.C. § 2302. Such grievances will be filed according to the process described in Section 7 of this Article.
  - 2. A grievance alleging that the merit promotion action was procedurally defective. Such grievances will be filed with the Office of Human Capital.
- D. A grievance alleging both that non-selection for promotion was an act of discrimination in violation of 5 U.S.C. § 2302 and that the merit promotion action was procedurally defective will be filed with the Office of Human Capital.
- E. A grievance inappropriately filed as an institutional, group, or promotion grievance will be remanded to the grievant/designated Union representative. Upon receipt of the remanded grievance, the grievant/designated Union representative will have 5 work days to properly file the grievance.
- F. The time limits for filing an institutional, group, or promotion grievance will be the same as discussed in Section 7 of this Article.

### **Section 9. Invoking Arbitration**

- A. Either Party may invoke arbitration if the remedy requested in the written grievance is not granted. Only the Union or the Agency may invoke arbitration.
- B. Either Party to this Agreement may invoke binding arbitration within 30 calendar days of receipt of a final decision rendered by the deciding official or within 30 calendar days of the end of the supervisory response time limit.
- C. Notification must be in writing and sent by the 30th day to the Chief Human Capital Officer or Union Council President.
- D. The Agency and Union representatives will communicate with each other to confirm the next arbitrator in the rotation and coordinate contact with the arbitrator and select a mutually agreed upon date for the arbitration hearing(s).
- E. In those areas where a panel exists, arbitrators will be assigned cases in alphabetical order on a rotating basis. In those areas where a panel does not exist, the Agency and Union representatives will coordinate the selection of an arbitrator and mutually agree on a date for the arbitration hearing(s).

### **Section 10. Panel of Arbitrators**

The Parties will maintain a four-member panel for the Washington, DC and St. Louis, MO

areas. For sites outside these two areas, the Parties will select arbitrators as needed. The selection of arbitrators will be accomplished by requesting a list of arbitrators from the Federal Mediation and Conciliation Service. By mutual consent, the Parties may seek potential arbitrators from other sources including the American Arbitration Association. Upon receipt of the list of arbitrators the Parties will meet to strike arbitrators. The Parties will determine who will strike first via a coin toss.

### **Section 11. Removal of Arbitrators**

- A. Any arbitrator on a panel may be removed from the panel unilaterally by either party during the life of the Agreement without cause. The party removing the arbitrator will give notice to the other party and the arbitrator. No further cases will be assigned to that arbitrator, but the arbitrator will decide any cases before them. Where a case has been assigned, but not heard, by an arbitrator who has been struck from a panel, that case will be reassigned to the next arbitrator in the rotation and the striking party will be responsible for any cancellation fee which may result.
- B. Within 10 calendar days after receipt of notice removing an arbitrator, the Parties will meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the position of the arbitrator they replace, and will take the cases on a rotational basis in the same manner as the arbitrator they replaced would have received them.

### **Section 12. Arbitration Cost**

The Parties will each pay one-half of the regular fees and expenses of the arbitrator hearing a case assigned to that arbitrator.

### **Section 13. Scheduling Arbitration Hearings**

- A. Arbitration hearings will be scheduled in the order that the final grievance decisions are issued.
- B. Arbitration hearings will be held virtually, on the Agency's premises, or at any site mutually agreed to by the Parties.

### **Section 14. Arbitration Proceedings**

- A. Bargaining history testimony and/or affidavits in connection with bargaining history may not be used in an arbitration hearing unless one of the Parties has notified the other in writing at least 15 calendar days prior to the hearing of its intent to use such testimony and/or affidavits.
- B. The Union may have two representatives (one being a technical advisor) present at a hearing on official time. In addition to these two representatives, the Council President may attend any arbitration hearing on official time.
- C. The grievant and all employees who are called as witnesses will be in official duty

status to the extent necessary to participate in the arbitration proceedings. At least 10 work days before the hearing date, each party agrees to give the other a written list of any and all witnesses it expects to call, and a brief summary of their expected testimony. Except for rebuttal witnesses, a witness who has not been identified 5 work days in advance will not be permitted to testify. If there is disagreement as to whether a witness is reasonably available or appropriate to be called as a witness, the decision of the arbitrator will be final.

- D. The Parties on an ad hoc basis will determine the need for verbatim transcripts. When either Party elects a verbatim transcript, it will be made by an authorized court reporter. Each Party will bear the cost for their own copy of the transcript. The Party electing transcription will bear the cost of transcription and the arbitrator's copy. If the Arbitrator requires a verbatim transcript the parties will split the costs 50-50.
- E. Either party may submit a written post-hearing brief to the arbitrator with one copy to the other party.

