



U.S. Department
of Transportation

**Federal Railroad
Administration**

MEMORANDUM OF AGREEMENT

between

FEDERAL RAILROAD ADMINISTRATION

U.S. Department of Transportation

and

**AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES**

Local 2814

November 21, 2024

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PREAMBLE

In accordance with the provisions of 5 U.S.C. Chapter 71, and Public Law 95-454 as amended, the following Collective Bargaining Agreement (CBA or Agreement) is entered into between the Federal Railroad Administration (hereinafter referred to as FRA or the Agency), an operating administration of the United States Department of Transportation (DOT), Washington D.C., and the American Federation of Government Employees (AFGE) through its authorized bargaining agent AFGE Local 2814 (hereinafter referred to as the Union). Collectively, they are referred to in this Agreement as the Parties.

The Agency will develop and maintain constructive and cooperative relationships with its employees, through their exclusive Union Representative, AFGE Local 2814. The Agency acknowledges the importance of the participation of its employees, through their exclusive representative, in providing input into the Agency's development of personnel policies, practices, and procedures which affect conditions of employment. Also, the Union's role in the bargaining of, and assistance with, the implementation of policies, practices, and procedures, contributes to the effective operation of Agency.

The Parties respect the rights granted to the Agency, employees, and the Union by the Civil Service Reform Act of 1978, as amended. The Parties recognize that efficient and effective service is paramount, and the public benefits from the continual development and implementation of modern and progressive work practices to facilitate employee performance and efficiency. Moreover, the Parties recognize that the administration of an agreement depends on a good relationship. This relationship must be built on the ideals of mutual respect, trust, and commitment to the mission and the employees who carry it out. Therefore, the Agency and the Union agree to:

1. Communicate matters of interest and address such matters in mutually beneficial ways;
2. Strive to work collaboratively for the mutual benefit of both Parties;
3. Consider collective bargaining as an opportunity to build and maintain a good working relationship between the Parties; and
4. Recognize that the employees are the most valuable resource of the Agency, and are encouraged, and shall be reasonably assisted, to fully develop their potential as FRA employees.

The Parties agree to acknowledge that subsequent memoranda of understanding, as may be agreed upon, constitute an agreement between the Agency and the Union. This Agreement reflects the values and commitment of the Agency and its employees through the Union, while maintaining a diligent focus on the public we serve.

ARTICLE 1

DEFINITION OF UNIT, RECONGITION AND COVERAGE

Section A - Definition of Unit

1. The FRA hereby recognizes the Union as the sole and exclusive bargaining representative of all employees of the unit as defined in this Article. The unit was certified by the Federal Labor Relations Authority (FLRA) in Certificate No. 22 2290 (R0), dated April 28, 1971, and amended on July 18, 1975. The Agency recognizes any subsequent amendments or certifications.
2. The Bargaining Unit includes all professional and non-professional General Schedule and Prevailing Rate (formerly Wage Board), employees in all FRA offices, nationwide.
3. The Bargaining Unit excludes: Management Officials; supervisors; confidential employees; employees engaged in Federal personnel work in other than a purely clerical capacity or in administering Labor-Management relations; employees engaged in intelligence or security work that directly affects national security; employees engaged in investigation, or audit functions related to the work of Agency employees who duties directly affect the internal security of the Agency; and any other employee excluded under the Civil Service Reform Act (CSRA) of 1978 (5 U.S.C. § 7112).

Section B - Recognition and Coverage

1. The Union is entitled to act for, represent, and collectively bargain on behalf of all employees in the Bargaining Unit. The Union is responsible for representing the interests of all employees in the Bargaining Unit with respect to grievances, formal discussions and agreements, personnel policies, practices, procedures, and other general conditions of employment.
2. The Agency will not bypass, consistent with 5 U.S.C. § 7114(a), the Union by entering into any formal discussions or agreements with employee organizations or Bargaining Unit employees concerning all matters affecting personnel policies, practices, or working conditions.
3. The Agency will not recognize, assist, or sponsor any Labor organization other than AFGE Local 2814 in any matter related to grievances, collective bargaining, or conditions of employment of employees in the AFGE Local 2814 Bargaining Unit.

ARTICLE 2

MUTUAL RIGHTS AND OBLIGATIONS

1. The Parties agree that they have a mutual obligation to each other to conduct Labor-Management relations in a manner which is fair and equitable. The FRA and Union are committed to working together to improve the day-to-day operations of the FRA.
2. The Parties, through appropriate representatives, shall meet at reasonable times and confer in good faith with respect to personnel policies, practices, and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations.

3. The Parties agree that in the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and the regulations of appropriate authorities, including subsequently published DOT and FRA policies and regulations required by law or regulation. All FRA and DOT policies not required by law or regulation in conflict with this Agreement are superseded and amended by this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

Section A - Purpose

Management rights will be executed in accordance with 5 U.S.C. Chapter 71. The Agency retains the rights as set forth in 5 U.S.C. § 7106.

Section B - Authority

1. Nothing in 5 U.S.C. Chapter 71 will affect the authority of any Agency Management Official:
 - a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
 - b. In accordance with applicable laws:
 - i. 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;
 - ii. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - iii. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source; and
 - iv. To take whatever actions may be necessary to carry out the Agency mission during emergencies.
2. In accordance with 5 U.S.C. § 7106(b), nothing in this Article will preclude the Agency and the Union from negotiating:
 - a. 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.
 - b. Procedures that Management Officials of the Agency will observe in exercising its management rights (as detailed in 5 U.S.C. § 7106(a)); or
 - c. Appropriate arrangements for employees adversely affected by the exercise of management rights (as detailed in 5 U.S.C. § 7106(a)) by such Management Officials.

ARTICLE 4

UNION RIGHTS

Section A - Union Rights

1. There will be no restraint, interference, coercion, or discrimination against any employee in the statutory exercise of any right to organize and designate representatives of their own choosing for the purposes of collective bargaining, presentation of grievances, Labor-Management related activity, representation of employees before the Agency, or upon duly designated Union Representatives acting as an agent of the Union on behalf of an employee or group of employees in the Bargaining Unit.
2. The Union, as the exclusive representative of employees in the unit it represents, is entitled to act for, represent the interests of, and to negotiate agreements covering personnel policies, procedures, practices, and working conditions of all employees in the unit.
3. Each year, the Agency will notify employees, via their FRA-issued email address, of their rights to Union representation in compliance with 5 U.S.C. § 7114(a)(3). The email will list the Union President's name and contact information.
4. The Union has the right to refer allegations of misconduct by any employee, including representatives of the Agency, to the DOT Office of Inspector General.
5. The Union may refuse to represent employees in statutory appeals before outside agencies such as the Merit Systems Protection Board (MSPB) (adverse actions), Office of Workers' Compensation Programs (OWCP), or the Equal Employment Opportunity Commission (EEOC) (discrimination complaints). The Union may refuse to represent employees where employees have the statutory right to choose other representation, including, but not limited to, replies to proposed suspensions, adverse actions, reductions in grade, or removals based on unacceptable performance.
6. Union Representatives who are not employees of a specific local FRA occupied facility who desire admission to the facility will be allowed access as follows:
 - a. Employees of the FRA who are representatives of the Union will be allowed access to any FRA occupied facility in the same manner as any visiting employee;
 - b. Union Representatives who are not employees of the FRA will be allowed access to FRA occupied facilities in the same manner as other official visitors; and
 - c. It shall be the responsibility of the Union to advise the Agency, in advance and in writing, when visits by Union officials described in (a) and (b) above are planned, whenever possible.
7. Union Representatives will be permitted to leave their work sites to perform and discharge their representational responsibilities after being properly relieved. This will be done in accordance with Article 7.

Section B - Formal Discussions and Meetings

1. In accordance with 5 U.S.C. § 7114, the Union will be given the opportunity to be represented at:
 - a. Any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any

- grievance, any personnel policy or practices, or other general conditions of employment; or
- b. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:
 - i. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - ii. The employee requests representation.
2. Formal Meetings: The following procedures will be used in providing notice of a formal discussion/meeting to the Union:
- a. The Agency will provide the Union President, or their designee, at least twenty-four (24) hour notice of any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices, procedures or other matters concerning general condition of employment.
 - b. The notification will include the date, time, location, topic, nature, and scope of the discussion/meeting. The Union will inform the Agency of who will represent the Union at the discussion/meeting.
 - c. In unforeseen and/or emergent cases where a minimum of twenty-four (24) hours notification is not possible, the Agency will provide notice as soon as possible, prior to the meeting.
 - d. The Agency will provide the Union with documentation presented at a formal discussion prior to the meeting.

ARTICLE 5

EMPLOYEE RIGHTS

Section A - Employee Rights Generally

1. Employees may consult and seek assistance of the Union. Employees may contact and meet privately with a Union Representative during the employee's duty hours for representational matters.
2. Impromptu meetings between a Union Representative and an employee will not require prior approval. These meetings should be as brief as possible, but no more than fifteen (15) minutes.
3. If additional time is needed, employees will follow the procedures in Article 7 for requesting and obtaining approval from their supervisor.
4. The employee will be released from duty unless there is a pressing operational necessity. In all circumstances, meetings will be scheduled at an appropriate time and place and in a manner that does not adversely affect the employee's job function.
5. Each employee in the unit has the right, freely and without fear of penalty or reprisal, to form, join, or assist a Labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of such right. Except as otherwise expressly provided in this Agreement and/or law or regulation, this right includes the right to act for a Labor organization in the capacity of a Union Representative, officer, or steward and to present the views of the Labor organization to heads of agencies, and other officials of the Government, the Congress, or other appropriate authorities. This right includes the

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

6. Nothing in this Agreement precludes any Bargaining Unit employee, regardless of whether they are a member of the Union, from bringing matters of personal concern to the attention of appropriate Agency officials under applicable law, rule, regulation, or established Agency policy; or from choosing a representative of their choice in a grievance or appellate action.
7. Employees are protected by the Whistleblower Protection Act, as amended, pursuant to 5 U.S.C. § 2302(b)(8), against reprisal for the disclosure of information, which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to health and safety.
8. All employees will be treated fairly and equitably in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, gender identity, sexual orientation, marital status, age, or disability, and with proper regard for their privacy and constitutional rights.
9. An employee must follow supervisory orders, directions, or assignments. If an employee believes that a work assignment violates a law, regulation, or directive, the employee will:
 - a. Notify their immediate supervisor or if the supervisor is unavailable, their next line supervisor in the chain of command, and
 - b. The employee and the supervisor may discuss the employee's concern and the basis for it.
 - c. Following the discussion, the supervisor will issue a decision and there will be no further delay in executing the instruction. If the employee is concerned about the instruction, the employee may provide, in writing, a summary of the instruction to the supervisor and refer the matter to the Union. This does not prohibit the employee from filing a grievance under the Negotiated Grievance Procedure after following the order.
10. When an employee believes that a work assignment or directive is unsafe, the employee will notify their immediate supervisor of the concern and follow the process for reporting unsafe working conditions outlined in Section A of Article 19.
11. Personnel management will be conducted in accordance with 5 U.S.C. § 2301, Merit System Principles, as amended, and 5 U.S.C. § 2302, Prohibited Personnel Practices, as amended. (See Appendices 3 and 4). The Parties mutually agree that the existing law governs this CBA, but will work collaboratively so the documents in the Appendices are current.
12. Employees have the right to engage in Union activities without interference, restraint, coercion, or discrimination that would encourage or discourage membership in a labor organization.

Section B - Weingarten Rights

1. In accordance with 5 U.S.C. § 7114, the Union will be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
 - b. The employee requests representation. Additionally, the employee may request Union representation at any time during the examination.
2. Once the employee requests Union representation, the meeting will cease and may be rescheduled. If rescheduled, the meeting will occur within a reasonable time to allow the employee's Union Representative to attend.

Section C - Documents Requiring Signature

If the employee does not understand a document they are required to sign, the employee may consult a Union Representative and/or seek private counsel. Any consultation should be done in a reasonable amount of time in a manner to allow appropriate review; and may not cause any unnecessary delay to Agency operations. This does not negate management's right to assign work.

Section D - Personal Rights

1. Managers, employees, and Union Representatives will deal with each other in a professional manner and with courtesy, dignity, and respect.
2. Management will make every reasonable effort to conduct discussions concerning personnel matters in private.
3. If an employee is served with a warrant or subpoena, it will be done in private to the extent the Agency has knowledge of the service and can control the situation.

Section E - Surveys and Questionnaires

The Agency will provide the Union with reasonable advance written notice of surveys to be conducted by the Agency concerning conditions of employment that involve Bargaining Unit employees. In order to encourage employee participation in completion of voluntary surveys, there shall be no reprisal based on the employee's responses or lack thereof.

If possible, and if the Agency has knowledge, the Agency will provide the Union with reasonable advance written notice of third-party surveys concerning conditions of employment that involve Bargaining Unit employees.

If available to Management, and if such release protects the respondents' confidentiality, summary results based on Bargaining Unit respondents will be provided to the Union. This Section is not intended to preclude any Union involvement in such surveys that may exist in accordance with past practice, the Parties' mutual agreement, or statute.

Section F - Voluntary Activities

An employee will not be required to contribute to the Combined Federal Campaign (CFC), or equivalent. Participation in blood drives is voluntary. Participation or non-participation will not advantage or disadvantage employees.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section A - Purpose

The Parties recognize their commitment to the policy of prohibiting discrimination based on race, color, national origin, religion, sex (including gender, pregnancy, sexual harassment, sexual orientation, transgender status, and gender identity), age (40 or older), disability, and genetic information (including family medical history) as well as prohibiting retaliation or reprisal. The relevant laws include, but are not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, Genetic Information Nondiscrimination Act (GINA), and all other laws and regulations, as amended, related to unlawful discrimination.

The Agency's Equal Employment Opportunity (EEO) Program is governed by the applicable rules, policies, and procedures arising under Federal Sector Equal Employment Opportunity regulation (29 C.F.R. Part 1614 et seq.).

Section B - EEO Program

The Agency's EEO Program will be designed to promote equal employment opportunities in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The Agency will maintain an ongoing program that promotes equal opportunity as well as identifies and eliminates discriminatory practices and policies. The Agency will have a positive, ongoing, and results oriented program of affirmative action. The EEO Program will include the following objectives and goals:

1. Identify and eliminate barriers that impair the ability of individuals to participate in the workplace based on race, color, national origin, religion, sex (including gender, pregnancy, sexual harassment, sexual orientation, transgender status, and gender identity), age (40 or older), disability, and genetic information (including family medical history).
2. Establish and maintain training and education programs designed to provide maximum opportunity for all employees to advance.
3. Ensure that unlawful discrimination in the workplace is promptly addressed and corrected. Consistent with EEO regulations, the EEO Program will strive to:
 - a. Analyze trends to evaluate the effectiveness of the Agency's overall equal employment effort; and identify if unlawful discrimination has occurred and if so, take appropriate action.
 - b. Provide annual training to managerial and supervisory personnel on antidiscrimination laws.
 - c. Refer for appropriate disciplinary action against employees, managers, and supervisors who engage in unlawful discriminatory practices.
 - d. Work with the appropriate Agency Official(s) and, if applicable, designated employee representatives to provide reasonable accommodations for qualified individuals. Reasonable accommodations are made on a case-by-case basis and

- may include, but are not limited to: job restructuring, modified work schedules, making existing facilities accessible, and modifications of technologies.
- e. Work with the appropriate Agency Official(s) and, if applicable, designated employee representatives to provide religious accommodations for employees.
 - f. The Parties will encourage the use of alternative dispute resolution strategies in keeping to attempt early resolution of EEO complaints at the lowest level.

Section C – EEO Counselors

1. The Agency will maintain a group of trained EEO Counselors who will be available to employees in the informal processing and informal resolution of EEO complaints in accordance with 29 C.F.R. Part 1614.
2. The Agency will recruit and select employees for collateral-duty assignments as EEO Counselors. Only non-supervisory Agency employees may serve as EEO Counselors. Supervisors and managers will not be EEO Counselors. The Agency will appoint EEO Counselors from among interested employees with Union consultation. The Agency will consider Union nominees.
3. The Agency will provide initial training to new EEO Counselors before the Agency assigns them to provide EEO counseling. EEO Counselors will also receive annual training in accordance with EEO regulations. The Agency will provide annual verification of EEO counselor training including records of initial and yearly refresher training.
4. Employees may request from available EEO Counselors to pursue their complaints; however, the Agency will assign an EEO Counselor based on availability, avoidance of conflict of interest, or other applicable reasons.
5. EEO Counselors will complete their duties within the applicable timeframe of thirty (30) days from the initial counseling contact, unless the Parties mutually agree in writing to extend the counseling period. The agreed-upon extension will be in writing and must include a statement identifying the additional amount of time that has been agreed upon.
6. At the conclusion of the informal interview process, the EEO Counselor will inform employees in writing of their right to file a grievance, an EEO complaint, or an appeal to MSPB (where applicable). Any issuance of a notice of right to file to an employee will include the Union President's name and contact information.
7. The Agency will inform its staff that full cooperation with EEO Counselors and Agency staff involved in the processing of informal and formal EEO complaints is required.
8. Managers and supervisors of collateral-duty EEO Counselors will allow the employee duty time to fulfill their counseling duties consistent with mission requirements.
9. The Agency will provide employees with a place to meet privately with EEO Counselors. The FRA EEO Program Manager will have sufficient lockable storage capacity to securely house EEO related case materials. Files will be maintained in locked cabinets. Access to computerized records will be limited, through use of logins and passwords, to those whose official duties require access. Access will be restricted to personnel whose official duties require such access.

Section D - Listing of EEO Counselors

The Agency will provide the Union President, or designee, with a list of EEO Counselors annually and provide notice of any changes as they occur. The Agency will make available on its

intranet or website the following: EEO Counselor's names, work telephone numbers, duty location, and, if possible, pictures of EEO Counselors. The Agency will make available on its intranet or website: the method for obtaining an EEO Counselor, a chart of the EEO complaints process, and a copy of the Agency's EEO policy statement.