### **Section 15. Authority and Decisions of the Arbitrator**

- A. The Agency and Union agree that the jurisdiction and authority of the arbitrator will be confined exclusively to the grievance on record.
- B. The arbitrator will have the authority to make all arbitrability determinations, including, but not limited to, timeliness issues. When either party claims a grievance is not arbitrable, a separate arbitration proceeding will be held to determine the arbitrability issues before evidence pertaining to the merits of the case can be presented. If the arbitrator determines the grievance is arbitrable, a hearing on the merits will be scheduled and the Agency will pay the full fees and expenses the arbitrator incurred for the arbitrability proceeding. However, the Parties will each pay one-half of the arbitrator's fees and expenses associated with the subsequent hearing on the merits of the case. If the grievance is found non-arbitrable, the requesting party will pay 100% of the arbitrators fees and expenses, for the arbitrability proceedings and there will be no hearing on the merits of the case.
- C. The arbitrator may not issue a decision that is inconsistent with the terms of this Agreement or any applicable law, rule, or regulation. The arbitrator will be asked to render a decision within 30 calendar days of the date of submission of post-hearing briefs unless otherwise agreed to by the Parties.
- D. Arbitration awards will be implemented within 30 calendar days of receipt of the arbitrator's decision or as the arbitrator directs, unless either party has filed an appeal.

### **Section 16. Expedited Arbitration**

- A. The Union may invoke expedited grievance arbitration for those disciplinary actions referenced in Sections 17 and 18 of this Article.

- B. The Union must give notice in the written grievance that expedited arbitration procedure is being invoked and the grievance will be filed with the Chief Human Capital Officer. At a minimum the grievance must contain a statement as to why the grievant/Union believes the action to be inappropriate; the provision(s) of law, regulation, or this Agreement which allegedly has been misinterpreted, misapplied, or violated; and the remedy sought. Management will provide a written answer to the grievant/Union no later than five work days after receiving the grievance.
- C. Expedited arbitrations will be scheduled according to the provisions of Section 13 of this Article.
- D. For disciplinary actions referenced in Section 17 of this Article, the arbitrator will be asked to hear the case no more than 20 calendar days from the day the arbitrator is contacted by the Parties. Except by mutual consent, the hearing may not take place any sooner than 15 calendar days after the Parties contact the arbitrator. The arbitrator will be asked to render a decision no later than 15 calendar days after the closure of the hearing. If the arbitrator cannot hold a hearing within the 20-day time limit or cannot agree to render a decision within the timeframes acceptable to the Parties, the Parties will contact the next arbitrator on the list. In locations where there is no panel, the Parties will mutually agree on a method to determine a new arbitrator.
- E. For removals referenced in Section 18 of this Article, the arbitrator will be asked to hear the case in no more than 20 calendar days from the day the arbitrator is contacted by the Parties. Except by mutual consent, the hearing may not take place any sooner than 15 calendar days after the Parties contact the arbitrator. The arbitrator will render a decision in fewer than 45 days from the date of the effective date stated in the notice of final decision by the Agency. If the arbitrator cannot hold a hearing within the 20-day time limit or cannot agree to render a decision within the timeframes stated in this Section, the Parties will contact the next arbitrator on the list. In locations where there is no panel, the Parties will mutually agree on a method to determine a new arbitrator.
- F. The Parties will exchange a list of their witnesses including a summary of their expected testimony at least five calendar days before the hearing. Except for rebuttal witnesses, a witness who has not identified five calendar days in advance will not be permitted to testify.

### **Section 17. Suspension of an Employee under Expedited Arbitration**

- A. The Parties agree that the suspensions, if litigated under expedited arbitration, will not become effective for a period of 45 calendar days after the effective date stated in the notice of final decision by the Agency or five calendar days after the arbitrator renders a decision, whichever comes sooner.
- B. It is understood that the effective date stated in the final decision will be implemented unless the Union timely notifies the Agency of its intent to utilize the Expedited Arbitration Procedure.

## **Section 18. Removal of Employee under Expedited Arbitration**

The Union invoking expedited arbitration for a removal will not stay a removal action.

## **Section 19. Filing Exceptions**

Pursuant to the applicable statutes and regulations either party may file exceptions to an award.

## **Article 28 RESOLVE - NARA's Alternative Dispute Resolution Program**

### **Section 1. Definition**

ADR is any procedure that is used to resolve issues in controversy, including but not limited to, mediation and facilitation.

### **Section 2. Policy**

The Parties agree that there is a mutual interest in voluntarily attempting to resolve workplace disputes including disciplinary situations through NARA's RESOLVE program. By utilizing RESOLVE, neither employees nor Management forfeit any rights or alternatives otherwise available to them. Agreements reached through RESOLVE are wholly voluntarily, though once entered into are binding. While RESOLVE is not a cure for all problems, it is a powerful tool that can offer a fair and just means to resolve disputes, enhance performance, and provide opportunities for alternative approaches to discipline.

### **Section 3. Applicability**

The mediation and facilitation processes described in NARA 320 will be applicable to the bargaining unit.

### **Section 4. Mediation**

- A. Any party to a dispute may request to address a matter of concern or dissatisfaction relating to employment involving either the Agency (i.e. supervisor or manager), the Union, or another NARA employee (peer/colleague) through the mediation process.
- B. Any party to a dispute may decline to participate in the mediation process.
- C. Any party to a dispute may designate a representative of their own choosing (for bargaining unit employees this may include a Union representative) to assist, accompany, and advise that party in the mediation process.
- D. A bargaining unit employee and the employee's representative will be given a reasonable amount of duty time to participate in the mediation process.
- E. A Union representative's time spent at a mediation session will not count against the

official time allotted for Union representatives in Article 33, Union Representatives and Official Time.

- F. Parties and their representatives will be free of any restraint, interference, coercion, discrimination, reprisal, or threat for participation, non-participation, or request to participate in the mediation process.
- G. Bargaining unit employees may file a grievance through the negotiated grievance procedure over an alleged breach of a mediated settlement agreement.
- H. The Union will be notified of any bargaining unit employee's participation in mediation sessions with Management officials, unless the bargaining unit employee explicitly states that the employee does not want the Union notified.
- I. The Union will be notified and allowed to view a copy of all mediation settlement agreements between a bargaining unit employee and an official of the Agency.
- J. If a change in working conditions resulting from a mediation settlement agreement triggers a duty to bargain under the Federal Service Labor-Management Relations Statute, Article 36, Mid-term Negotiations, will apply.
- K. The Union will disclose information related to individual mediation requests and/or sessions only to those with a need to know.
- L. Mediation involving bargaining unit employees will utilize the RESOLVE program.

### **Section 5. Facilitation**

- A. The Union may propose the use of facilitation services offered in NARA 320.
- B. The Union will be afforded the opportunity to attend any facilitation whose participants include both the bargaining unit and Management.
- C. If a change in working conditions resulting from facilitation triggers a duty to bargain under the Federal Service Labor-Management Relations Statute, Article 36, Mid-term Negotiations, will apply.
- D. Normally, requests for facilitation will be made through the RESOLVE program.

### **Section 6. Union Participation**

- A. At the request of either the Agency or the Union, the Parties will meet to review and discuss problems, progress, and accomplishments of the RESOLVE program.
- B. In evaluating and promoting the RESOLVE program, the Agency will consult with the Union.
- C. The Union may appoint a representative to any RESOLVE committee that is officially established and whose membership is not limited to Management.

- D. If a change in working conditions resulting from a change to NARA 320 triggers a duty to bargain under the Federal Service Labor-Management Relations Statute, Article 36, Mid-term Negotiations, will apply.

## **Article 29 Contracting-out**

### **Section 1. Policy**

The Parties recognize that cooperation and communication concerning contracting-out activities may be useful and beneficial in lessening any potential adverse impact on employees and in understanding the processes required by Federal law or regulation.

### **Section 2. Information**

Upon written request, the Agency will provide the Union with information on its contracting-out activities in accordance with Article 32, Labor Management Relations.

### **Section 3. Procedures**

- A. The Agency will notify the Union of commencement, the individual steps, and completion of OMB A-76 studies that may affect bargaining unit employees. If full A-76 procedures do not apply, the Agency will notify the Union of the commencement and completion of Management studies pursuant to the FAIR Act.
- B. A representative of the Union designated by the Council President will be included in any formal A-76 study that may affect bargaining unit employees. If full A-76 procedures do not apply, the Union will be given an opportunity to provide input on Management studies performed pursuant to the FAIR Act.
- C. Management will notify the Union when it exercises its discretion to contract out work that is presently being performed by bargaining unit employees in accordance with the notification procedures outlined in Article 36, Mid-term Negotiations.
- D. Upon notification of Management's decision to contract out work that is being performed by bargaining unit employees, the Union will be given the opportunity to negotiate regarding the impact and implementation of such a decision on bargaining unit employees in accordance with Article 36, Mid-term Negotiations.

### **Section 4. Relationship to Laws and Government-wide Regulations**

Nothing in this Article will be interpreted as precluding the Union from exercising any rights it might have under law or regulation.

### **Section 5. Supervision of Bargaining Unit Employees**

Bargaining unit employees will not be supervised by contract personnel.

## **Article 30 Foundation Employees and Volunteers**

### **Section 1. Foundation Employees and Volunteers**

- A. The Agency will not enter into new arrangements with the National Archives Foundation, Presidential Library foundations, or other foundations that involve foundation employees or volunteers performing archival work that is indistinguishable from work ordinarily performed by bargaining unit employees. Archival work, for these purposes, includes but is not limited to pulls, refiles, research room monitoring, responding to researcher inquiries, archival processing of original records, holdings maintenance, and administrative tasks to support archival work. Nothing precludes Foundation employees and volunteers from participating on public platforms as members of the public.
- B. The parties will separately adjudicate an appropriate resolution for on-going arrangements in existence as of the effective date of this Agreement.
- C. The Agency may enter into partnerships with third parties, including Presidential foundations, to digitize original records.