Section E - Alternative Dispute Resolution (ADR)

To resolve workplace disputes at the lowest possible level prior to any formal process, Alternative Dispute Resolution (ADR) is available. ADR is a process designed to assist Parties in resolving differences in a less traditional dispute resolution mechanism (e.g., formal complaint process or court).

If an ADR process does not resolve the conflict, the Parties still retain all rights to pursue more traditional approaches. Any person in a dispute may contact the Office of Civil Rights to request assistance in resolving disputes. The ADR is a voluntary process and either Party may elect not to participate.

Section F - Union Representation

An employee engaged in the EEO process is entitled to be accompanied, represented, and advised by a representative of their choosing, consistent with 29 C.F.R. Part 1614. An employee may request a Union Representative to act as their representative during the EEO process, at their discretion. If an employee has a representative present at a meeting and the meeting includes a Management Official, the Agency has a right to have an attorney from the FRA Office of Chief Counsel present and represent the Management Official during the meeting.

A Bargaining Unit employee, represented by the Union, may ask the Union to accompany the employee to file an informal EEO complaint, attend mediation, or attend ADR.

In settlement discussions regarding EEO complaints, the Union will be given the opportunity to be present at the settlement discussion and be provided a copy of the settlement agreement when the Union has been designated the representative of the employee who filed the complaint.

In settlement discussions regarding EEO complaints, when the Union has not been designated the representative of the Bargaining Unit employee who filed the complaint, the Union will be given the opportunity to be present at the settlement discussion, when the discussion is a formal meeting, and made aware of the terms of the settlement agreement that impact more than one (1) Bargaining Unit employee within thirty (30) calendar days.

If a Bargaining Unit employee has filed a formal complaint and is not represented by the Union in that formal complaint, the Union may attend the mediation, ADR, or settlement discussion unless the employee objects to the Union's presence on the grounds that the Union's presence is in direct conflict with one (1) of the employee's rights.

Section G - Duty Time and Official Time

An employee is entitled to a reasonable amount of duty time to prepare the EEO complaint, respond to Agency or EEOC requests for information, and to participate in any investigation or hearing required by the Agency or the EEOC, consistent with 29 C.F.R. Part 1614. The employee must submit a request to their supervisor to use duty time and obtain approval before using the requested time. Any representative that is an Agency employee who is not a Union

Representative is also entitled to duty time to complete representational duties and must also make the request to use duty time in advance. If the employee chooses to be represented by a Union Representative, the Union Representative must use Official Time, and make such requests as required in Article 7 of this Agreement. Any witnesses who are Federal employees will also be provided duty time when their presence is authorized or required by EEOC or Agency officials in connection with a complaint.

Section H - Election of Remedies

In a discrimination case, the employees may make the irrevocable choice of filing a grievance under either the Negotiated Grievance Procedure as outlined in Article 25 of this Agreement, file a formal claim under the Federal sector EEO process, or file an appeal with the MSPB (if the employee's claim is within the MSPB's jurisdiction), or other legal forum, but not more than one (1). An employee is considered to have made an election when they timely file an appeal with MSPB, files a formal EEO complaint with FRA, or files a grievance. If an employee files under more than one (1) forum, the procedure under which they timely filed first will be the elected procedure.

Section I - EEO and Affirmative Employment Plans

The establishment and implementation of EEO Affirmative Employment Plans and related plans is a fundamental Agency objective.

1. The Agency will maintain a continuing affirmative employment program in accordance with 29 C.F.R. § 1614.102, Management Directive 715 or as amended, and applicable statutes and regulations.
2. Within sixty (60) calendar days of submission, the Agency will provide the Union with the Agency's Affirmative Employment Plans, EEO plans, workforce profile, Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002 (No FEAR Act), and related submissions required by the EEOC or Office of Personnel Management (OPM).

Section J - Meeting with Agency Office of Civil Rights and the Union

The Director of Civil Rights, or designee, will provide the Union President, or designee, a briefing on the Agency's EEO program at least once each calendar year. The Agency will provide the Union annual status reports on workforce profile and action items at this briefing.

Section K - Representation on Committees

1. The Union will be permitted a representative on any diversity committees, councils, work groups, or subcommittees, if they exist or are established by the Agency.
2. The Union-appointed Representative will function as a full member of the committee/council and will receive Official Time in accordance with Article 7.
3. If minutes are maintained of a meeting, the minutes will be provided to the meeting participants within a reasonable time of each meeting.
4. All meetings will be held during FRA business hours.
5. FRA will pay travel for one (1) Union Representative to attend required in-person meetings.

ARTICLE 7

UNION REPRESENTATION AND OFFICIAL TIME

Section A - Purpose

Official Time is defined in the statute 5 U.S.C. § 7131, as paid duty time used for various Labor Relations and representational obligations in accordance with laws, rules, regulations, and this Agreement.

1. Official Time will be granted to elected/appointed Union officers, stewards, and other representatives authorized by the Union during each representative's normal working hours, without loss of duty position, duty location, pay grade or benefits, or charge to annual leave. Official Time is prohibited for any activities performed by any employee relating to the internal business of the Union including the solicitation of membership, election of Labor organization officials, and collection of employee dues.
2. This Article provides an equitable process for the allocation and approval of Official Time and recognizes that the appropriate use of Official Time benefits both Agency Management and the Union.
3. The Union and the Agency recognize that the use of Official Time as agreed upon in accordance with the provisions of this Article leads to improved Labor-Management relations. Such a relationship is in the interest of all Parties, including the American public.

Section B - Approval Procedures for Official Time

1. Union Representatives planning to use Official Time must request it as far in advance as possible. When advance notice is not possible, the request will be submitted at least two (2) business days before planned usage. The Agency recognizes that emergencies may arise. Union Representatives may submit an emergency request no later than one (1) business day before the planned usage. The Union President, or designee, will submit all written requests for the Official Time through the Labor Relations Officer (LRO), or designee. This allows the LRO, or designee, to confer with management, consider the request, and plan for mission requirements. The LRO, or designee, will coordinate with the appropriate supervisor or Management Official to obtain approval for the Union Representative to be released from duty to perform representational duties. If the LRO, or designee, is delayed in responding, appropriate relief from timeframes will be commensurate with the delay (i.e., one (1) day extension for each day of delay).
2. All Official Time requests must contain sufficient information to allow the LRO, or designee, to determine if the requested time and activity described meet the criteria outlined in this Article. The request must include the following:
 - a. The anticipated amount of Official Time to be used on each occasion;
 - b. The date and time the Official Time will be used;
 - c. The employee's first-level supervisor or Management Official approving the Official Time; and
 - d. The purpose of the Official Time.
3. Consistent with 5 U.S.C. § 7131, the Agency will only approve Official Time that it deems reasonable, necessary, and in the public interest.

4. All Official Time must be recorded with the appropriate Labor codes in the DOT time and attendance system, the Consolidated Automated System for Time and Labor Entry (CASTLE). The following Labor codes represent the types of Union activity found in the Agency Time & Attendance system. The Union and FRA agree to incorporate into this CBA any subsequent changes to the following Labor codes.
 - a. Labor Relations, Dispute Resolution (CASTLE LABOR CODE - LRD): Official Time used to process grievances up to and including arbitrations and to process appeals of Bargaining Unit employees to the various administrative agencies such as the MSPB, FLRA, and EEOC and, as necessary, to the courts, in accordance with 5 U.S.C. § 7131(c).
 - b. Labor Relations, General Labor-Management Relations (CASTLE LABOR CODE – LRG): Official Time used for meetings between Labor and Management Officials to discuss general conditions of employment, Labor-Management committee meetings, Labor Relations training for Union Representatives, and Union participation in formal meetings and investigative interviews, in accordance with 5 U.S.C. § 7131(d).
 - c. Labor Relations, Mid-Term Negotiations (CASTLE LABOR CODE – LRM): Official Time used to bargain over issues raised during the life of this CBA, in accordance with 5 U.S.C. § 7131(a).
 - d. Labor Relations, Term Negotiations (CASTLE LABOR CODE – LRT): Official Time used by Union Representatives to prepare for and negotiate a basic collective bargaining agreement or its successor, in accordance with 5 U.S.C. § 7131(a).
5. All Union Representatives are responsible for accurately reporting the use of Official Time in CASTLE.
6. Each pay period the Agency will provide the Union President, or designee, with a report containing the number of hours used, per Union Representative, thus far during the leave year.

Section C - Union Representatives/Designated Officials

1. The Union may designate and the FRA agrees to recognize five (5) Union Officers and nine (9) Union Representatives as Stewards.
2. The Union agrees to annually provide the FRA with a roster of the names, duty station, work telephone numbers (including cell phone numbers issued by the government), and the area of responsibility of all Union Officers and Stewards. The roster will be updated and sent to the Agency expeditiously after each change. As such, the FRA agrees to provide the Union with a monthly roster of the names, duty station city and state, work telephone numbers (including cell phone numbers issued by the government), and the area of responsibility of all FRA supervisors.
3. If a Union Representative, elected or appointed, is temporarily assigned as an acting supervisor or manager, the Union Representative may not exercise the rights and privileges of their Union position until the temporary assignment is completed. Furthermore, the Union Representative may not take part in any action related to a grievance, appeal, or complaint which arose during the temporary assignment when they were directly involved as a supervisor or manager.

Section D - Allocation of Official Time

1. The Union will be granted a bank of four thousand one hundred and sixty (4,160) Official Time hours for Union representational duties at the beginning of each leave year. Unused bank hours will expire at the end of the leave year. The Union must inform the Agency, through the LRO, or designee, how the bank hours will be allocated among Union officials and stewards for the following leave year by November 1st. Allocated Official Time bank hours means the hours the Union intends a Union Representative to use during the upcoming leave year from the bank. Any Union official or steward allocated five hundred and twenty (520) hours or more from the bank must be allocated by November 1st. Bank hours that are not allocated may be used by any other Union official and steward, as needed. Deductions from the bank of hours will be based upon actual Official Time hours used.
2. Union officials who are allocated two thousand and eighty (2,080) hours per year are exempt from the procedures found in Section B (1)-(3) of this Article; however, all other Union officials and stewards must comply with Section B (1)-(3) of this Article.
3. All Union Representatives must adhere to their respective program office and supervisor's time and attendance and reporting submission and approval procedures. All Union Representatives must inform their supervisor of their daily location and general activities (i.e., Union representation, term negotiations, mid-term negotiations, conference attendance) for the purpose of accountability, security, emergencies, drug testing, etc.

Section E - Types and Appropriate Use of Official Time

1. Official Time from the bank of hours is permitted for the following activities consistent with the Union's allocation and Agency approval:
 - a. Any activities permitting Official Time under 5 U.S.C. Chapter 71: formal representational activity including representing employees during formal discussions and investigatory interviews (as permitted under 5 U.S.C. § 7114); preparation and presentation of grievances and appeals; preparing responses to performance and disciplinary actions; representing an employee who is presenting a complaint, grievance, or appeal; and/or observing at a proceeding for which the Union is not a designated representative, except as otherwise provided in 5 U.S.C. § 7131.
 - b. Agency-Union partnership activities including discussions with Management Officials related to working conditions, partnership committee meetings, and/or preparation of comments on proposed orders or directives of the FRA affecting personnel policies, practices, and working conditions, when requested to do so by the FRA.
 - c. Travel to FRA multi-day conferences: For each large-scale multi-day annual or semi-annual, all employee conference hosted by an FRA program office, the Union President, or designee, will be permitted up to three (3) days of Official Time from the bank of hours to attend.
 - i. In-person conferences: For fully in-person conferences the Agency will pay upfront for three (3) days of travel and per diem costs in accordance

- with government-wide regulations and the Union will reimburse fifty (50) % of the travel and per diem costs.
- ii. Hybrid conferences: For conferences that are both in-person and virtual, the Union President, or designee, must submit a request to travel to the designated Agency official to attend in-person; and will be considered on a case-by-case basis. If the Agency approves the request, the Agency will pay upfront for three (3) days of travel and per diem costs in accordance with government-wide regulations and the Union will reimburse the Agency fifty (50) % of the travel and per diem costs. If the Agency denies the request, the Union President, or designee, may attend virtually or the Union may pay all travel costs for the individual to attend in-person.
 - iii. The Agency will submit to the Union Secretary/Treasurer an invoice requesting reimbursement of the charges following payment of the travel voucher. The Union must pay the invoice within thirty (30) calendar days. The approval of travel for these conferences may be delayed or denied if the Union has past due invoices.
 - d. New Employee Orientation: The Union President, or designee, will be granted up to one (1) hour of Official Time every two (2) weeks during each biweekly FRA new employee orientation to meet with new employees if a Bargaining Unit employee is attending orientation. The Union may discuss the role and function of the Union, but may not solicit Union membership.
2. Training: The FRA agrees to grant an additional bank of five hundred and sixty (560) hours of Official Time per calendar year for Union Representatives to attend Labor Relations training of mutual benefit to the Union and the FRA. Generally, no employee will be permitted to use more than forty (40) hours of such time in one (1) calendar year; however, longer periods will be approved when unusual or occasional opportunities are available that would further serve the interests of the FRA and the Union. The Union President, or designee, must submit a written request for the use of Official Time, including an official description of the training and agenda, if available, to the LRO or designee, no later than seven (7) calendar days before the start of the scheduled training session. Official Time under this subsection will only be provided to designated Union Representatives on the roster and not to any other Bargaining Unit employee. If a new Union Representative is elected or appointed, and the allotted training bank is exceeded, the Union may request and receive additional hours for the new representative to attend training.

ARTICLE 8

USE OF GOVERNMENT FACILITIES AND COMMUNICATIONS

Section A - Use of FRA Space for Union Activities

At the request of an authorized Union Representative, permission for use of available space at FRA facilities for Union activities, such as business membership meetings, during non-duty hours, will be granted subject to safety and security regulations and provided that such meetings will not interfere with normal operations or functions of the FRA activity. Available space, such

as conference rooms, unoccupied offices, and similar facilities not currently in use, also may be made available upon request by authorized representatives for preparation in a grievance, arbitration, or adverse action case.

Section B - Communication with the Union President

1. The FRA agrees to provide the Union President an adequate copy, as available, of applicable regulations, guidelines, and policies upon request. This information will be available for review and reference by employees and Union Representatives. If a representative with a specific question finds a particular regulation or reference unavailable, the FRA will see that applicable portions of the documents are made available.
2. The FRA will furnish a list of new hires, separations, promotions, and reassignments to the Union President on a quarterly basis. The list will include name, job title, grade/series, effective date, and location, and will differentiate between “to” and “from” duty stations and whether separation was the result of retirement or death.

Section C - Use of Electronic Space

The FRA agrees that electronic bulletin board space shall be made available by the FRA on the FRA internal website for the display of Union literature, correspondence, notices, etc., as well as official publications of the National Office of AFGE. This type of literature/information may also be distributed by the Union. The Union agrees that such literature/documents/information will not contain items relating to partisan political matters, or propaganda against, or attacks upon, individuals or activities of the FRA, DOT, or the Federal Government. The website established for the Union by FRA and maintained by the Union will be for informational posting only and will not have a dialog, chat or response functionality. Nothing in this material or information distributed or posted shall imply sponsorship or endorsement by the FRA.

Section D - Electronic Copy of Bargaining Agreement

All FRA employees shall have access to an electronic copy of this Agreement. The FRA further will ensure the Agreement is posted on its internal website.

Section E - Use of Government Facilities, Equipment, and Services

The following Government facilities, equipment, and services may be used by the Union or its representatives in the conduct of Labor-Management relations:

1. Duplication of memoranda and comments required by this Agreement printed in black and white and two-sided.
2. FRA communication systems, computers, printers and photocopiers may be used when required to perform representational activities or to respond to management-initiated activities. These communication systems and equipment will not be used to conduct internal Union business.

Section F - Secluded Space

The FRA will provide AFGE Local 2814 an enclosed office with lockable door at FRA Headquarters.

ARTICLE 9

DUES WITHHOLDING

Section A - Purpose

1. Dues withholding from Bargaining Unit employees will be administered in accordance with 5 U.S.C. § 7115 and this Article.
2. Bargaining Unit employees may authorize the payment of Labor Organization dues to the Union by voluntarily completing a Standard Form (SF) 1187 “Request for Payroll Deductions for Labor Organization Dues” (SF-1187) or its equivalent.

Section B - Union Responsibilities

The Union agrees to:

1. Inform and educate its members on the voluntary nature of payroll dues withholding, including the prescribed procedures for authorizing the allotment and conditions under which the allotment may be revoked;
2. Provide a blank copy of an SF-1187 to a prospective Union member;
3. Ensure employees are members in good standing in the Union;
4. Complete, sign, and certify the SF-1187. The Union’s Secretary/Treasurer, or designee, will forward the properly completed and certified form to the LRO, or designee, for appropriate payroll processing;
5. Complete, sign, and certify Standard Form 1188, “Cancellation of Payroll Deductions for Labor Organization Dues” (SF-1188), or equivalent form, and forward the properly completed and certified form to the LRO, or designee, for appropriate payroll processing;
6. Notify the LRO, or designee, in writing of:
 - a. Any change in the amount of membership dues; and
 - b. The name of any employee having dues deducted who is suspended or expelled from membership in the Union, within thirty (30) calendar days of the date of such final determination, so that the employee allotment can be terminated.

Section C - Agency Responsibilities

The Agency agrees to:

1. Process the voluntarily completed and certified SF-1187 allotment of dues in accordance with this Article;
2. Withhold dues on a biweekly basis through payroll deductions;
3. Notify the employee and the Union in writing when an employee is not eligible for an allotment because they are not in the Bargaining Unit; and
4. Ensure all Union requests for withholding dues or revocation of dues withholding are in accordance with the applicable contract provisions and forward to payroll for appropriate processing.