### **Section 2. NARA Volunteers**

- A. The Agency will not order or instruct volunteers to perform archival work that is indistinguishable from work ordinarily performed by bargaining unit employees. Archival work, for these purposes, includes but is not limited to pulls, refiles, research room monitoring, responding to researcher inquiries, archival processing of original records, holdings maintenance, and administrative tasks to support archival work. Nothing precludes NARA volunteers from participating on public platforms as members of the public.
- B. The Agency may use volunteers to meet legitimate business needs of the Agency, including but not limited to docents in NARA museums, digitization of original records, and transcription and tagging of digitized records.
- C. None of the provisions of this Article apply to student employees and student interns, including unpaid interns.

## **Article 31 Reduction-in-Force (RIF)**

### **Section 1. General Statement**

The Agency and the Union recognize that unit employees may be adversely affected by a Reduction in Force (RIF). The Parties recognize that attrition, reassignment, furlough, hiring freeze, and early retirement are among the alternatives to RIFs that may be available.

### **Section 2. Union Notification**

The Agency agrees to notify the Union of the decision to conduct a RIF. The Agency will

notify the Union prior to any notice to affected unit employees. Verbal notices will be confirmed in writing.

### **Section 3. Employee Notification**

Employees who are affected by a RIF will be provided advance written notice in accordance with applicable laws and regulations. Such notice will include a relevant statement of the employee's rights.

### **Section 4. Impact and Implementation Bargaining**

Upon notification of Management's decision to conduct a RIF, the Union will be given the opportunity to negotiate regarding the impact and implementation of such a decision on bargaining unit employees in accordance with the Article on mid- term bargaining.

## **Article 32 Labor Management Relations**

### **Section 1. Obligations**

In all matters pertaining to personnel policies, practices, and other conditions of employment, the Parties agree to have due regard for the obligations imposed by Federal Statute and this Agreement.

### **Section 2. Statutory Rights**

- A. The Agency agrees not to interfere with any employee or Union representative in the exercise of their statutory rights under 5 U.S.C. Chapter 71. The Agency agrees not to take any personnel action based on an employee being a Union member.
- B. The Union agrees not to interfere with any employee in the exercise by the employee of any statutory right under 5 U.S.C. Chapter 71. The Union agrees not to cause, or attempt to cause the Agency to discriminate against any employee. The Union agrees to inform bargaining unit employees of the conditions for Union membership.

### **Section 3. Union Representation**

- A. The Union will be given the opportunity to be represented at 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 conditions of employment. Management will provide notice to the Union through the Chief Human Capital Officer.
- B. Management must inform an employee of their right to Union representation before any examination of the employee in the unit by a representative of the Agency in connection with an investigation. If the employee desires Union representation the manager must stop and delay the meeting until Union representation can be provided. It is the employee's responsibility to contact the Union, if the employee elects to exercise their right to Union representation.

#### **Section 4. Data**

- A. The Union will make all requests for information through the Chief Human Capital Officer unless otherwise specified.
- B. When requesting information from the Agency, the Union agrees to articulate in its request:
  - 1. Why it needs the information;
  - 2. How it will use the information;
  - 3. How the information's use relates to its representational responsibilities under the Labor-Management Relations Statute; and
  - 4. Respond to an Agency request for clarification of the Union's need for the information.
- C. The Agency agrees to:
  - 1. Furnish to the Union, or its authorized representative, upon request and to the extent not prohibited by law, information:
    - a. Which is normally maintained by the Agency in the regular course of business;
    - b. Which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
    - c. Which does not constitute guidance, advice, counsel or training provided for Management officials or supervisors, relating to collective bargaining.
  - 2. Communicate and explain what reasons under 5 USC § 7114(b)(4) it believes exist for not disclosing the information.
- D. If the Union's information request is denied, the Parties agree to discuss whether alternative forms or means of disclosure exist that may satisfy the Parties' interests.
- E. The Agency will provide the Union a copy of all NARA-numbered memoranda, interim guidance, or directives regarding personnel policies and practices or working conditions.
- F. On a monthly basis, the Agency will provide the Union with an updated staffing plan that includes employee email addresses.
- G. The Agency will provide the Union with a list of new bargaining unit employees on a

monthly basis.