Section D - Improperly Completed or Certified Forms

The Parties agree that any SF-1187 that has not been properly completed or properly certified will not be accepted. Once an error is identified, the LRO, or designee, will return the SF-1187 to the Union no later than three (3) business days.

Section E - Allotments (Payroll Deductions)

Bargaining Unit employees who want to make an allotment for payment of Union dues can request such allotments by completing a SF-1187. Bargaining Unit employees will complete the SF-1187 and submit it to the Union's Secretary/Treasurer, or designee, who will complete the certification portion of the form, and promptly submit the form to the LRO for processing.

1. The LRO, or designee, will acknowledge the receipt of each SF-1187 received from the Union. The LRO will have overall responsibility for coordinating with the payroll office to initiate processing of the withholding.
2. The Agency will forward the properly completed SF-1187 to the payroll office prior to the end of the next pay period following receipt. The authorized Union Representative will contact the LRO, or designee, to resolve any discrepancies.
3. Following the LRO's, or designee's, receipt of the Union's certification of dues, the Agency will inform its payroll office of any change in dues allotment prior to the end of the next pay period.

Section F - Employee Dues Revocation

1. An employee must maintain membership in the Union for one (1) full year. Thereafter, dues withholdings may be revoked in accordance with 5 C.F.R. § 2429.19.
2. A Union member may revoke their allotment for Union dues by submitting a completed and signed SF-1188 to the Union's Secretary/Treasurer who will forward the signed form to the Agency's LRO. Bargaining Unit employees may contact the Union or the Agency Labor and Employee Relations Office for more information on the appropriate form/process.
3. The LRO will coordinate with the payroll office to discontinue withholding of dues upon receipt of a properly completed SF-1188 from an authorized Union Representative. Subject to processing delays outside the Agency's control, the Agency will complete dues deduction actions within two (2) pay periods from the receipt of the SF-1188

Section G - Automatic Dues

1. Dues deductions will terminate with the start of the first pay period after which any of the following occurs:
 - a. Loss of exclusive recognition of the Union;
 - b. Separation of the employee for any reason;
 - c. Notice to the Agency from the Union that the employee has been suspended or expelled from the membership of the Union;
 - d. Transfer, reassignment, promotion, or demotion of an eligible member to a position excluded from the Bargaining Unit;
 - e. Activation of an employee into active-duty military status; and

- f. Assignment to a temporary detail outside of the Bargaining Unit. Upon return from the detail assignment to the Bargaining Unit position, dues deductions will resume.
2. The Agency will notify the employee and the Union’s Secretary/Treasurer, in writing, when an employee is not eligible for dues deduction allotment because they are not included in the Bargaining Unit. The Office of Human Resources (HR) is responsible for this notification.
3. All appropriate approved Union requests for Union dues (withholding or revocations) will go through the FRA LRO to payroll. The LRO, or designee, will ensure the request is in accordance with the applicable contract provisions and forwarded to payroll for appropriate processing.

Section H - Union Dues Reconciliation Report

1. The Agency will ensure remittance for dues withholding will be made biweekly. This remittance will be in a direct deposit for the total amount of dues withheld for each pay period.
2. The Agency will keep its payroll records up to date to ensure accurate dues deduction for Bargaining Unit employees.
3. The Agency will provide a “Union Dues Reconciliation Report” containing at least the following information, contingent with the Union complying with the Association/Union Data Request Form and DOT Information Security requirements:
 - a. Pay period; and
 - b. Names of the employees (first and last names, plus middle initial) and the amount deducted.
4. The Agency will reinstate dues withholding for bargaining until employee(s) who were on temporary details, temporary promotions, or reassignments outside the Bargaining Unit and had their dues withholding stopped during that period.

Section I - Remittance

The Parties agree that administrative errors will be corrected and adjusted in the next remittance payment or as soon as practicable.

ARTICLE 10

POSITION DESCRIPTIONS

Section A - Purpose

The Parties agree to the importance of ensuring the accuracy of an employee’s position description since (a) it is the continuing basis for the classification, grade, and pay of an employee; and (b) it also serves as a basis for the development of an employee’s performance plan.

1. The FRA will delineate in a position description, in accordance with applicable OPM classification standards, the kinds and range of duties that an employee may be expected to perform.

2. The FRA agrees that phrases such as "other duties assigned" or "other related duties" when used in the position description should generally be interpreted as duties related to the position and at the grade level of the employee assigned to the position. The Parties agree that such definition in no way restricts the FRA in the right to assign work to employees and to determine job content.
3. The FRA will initiate action to change the position description in a timely manner if the recurring major duties and responsibilities identified in an employee's position description change.
4. If related duties become a regular, continuing portion of an employee's work assignment, the FRA will revise the position description and critical job elements, as appropriate, to reflect the changes.
5. The employee and supervisor will review the position descriptions annually for accuracy.

Section B - Employee Appeal Rights

If an employee concludes that their position description is no longer accurate, the employee will discuss their concerns about the accuracy of the position description and its classification with the supervisor. Together, the employee and supervisor will make a good faith effort with the assistance of a representative of the Office of Human Resources, if necessary, to resolve the problem. If these efforts fail to resolve the matter, the employee may request a desk audit with HR or prepare a formal classification appeal.

If the employee requests a desk audit, the employee will make the request to their supervisor. If the supervisor agrees that a desk audit is necessary to resolve the matter, the supervisor should make this request to HR within five (5) business days. The FRA must make a good faith effort to perform the desk audit as soon as possible. However, the requested desk audit should be initiated within thirty (30) calendar days from the date of the supervisor's request to HR. The supervisor or employee who requested the desk audit may request and receive periodic updates every thirty (30) calendar days.

If an employee elects to appeal a classification of a position, they have the option of either appealing it through the appropriate staff in the Office of the Secretary, U.S. Department of Transportation or submitting the appeal to the OPM. The steps for submitting appeals to the OPM are outlined in 5 C.F.R. Part 511, Subpart F.

ARTICLE 11

FILLING POSITIONS/VACANCIES

Section A - Purpose

The FRA will continue to utilize, to the maximum extent possible, the skills and talents of its employees. There are several ways in which positions can be filled; e.g., voluntary reassignment, promotion, change to lower grade, reinstatement, or through the OPM competitive examination procedures. The FRA has the right to determine the means by which any position will be filled. When announcing positions under competitive procedures, all position vacancies will be announced in accordance with the provisions of the Merit Staffing Program. The FRA assures

that concurrent consideration will be given to eligible FRA employees who apply if eligible outside candidates who apply are considered.

Section B - Copies of Vacancy Announcements

When announcing positions under competitive procedures, all vacancy announcements for Bargaining Unit positions GS-5 and above will be prepared and issued with the intent that employees have a means of obtaining a copy. Notification to employees will be on the opening date of each announcement. Vacancy announcements will remain open for not less than ten (10) business days.

Section C - Filling Vacancies

Vacancy announcements are to be clearly written with sufficient information for the employee to understand what the area of consideration is, what the duties of the job are, what qualifications (including selective placement factors) are required, what evaluation methods are to be used, and what the employee has to do in order to apply. Each announcement must contain a statement on equal employment opportunity (and, if applicable, a statement that the position is subject to pre-employment drug testing, random drug testing and telecommuting). If the position being filled is one with known promotion potential, and therefore, a subsequent career promotion is permissible, this fact must be stated in the announcement.

Section D - First Duty Station Policy

First Duty Station Policy (Sections D & E apply only to the Office of Railroad Safety).

1. **Probationary Period:** New employees serve a one-year probationary period, must stay in the same position, and under the same supervision, if possible and appropriate, for the year. The continuity of supervision is crucial to the employee to be able to successfully complete the probationary period. The continuity is equally important for FRA should management have to separate the employee during the probationary period based on conduct or performance problems.
2. **Seniority Provision:** The FRA and Union agree that the employee (excluding trainees and term employees) does not fall into the seniority provision for selection until they have one (1) year at their first duty location.
3. **Hardships and Desired Locations:** FRA has taken the firm position on denying reassignments based on hardships. The first priority of FRA is to ensure its employees are in the right positions and disciplines which are located in all necessary areas to fulfill its mission.

Section E - Voluntary Reassignment Program

Employees occupying the position of Railroad Safety Inspector, GS-2121-12, who are interested in voluntary reassignment, may apply for Railroad Safety Inspector, GS-2121-12 positions, by applying in accordance with the application procedures outlined in vacancy announcements. When a determination has been made to fill the position by voluntary reassignment, where appropriate, the employee who applies and meets the criteria below will be selected if the employee:

1. Occupies the same Railroad Safety Inspector discipline as the vacancy;

2. Has not received any Letters of Reprimand or suspensions within the most recent twelve (12) months;
3. Is not currently under investigation for potential misconduct. If the employee is deemed ineligible due to an ongoing investigation, the employee must be informed they are under investigation;
4. Has a “Fully Successful” or better on their most recent performance appraisal and has not been on a Performance Improvement Plan (PIP) within the most recent twelve (12) months;
5. Has not been voluntarily reassigned within the most recent twelve (12) months;
6. Has the most seniority of applicants, which is defined as:
 - a. Is a Railroad Safety Inspector at the GS-2121-12 level with the earliest FRA Entrance on Duty date based on continuous FRA service; or
 - b. Is an FRA candidate with the earliest promotion date to the position of Railroad Safety Inspector, GS-2121-12. Ties will be broken on the basis of the earliest Service Computation Date.

Within ten (10) business days after an employee has been selected for a voluntary reassignment, the Union President will be furnished the names of the Bargaining Unit employees who applied for that Position.

Section F - Railroad Safety Inspector Trainees Bidding on Promotional Opportunities Upon Successful Completion of the Training Program Policy.

1. All Office of Railroad Safety (RRS) Inspector Trainees (see Appendix 5), when hired and as a part of the program must sign a mobility agreement with FRA. The Agency has a vested interest to provide a bridge from its Trainee Program to journeyman Railroad Safety Inspector positions. The policy is as follows: Once a trainee successfully completes the training program, FRA requires within the year, they begin to apply to various inspector job announcements (which will be advertised at the GS-12 level) which are of their declared discipline. When a trainee bids upon an inspector job in their declared discipline, and if no journeyman inspector has submitted a valid voluntary reassignment bid on the job, the trainee shall be offered the job provided the employee meets the following criteria:
 - a. They are fully qualified and has met the time in grade requirements;
 - b. They have received as a minimum, a summary performance evaluation of “Fully Successful” in the most recent performance evaluation; and
 - c. There are no formally documented incidents of misconduct or deficient performance.
2. The trainee will not be permitted to stay in the same position an extended period of time upon completion of the trainee program. Should the trainee not be placed by the merit staffing process within a reasonable time frame, (approximately two (2) years), the Agency will place the trainee by a directed reassignment.

Section G - Vacancy Selection Time Frames

Selections for vacancies will be made within the following time frames:

1. When there is an internal candidate for a Bargaining Unit vacancy who meets the criteria in Section E above, every attempt will be made to make a selection within sixty (60) calendar days after the closing date of the vacancy announcement.
2. When there is no internal candidate, every attempt will be made to make a selection within sixty (60) calendar days after the closing date of the vacancy announcement provided that Management may at its option make a second selection without advertising in those instances where the selectee declines anytime during the pre-employment process.
3. Failure to meet these time frames will result in readvertisement of the vacancy unless the time frames have been extended by mutual agreement by both Parties.
4. The FRA agrees to notify an employee of selection for a reassignment as far in advance of the effective date of the reassignment as practicable. FRA agrees, when possible, to seriously and fairly consider concerns expressed by the employee in establishing the effective date of the reassignment.

Section H - Candidate Determinations

All candidates applying for positions through the FRA Merit Promotion Plan will be notified in writing concerning the "Qualified" or "Not Qualified" determinations of their applications. After a selection has been made, the candidates considered will be notified in writing and advised if they were among the "Best Qualified" candidates referred to the selecting official(s).

Section I - Discrepancies Advertised in Bargaining Unit Positions

1. The Union will be briefed on a promotion package for Bargaining Unit positions when it has reason to believe a discrepancy exists. Requests for this briefing must be made in writing by the Union to the Director of the Office of HR within fifteen (15) business days after receipt of the notification of selection and should contain information that describes the discrepancy and why the Union believes a discrepancy exists.
2. The Union will provide the Agency, in writing, with the name of the Union Representative who will participate in the briefing. Employees who applied for the position at issue are not eligible to be the designated representative.
3. The HR Representative will make the pertinent records from the package available to the Union Representative within fifteen (15) business days of receipt of the briefing request. The Union Representative shall treat information confidentially. Promotion package reviews will take place in the Office of Human Resources, FRA, Washington, D.C., or virtually (i.e., by sharing documents during a Microsoft Teams call) in the presence of an HR representative.

ARTICLE 12

PERFORMANCE MANAGEMENT

The Performance Management Program, as it applies to FRA employees, will be in accordance with 5 U.S.C. Chapter 43, 5 C.F.R. Part 430, appropriate OPM regulations, and FRA Order 3430.5E, Performance Management Program.

ARTICLE 13

EMPLOYEE DEVELOPMENT AND TRAINING

Section A - Purpose

The FRA and the Union recognize that training and career development counseling are effective means of assessing, guiding, and developing employee performance capabilities and utilization.

The FRA agrees to offer career counseling to interested employees concerning training opportunities available to them to the extent resources permit. The FRA further agrees to inform employees about the availability of career counseling.

Section B - Training and Development

The FRA, to the extent practicable, shall seek to provide training and development for employees through on-the-job training and the use of internal and external formal training courses so they may develop and enhance their individual capabilities. The FRA shall give priority consideration to training related directly to the current official duties of employees, and, when appropriate, to career development.

Supervisors shall discuss training needs with employees during the mid-term performance evaluation and during the annual performance appraisal sessions. Employees are encouraged to present reasonable suggestions concerning their training needs to their supervisors. It is the FRA's responsibility to determine if the training proposed is directly related to accomplishing the employee's job requirements and is necessary. The FRA shall consider requested training in accordance with applicable law or regulation. This includes consideration of other training requests which would result in better organizational or individual performance. Nomination and selection in training and career development programs and courses shall be made in a fair and impartial manner.

Section C - Training for Reassigned Employees

The FRA shall develop plans to meet the training needs of reassigned employees. Such plans will address such concerns as the needs of the employee, and the time needed to achieve the purposes of the plan.

Section D - Career Development

The Parties agree that employee self-development should be encouraged. Therefore, the FRA shall make available to employees timely information concerning non-technical training courses and programs of which it is informed, and which are known to be available from Government or non-Government sources. To accomplish this, information such as correspondence courses, and training/education opportunities will be available through the appropriate headquarters/regional office.

Section E - Training Notification and Approval

As soon as possible before the start of non-technical training activities, the FRA shall notify employees whether or not their applications have been approved.

Section F - Non-Technical Training Documentation in eOPF

Documentation of completed training forms for non-technical training of eight (8) hours or more shall be placed in the employee's Official Personnel Folder.

Section G - Employee Development and Training Program

The FRA agrees that opportunities should be available to employees who demonstrate potential and interest so that they might advance in their careers and perform at their highest potential within FRA. To the extent practicable and consistent with budgetary constraints, the FRA Employee Development and Training Program shall provide opportunities for:

1. Employees to improve their skills, knowledge, and abilities through experience, assignments, selected courses, and career counseling;
2. More effective utilization of employee potential. If an individual's potential has been assessed through the selection process and given planned development, they will be better prepared for a career with advancement opportunities;
3. Career mobility for qualified employees; and
4. A broader Agency-base for selection of personnel for the technical, administrative, professional positions and thus diversify the employee population in those careers.

Candidates for upward mobility positions under the Employee Development and Training Program will be competitively selected, through the Merit Promotion System, from career or career-conditional employees in grades GS-1 through GS-9 or their wage grade equivalents.

Training of upward mobility participants under the Employee Development and Training Program may be flexible in terms of length and sequence or scope of training, in accordance with the needs of the individual trainee and Agency requirements and constraints.

Section H - Individual Development Plan

An employee's Individual Development Plan (IDP) must be developed in conjunction with the performance appraisal system. An IDP shall be required of employees in a formal training program, such as the upward mobility or leadership development programs.

ARTICLE 14

WITHIN GRADE INCREASES

All determinations of the granting or denial of a Within Grade Increase shall be governed by 5 C.F.R. Part 531, Subpart D, Within Grade Increases; applicable regulations; and FRA Order 3430.5E, Performance Management Program.

ARTICLE 15

EMPLOYEE AWARDS

Section A - Purpose

The FRA Awards program shall be in accordance with the Employee Awards and Recognition Program Order (FRA Order 3450.1D).

Any employee may recommend a cash or time-off award. However, managers and supervisors must concur with the recommendation and final approval rests with the Chief Counsel, respective Associate Administrator, or equivalent. (Exception: The DOT Acquisition Award requires approval by the Deputy Administrator.)

For honorary awards, nominations can be submitted by employees or supervisors. However, all honorary awards must receive concurrence by the Chief Counsel, respective Associate Administrator, or equivalent. Final approval of honorary awards rests with the Administrator.

The FRA's Office of Human Resources will provide technical review of all award recommendations for employees to ensure conformance with applicable regulations prior to final approval by the Administrator, respective Associate Administrator, Chief Counsel and other appropriate officials, or their designees.

Section B - Notification of Awards

It is agreed that the FRA will provide the Union President with written notification of awards granted to unit employees within ten (10) business days after administrative processing by the Office of Human Resources. Notification may be made by email.

Section C – Reviews and Recommendations of Awards Program

The FRA Awards Committee comprised of Labor and Management representatives from each office will conduct periodic reviews of the awards program and make recommendations to improve the program.

ARTICLE 16

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section A - Purpose

The FRA will provide a referral service for those employees who are in need of employee assistance. The objective of this program is to provide assistance to employees in dealing with health, family, and financial matters. The Union agrees to cooperate fully with the FRA in this program and to provide necessary encouragement and information to employees seeking help under this program.

Section B - Concern for Employee Well-being

The Parties are concerned with an individual's health and family problems when it interferes with the safe and efficient performance of assigned duties, disrupts the efficiency of the Agency, reduces their dependability, reflects discredit on the Agency, or is a criminal offense.

Section C - Use of Leave for Treatment or Rehabilitation

An employee having treatable health problems will receive the same careful consideration and offer of assistance that would be extended for any other illness or health problem. Sick leave, annual leave, and/or leave without pay (LWOP) will be granted for the purpose of treatment or rehabilitation.

Section D - Voluntary Participation

Voluntary participation in this or a similar program by employees who have realized or been made aware of a health, family, or financial problem is encouraged. The continued service, job security, or promotion opportunity of an employee shall not be jeopardized by requests for counseling or therapeutic assistance. If an employee fails to participate in any rehabilitative program or, having participated, the employee fails to bring conduct or performance up to satisfactory level, the Agency shall evaluate the employee accordingly and initiate an appropriate performance-based or adverse action. All referrals must be made on an objective and factual basis, rather than any unsupported assumption.

Section E - Communication of the EAP Program

Subject to all laws, regulations and policies of confidentiality, communication shall occur between the Office of Human Resources, Office of Civil Rights, EAP and/or Senior Management as pertinent, so as there is an awareness of an employee raised EAP related issue. Any discussion with Management in this regard will be restricted to issue(s) of job performance or conduct. The following steps will be taken at these meetings:

1. Give the employee a clear, positive statement indicating the job performance deficiency or conduct issue involved;
2. Explain the function of the EAP and the benefits available;
3. Emphasize that help for the existing problem may be covered under the program and handled on a confidential basis;
4. Remind the employee that unless the identified problem is corrected, the employee is subject to existing penalties for unsatisfactory job performance or conduct; and
5. Upon their request, the employee may have the Union Representative present at this meeting.

ARTICLE 17

HOURS OF DUTY

Introduction

This Article will be administered in accordance with 5 U.S.C. Chapter 61; 5 C.F.R. Part 610, other applicable laws, regulations and this Agreement. Employees will adhere to the procedures

outlined in DOT and FRA policy. The FRA will utilize alternative work schedules and flexible work schedule programs to enhance operational efficiency, promote program goals, and improve the work-life balance of FRA employees.

Section A - Definitions

1. Definitions related to employees' hours of work and premium pay can be found in the FRA Work Schedule Program Order and FRA Premium Pay Order, and in the applicable statutes and regulations.
2. The Parties agree that hours of work, overtime, and premium pay will be in accordance with applicable laws, government-wide rules or regulations, and subsequent agreements between the Parties. Where there is a conflict with this Article, those applicable laws, governmentwide regulations, or rules shall apply.

Section B - Work Schedule

1. The Agency has the responsibility and right, in the interest of effective management of operations, to: schedule basic workweeks, pay periods, establish or reschedule tours of duty, and assign or change tours of duty.
2. Standard or Regular Work Schedule – The basic workweek will consist of five (5) consecutive workdays. The standard workday will consist of eight (8) hours with an additional thirty (30) minutes non-paid, duty-free lunch break. However, depending on the approved work schedule, the workday hours may change based on an approved work schedule. The scheduled workday can begin as early as 6:00 a.m., or as late as 9:30 a.m. The workday can end no earlier than 2:30 p.m., and no later than 6:00 p.m.
3. Alternative Work Schedule – The opportunity to participate in the Alternative Work Schedule (AWS) options, including Compressed Work Schedule (CWS) and Flexible Work Schedule (FWS) options, may be afforded to eligible FRA employees. Employees' participation in AWS schedules must not disrupt FRA's operations or accomplishment of its missions.
 - a. If the head of the Agency finds that a particular AWS has had an "adverse Agency impact," as defined in 5 U.S.C. § 6131(b), the Agency must promptly provide notice of the Union of its desire to reopen the Agreement to seek its termination. Upon demand by the Union, the Parties will then negotiate over the Agency's proposal. If an impasse results, the dispute will go the Federal Service Impasses Panel. The AWS may not be terminated until agreement is reached or the Panel acts.
4. Compressed Work Schedules (CWS):
 - a. CWS are types of AWS. Participation in a CWS is a benefit afforded eligible employees and is not a right. Initial approval of a CWS, continued participation in a CWS, the selection of a CWS option, and the specific work schedule requested by an employee are subject to supervisory approval and may be disapproved, cancelled, or changed. The scheduled workday can begin as early as 6:00 a.m., or as late as 9:30 a.m. The workday can end no earlier than 2:30 p.m., and no later than 6:00 p.m. The start and end times for CWS will be determined by the Agency based on operational needs. CWS options that the Agency offers are the 5/4-9 and the 4/10.

5. Flexible Work Schedules (FWS):
 - a. FWS are types of AWS. Participation in a FWS is a benefit afforded eligible employees and is not a right. Initial approval of continued participation in a FWS, the selection of a FWS option, and the specific work schedule requested by an employee are subject to supervisory approval and may be disapproved, cancelled, or changed. All FWS allow employees to earn credit hours. FWS options that the Agency offers are the Flexitour, Gliding, and Maxiflex.
6. Employee Schedule Requests:
 - a. When submitting work schedule requests or changes, employees must submit the request to their immediate supervisor, or designee, in writing, and at least two (2) pay periods before the biweekly pay period the change is expected to begin. In this written request to their immediate supervisor, or designee, the employee must include the following information: their desired AWS, including start and end times, and Regular Day Off (RDO) (if applicable).
 - b. When considering employees' requests, supervisors may consider operational needs and employee's interests, among other factors, before making a decision.
 - c. Supervisors will approve, approve with changes, or disapprove individual employee schedule change requests in writing, annotating the reasons. Approved requests will be implemented the first full biweekly pay period after approval by the supervisor. Minor problems with schedule requests (e.g., scheduling conflicts) may be resolved informally between the supervisor and the affected employee(s).
 - d. The selection of an employee schedule and the specific work schedule requested by an employee are subject to supervisory approval and may be disapproved, canceled, or changed.
7. Management-Initiated Changes or Modifications to Work Schedules:
 - a. Management may modify an employee's AWS as required.
 - b. Periodic changes or adjustments to an employee's work schedule may also be necessary to provide office coverage and to control cost. Supervisors will notify employees in writing of the reason(s) for schedule changes.
 - c. Management may require employees to temporarily change their work schedule to accommodate activities such as travel, official training class hours, or mission requirements, such as investigating an accident or participating in a special assignment.
 - d. Schedules may be modified, varied, or limited by the supervisor based on safety or work requirement.
 - e. AWS are non-transferable; an employee must submit a new request when moving to a new position within the Agency.
 - f. Management understands that changes to an employee's work schedule have the potential to negatively impact an employee's life outside of work. When Management makes a decision to modify an existing AWS, they will provide notice in writing at least one (1) pay period before the biweekly pay period the change is expected to begin.
 - i. If it is not possible to provide within that time, Management will inform the employee in writing as soon as possible about the change and the reason(s) for the change.

- ii. Management will give due consideration to delaying these changes to allow for an employee to make arrangements to deal with these impacts (i.e., child/dependent care, transportation).

Section C - Work Schedule Records

The Union may request a copy of Agency records concerning work schedules by submitting a Request for Information pursuant to 5 U.S.C. § 7114(b).

Section D - Adjustment of Work Schedules for Religious Observances

Religious Compensatory Time will be governed by 5 C.F.R. Part 550 Subpart J (§§ 550.1001-1010), and DOT Departmental Personnel Manual DPM-550-1001.

Section E - Meal Periods

Employees are required to observe a minimum 30-minute unpaid meal period. The meal period may be lengthened within parameters established by the supervisor, without charge to leave, provided that the full workday requirement is met, and the mealtime is not scheduled at the start or end of the workday to facilitate late arrival or early departure.

Section F - Holidays

1. Eligible employees shall be entitled to holiday pay and benefits in accordance with applicable law, regulations or designated by Executive Order.
2. The Agency reserves the right to order, require, and assign work on holidays. Work on holidays established by applicable law and regulations or designated by Executive Order will be consistent with the efficiency and operating needs as determined by the Agency.
3. Employees (exempt or non-exempt) who perform non-overtime work on a holiday are paid at their rate of basic pay plus premium pay at a rate equal to their rate of basic pay for holiday work performed that is not overtime and not more than eight (8) hours (for employees on regular or flexible work schedules). Employees working under CWS are entitled to Holiday pay for all non-overtime hours worked during their regularly scheduled basic tour of duty (i.e., 8, 9, or 10).
4. An employee is entitled to pay for overtime work on a holiday at the same rate as for overtime work on other days.
5. An employee who is assigned to duty on a holiday is entitled to pay for at least two (2) hours of holiday work. Example: An employee called into work for an emergency on a holiday must be approved to work for a minimum of two (2) hours.
6. An employee is not entitled to holiday premium pay while engaged in training, unless the employee is already receiving holiday premium pay for that period of duty.
7. Holiday work must be approved in advance in writing by the appropriate supervisory or Management Official. Employees cannot elect to work hours on a holiday without advanced written supervisory approval (e.g., an employee on a Maxiflex schedule is prohibited from choosing to work on a holiday without advanced written supervisory approval).

Section G - Conflicts in Assigning Night, Weekend, or Holiday Work

When there are conflicts involving supervisor-assigned, non-routine night, weekend, or holiday work directed by management in advance the following procedure will be used:

1. In order to fairly and equitably rotate assignments, supervisors will regularly solicit interest from employees for non-routine night, weekend, or holiday work directed by management in advance. Employee interest will not guarantee assignments, and lack of interest will not guarantee non-assignment of such work.
2. After non-routine night, weekend, or holiday work is identified, the supervisor will consider the expressed interest, skills and abilities, availability, cost-effectiveness to the Agency, and geographic location before assigning work to an employee or group of employees. The most consideration will be given to mission requirements.
3. In the event of the criteria above results in more than one (1) equally qualified individual, an employee's service computation date (SCD) will be utilized to select who is assigned the work. In cases with no employee interest, the employee with the lowest (newest) SCD will be selected. In cases with employee interest, the employee with the highest (oldest) SCD will be selected.
4. This Section does not apply to accident responses and applies only to supervisor-assigned night, weekend, or holiday work, and not to work where an inspector decides to work a night to carry out an inspection in their territory and flexes their own hours to do so.

Section H - Overtime and Compensatory Time

1. Overtime: Overtime (which includes compensatory time in lieu of overtime pay) and holiday work must be ordered and approved by the appropriate supervisory or Management Official in the Agency-approved timekeeping system in advance before the work is performed. In case of operational emergencies or other compelling reasons which do not permit advance approval in the Agency-approved timekeeping system, the appropriate supervisory or Management Official may order and approve the overtime and/or holiday work via email. Emailed approvals must be entered in the Agency-approved timekeeping system at the earliest opportunity. All overtime must be ordered and approved in advance in writing.
2. FLSA Non-Exempt Overtime:
 - a. FLSA non-exempt employees are entitled to overtime payment for irregular or occasional and regular scheduled overtime work at a rate of one and a half (1 ½) times the employee's hourly rate of basic pay.
 - b. All overtime work that is ordered, approved, or "suffered or permitted" must be compensated, with the exception that non-exempt employees on a FWS may not earn "suffered or permitted" overtime pay because all overtime hours for FWS employees must be ordered and approved in advance.
 - c. Non-exempt employees may request compensatory time, in writing, for irregular or occasional overtime, and if under a FWS, may request compensatory time for regular overtime work performed.
3. FLSA Exempt Overtime:
 - a. For FLSA exempt employees whose rate of basic pay does not exceed a GS-10, step 1, the overtime hourly rate is one and a half (1½) times their hourly rate of

- basic pay. For exempt employees whose rate of basic pay exceeds a GS-10, step 1, the overtime hourly rate is equal to the greater of:
- i. One and one-half (1 ½) times the applicable minimum hourly rate of basic pay for a GS- 10, step 1, or
 - ii. The employee's hourly rate of basic pay.
- b. Supervisors should require exempt employees whose rate of basic pay exceeds a GS-10, Step 10 to take compensatory time off in lieu of overtime pay for irregular or occasional overtime work (work that cannot be scheduled in advance of a regularly scheduled workweek). Supervisors may make an exception if they determine that overtime pay is more appropriate (e.g., when the existing workload in a program office is so high and staffing so low that the granting of compensatory time off would only necessitate additional need for overtime).
 - c. Exempt employees on FWS may receive compensatory time off in lieu of overtime pay for regularly scheduled or irregular scheduled or occasional overtime work.
 - d. FLSA Exempt employees may request compensatory time, in writing, for working regularly scheduled overtime work.
4. Overtime Rates on Sundays or Holidays: An employee is paid for overtime work performed on a Sunday or a holiday at the same rate as for overtime work performed on another day.
 5. Overtime for Training:
 - a. An employee is generally not entitled to overtime while engaged in training, with the exception of limited situations described in 5 C.F.R. § 410.402(b).
 - b. Non-exempt employees may earn overtime for training hours, if the time spent in training or preparing for training outside of regular business hours meets the following conditions:
 - i. The employee is directed to participate in the training by their employing Agency, and
 - ii. The purpose of the training is to improve the employee's performance of the duties and responsibilities of their current position (5 C.F.R. §§ 551.423(a)(2)(i) and (ii)).
 6. LWOP and Overtime: LWOP taken during the same day or workweek that overtime is performed will result in the overtime rate being converted to the regular rate of pay for the LWOP time. Example: A non-exempt employee not on a flexible schedule who took four (4) hours of LWOP but worked two (2) hours of regularly scheduled overtime every day during the 5-day workweek, would only receive six (6) hours paid at the overtime rate. Four (4) hours would be paid at the regular rate.
 7. No Compounding of Premium Pay: Each entitlement to premium pay is computed separately as a percentage of an employee's rate of basic pay. No compounding occurs if an employee is entitled to more than one (1) type of premium pay for the same period of work.
 8. Payment of Unused Compensatory Time:
 - a. Employees should use accrued compensatory time off by the end of the twenty-sixth (26th) pay period after the pay period during which it was earned.

- b. Supervisors should require employees to use accrued compensatory time before using accrued annual leave (except use-or-lose annual leave) unless there is a business case reason not to require it.
 - c. If accrued compensatory time is unused by the end of the twenty-sixth (26th) pay period after the pay period during which it was earned, it will be paid to the employee (exempt or non-exempt) at the overtime rate that was in effect at the time the compensatory time was earned.
 - d. When an employee transfers or separates from the FRA before using earned compensatory time, the employee will be paid for this compensatory time at the overtime rate that was in effect at the time the compensatory time was earned.
9. There may be extremely rare instances when requesting approval for overtime in advance is not possible or not foreseeable. These situations may be, but are not limited to, a railroad safety inspector witnessing an unsafe act that requires immediate action towards the end of their shift, instances where a railroad safety inspector is engaged in inspection activity that relies on transportation provided by the railroad, and where a railroad safety inspector is engaged in inspection activity that relies on the inspector to conduct their work in accordance with the rail facilities operations, etc. In these situations, every effort must be made to contact the supervisor, second level supervisor, and/or identified alternate who can approve overtime requests prior to conducting the work. If it is not possible to make a request due to all possible approving officials being unavailable, lack of cell connectivity, or prohibition of electronic devices, the employee must request approval as soon as practicable. If the facts presented are accurate, the employee could not reasonably anticipate the need to request overtime, and there was the inability to make the request in advance, the request may be approved. Approval will be made on a case-by-case basis and the request does not guarantee approval. In instances where additional hours are worked without direction and approval, credit hours may also be approved in lieu of requested overtime or compensatory time. Inspectors are expected to manage their time to accommodate time consuming inspection activities (i.e., chemical transfers, hi-railing) to avoid extending their shift hours.

Section I - Accident Response

1. An Agency official will determine the most appropriate employee to report to an accident consistent with Management's right to assign work. The Agency official may consider the following factors when selecting the appropriate employee to report: geographic location and type of accident. More than one (1) employee may be needed to work the accident, at the Agency official's discretion. The employee who reports will be compensated in accordance with 5 U.S.C. Chapter 55, 5 C.F.R. Parts 550 and 551, and applicable laws and regulations.
2. Bargaining Unit employees who are assigned the roles for accident duty call coverage may be eligible for overtime consistent with applicable laws and regulations.
3. Contacting employees outside normal business hours:
 - a. The Agency official will call employees identified to respond to the accident.
 - b. If an employee declines the accident assignment or does not answer when called, the Agency official will call another employee to respond to the accident.
 - c. This will continue until the Agency official finds staff to respond.

Section J - Travel

1. To the maximum extent practicable, the FRA will schedule time to be spent by an employee away from their official duty station in the regularly scheduled workweek of the employee.
2. Time in travel status away from the duty station may be eligible for overtime consistent with 5 U.S.C. § 5542, 5 C.F.R. § 550.112(g), and 5 C.F.R. § 551.422(a) in accordance with applicable laws. FLSA non-exempt employees may choose to receive compensatory time instead of overtime.
3. Employees will submit travel vouchers using the Agency-approved system. Absent extenuating circumstances, each Approving Official will approve or return all travel vouchers within five (5) business days of the employee's submission of the travel voucher.
4. If the system for approving vouchers goes down, the Agency will notify the Union and inform them of the estimated time when the system will be operational. If the outage is prolonged, the Agency will do all in its power to ensure employees do not incur late fees or have their card privileges revoked or suspended due to the system being down.

ARTICLE 18

TELEWORK, REMOTE WORK, AND MOBILE WORK

The Parties recognize the value that a telework program contributes to helping accomplish the mission, goals, and work objectives of the FRA in a cost-effective manner. In that telework has substantially changed the way in which FRA does business, supervisors and employees must work together in a partnership-like atmosphere to ensure that the telework program operates without sacrificing the efficiency of FRA operations and customer relationships. Therefore, the telework program shall be in accordance with Mobile and Remote Work FRA Order 3602 and the Telework Order is FRA Order 3600.3C, and the associated implementation plans.