- H. The Agency will notify the Union of cases in which a bargaining unit employee, who is not acting on behalf of the Union, files an unfair labor practice charge against the Agency.
- I. The Agency will provide the Union with a complete list of vacant, funded positions that are available for reassignment on a quarterly basis.
- J. The Agency will notify the Union of cases in which an employee, without Union representation, invokes the employee's appeal rights to the Merit Systems Protection Board (MSPB), when the appeal implicates the National Agreement. The Agency will only provide employee name, case number, date of appeal, and an overview of the issue that implicates the National Agreement.
- K. When the Agency provides information about third party actions listed Sections 4H and 4J of this Article, the Union will keep the information confidential and will not use it for any other purpose beyond ensuring compliance with the National Agreement in that particular matter.
- L. On an annual basis, the Agency will provide the Council with a list of Task Codes that have had hours charged against them in the past 12 months, by FRC.
- M. Each quarter, the Agency will provide the Council with a report of the total units produced and hours worked against standards for each FRCP employee in the previous quarter. Reports will include the following data elements: Records Center, Service Code, Task Code, Task Description, Standard, Total Hours, Total Units, Productivity Effectiveness percentage, Employee Full Name.
- N. Each quarter, the Agency will provide a list of all productivity awards paid in the previous quarter. FPPS does not distinguish between spot, special act, and productivity awards. The FRCP will compile data from all Centers, outside of FPPS, in order to provide a complete and accurate list that includes only productivity awards. Reports will include the following data elements: Records Center, Award effective date, FPPS transaction number, Employee name, Award amount.

## **Section 5. Pre-Decisional Involvement**

- A. Pre-decisional involvement is a process where bargaining unit employees, through the Union, have input into an Agency decision process. It does not expand the topics that are required subjects of bargaining under the Statute. Pre-decisional involvement does not waive Management's statutory right to make decisions under 5 U.S.C § 7106, nor does it waive the Union's right to engage in bargaining to the extent required by the Statute. Rather, pre-decisional involvement is a process to provide for employee input into the decision-making process. Both parties recognize that pre-decisional involvement has the potential to benefit the mission of the agency and may reduce the need for grievances and litigation.

- B. The parties agree to allow employees and their Union representatives to have pre-decisional involvement in all workplace matters without regard to whether those matters are negotiable subjects of bargaining under 5 U.S.C. § 7106.
- C. The Agency will notify the Union before starting work on any space reconfiguration project or facility renovation project that would impact bargaining unit employees' workspaces. The Union will respond within five work days of such notice communicating their intent to engage in pre-decisional involvement. The Agency will engage in pre-decisional involvement unless the Union declines to engage in pre-decisional involvement or does not respond to the Agency's notification.
- D. Bargaining unit employees serving in pre-decisional activities will be appointed by the Council President unless the Council President specifies otherwise.

### **Section 6. Communication with Employees**

- A. Nothing in this Agreement will interfere with the Union's right to communicate with bargaining unit employees regarding conditions of employment in accordance with law, Agency regulation, and this Agreement.
- B. The Union, through the Council President (unless otherwise specified), may request to meet with a group of bargaining unit employees to discuss specific issues relating to conditions of employment by submitting a request to the Chief Human Capital Officer unless otherwise specified. The Agency may deny the request if there is reasonable cause to believe that such a meeting would significantly disrupt the Agency's ability to fulfill its mission. The Parties will mutually attempt to resolve scheduling of meetings to mitigate any disruption.

### **Section 7. Internal Collaboration Network (ICN) and Similar Tools**

- A. The Agency recognizes the Union's duty to represent the interests of the entire bargaining unit, not only those employees who have access to and choose to use ICN and similar tools. The Agency therefore recognizes that such tools cannot be employed as a substitute for communicating and bargaining with the Union.
- B. When Management is intentionally soliciting opinions and input from bargaining unit employees, Management will notify and seek input from AFGE Council 260 in advance.
- C. On the ICN or similar tools, it will be prominently displayed that AFGE is the exclusive representative of bargaining unit employees and will provide instructions to the users on how to notify AFGE Council 260 of a discussion regarding working conditions.
- D. Whenever supervisors and Management officials participate in a discussion of conditions of employment or personnel policies and practices, they will notify AFGE Council 260 by tagging #afgenotice or any method of notification that supersedes tagging.

- E. Union representatives will be granted official time to perform official representational duties through or on the ICN and similar tools.

### **Section 8. Committees**

- A. When the Agency creates formal or informal committees considering matters that potentially impact working conditions the Council President, or their designee, will appoint bargaining unit employees to serve.
- B. If the Council President, or their designee, does not appoint bargaining unit employees within 10 work days from the date of notification, Management will make the appointment and inform the Union of the appointees.
- C. Any changes in working conditions resulting from committee work are subject to bargaining obligations per Article 36, Mid-term Negotiations.
- D. When the Agency creates committees considering matters not including working conditions, Managers will provide fair notice for an opportunity to participate to all qualified bargaining unit employees.

## **Article 33 Union Representatives and Official Time**

### **Section 1. General**

The number of Union representatives and the official time used will be governed by law and what is agreed to in this Agreement. Representatives and Union Officials will be designated by the Union and recognized by Management. The Agency agrees to recognize the Union's designated representatives, Union officials, and national representatives. The Union will provide the names, titles, duty locations, and contact information of the Union's designated representatives, Union officials, and national representatives to the Chief Human Capital Officer.