ARTICLE 19

EMPLOYEE SAFETY AND HEALTH PROGRAM

Section A - Reporting Unsafe Working Conditions

The FRA will ensure safe, healthy work conditions for employees, to the extent that the work locations and conditions are under the FRA jurisdiction. The FRA recognizes an obligation for the safety of employees and does not require that they expose themselves to undue personal risks. The FRA agrees to abide by all Occupational Safety and Health Administration (OSHA) rules and regulations and FRA Orders. An employee who believes that they may be exposed to an unsafe working condition or be subject to undue personal risk should contact and explain the situation to their supervisor. The supervisor shall delay the assignment until such time that they have the opportunity to consult with an Industrial Hygienist staff member, investigate the situation and determine appropriate action(s). The supervisor shall advise the employee of action(s) taken and advise the employee of what they should do about the situation. The

supervisor will report the situation to FRA's Safety and Health Official (i.e., Associate Administrator for the Office of Railroad Safety and Chief Safety Officer) in a timely manner.

Section B - Joint Safety and Health Committee

A joint Safety and Health (S&H) Committee comprised of three (3) employee representatives selected by the Union and three (3) FRA Management representatives is established under this Article and OSHA requirements. Further, a representative from the Office of Human Resources and Office of Chief Counsel shall attend the S&H committee meetings as the committee advisors on personnel and legal related issues, respectively. The role and duty of the committee is to discuss, request research, and review FRA employee safety and health conditions, and make recommendations of policy and action regarding FRA employee safety and health to the FRA Associate Administrator for the Office of Railroad Safety and Chief Safety Officer.

Section C - Personal Protective Equipment (PPE)

All FRA employees, particularly those employees who perform their duties outdoors and on railroad properties shall be provided with necessary Personal Protective Equipment (PPE) to perform their duties in a safe manner. The S&H equipment requirements will be needs based and fulfilled in a reasonable manner guided by OSHA rules and regulations, appropriate American National Standards Institute (ANSI) Standards, FRA Guidance and Policy, and S&H Committee guidance and recommendations. The PPE purchased shall meet all required safety criteria and be of reasonable cost. All requests for PPE must include an estimated cost and requests must be supervisor-approved prior to purchase.

Section D – List of Approved PPE

The S&H Committee will review and update a list of approved PPE that can be reimbursed. The most recently approved PPE list is included as Appendix 2 of this Agreement.

Section E - Miscellaneous PPE

1. Additional needs/requests shall be referred to the FRA Safety and Health Committee for consideration and determination of safety appropriateness.
2. Prescription glasses (Cap of \$750 each year provided the employee's safety glasses are damaged or eye prescription has changed, and the safety glasses need replacement).
3. Employees who work occasionally in the field will be provided the basic PPE.
4. Claims of reimbursement (vouchers) need to be filed for processing no later than the end of August prior to the end of the fiscal year.
5. Employees who participate in this program are required to utilize the equipment covered by this Section when conditions warrant. Failure to do so could result in disciplinary action.

ARTICLE 20

EMPLOYEE FINANCIAL OBLIGATIONS

Section A - Purpose

This provides guidance on employee responsibility and accountability in making government obligations on a government credit card. All charges must be in compliance with government guidance and FRA policy. Failure to do so could result in garnishment of wages, discipline or both.

Section B - Government Credit Cards:

1. **Individual Government Travel Credit Card – (Travel Cards):** Public Law 105-264 stipulates that the Government-sponsored, contractor-issued travel card shall be used by all U.S Government personnel to pay for costs incident to official business travel unless exempted. The employee, upon their job being designated as requiring a government travel card shall take and complete the required training and apply through their office for the travel card. The service provider will assess an applicant's credit worthiness; however, that credit assessment will not impact an applicant's credit history or FICO credit score as reviewed by other lenders or creditors. Depending upon the results of the credit check the employee will be issued an unrestricted or restricted travel card. Employees must keep their travel card in good standing. Failure to use the Government travel card as issued by the contracted travel card service provider may subject the traveling employee to administrative or disciplinary action. Employees shall adhere to the procedures set forth in DOT policy and applicable FRA guidance. Individual cardholders are responsible for payment in full of undisputed amounts as noted in monthly billing statements from the travel card service provider. Employees are responsible for providing the service provider with the address of their primary residence and notifying the service provider of any changes of address. Employees whose Government travel card account has been cancelled due to travel card misuse and/or abuse are ineligible to receive DOT travel card accounts. Employee's credit rating may be affected if the employee's account is frequently delinquent or cancelled. Employees who are found to have misused their travel card, or have made late payment(s) or failed to make payments, are subject to disciplinary action up to and including removal. (Note: If it is critical that an employee must travel to perform duties, then removal from that position would be necessary.)
2. **GSA Issued Government Credit cards for Government Operated Vehicles (GOV)- (Fleet Cards):** The GSA supplies a Smart Pay Fleet Charge Card with all leased Government Operated Motor Vehicles (GOV). The GSA contractor issued fleet charge card is the only Federal Government-issued charge card that may only be used for GSA-leased fleet motor vehicles. The card is unique for each car bearing its license plate number. The GSA Smart Pay Fleet Charge Card shall be used to obtain services and supplies at selected service stations. All major oil companies accept the card. If a service station does not accept the card, employees should call one (1) of the two (2) "Maintenance Authorization" telephone numbers listed on the reverse side of the GSA Smart Pay Fleet Charge Card. The card provider will furnish the vendor a MasterCard authorization. Drivers may use a GSA Smart Fleet Charge Card specifically issued for fueling. These cards are also designed to collect motor vehicle data (such as vehicle tag

number, its duty location, the number of gallons of fuel purchased, and the date of purchase) at the time of purchase. Where appropriate, State sales and motor fuel taxes are deducted from fuel purchases by the fleet charge card services contractor before FRA is billed. The Federal Government small purchase credit card does not collect motor vehicle data below the threshold specified in the Federal Acquisition Regulation nor does it deduct State sales and motor fuel taxes. If maintenance or repairs will exceed \$100.00, the employee operating the motor vehicle should contact the Maintenance Control Center (MCC) for pre- approval. Also, purchases of batteries, tires, and glass must always be authorized prior to purchase, regardless of cost.

3. **Office Supplies Government Credit Cards – (Purchase Cards):** The GSA SmartPay purchase card program provides government credit purchase cards to Federal employees to make official Government purchases for supplies, goods, and services under the micro-purchase threshold in accordance with the Federal Acquisition Regulation (FAR). Cardholders are either appointed by their Agency/Organization Program Coordinator (A/OPC) or designated by an Approving Official (AO). The employee’s personal credit history is not a criterion for receiving a purchase charge card. Similarly, use of the purchase charge card will not affect the employee’s personal credit history. All purchase card accounts are Centrally Billed Accounts, and the liability for transactions made by authorized cardholders is borne by the Government. The Government is not liable for transactions on the card when the use of the card is by a person who does not have actual, implied, or apparent authority for such use. Cardholders can purchase any commercially available supply or service within spending limits and not prohibited by either Federal or Agency-specific procurement regulations. Purchases that are **STRICTLY PROHIBITED** include long-term rental or lease of land or buildings; travel or travel-related expenses (not including conference rooms, meeting spaces, and local transportation services); and cash advances (unless permitted by your Agency/organization). The purchase charge card can **NEVER** be used for personal reasons. The card holder’s name is imprinted on the card. Only the cardholder is authorized to use the card. The card cannot be loaned or borrowed. No member of the employee’s family or staff, including the employee’s supervisor, may use the purchase charge card.
4. Cardholders are responsible to:
 - a. Secure the card;
 - b. Maintain a purchase log;
 - c. Use the card only to make informed buys of approved supplies and services;
 - d. Ensure availability of funds before purchase;
 - e. Be aware of reasonable prices offered in the marketplace;
 - f. Observe all dollar limits on purchases;
 - g. Reconcile and document transactions; and
 - h. Use the card ethically.

Any employee found to have misused a purchase card will be subject to disciplinary action up to and including removal from Federal service.

ARTICLE 21

OFFICIAL RECORDS

Section A - Personnel Records

No official personnel record may be collected, maintained, or retained, except in accordance with law, Government-wide regulations, Agency regulations, and this Agreement or its supplements. Employees shall be advised of the location and be allowed to review it upon request. All personnel records shall be maintained in strict accordance with Chapter 3, Personnel, of the National Archives Records Management (NARA) Schedule.

Section B - Employee and Representative Rights

1. Employees and/or their designated representatives shall have the right to examine records personally identified to the employee (i.e., Official Personnel Folder, EEO, and grievance records, etc.), position descriptions, and classification standards during normal duty hours. An employee may access their Electronic Official Personnel Folder (eOPF) to review their personnel records. Employees, or their designated representatives, may receive copies of personally identified records which have not been previously furnished.
2. The Union may request a copy of Agency records by submitting a Request for Information pursuant to 5 U.S.C. §7114(b).
3. The employee may prepare and submit a concise statement of disagreement with any documents related to official performance or conduct with a designated Agency official within the FRA Office of Human Resources. Employees may file grievances pursuant to the Article 25.

Section C - Electronic Personnel Folder (eOPF)

1. All eOPF shall be purged and information disposed of in accordance with appropriate records control schedules.
2. The FRA Office of Human Resources will maintain a follow-up system to remove a Letter of Reprimand from the eOPF within the appropriate time frame.
3. If any outdated or unauthorized material is accidentally left in eOPF, it may not be used to support any personnel action detrimental to the employee.

Section D - Official Records

Subject to law, rule, and regulation, if a supervisor keeps notes on employees, the notes, or files

1. May be reviewed by anyone with a legitimate need to know, as determined by the supervisor, for the performance of their duties, and
2. Must be maintained in a secure fashion in order to prevent disclosure.

Section E - Informal Discipline

Informal discipline, as defined in the Disciplinary & Adverse Action Article 24, Section A, 2, issued more than one (1) year before the offense at issue, with no subsequent informal or formal disciplinary actions, will not be used as evidence of prior discipline but can be used as evidence that the employee was put on clear notice of any rules that were violated in committing the

offense or had been warned about the conduct in question.

ARTICLE 22

MOTOR VEHICLES

Section A - POV and GOV

1. Ownership of a POV will not be a condition of employment.
2. The Parties agree that for the fiscal years of 2025, 2026, and 2027, the mileage threshold will be ten-thousand (10,000) miles per year. After the initial three (3) years, a re-evaluation of the threshold will occur every three (3) years during the life of the contract. The Agency will inform the Union of the new threshold in November of the year that the new threshold takes effect.
 - a. After the three (3) years expire, the Agency will perform a business case analysis to determine the operation cost of using a personally owned vehicle (POV) versus the cost of using a Government owned vehicle (GOV). The Agency will use current cost per mile in computing what is the most advantageous threshold for the government.
3. Additional considerations will be used when authorizing GOV/POV assignments, such as upcoming retirements, covering for vacant positions, special projects, or on-the-job training.
4. Employees who are required to operate a motor vehicle in the performance of their official duties above the threshold identified in the Agency's business case analysis will be authorized a GOV. However, an employee may elect to use their POV for their official duties.
5. If a GOV is not available, and the employee does not elect to use a POV to conduct official business, the Agency will coordinate with the employee to find a cost-effective and appropriate solution that is most advantageous to the government until a GOV becomes available. The employee will not be responsible for any costs as long as they follow relevant regulations and procedures. The employee will be provided the relevant regulations and procedures.
6. If an employee is required to operate a motor vehicle in the performance of their official duties below the threshold identified in the business case analysis and does not choose to use their POV, the Agency will provide a GOV if available or find an appropriate cost-effective solution. The employee will not be responsible for any costs as long as they follow relevant regulations and procedures. The employee will be provided the relevant regulations and procedures.
7. Employees will receive POV mileage reimbursement consistent with General Services Administration (GSA) policy.
8. If there is a shortage of GOVs for eligible employees, the Agency will distribute available GOVs based on balancing mission and employee needs.
9. Employee requests to switch from their commitment to operate a GOV or POV must be submitted to the designated Agency Representative by October 1st annually or within two (2) weeks of any threshold changes.
10. If an unforeseen circumstance occurs where an employee is no longer able to use a POV for official business, they may request authorization for a GOV. If the Agency has a

GOV available, it will be assigned to the requesting employee. If a GOV is unavailable, the Agency will attempt to secure a GOV, as soon as possible. In the interim, the Agency will find an appropriate cost-effective solution. The employee will not be responsible for any costs as long as they follow relevant regulations and procedures. The employee will be provided the relevant regulations and procedures.

Section B - Vehicle Request and Equipment

1. For Railroad Safety Inspectors, the FRA agrees to request vehicles from GSA with standard options such as 4-wheel or all-wheel drive, with a minimum of seven (7) inches of ground clearance, power windows, heat, air conditioning, a “hands-free” system to facilitate safe cell phone communications, and a power source for charging electronic devices. Vehicle specifications, including but not limited to make, model, and standards, are not guaranteed.
 - a. If the vehicles provided by GSA do not have power sources for charging electronic devices, the Agency may purchase a 110v power inverter or similar equipment for the vehicles. This equipment will not involve permanent installation.
 - b. Through the FRA Safety and Health Committee, the Agency commits to identifying the appropriate types of laptop stands for GOVs. The committee will issue its recommendation as to the type of laptop stands to be made available to employees who request them. The Agency agrees to implement the recommendations of the committee, in accordance with the Safety and Health Committee charter. Any decision on laptop stands must be in accordance with applicable rules, regulations, and policy.
2. All vehicles will be equipped with standard safety features as required by law.

Section C - Passengers

Employees will not be required to transport other passengers in their POVs.

Section D - Official Purpose

1. When a Government vehicle is used by an employee for official travel, its normal use shall be limited to official purposes. “Official purposes” includes transportation:
 - a. Between places of official business;
 - b. Between such places and places of temporary lodging when public transportation is unavailable, or its use is impractical;
 - c. Between either paragraph a. or b. of this Section and restaurants, drug stores, barber shops, places of worship, cleaning establishments, and similar places necessary for the sustenance, comfort, or health of the employee to foster the continued efficient performance of Government business; or
 - d. As otherwise authorized or limited by 31 U.S.C. § 1344 and 41 C.F.R. § 301-10.201 if these laws are subsequently amended.

Section E - Emergency Use

1. In the event of an unforeseen emergency condition, employees who have elected to use a GOV for official duties may operate their assigned GOV to respond to the emergency in compliance with DOT and FRA policies. An emergency condition is a condition that threatens loss of life or property. This would include the transportation of family members if such transport were for emergency conditions threatening loss of life or property.
2. Employees operating a GOV may transport employees of other Federal agencies and non-Federal employees while conducting official business when it benefits the Government and does not interfere with accomplishing the employee's primary business.
3. DOT employees shall not transport members of their family, friends, or other persons who are not conducting official business in a Government vehicle (except as provided in section E.1. and E.2. above).

Section F - Parking

In the event an employee has problems with parking a GOV at their assigned duty station, the employee will inform their first line supervisor, or designee. The Agency will work with the employee to find a solution. In the interest of economy, no cost storage shall be used whenever practicable and feasible. If a no cost solution is not practicable and feasible, determined by the Agency, the employee will not be responsible for the cost of parking.

Section G - Charging of Vehicles

In accordance with current DOT policy, employees cannot charge an electric or hybrid GOV at their home.

Section H - State License Plates

In accordance with exemptions allowed in FMR Part 102-34.160 and 102-34.175 and associated DOT and FRA policies, Railroad Safety inspectors may request their GOV be equipped with state license plates. If DOT approves the exemption, FRA will follow the state's process for obtaining the state's license plates. The Parties agree the granting of the state license plates is subject to the approval of the individual states based on their own laws or regulations.

ARTICLE 23

REDUCTION IN FORCE, FURLOUGHS, TRANSFER OF FUNCTION, SEQUESTRATION, AND REORGANIZATION

Section A - Notification

The Parties agree that in the event of a reduction in force (RIF), transfer of function, or reorganization, the FRA will notify the Union reasonably in advance of such an event. Normally, such notice will be given sixty (60) calendar days in advance, except circumstances not reasonably foreseeable, when notice will be given at least thirty (30) calendar days in advance.

Section B - Negotiation

The FRA will provide relevant information regarding the extent of the action and expected impact on Bargaining Unit employees. At the request of either Party, the Parties will meet to discuss the matter and attempt to informally agree on procedures and arrangements for implementing the action. The Union then will notify the FRA whether it desires to negotiate on any unresolved issues.

ARTICLE 24

DISCIPLINARY AND ADVERSE ACTIONS

Section A - Definitions

1. "Disciplinary action" is an action taken by the Agency that does not rise to a suspension of more than fourteen (14) days, including but not limited to: verbal counseling, letters of instruction, letters of counseling or warning, letters of reprimand, and suspensions of fourteen (14) days or less. Suspensions of fourteen (14) days or less are permitted by 5 U.S.C. Chapter 75 and 5 C.F.R. Part 752 Subpart B.
2. "Informal Disciplinary Action" is an action taken by the Agency that does not rise to a disciplinary action, including but not limited to: verbal counseling/warning, letters of instruction, and letters of counseling or warning.
3. "Adverse action" is an action taken by the Agency that includes: a suspension of more than fourteen (14) days, removal, reduction in grade or pay, or furlough for thirty (30) days or less. These actions are permitted by 5 U.S.C. Chapter 75 and 5 C.F.R. Part 752 Subpart D. The employee may be changed to a lower grade or removed for performance reasons under this Article, pursuant to 5 U.S.C. Chapter 43 and 5 C.F.R. Part 432.
4. Termination during probation or trial period is a phrase used exclusively in referring to an Agency-initiated separation of an employee who is serving an initial appointment probation or a trial period.

Section B - Purpose

1. It is the policy of the FRA that disciplinary and adverse actions will be taken for such cause as will promote the efficiency of the service. The parties recognize the Agency's discretion to determine an appropriate penalty.
2. Recognizing that the circumstances and complexities of individual cases will vary, the parties endorse the concept of timely disposition of investigations and disciplinary or adverse actions.
3. Employees who are notified that they are the subject of an investigation where management has decided not to impose a disciplinary or adverse action, will be notified within thirty (30) days after Management determines that no disciplinary or adverse action will be issued.
4. No investigatory questions will be asked at the time of issuance of a proposed disciplinary or adverse action or a decision letter to a Bargaining Unit employee.

Section C - Alternative Dispute Resolution (ADR)

Alternate dispute resolution (ADR) is a process designed to assist Parties in resolving differences in a less traditional dispute resolution mechanism (e.g., formal complaint processes or court). ADR is not required. ADR provides an alternative to more traditional dispute resolution mechanisms, but it is not a replacement. In an effort to resolve workplace disputes at the lowest possible level prior to any formal process, the FRA and the Union will encourage the use of ADR processes where appropriate. Any person in a dispute may contact the Center for Alternative Dispute Resolution at DOT, the FRA Office of Human Resources, the FRA Office of Civil Rights, or the Union to request assistance in resolving disputes. If the other Party agrees to participate, ADR processes will occur. If an ADR process does not resolve the conflict, the Parties still retain all rights to pursue more traditional approaches. As it relates to potential disciplinary, adverse actions, or performance-based actions, ADR will be used as appropriate. Prior to filing a formal grievance, the Parties have the option to discuss and attempt to settle informally.

Section D - Disciplinary Actions

1. Letters of reprimand are official records to be retained in an employee's electronic Official Personnel Folder (eOPF). Copies of the reprimand may also be held in the Agency's Employee Relations files or legal files. The period of retention in the eOPF is not more than two (2) years. However, an employee may request that it be removed after one (1) year. The letter will be removed unless the employee engages in any misconduct. If the employee's request is denied, the Agency will provide information in its denial that details the misconduct since the issuance of the letter of reprimand. The record of reprimand will be removed from the employee's eOPF when the employee leaves the FRA, if not already removed.
2. A letter of reprimand removed from an eOPF will not be used as evidence of prior discipline but can be used as evidence that the employee was put on clear notice of any rules that were violated in committing the offense or had been warned about the conduct in question.
3. For suspensions of fourteen (14) days or less, an employee is entitled to:
 - a. Advance written notice stating the specific reasons for the proposed action;
 - b. The right to review the material which is relied on to support the reasons for the action given in the notice of proposed action;
 - c. A reasonable time, not less than ten (10) calendar days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. The employee or their Union Representative may request an extension to respond.
 - d. Be represented by an attorney or other representative; and
 - e. A written decision at the earliest practicable date, containing the specific reasons for the decision and informing the employee of their grievance and appeal rights.
 - f. The suspension will not take place earlier than the date the notice of decision is issued to the employee.
4. Disciplinary actions other than suspensions, are not entitled to due process under 5 U.S.C. Chapter 75. Suspensions of fourteen (14) days or less are entitled to due process under 5 U.S.C. Chapter 75 and 5 C.F.R. Part 752, Subpart B.

5. If an employee alleges, after they have received a letter of reprimand or a decision on a proposed suspension of fourteen (14) days or less, that the action was not taken for such cause as will promote the efficiency of the service, the employee or their designated Union Representative may file a grievance under Article 25 (Negotiated Grievance Procedure).

Section E - Adverse Actions

1. For adverse actions (removal, suspension for more than fourteen (14) days, reduction in grade or pay, or furlough for thirty (30) days or less), an employee is entitled to:
 - a. At least thirty (30) calendar days' advance written notice (unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed) stating the specific reasons for the proposed action;
 - b. For performance-related removals or reductions in grade taken under 5 U.S.C. § 4303 and 5 C.F.R. Part 432, the specific instances of unacceptable performance by the employee on which the proposed action is based and the critical elements of the employee's position involved in each instance of unacceptable performance;
 - c. The right to review the material which is relied on to support the reasons for action given in the notice of proposed action;
 - d. A reasonable time, twelve (12) calendar days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. The employee or their Union Representative may request an extension to respond.
 - e. Be represented by an attorney or other representative; and
 - f. A written decision at the earliest practicable date, containing the specific reasons for the decision and informing the employee of their grievance and appeal rights.
 - g. The adverse action will not take place earlier than the date the notice of decision is issued to the employee.
2. If an employee alleges, after they have received a decision on a proposed adverse action, that the adverse action has not been taken for such cause which will promote the efficiency of the service, the employee may pursue the matter as an appeal to the MSPB as provided in 5 U.S.C. §§ 4303(e), 7513(d), and 7701, and 5 C.F.R. §§ 432.106 and 752.405, or may file a grievance under the Negotiated Grievance Procedure but may not do both. Employees will be deemed to have exercised their option at such time as they initiate a timely action under the applicable statutory procedure or file a timely grievance in writing in accordance with the Negotiated Grievance Procedure, whichever occurs first.
3. The Agency must consider the relevant Douglas Factors when determining an appropriate penalty to impose for an act of employee misconduct.

Section F - Coordination of Employee Request to Meet with Union Representative

If an employee wishes to meet with a Union Representative to discuss a proposed disciplinary or adverse action, the employee will submit a request to their first line supervisor or designee. This request will include the specific date and time, expected length of meeting, and purpose of the

meeting. The supervisor may approve the request or approve a different date, time, and/or length of meeting. Once the supervisor or designee approves a specific date and time, the employee will inform the Union Representative of the date and time they have been released from duty. The Union Representative will then submit an Official Time request in accordance with Article 7 (Union Representation and Official Time).

Section G - Semi-Annual Report

The Union may request a copy of Agency records concerning semi-annual report showing disciplinary, adverse, and unacceptable performance actions by submitting a Request for Information pursuant to 5 U.S.C. § 7114(b).

ARTICLE 25

NEGOTIATED GRIEVANCE PROCEDURE

Section A - Purpose

The purpose of this Article is to provide a mutually acceptable procedure for the prompt processing and resolution of all grievances at the lowest possible level.

Section B - Definitions

1. Subject to the exclusions set forth in Section D, a “Grievance” is defined as any dispute between the FRA and the Union or employee(s) pertaining to:
 - a. The effect or interpretation of CBA; or
 - b. A claim of breach of the CBA;
 - c. A matter relating to employment of any Bargaining Unit employee with the FRA; or
 - d. A claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting working conditions not excluded in Section D.
2. A “Grievant” refers to the individual or group filing the grievance, the Union representing the employee(s) or itself, or the Agency.
3. A “Union Grievance” is a grievance filed by the Union on behalf of itself or multiple (or all) Bargaining Unit employees.
4. An “Employee Grievance” is a grievance filed by a Bargaining Unit employee(s) (singly or jointly), whether the employee opts for Union representation or elects self-representation.
5. An “FRA Grievance” is a grievance filed by FRA.

Section C - Exclusivity of Procedure

1. Representation of Bargaining Unit employees in grievance procedures will be the sole and exclusive right of the Union. Except as provided by law, this negotiated procedure is the exclusive forum for resolving grievances which fall within its coverage.
2. Matters not raised in the first step of the Grievance Procedure by the Union or employee cannot be raised in later steps, unless directly related to the original issue(s) grieved.

3. Issues of non-grievability or non-arbitrability may be raised in writing at any step but will not delay procedures. Such issues may be resolved under the procedures of Article 26 (Arbitration) if the Parties move to arbitration.

Section D - Exclusions

1. Grievances on the following matters are excluded from the Negotiated Grievance Procedure by the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7121(c):
 - a. Any claimed violation relating to prohibited political activities (as defined in 5 U.S.C. §§ 7321-7326);
 - b. Retirement, life insurance, or health insurance;
 - c. Suspension or removal for national security reasons (as set forth in 5 U.S.C. § 7532);
 - d. Any examination, certification, or appointment; or
 - e. The classification of any position which does not result in the reduction in grade or pay of an employee.
2. The following subjects are excluded from the Negotiated Grievance Procedure:
 - a. The termination of temporary employees.
 - b. The termination of probationary employees under 5 C.F.R. Part 315, Subpart H, for unsatisfactory performance, conduct, or related reasons.
 - c. Any proposed notice of Disciplinary or Adverse Action (Article 24, Disciplinary and Adverse Actions).
 - d. Performance-related matters including: the content of the critical elements and performance standards of an employee's position and mid-term performance reviews; performance improvement plans; or informal assistance plans related to performance. This will not exclude grievances concerning failure to follow the procedures as required by 5 U.S.C. Chapter 43 and 5 C.F.R. Part 432.
 - e. Non-selection decisions done in accordance with the voluntary reassignment program (Article 11).
 - f. Decisions regarding honorary or discretionary monetary incentive or performance awards. Decisions regarding the award of any form of incentive pay including but not limited to cash or time-off awards; on-the-spot awards; quality step increases; or recruitment, retention, or relocation payments. However, this will not exclude grievance concerning the violation of the contract under Article 15 (Employee Awards), Article 12 (Performance Management), and any violations of policies, laws, rules, or regulations.
 - g. Non-selection for promotion from a group of properly ranked and certified candidates unless the basis of the grievance involves a statutory violation, (i.e., discrimination, prohibited personnel practice, etc.).
 - h. The termination of an allotment of Union dues in accordance with Article 9 (Dues Withholding).
 - i. The content of (not the application of) published FRA or DOT policies.
 - j. Actions taken by FRA required by lawful court orders (i.e., garnishment of wages for indebtedness or child support).

Section E - Election of Remedies

1. For any claim that may be filed with a Federal Agency under a statutory or regulatory procedure (for example, claims to the EEOC, the MSPB, FLRA, etc.), an employee (or the Union) may pursue the statutory, regulatory, or the Negotiated Grievance Procedure (if not exempted under section D of this Article) but may only select one (1) forum.
2. Employees are considered to have exercised their option at such time the employee or Union timely initiates an action under the applicable statutory procedure (e.g., EEOC, FLRA, MSPB) or timely files a grievance in writing according to this Article, whichever occurs first.

Section F – General Provision

1. Level of Recognition: Union Grievances must be filed by the Union President, or designee, and Agency Grievances must be filed by the LRO, or designee.
2. Employee Election to Representation: Employees are entitled to be assisted by the Union in the presentation of grievances. The only representation an employee may have under this procedure is a Union Representative approved in writing by the Union and designated on the grievance form located in Appendix 1 of this CBA. An employee may pursue a grievance without Union Representation. On the Grievance Form (Appendix 1), an employee filing an Employee Grievance must designate whether they are electing to be represented by the Union or whether they choose to represent themselves. If Bargaining Unit employees elect to represent themselves, they must file their own grievance by emailing a copy of their grievance in accordance with section I below.
3. Any employee or group of employees may file a grievance under this procedure without being represented by the Union. The Union will be given the opportunity to be present during the grievance proceedings.
4. The Party that filed the grievance may terminate the grievance at any time by giving written notice to the Deciding Official.
5. If the grievant fails to meet any of the time limits set forth in this Article, the grievance will be considered terminated. If the respondent fails to meet any of the time limits set forth in this Article, the grievant will be entitled to move the grievance to the next step without an answer or decision.
6. Extension of Time Limits: The time limits provided in this Article may be extended by mutual agreement. The Party requesting the additional time is responsible for requesting in writing the extension of time through the appropriate Union or Management Official. Any such request must specify the reason(s) an extension is needed and specify the additional time requested. The request and response will be made part of the official grievance file.
7. If the last day in a given time period falls on Saturday, Sunday, or a Federal holiday, the next day, which is neither a Saturday, Sunday, or Federal holiday, will be considered the last day of the period.
8. At any step of the Negotiated Grievance Procedure, when any Agency Deciding Official designates someone to act on their behalf, that designee will have the complete authority to render a decision at that step and will render the decision. The designee will never be someone who decided the issue at any previous step.

Section G – Informal Resolution

Many grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis. Informal methods of resolution (i.e., discussions between the grievant and the Deciding Official) and/or ADR are available to the Parties where mutually desired and in the best interest of the Parties. These informal discussions or ADR are not mandatory and will not toll grievance deadlines, unless otherwise mutually-agreed to by the Parties. Employees, Union Representatives, supervisors, and other Management Officials may work together toward resolving potential grievances informally and at the lowest level possible. To that end, employees are encouraged to discuss their concerns with their immediate supervisors in order to resolve potential grievances.

Section H – The Grievance Form

All grievances filed must be submitted in writing by email and must:

1. Identify the type of grievance being filed (Employee, Union, or Agency).
2. Identify a Representative, if any.
3. Clearly state the factual basis of the grievance, providing sufficient information (e.g., event, action, practice, or condition being grieved) for the Deciding Official to understand the basis for the grievance and make an informed decision. Grievants must disclose all issues, concerns, and information which is releasable and which they reasonably believe to be relevant to the matter.
4. Cite the Article(s) or section(s) of this Agreement, regulation, rule, or law alleged to have been violated or misapplied; and explain how the cited section(s) or Article(s) in the Agreement, regulation, rule, or law were violated or misapplied.
5. Clearly specify the remedy sought.
6. State if the grievant requests a meeting with the relevant Parties to discuss the grievance, in an effort to resolve the matter at the lowest level possible.
7. Be signed by the grievant(s) (the employee, if applicable) or the designated Union Representative filing the grievance on behalf of the employee (if applicable) or on behalf of the Union.
8. Include the grievance form in Appendix 1 and include all other relevant documentary evidence that is being offered for the Deciding Official to understand the issues of the grievance or will be introduced to support the grievance.

Section I - Employee and Union Grievances

1. First Step Employee and Union Grievances:
 - a. Step 1 grievances must be filed within thirty (30) calendar days of the date of alleged grievable occurrence. If a Party becomes aware of an alleged grievable event more than thirty (30) calendar days after its occurrence, the grievance must be filed within thirty (30) calendar days from the date the Party filing the grievance can reasonably be expected to have become aware of the occurrence.
 - b. The grievance must be submitted to the first line supervisor, or designated Agency official authorized to grant the relief sought. The grievant must simultaneously email a copy to the LRO and Union President. While failure to email the LRO, Union President, or designees, will not be a basis for denying a grievance, when there is delay in notifying the LRO, the amount of time the

Agency grievance official has to respond will begin on the date the LRO was notified.

- c. Prior to making a decision, the first step Deciding Official, if requested in the written grievance, will afford the employee and/or Union Representative an opportunity to make an oral presentation. The oral presentation may be in-person or via video conference. This presentation will be scheduled within ten (10) calendar days of the filing of the grievance.
 - d. Within twenty (20) calendar days of the filing date of the first step written grievance, or conclusion of the oral presentation, whichever is later, the first step Deciding Official will issue a written decision. The response will include the name of the Step Two official in the event the grievant is not satisfied with the Step 1 response.
 - e. For all grievances regarding adverse actions, the normal grievance steps are bypassed and employees and/or the Union will progress directly to the final grievance step, following the procedures for Step One above. In this case, a final grievance must be filed within thirty (30) calendar days of the action's decision notice being issued to the employee.
2. Second Step Employee and Union Grievances:
- a. If the Union or employee is not satisfied with the Step 1 response, the grievance can be elevated to the second line supervisor, or designated Agency official authorized to grant the relief sought.
 - b. The grievance will be submitted to the second line supervisor within twenty (20) calendar days from the date of the Step 1 response.
 - c. Prior to making a second-step decision, the second step Deciding Official, if requested in the written grievance, will afford the employee and/or Union Representative an opportunity to make an oral presentation. The oral presentation may be in-person or via video conference. This presentation will be scheduled within ten (10) calendar days of the filing of the grievance.
 - d. Within twenty-five (25) calendar days of the filing date of the second step written grievance, or conclusion of the oral presentation, whichever is later, the second step Deciding Official will issue a written decision. The second step Deciding Official's decision is the final step in the grievance process, unless the third optional step is available. If the Union is dissatisfied, the Union may invoke arbitration in accordance with Section L within this Article.
3. Optional Third Step Employee (Inspector) Grievances:
- a. If the Deciding Official in the second step grievance decision is lower than an Office Director (or equivalent), in the Office of Railroad Safety, a Railroad Safety Inspector may utilize this third step or invoke arbitration in accordance with Section L of within this Article.
 - b. If the employee is not satisfied with the second step response, the grievance can be elevated to the Office Director, or equivalent, to grant the relief sought.
 - c. The grievance will be submitted to the Office Director and LRO within twenty (20) calendar days from the date of the second step response.
 - d. Within twenty-five (25) calendar days of the filing date of the third step written grievance, the third step Deciding Official will issue a written decision. The third step Deciding Official's decision is the final step in the grievance process. If the

Union is dissatisfied, the Union may invoke arbitration in accordance with Section L within this Article.

4. After the initial filing of the grievance, all time limits in this Article may be extended by mutual consent of the Parties.

Section J - Filing an FRA Agency Grievance

1. If the FRA wishes to file a grievance, the LRO, or designee, will sign and file a written grievance with the AFGE Local 2814 Union President within thirty (30) calendar days of when the Agency knew or should have known of the alleged violation. The grievance will detail the nature of the harm, the violations of law, rule, regulation, and/or CBA violated, and the relief requested. The Agency will also complete the Grievance Form (Appendix 1).
2. Within fifteen (15) calendar days of the written grievance, the Union President will issue a written decision. If the Union President does not timely issue a written decision, the grievance is considered denied and the Agency may invoke arbitration within the applicable timeframe.