### **Section 2. Number of Union Representatives**

- A. The Union will be allotted one Union representative for every 25 bargaining unit employees, except that the number of representatives at the Military Personnel Records Center will not exceed 3% of the bargaining unit employees assigned to the Military Personnel Records Center for a period of one year after the date of enactment of this Agreement. After the expiration of the one year period, the cap will increase by 0.25% in each subsequent year. The cap will be negotiated within three years of the date of enactment of this Agreement.
- B. The number of representatives allotted under the formula in Section 2A of this Article will be calculated on an annual basis.

### **Section 3. Official Time Allocation**

- A. Union representatives will be granted official time to perform their official representational duties in accordance with the following:

<b>Representative</b>	<b>Maximum Amount of Official Time Per Month</b>
National Council President	80%
Executive Vice President	60%
Principal Representatives (5)	60%
All other representatives	20%

- B. Union representatives who represent bargaining unit employees before the Federal Labor Relations Authority (FLRA), will be granted official time in accordance with FLRA rules and regulations.
- C. The Council President or their designee who represents bargaining unit employees before the Merit Systems Protection Board will be granted official time.
- D. The use of official time will be for legitimate representational duties. Time will not accumulate from one position to another, nor from one representative to another, nor from month to month.
- E. The Council President or their designee may request that any representative be granted official time in excess of the monthly allotment when necessary for representational activities or training. The request will be submitted to the Chief Human Capital Officer.

#### **Section 4. Recording Official Time**

- A. A representative's use of official time will be recorded in Quicktime unless an alternative method has been agreed to by the Parties.
- B. Each Union representative will record their official representational time in the appropriate timekeeping category in Quicktime.

#### **Section 5. Release for Representational Duties**

- A. Union representatives must notify their supervisor and receive clear confirmation of release from duty before using official time under this Agreement. They will be expeditiously released provided current conditions do not require the representative's immediate performance of their duties. When release cannot be accomplished immediately, the representative will be released as soon as possible.

- B. Union representatives will provide their supervisor with the general purpose of the official time and the approximate time they will be gone. When a union representative has completed the use of official time, that representative will notify their supervisor, if available, upon returning to their work station.
- C. If a Union representative provides adequate notice, and does not receive a timely response from the supervisor, the Union representative will be automatically released from duty on official time.
- D. Occasional, impromptu meetings between a Union representative and an employee will not require prior confirmation of release. These meetings should be as brief as possible, but less than 15 minutes. If additional time is needed, the Union representative will follow the procedures in this Section for requesting and obtaining confirmation of release from their supervisor. Occasional, impromptu meetings of fewer than 15 minutes will not count towards the representative's allocation of official time in Section 3 of this Article.
- E. Union representatives (including AFGE national representatives and/or persons designated by the AFGE Council 260) will have reasonable access to unit employees as necessary to perform collective bargaining or representational duties required by this Agreement.
- F. When an employee requires release from their duties or workstation in order to consult with their Union representative, the Union representative or the employee(s) will request release of the employee in advance and will receive clear confirmation of release from the supervisor prior to release of the employee. The Union representative or employee(s) will inform the supervisor that the employee needs to be released to consult with their representative and will request the approximate time needed. When release cannot be accomplished immediately, the employee will be released as soon as possible. If a Union representative or employee provides adequate notice, and does not receive a timely response from the supervisor, the employee will be automatically released.
- G. When an employee wants to use official time for circumstances not provided for in Section 5F of this Article, official time must be requested in writing and approved in advance.

## **Section 6. Labor-Management Relations Training**

- A. The Agency and the Council will arrange for periodic joint labor-management relations training. Topics covered in the training will be mutually agreed to by both parties. Training will be provided to supervisors and representatives together.
- B. Labor-Management relations training taken during the representative's normal duty hours will count against that representative's monthly allotment of official time. Representatives on 20% official time will have available 40 additional hours above the allotment for such training in a three year period. The employee does not need to use all 40 hours at one time or on one training.

## **Section 7. Official Time During Government Shutdown**

Any Union representative who is representing an exempt or excepted employee during a government shutdown will also be exempt or excepted when using official time to represent said employee.

## **Section 8. Expenses**

- A. All expenses, excluding matters covered in Article 27, Grievance/Arbitration, associated with representing employees will be paid by the Union. Any travel (local or long distance) that takes place during work hours for representational purposes, will count against the authorized allotted time for representational activities.
- B. The Union may request the use of an official government vehicle for official Union business.

## **Article 34 Dues Withholding**

### **Section 1. Eligibility**

Any bargaining unit employee who is a member in good standing of the American Federation of Government Employees (AFL-CIO) may have dues and assessments withheld through payroll deductions.

### **Section 2. Union Responsibility**

- A. The Union will inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.
- B. The Union agrees to inform Management of changes in the following:
  - 1. The title and address of the Union officials responsible for certifying on each employee's authorization form the amount of dues to be withheld; and
  - 2. Changes in dues amounts. Dues changes will be limited to twice a year. Assessment changes will be limited to twice a year.
- C. The Union will provide Standard Form 1187, distribute it, and instruct employees in its use. The Union's designated representative at the worksite is responsible for certifying on each authorizing form the amount of dues to be withheld each pay period prior to forwarding the forms to the servicing personnel office.
- D. The Union will provide Standard Form 1188, as requested, and instruct members in its use.