Section K - Filing Closing a Grievance

1. Rejection of Grievances. Grievances may be rejected for:
 - a. Not clearly stating the factual basis of the grievance or providing sufficient information for the Deciding Official to understand the basis for the grievance in order to make an informed decision.
 - b. Not citing the Article(s) or Section(s) of this Agreement, regulation, rule, or law alleged to have been violated or misapplied; or not explaining how the cited Section(s) or Article(s) in the Agreement, regulation, rule, or law were violated or misapplied.
 - c. Not clearly specifying the remedy sought.
 - d. Improperly filed by someone other than the Union President, or designee, when a Union Grievance or an Employee Grievance citing Union representation.
 - e. Filed below the level of recognition, when a Union Grievance or an Employee Grievance citing Union representation.
 - f. Not completing all sections of the Grievance Form.
2. Allowance for Correction. In the case of a grievance rejection, the Deciding Official will identify in writing why the grievance is being rejected, stating the alleged defect, and provide the grieving Party three (3) calendar days to provide the required information. Failure of the grieving Party to timely submit the information will result in denial of the grievance.
3. Denial of Grievance. Grievances will be denied, if they are:
 - a. Filed untimely; or
 - b. Includes issues that are excluded from this Negotiated Grievance Procedure under Section D. If the grievance also includes other matters that are permitted under the Negotiated Grievance Procedure, the Deciding Official will continue to decide those matters.

Section L - Invoking Arbitration

1. If the grievance is not satisfactorily settled by the grievance process, the Union or the FRA may invoke arbitration, in accordance with Article 26 (Arbitration), within thirty (30) calendar days of receipt of the final grievance decision.
2. In the absence of an agreed extension of time, a Deciding Official's failure to provide an answer by the decision deadline will be presumed to be a denial of the requested relief. In this case, the Union or the FRA may invoke arbitration within thirty (30) calendar days of the date when the decision should have been issued.
3. Only the Union or the Agency can invoke arbitration. Only the Union can invoke arbitration on behalf of an employee who is self-representing during the grievance stage, as they cannot invoke arbitration on their own behalf. If the Union chooses not to invoke arbitration on an employee grievant's behalf, the grievance is closed.

ARTICLE 26

ARBITRATION

Section A - Purpose

This Article establishes the procedures for the arbitration of disputes between the Union and the Agency that are not satisfactorily resolved by the Negotiated Grievance Procedure found in Article 25 of this Agreement. Only the Union President or LRO, or their designee, can invoke arbitration. The Parties agree their interests and those of the employees are served by providing economical and expeditious arbitration procedures to resolve promptly and finally disputes which other good-faith means have failed to resolve.

Section B – Invoking Arbitration

1. If the grievance is not satisfactorily settled by the grievance process, the Union or the FRA may invoke arbitration within thirty (30) calendar days of receipt of the final step grievance decision.
2. In the absence of an agreed-upon extension of time, a Deciding Official's failure to provide an answer by the decision deadline will be presumed to be a denial of the requested relief. In this case, the Union or the FRA may invoke arbitration within thirty (30) calendar days of the date of the decision deadline.
3. Only the Union or the Agency can invoke arbitration. Only the Union can invoke arbitration on behalf of an employee who is self-representing during the grievance stage, as they cannot invoke arbitration on their own behalf. If the Union chooses not to invoke arbitration on an employee grievant's behalf, the grievance is closed.

Section C - Designation of Arbitrator and Site of Hearing

1. The Party requesting arbitration will submit the Federal Mediation and Conciliation Service (FMCS) arbitrator selection form to the FMCS within ten (10) calendar days of notification to the other Party that arbitration is invoked. The form must be submitted to

the other Party for review and approval prior to submission to FMCS. The Parties will alternate paying the panel request fee.

2. The moving Party must select the following requirements when filling out the form:
 - a. A list of seven (7) arbitrator panelists;
 - b. The arbitrator must have experience in Federal service arbitrations; and
 - c. The arbitration occurs via video conference, unless otherwise mutually-agreed by the Parties.
 - d. Any other options must be agreed to by the Parties prior to submission.
3. The arbitration will be held via video conference (using Microsoft Teams, ZoomGov, Ring Central, or similar technology). If the Parties agree that the arbitration will be held in-person, the arbitration will be at the FRA Headquarters in Washington, D.C., unless the Parties agree to a different location. If held at the headquarters, the Agency will secure a location for the hearing within the Agency's facilities or a Washington, D.C. area Department of Transportation location and cover any associated room cost.
4. Official Time for attendance and travel to arbitration hearings is covered under Article 7 (Official Time).
5. The arbitration will be held remotely via video conference (using Microsoft Teams, ZoomGov, or similar technology) in the event of a pandemic, emergency, or other circumstance preventing FRA employees from working in or traveling to the headquarters building or an alternative arbitration site, or limits the size of meetings that may be held at headquarters or an alternative arbitration site so that the arbitrator, court reporter, advocates, Parties, and witnesses cannot be accommodated in the same room.
6. Within ten (10) calendar days after receiving the panel of arbitrators from the FMCS, the Parties must meet to select an arbitrator. The Parties will flip a coin to determine whether management or the Union strikes first at a mutually agreeable time, date, and location. The non-moving Party will flip the coin if the Parties are in the same location. Otherwise, the Parties will use a mutually-agreed virtual coin flip app or website. The moving Party will choose heads or tails. The Party that wins the coin toss will determine if they strike first or second. The Parties will each strike one (1) name from the list alternately and then repeat the procedure until only one (1) name remains. The person whose name remains will be selected as the arbitrator. Alternatively, the Parties can mutually agree to an arbitrator from the FMCS panel list and forgo the coin toss and strike. The moving Party will then inform FMCS of the selection within five (5) calendar days of the strike.
7. If either Party neglects to participate in the arbitrator selection process, the other Party will be able to unilaterally select an arbitrator.
8. The Agency Representative will contact the Union Representative to create a list of mutually-agreed upon dates for arbitration. Only a mutually-agreed list of available dates will be sent to the arbitrator. The Arbitrator will then inform the Parties of their availability for arbitration from the Parties mutually-agreed upon dates.
9. If a chosen arbitrator recuses themselves for any reason (to include self-disqualification) or if the chosen arbitrator is unable to schedule the case for hearing within one-hundred and eighty (180) calendar days of the date of selection, the Parties will follow the procedures outlined in this section to obtain a new panel list from FMCS within ten (10) calendar

days of notification. The Party that did not pay for the initial list will pay for the new panel list should additional payment be necessary.

Section D - Grievability and Arbitrability

The arbitrator designated to hear the case on the merits will have the authority to make all determinations regarding grievability and arbitrability. If the Agency and/or the Union considers a grievance to be non-grievable or non-arbitrable, that issue must be raised and determined as follows:

1. A Party may challenge the arbitrability of a grievance based on an alleged failure to timely file a grievance, invoke arbitration, or failure to follow the grievance or arbitration procedures of this CBA. In general, one (1) arbitrator will determine the arbitrability of the matter first and the merits second. The arbitrator may issue one (1) decision covering both arbitrability and the merits.
2. If the Parties mutually agree, the arbitrability of the matter and the case on the merits will have separate hearings and decisions issued by two (2) different arbitrators. The two different arbitrators will be selected from two (2) separate FMCS panel requests and strike sessions. The second arbitration must be scheduled for no later than ninety (90) calendar days after the first arbitrator issues their decision.
3. If the arbitrator determines that the issue is not arbitrable, a hearing on the merits will not occur.
4. If the Agency or the Union considers a grievance non-grievable or non-arbitrable, it must communicate in writing such claim to the other Party before the final step grievance decision is issued.

Section E - Arbitration Procedures

1. To invoke arbitration, the moving Party will notify the other Party that it is invoking arbitration in writing and include a copy of the grievance and the grievance decision (if any), and the name of the moving Party's Representative, and be signed and dated by the Union President, or designee, or LRO, or designee. Notification of invocation of arbitration will be served by email with delivery receipt, and the date of service is the date the email is sent. Failure to timely serve an invocation within thirty (30) calendar days after the grievance decision issuance will result in the invocation being untimely and will render the grievance not arbitrable and the grievance closed.
2. There will be no communication by either Party with the arbitrator on the merits of the matter, unless both Parties are participating in the communication. Copies of any documents filed with the arbitrator at any stage of the arbitration proceeding must be simultaneously served on the other Party.
3. Statement of Issues: The Parties must meet and confer regarding a joint statement of issues of the case for submission to the Arbitrator. The joint statement of issues must be submitted to the Arbitrator by the moving Party no later than the date required by the arbitrator. If the Parties do not agree on a joint statement of issues, each Party will submit its own statement of issues, and the arbitrator will determine the issues to be arbitrated no later than the beginning of the arbitration hearing or a date provided by the arbitrator.

4. Witnesses:
 - a. Each Party will be responsible for identifying its respective witnesses.
 - b. The Grievant and Union witnesses who are Department of Transportation employees, will be granted a reasonable amount of duty time for purposes of preparation for, and testifying at the hearing, if in a duty status.
 - c. The Agency will make all reasonable efforts to ensure approved witnesses, who are employed by the Agency, are released on duty time for the hearing if otherwise in a duty status. Any employee who is a witness and needs to travel to testify will be granted a reasonable amount of duty time to travel. However, the Union is responsible for notifying the LRO of the date and time of the hearing and the approximate time the employee will be needed to testify and/or travel. The LRO will coordinate with the employee witness's supervisor. Witness testimony may be in-person or via video conference (Microsoft Teams, GovZoom, or similar virtual platform), at the Parties' discretion and with the consent of the arbitrator.
 - d. Parties must exchange a list of witnesses they intend to call at arbitration at least twenty (20) calendar days prior to the hearing date, or on a date agreed to by the Parties. The witness list will also contain a brief proffer of the testimony expected from each witness and the estimate length of each witness's testimony. All witnesses are subject to approval of the arbitrator. Either Party may object to the other Party's witnesses.
5. Exchange of Documents: Any documents that either Party intends to offer into evidence at arbitration that are not in the existing case record must be exchanged with the other Party no later than twenty (20) calendar days prior to the date of arbitration, or on a date agreed to by the Parties. Any document not included in the existing case record or exchanged by this date will not be admitted into evidence at arbitration. If documents not previously exchanged, prior to the start of arbitration, becomes available, the admission of the document(s) is subject to the arbitrator's approval.
6. Joint Appendix: The Parties will prepare a joint appendix of all documents in the case record. The joint appendix will be in PDF format, and must be searchable, and each exhibit must be electronically tabbed and labeled. If the arbitration is in-person, the Parties must also prepare four (4) printed copies of the joint appendix for hearing (for the arbitrator, Agency, Union, and witnesses), which must also be tabbed and labeled per exhibit. Both Parties must agree to the final version of the joint appendix no later than seven (7) calendar days prior to the arbitration date.
7. Schedule: The Parties will work with the arbitrator to set the schedule for the proceedings. Generally, the hearing will begin by 9:00 am Eastern Time (ET), unless the Parties mutually agree to a different time.
8. Decision and Award: The arbitrator will issue their decision and award promptly and no later than thirty (30) calendar days after the conclusion of the hearing or after the filing deadline for post-hearing briefs, if any, unless the Parties agree to waive this time requirement.
9. If no exception or other appropriate legal action is filed within the time limit established by statute or regulation, the award is final and binding.
10. In computing periods of time for the purposes of this Article, the first day of counting will be the day following the date of the act or event. If the last day in the count is a

Saturday, Sunday, or a Federal holiday, that day will not be counted, and the last day will be the next business day. This recognizes that days the employer's office may be closed due to weather or other emergency, but employees are authorized to telework, will be considered regular calendar/business days for purposes of the count.

Section F - Court Reporter

The Parties will coordinate to secure a court reporter. The Parties must agree on the court reporter. All transcripts will be paginated continuously for the entire hearing, and not restarted on each hearing day.

Section G – Costs

1. All fees and expenses incurred during the arbitration process that are not otherwise noted in this Article as a specific Party's responsibility will be shared equally by the Parties, including but not limited to: the Arbitrator's fee and expenses, and court reporter fees and transcripts.
2. For purposes of splitting court reporter fees, the "first copy" will be the arbitrator's copy, which will be borne equally by both Parties. Each Party will pay for its own copy of the transcript.
3. If an arbitration is held in-person, each Party will be responsible for any travel-related expenses and per diem associated with travel to the location of the hearing for its representatives, advocates, and witnesses. The Agency will pay the travel and per diem expenses for the grievant(s) and one (1) Union Representative (who is an FRA employee).
4. Any travel costs for outside counsel retained will be the responsibility of the Party who retained outside counsel.
5. In the event the Parties mutually agree to postpone, delay, or cancel an arbitration proceeding, the Parties must share equally any fees charged by the arbitrator for such cancellation. In the event there is no mutual agreement, the Party who postpones, delays, or cancels the hearing must pay all resulting fees charged.
6. In reviewing a petition for attorney's fees, the arbitrator must determine whether fees are warranted in the interest of justice, in accordance with statute (including 5 U.S.C. §§ 5596 and 7701(g)), regulation, and MSPB and FLRA precedent.
7. All petitions for payment of attorney's fees must be supported by a verified billing statement exchanged between the Parties or submitted to the arbitrator.
8. A request for attorney's fees must be submitted to the arbitrator no later than thirty (30) calendar days after the arbitration decision is issued. If a request is not made before that time, then the opportunity to request attorney's fees is waived. The prevailing Party may submit the request for attorney's fees to the other Party in advance of the thirty (30) calendar days in order to discuss a resolution without arbitrator involvement.

Section H – Authority and Decision of the Arbitrator

1. The arbitrator will have the jurisdiction and authority to hear and decide the arbitration assigned to them except:

- a. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.
 - b. The arbitrator will have no authority to address any matters excluded from the Negotiated Grievance Procedure in Article 25 regardless of the specific allegation(s) or issue(s) raised.
2. In making awards, the designated arbitrators will be bound to apply, as necessary, the provisions of law and the standards for review provided in statute, regulation, United States courts, and this Agreement, including applicable decisions of administrative authorities to which the Parties are subject by law, including but not limited to, the FLRA, the MSPB, and the EEOC.
3. The arbitrator's decisions will be final and binding, except as altered on appeal or as provided by law.
4. The arbitrator may retain jurisdiction over a case when necessary to enforce the award, clarify the award or determine attorneys' fees.

ARTICLE 27

RETIREMENT

Section A - Purpose

This Article will be administered in accordance with 5 C.F.R. Part 831 and this CBA. The purpose of this Article is to clarify certain policies covering retirement for all employees in accordance with applicable law and regulation.

Section B – Retirement

1. Retirement Planning: Retirement planning may include pre-retirement training, seminars, webinars, OPM web site references, and retirement counseling. Bargaining Unit employees will be allowed to participate in retirement planning during duty time subject to workload requirements. Retirement seminars will be made available for employees in the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS) to assist with retirement planning.
2. Retirement Seminars: Bargaining Unit employees may attend in-person or virtual retirement seminars/courses during duty time subject to workload requirements. Management will have valid mission related reasoning for denying any Bargaining Unit employee's request.

Section C - Voluntary or Involuntary Separation

1. The Agency will provide employees who separate voluntarily or involuntarily with information on retirement. Employees will be provided with termination dates for benefits, contact information for the Thrift Savings Plan (TSP), and information on requesting a refund of retirement contributions.

2. Employees who are separated as a result of a disabling condition, supported by administratively acceptable medical documentation, will be notified by the Agency in the decision letter of their right to file for disability retirement within one (1) year after the date of separation.
3. An employee may withdraw a retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Agency in writing and is received by the Agency prior to its having made a commitment to fill the position of the retiring employee.

Section D - Thrift Savings Plan

The Agency will provide information relating to the TSP during new employee orientation sessions. New employees desiring financial counseling relating to the TSP will be instructed to contact TSP directly or contact a financial advisor. Additional information concerning TSP will be made available on the Agency web site.

Section E - Phased Retirement

1. Phased retirement was designed to assist the Agency with knowledge management and continuity of operations in the short term and to prepare the next generation of experts for success. The main purpose of phased retirement is to enhance the mentoring and training of the employees who will be filling the positions or taking on the duties of more experienced retiring employees. Phased retirement may also be used for any learning activities that would allow for the transfer of knowledge and skills from one (1) employee to others.
2. Phased retirement will be administered in accordance with 5 C.F.R. Part 848. The employee must meet requirements under OPM regulations, be retirement eligible, and have been employed on a full-time basis for at least three (3) years before the effective date of entry into phased retirement status.

ARTICLE 28

LEAVE

Section A - Purpose

1. This Article sets forth the Agency's policies and procedures for leave administration for Bargaining Unit employees. Anything not covered in this Article will be handled in accordance with FRA or DOT policy. Leave administration will be in accordance with the requirements of 5 U.S.C. Chapter 63, 5 C.F.R. Part 630, and any other applicable government-wide orders, rules, regulations, or statutes relating to leave.
2. Leave requests and approval or denial will be made using the Agency's timekeeping system.

Section B - Annual Leave

1. Employees and their supervisors are mutually responsible for planning and scheduling the use of employees' annual leave throughout the leave year. Supervisors are responsible for the overall planning, coordination, and approving of their employees' annual leave throughout the leave year so that the Agency's mission and employees' needs are met, and so that employees do not approach the end of the leave year with a significant amount of annual leave that must be used or forfeited.
2. Employees will apply in advance for approval of anticipated leave. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner.
3. Employee requests for annual leave will be granted unless approval would interfere with the conduct of the essential functions of the Agency or relevant organizational component. If the request for leave is denied, the supervisor will work with the employee to schedule the leave for another time.
4. The Agency will make every effort to prevent the employee's leave cancellation prior to rescinding the approval. Cancellation of preapproved leave will only be done for mission related purposes or emergencies. Cancellations will be made in writing.
5. In accordance with applicable regulations, employees may request the restoration of forfeited annual leave if the annual leave was scheduled and approved in writing prior to the beginning of the third pay period before the end of the leave year and it is unable to be used because of one (1) of the three (3) reasons below:
 - a. Administrative error.
 - b. Exigency of the public business.
 - c. Employee illness or injury (this may include any annual leave forfeited due to the employee substituting sick leave or being placed on continuation of pay).