### **Section 3. Agency Responsibility**

It is the responsibility of Management to:

- A. Ensure that bargaining unit employees who are transferred, reassigned, or realigned within the bargaining unit remain on dues withholding;
- B. Ensure that bargaining unit employees who are temporarily transferred, reassigned, realigned, or promoted out of the bargaining unit have dues withholding resumed upon return to the bargaining unit;
- C. Permit and process voluntary allotments of dues in accordance with this Article and the Statute;
- D. Withhold employee dues on a bi-weekly basis; and
- E. Transmit a bi-weekly remittance for all dues deducted made payable to and sent to:  
  
 American Federation of Government Employees  
 National Secretary-Treasurer  
 80 F Street, NW  
 Washington, DC 20001
- F. Dues will be transmitted together with the following information:
  - 1. The name of each unit employee for whom a deduction is made during that pay period and the amount withheld; and
  - 2. Identification of employees for whom allotments have been temporarily or permanently stopped and the reasons therefore.
- G. Process Standard Forms 1187 and 1188 in accordance with the terms and conditions specified on each form and this Agreement.

**Section 4. Effective Dates for Dues Withholding Actions**

ACTION	EFFECTIVE DATE
Starting dues withholding.	Beginning of first pay period after date of receipt of SF 1187 by the Office of Human Capital.
Revocation (after 1-year statutory waiting period).	Beginning of first pay period following the Office of Human Capital receipt of SF 1188 in accordance with Section 6 of this Article.
Termination due to loss of membership in good standing.	Beginning of first pay period after receipt of the notification by the Office of Human Capital.

Changes in dues amounts.	First pay period after receipt of the notification by the Office of Human Capital or later date, if specified by the Union.
Transmittal of remittance checks.	No later than the Agency's normal pay day.

**Section 5. Notification of Employee's Ineligibility**

When the Agency alleges that an employee on, or processed for, dues withholding is no longer eligible for such deduction, the Union will be notified.

**Section 6. Revocation of Dues Withholding**

An employee's request to revoke dues withholding may not be processed unless the employee has been on dues for a minimum of 1 calendar year. Employees may initiate revocation of dues withholding by submitting a SF 1188 to the Union. The Agency will process only those SF 1188s which are sent to it by the Union, and which bear the signature of the Council President, Executive Vice President or a Union official designated in writing by the President or Executive Vice President. Except for the aforementioned 1-year statutory period, the conditions governing revocation of dues by a bargaining unit member will be considered internal Union business.

**Article 35 Facilities and Services Provided to the Union**

**Section 1. Dissemination of the Agreement**

- A. The Agency will provide a printed copy of this Agreement to any bargaining unit employee upon request.
- B. This Agreement will be available electronically on NARA's internal website in a prominent location.

**Section 2. Office Space**

- A. The Agency agrees to continue to provide the Union with their current office space at the National Archives Building, the National Archives at College Park, the Military Personnel Records Center, and the Civilian Personnel Records Center. If the Agency determines that there is an organizational need for those spaces currently being used, the Union will be moved into comparable space.
- B. The Agency will continue to provide the current type furnishings and décor for these offices. If the Union office is moved, in accordance with this Section, furnishings and décor will be provided commensurate with other administrative offices respective to the facility.

- C. Local Union officials may request space that provides privacy for discussions with employees on an ad hoc basis. Such space will be made available when not otherwise being utilized for the Agency's business. When this request is of an emergency nature, space will be provided. The representatives will normally hold discussions with unit employees in the Union's office space.
- D. The Union agrees that in those facilities with Union offices, representational duties involving use of the telephone will normally be performed in the Union office. In those situations where no Union office exists, the Agency will, to the extent practicable, provide a representative with a private area for telephone calls related to official representational activities.
- E. The Agency will provide the Union one fax machine and line in College Park and in St. Louis. All maintenance, supply, and replacement costs involving the fax machine will be borne by the Union.

### **Section 3. Information Technology**

- A. NARA office equipment (as defined in NARA 802) may be used by the Union to conduct labor Management relations and official representational activities. Such use will be considered as conducting official NARA business.
- B. NARA office equipment (as defined in NARA 802) may be used by the Union to conduct internal business so long as the use is consistent with the provisions in NARA 802.
- C. The Union acknowledges that the system administrator and technical support staff need to monitor the network; the Agency acknowledges the need for the Union to maintain the confidentiality of its internal communications. Therefore, the system administrator and technical support staff will treat all internal communications of the Union as confidential. Further, the system administrator and technical support staff will not divulge any Union internal communications to other Agency officials unless the Union consents in writing.
- D. The Union will identify on all electronic correspondence and files either through signature, subject lines, file names, filing systems, and/or combinations thereof, that the communication is generated by the creator or received in the role of Union representative, and not as an official of NARA or an employee engaged in personal use.
- E. All Union representatives designated under Article 33, Union Representatives and Official Time, will have email accounts created for them if not otherwise assigned, and have access to a NARANET PC at their facility.

### **Section 4. Communication**

- A. The Union offices and telephone numbers will be listed in NARA directories (online directory and building directory).

- B. Management agrees to provide at each NARA facility one wall-mounted bulletin board for the exclusive use of the Union. The Union will be granted no less than the number of bulletin boards provided for the exclusive use of any other employee organization.
- C. The Agency will include a link to the Council's website (<https://www.afge.org/council260>) at the intranet home page (NARA@work).
- D. Subject to security and safety requirements, the Union may distribute informational literature in NARA occupied non-working areas during breaks and lunch periods. However, distributing Union information on employee's desks or mailboxes is prohibited.

## **Article 36 Mid-term Negotiations**

### **Section 1. Statutory Obligations**

In promulgating NARA regulations relating to personnel policies and practices and matters affecting conditions of employment, the Parties will negotiate consistent with law.

### **Section 2. Notice**

- A. The Agency agrees to provide the Council President, unless otherwise specified by the Union, with written notifications of changes in working conditions. Management proposed changes will be referred to the Union for review in advance of implementation of any change. Upon request, the Union will be given a briefing on the proposed change. NARA acknowledges that managers will not implement changes in working conditions without complying with this Article.
- B. Union-initiated mid-term bargaining changes will be submitted in writing to the Chief Human Capital Officer through the Council President.
- C. The provisions of this Agreement may be reopened by mutual agreement according to the procedures in Section 3 of this Article.

### **Section 3. Mid-term Ground Rule Procedures**

- A. Both parties agree to adhere to the following process for negotiable changes:
  - 1. When given notice of a negotiable change, the Receiving Party will respond to the Noticing Party within five work days, with either:
    - a. Their request for a briefing; or
    - b. Their intent to submit bargaining proposals. The noticing party will indicate a preference for traditional or interest based bargaining (IBB).
  - 2. If the Receiving Party requests a briefing:

- a. The Receiving Party will provide at least three available dates with their request. Both Parties will make every reasonable effort to attend one of these dates.
    - b. The Noticing Party will conduct a briefing within five work days from the receipt of the request. Prior to the briefing, the Receiving Party will, whenever possible, submit specific questions in writing to the Noticing Party.
    - c. Should the Receiving Party wish to bargain, they will submit proposals or issues within five work days from the date of the briefing.
  3. If a briefing is not requested, proposals or issues will be submitted within five work days from the date the Receiving Party issues an intent to bargain.
  4. Upon receipt of proposals or issues, the parties shall meet within five work days.
  5. Reasonable extensions may be granted for just cause.
- B. Failure to respond timely to a notice shall constitute a waiver of any right to negotiate on the proposed change, and the Noticing Party may elect to unilaterally implement the change.
- C. General.
1. Changes that are negotiated or agreed to pursuant to this Section will be duly executed by the Parties and will become an integral part of this Agreement and subject to all of its terms and conditions. At the request of either Party a mid-term bargaining agreement will be documented.
  2. If otherwise in a duty status, Union negotiators will be placed on official time when traveling to the negotiation site and during the negotiation sessions, including mediation and impasse proceedings. The Union will provide all expenses for its bargaining representatives.
  3. The Union may have present on official time the same number of negotiators as the Agency has on official time. The Union will not be barred from having a National Officer, Council Officer, or legal representative at these proceedings. The Union agrees to inform the Agency in advance if a legal representative or National Officer will be attending.
  4. Negotiations will take place in space provided by the Agency and will be held as needed.
  5. Either Party may request assistance from the Federal Mediation and Conciliation Service after either Party has declared impasse.

6. The Agency agrees to provide the Union with requested information and data as required by 5 U.S.C. § 7114.
7. The only ground rules governing mid-term negotiations will be those contained within this Article.

## **Article 37 Duration and Termination**

### **Section 1. Length of the Agreement**

This Agreement will remain in full force and effect for a period of 5 years after its effective date. It will be automatically renewed for yearly periods unless either party at the national level gives the other party notice of its intention to renegotiate the Agreement no more than 90 calendar days nor less than 30 calendar days prior to its termination date. When either party gives notice, the parties will meet to discuss the procedures for re-negotiation within a reasonable amount of time. If re-negotiation of an agreement is in progress but not completed upon the expiration date of this Agreement, this Agreement will be automatically extended until a new contract is effective.

### **Section 2. Amendments**

All amendments to this Agreement will terminate upon expiration of the National Agreement.

### **Section 3. Annual Re-opener**

Upon mutual agreement, the Parties at the national level may reopen the Agreement for modification or amendment when renegotiations are not provided in Section 1 of this Article.