Section C - Sick Leave

1. Employees must request anticipated sick leave for such things as non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments for themselves or family members in advance when possible. The leave approving official, normally the first line supervisor, will respond to all requests for leave in a timely manner.
2. Sick leave will be granted to employees when they:
 - a. Are incapacitated for the performance of their duties by physical or mental illness, injury, pregnancy, or childbirth.
 - b. Receive medical, dental, or optical treatment or examination.
 - c. Make arrangements necessitated by the death of a family member or attends the funeral of a family member.
 - d. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease.
 - e. Must be absent from duty for purposes relating to their adoption of a child, including appointments with adoption agencies, social worker, and attorneys;

- court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- f. Are disabled and depend on an aid or device, e.g., wheelchair, seeing eye dog or prosthetic device, to perform their duties, and the employee is without that aid or device.
 - g. Must be absent for occupational rehabilitation training or therapy.
3. Employees may also use sick leave to provide care for a family member:
 - a. Who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment.
 - b. With a serious health condition.
 - c. Who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease.
 4. Employees may use thirteen (13) days (which is one-hundred and four (104) hours) of sick leave per leave year for general family care or bereavement. This includes caring for a family member incapacitated by a medical or mental condition; attending to a family member receiving medical, dental, or optical examination or treatment; or making arrangements necessitated by the death of a family member or attending the funeral of a family member.
 5. Employees may use up to twelve (12) weeks (which is four hundred and eighty (480) hours) of sick leave per year to care for a family member with a serious health condition

Section D - Medical Certification

1. A leave-approving official is entitled to receive administratively acceptable medical documentation from an employee in support of sick leave requests if: the absence is more than three (3) business days, the employee has been placed on a leave restriction letter after following the procedures in section E below, or there are circumstances that cause the supervisor to believe the request for sick leave may be improper. An employee's self-certification as to the reason for absence(s) may be considered administratively acceptable evidence, regardless of the duration of the absence. If a supervisor requests medical documentation concerning sick leave, the request must be made in writing and within two (2) weeks of the leave request unless there are extenuating circumstances. If the documentation is requested more than two (2) weeks after the leave request, the supervisor, or designee, will provide the extenuating circumstances that led to the delay.
2. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than fifteen (15) calendar days after the date the leave approving official requests such medical certification. If it is not practicable under the circumstances to provide the requested evidence or medical certification within fifteen (15) calendar days after the date requested by the Agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date the Agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

Section E - Sick Leave Abuse

1. When a supervisor has reasonable grounds to believe that an employee is abusing the use of sick leave, the supervisor may inquire further into the matter and ask the employee to explain. Absent a reasonably-acceptable explanation, the employee will be counseled that continued and frequent use of sick leave, or use in unusual patterns or circumstances, may result in special leave procedures more stringent than those applied to other employees. For example, the employee may be required to provide evidence to substantiate brief periods of illness.
2. If after being counseled, the employee's leave usage has not improved, the employee may be placed on leave restriction. An employee who is being placed on leave restriction must be notified in writing, in advance, of the leave restriction procedures and their duration (not to exceed six (6) months), and the possible results of noncompliance. The letter will also describe the frequency, patterns, or circumstances which led to its issuance. Restrictions may be renewed after six months if the abuse continues.

Section F - Unscheduled Leave

1. If the need for leave cannot be anticipated, the employee must contact the immediate supervisor or designated official to request approval of unscheduled or emergency sick or annual leave within one (1) hour after the start of the employee's normal workday, or as soon as possible thereafter. Supervisors will request that employees make contact through one (1) or more of the following methods to inform them of the absence; via a phone call, email, or text. A supervisor must inform employees of their preference(s) in writing. If neither the supervisor nor other designated official is available, the employee will follow the procedures set by the supervisor.
2. If the leave cannot be granted, the supervisor will notify an employee as soon as possible that their request cannot be granted. The employee will be given a reasonable amount of time to report to work without being considered Absent Without Leave (AWOL). If an employee who reports to work late is required to use leave, the Agency may not require the employee to perform any work during the period that leave is charged.

Section G - Advanced Sick Leave

1. The Agency's designee may advance sick leave to an employee, when required by the exigencies of the situation, for the same reasons it grants sick leave to an employee, subject to the limitations described below. Advanced sick leave should not be approved when it is known (or reasonably expected) that the employee will not return to duty, (e.g., when the employee has applied for disability retirement). Approval of advanced sick leave is at the Agency's discretion.
2. The Agency's designee may advance up to one hundred and four (104) hours (which is thirteen (13) days) of sick leave to a full-time employee:
 - a. When they receive medical, dental, or optical examination or treatment;
 - b. To provide care for a family member who is incapacitated by a medical or mental condition or to attend to a family member receiving medical, dental, or optical examination or treatment.;

- c. To provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; and
 - d. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member.
- 3. The Agency's designee may advance up to two hundred and forty (240) hours (which is thirty (30) days) of sick leave to a full-time employee:
 - a. Who is incapacitated for the performance of their duties by physical or mental illness, injury, pregnancy, or childbirth;
 - b. For a serious health condition of the employee or a family member;
 - c. When the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease;
 - d. For purposes relating to the adoption of a child; and
 - e. For the care of a covered servicemember with a serious injury or illness, provided the employee is exercising their entitlement to FMLA leave to care for a covered servicemember.

Section H - Leave Without Pay (LWOP)

- 1. LWOP is a temporary non-pay status and absence from duty. The authorization of LWOP is a matter of Agency discretion and is not an employee entitlement, except in the following situations:
 - a. The Family and Medical Leave Act (FMLA) provides covered employees with an entitlement to a total of up to twelve (12) weeks of LWOP during any 12-month period for the birth, adoption, or foster care placement of a child or due to the serious health condition of the employee or the employee's spouse, child, or parent.
 - b. The Uniformed Services Employment and Reemployment Rights Act provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service.
 - c. Executive Order 5396 provides that disabled veterans are entitled to LWOP for necessary medical treatment.
 - d. Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.
- 2. Employees may be granted up to twenty-four (24) hours of LWOP at the Agency's discretion each leave year for: participation in school and early childhood educational activities, including parent-teacher conferences; meetings with principals, counselors, teaching staff; school board meetings; tutoring; interviewing for a new school or child-care facility; meetings with child-care providers; participating in volunteer activities supporting the child's educational advancement; school or child-care sponsored activities, such as sports and recreation programs, field trips, or class plays.

3. Along with requests for LWOP, the employee must submit a written statement of the reasons the LWOP is necessary to the designated Agency official. Additional documentation may also be required. LWOP in excess of thirty (30) days must be documented with an SF-50, Notification of Personnel Action, as extended LWOP (or other non-pay status) may affect Federal benefits and programs.

Section I - Federal Employee Paid Leave Act

In addition to the benefits afforded by the FMLA, the Federal Employee Paid Leave Act (FEPLA) provides 12 administrative workweeks of Paid Parental Leave (PPL) in connection with the birth of a child of an employee or the placement of a child with an employee for adoption or foster care. Use of PPL will result in an obligation to acknowledge a required service agreement. To be eligible for PPL under FEPLA, employees must also be eligible for FMLA.

Section J - Voluntary Leave Transfer Program (VLTP)

1. The Agency's designee may approve the use of annual leave donated by other Federal employees for employees experiencing personal or family medical emergencies. Employees may only use donated leave after exhausting their own accrued sick and annual leave. Employees must submit administratively acceptable medical documentation to support the request. Employees may only use donated leave for the purpose of the medical emergency for which they were approved.
2. The Agency will provide the contact information for this program via the FRANet. If there are any changes during the year, the Agency will notify employees via email and provide updated information.

Section K - Military Leave

Employees who are members of the National Guard or a reserve component of the Armed Forces shall be entitled to military leave for active duty, active-duty training, and inactive duty training at the rate of fifteen (15) days per fiscal year. Military leave that is not used in a fiscal year accumulates for use in the succeeding fiscal year. However, no more than fifteen (15) days may be carried over into the succeeding fiscal year. The total maximum accumulation for military leave is thirty (30) days in any fiscal year. The employee must provide a copy of the military orders. If an employee has exhausted their military leave, they will be granted annual leave, accrued compensatory time, or LWOP, as requested for performance of active or inactive duty.

Section L - Organ and Bone Marrow Donation

1. An employee may use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for organ donation is a separate category of leave that is in addition to annual leave and sick leave. For absences in excess of thirty (30) days, an employee may request accrued or advanced annual or sick leave or LWOP.
2. An employee may use up to seven (7) days of paid leave each calendar year to serve as a bone marrow donor. Leave for bone marrow donation is a separate category of leave that is in addition to annual leave and sick leave. For absences in excess of seven (7) days, an employee may request accrued or advanced annual or sick leave or LWOP.

Section M - Excused Absences

1. Administrative leave is an excused absence from duty without loss of pay or charge to an employee's accrued leave or LWOP. Administrative leave is not an employee entitlement; it is subject to Agency discretion and should normally only be granted sparingly. Employees are required to obtain the approval of their supervisor to ensure they can be relieved of duty during the specific timeframe requested without impairing mission-essential operations.
2. Absences for other than brief periods have been ruled as inappropriate unless the absence is in connection with furthering a function of FRA; such instances are extremely rare. Examples of when administrative leave may be authorized include:
 - a. Brief absences for periods of less than an hour for circumstances outside an employee's control, and when the reason appears justifiable.
 - b. Up to four (4) hours to vote in connection with each Federal general election day, each election event (including primaries and caucuses) at the Federal, State, local (i.e., county, or municipal), Tribal, and territorial level that does not coincide with Federal Election Day; and in Federal special Congressional elections not held on the date of the Federal general election.
 - i. The four (4) hours includes any travel time to and from the employee's voting poll location. The administrative leave may be used for voting on the election day, or for authorized early voting in connection with that election.
 - ii. If an employee needs to spend less than four (4) hours to vote, only the needed amount of administrative leave should be granted.
 - c. Up to four (4) hours per leave year to serve as a non-partisan poll worker or to participate in non-partisan observer activities at the Federal, State, local (i.e., county, and municipal), Tribal, and territorial level.
 - d. Up to four (4) hours to an employee who donates blood. The four (4) hours include time required to reach the donation site and return (if appropriate), as well as the time for actually donating blood and recovery.

Section N - Weather and Safety Leave

1. Weather and Safety Leave is a separate type of paid leave that may be granted when an employee is prevented from safely traveling to or from the official worksite, or safely performing work at an approved work location due to an act of God, terrorist attack, or other applicable condition. This may also include when a teleworker, remote worker, or mobile worker are prevented from safely working from their home.
2. Examples of situations that may necessitate the need to grant weather and safety leave include inclement weather, such as heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, severe pollution, massive power failure, terrorist attacks, major fires, pandemic, or serious interruptions to public

transportation caused by incidents such as strikes of local transit employees or mass demonstration.

Section O - Court Leave

1. If employees are summoned for jury duty or jury qualification, or as witnesses in a judicial proceeding where the state, local, or U.S. Government is a party; they shall be paid at their appropriate rate for time required from their normal work schedule to perform such duties.
2. Situations when Court Leave is not authorized:
 - a. When an employee is the defendant in a court proceeding, they must request annual leave, comp time, credit hours or LWOP to attend the proceeding. If on an approved Flexible Work Schedule (FWS), employees may request to flex their schedule to accommodate their time in court without charge to leave.
 - b. An employee who is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is NOT a party and who is not testifying in their official capacity, must request annual leave, comp time, credit hours, or LWOP to attend the proceeding.
 - c. An employee who is summoned as a witness in their official capacity is on official duty, not court leave.
3. An employee must submit a leave request in advance of the requested court leave, accompanied by the court summons. Requests should be submitted as far in advance as possible. When employees are called for court duty, they will promptly notify their supervisor, or designee, so arrangements may be made for their absence from work.
4. If an employee is released from jury or witness service for one (1) day or more, or for a substantial part of a day, the employee will contact their direct supervisor, or designee. Employees may be required to return to duty, excused from duty, approved to use their accrued leave for the absence, or allowed to flex their schedule if they are on an approved FWS. The supervisor will take into consideration relevant factors including but not limited to release time from jury duty or witness service, distance between the court and duty station or inspection site when determining if an employee is expected to return to duty.
5. On days there is no actual jury or witness service, there is no court leave for that day. In situations where the court notifies prospective jurors the night before service, the employee is expected to report to duty if not called to serve.
6. Upon completion of the service, the employee must submit a certificate of attendance in court signed by a clerk of the court or other appropriate official as evidence of the time served. The Agency will provide the appropriate code for the employee to use.

ARTICLE 29

INVESTIGATIONS

Section A - Purpose

This Article establishes procedures for conducting preliminary inquiries, fact-finding or evidence-gathering procedures, administrative investigations conducted by FRA. It does not prescribe procedures for criminal investigations, or investigations conducted by the Office of Inspector General personnel. The primary function of the above-mentioned actions is to ascertain facts, document and preserve evidence, and then report the facts and evidence to the official who authorized the investigation. The right to Union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a workday.

Section B - Investigations

The Agency agrees that it will conduct investigations in accordance with applicable laws, regulations, and this Agreement.

1. While administrative investigations are not required before taking a disciplinary or adverse action against an employee, when necessary, the Parties endorse the concept of timely disposition of investigations recognizing that the circumstances and complexities of individual cases will vary, as stated in Article 24 (Disciplinary and Adverse Actions).
2. The evidence gathered during an inquiry or administrative investigation may be used in any administrative action against an individual regardless of whether that individual was a subject or designated as a respondent.
3. In accordance with Article 5 (Employee Rights):
 - a. The Union will be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:
 - i. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - ii. The employee requests representation. Additionally, any time during the examination the employee may request Union representation.
4. In accordance with Article 5, Section C, if an employee does not understand a document they are required to sign, the employee may consult a Union Representative and/or seek private counsel. Any consultation should be done in a reasonable amount of time in a manner to allow appropriate review; and may not cause any unnecessary delay to Agency operations.
5. Agency Officials, employees, and Union Representatives will not disclose any information about an investigation except to anyone with a legitimate need to know.

6. In the event an investigation leads to a disciplinary or adverse action brought against a Bargaining Unit employee, the affected employee(s), or their representative, will be provided the evidence relied upon in those actions. Where applicable, a copy of the investigative report and supporting documentation will be provided except: privileged information and information prohibited by law or regulation.
7. If the matter being investigated is known to concern potential criminal misconduct, the matter may be referred to the Office of Inspector General (OIG).

Section C - Representation

1. When an employee has requested Union representation in an investigative proceeding, the Union Representative may actively represent the employee and is not limited to the role of an observer. The role of the Representative includes, but is not limited to the following rights:
 - a. To clarify the questions.
 - b. To help the employee clarify their answers by conferring with the employee.
 - c. To assist the employee in providing favorable or extenuating facts by conferring with the employee before and during questioning.
 - d. To ask questions that may elicit relevant facts and information.
 - e. To suggest other employees who have knowledge of relevant facts.
2. The Representative is not entitled, however, to obstruct the interview or to answer questions for the employee.

Section D - Employee Interviews

1. Interviews will be conducted when the employee is on duty.
2. All individuals present in an interview, including if done virtually or by telephone, will be identified.
3. If an employee is interviewed regarding potential misconduct, the following information will be provided:
 - a. The general subject of the interview or allegation;
 - b. That they are the subject of the investigation, if known; or
 - c. Whether they are being interviewed as a witness.
4. When conducting an administrative investigation, FRA will provide the following warnings, to the interviewed employee(s), as appropriate:
 - a. Garrity Warning: Given when employees are requested to give information on a voluntary basis in connection with an administrative investigation, and the answers might also be used in a future criminal proceeding. Employees are informed of their right to remain silent if the answers may tend to incriminate them; that anything said may be used against them in a criminal or administrative proceeding; and they cannot be disciplined for remaining silent.
 - b. Kalkines Warning: Given when the government has chosen to forgo criminal prosecution of a government employee, and instead pursue administrative remedies and discipline. The government may compel the employee to answer questions. This warning is given when the employee's statements would only be used to determine if administrative discipline is appropriate, and there is no foreseeable criminal culpability on the part of the employee. Employees are

informed that they have a duty to answer the questions, and Agency disciplinary action, including removal, may be undertaken if they refuse to answer or fail to reply fully and truthfully, and that the answers may be used in the course of civil or administrative hearings. They will also be informed that their answers cannot be used against them in criminal proceedings, except that if they knowingly and willfully provide false statements or information in their answers, they may be criminally prosecuted for that action.

5. Upon request, employees may take breaks during the investigatory interview.
6. If a signed statement is required by an Agency Representative, employees are allowed to review their answers and make any changes they deem required when submitting a signed statement, or at the conclusion of an investigative interview. If a recording (audio and/or video) is made of the interview, the opportunity to review includes the ability to listen to and/or view a portion of, or the entire recording to verify answers before executing the signed statement. A clean version of the statement will be provided after the employee reviews and before the employee being interviewed signs the statement. Employees may retain a copy of their signed statement.
7. If an interview is recorded as part of an investigation, the employee and their representative will have a right to review the recording, even if a signed statement is not required by an Agency Representative. If the employee believes that their response was incomplete or inaccurate, or the transcript was inaccurate, the employee may provide a supplemental statement identifying the errors or omissions.

ARTICLE 30

WORKERS' COMPENSATION

Section A - Coverage

1. The Federal Employees' Compensation Act (FECA) provides workers' compensation to employees who become disabled due to an employment-related disease or injury sustained in the performance of duty. Administered by the U.S. Department of Labor, the Office of Workers' Compensation Programs (OWCP), the applicable laws and regulations are set forth in 5 U.S.C. Chapter 81 and 20 C.F.R. Part 10.
2. Procedural notices and information about workers' compensation will be posted on the Agency's intranet and made available to employees.
3. Definitions:
 - a. Traumatic Injury: a condition of the body caused by a specific event or incident, or series of events or incidents, within a single workday or shift. Such condition must be caused by external force, including stress or strain, which is identifiable as to time and place of occurrence and member or function of the body affected.
 - b. Occupational Disease or Illness: a condition produced by the work environment over a period longer than a single workday or shift.

4. Types of Benefits: Depending on the circumstances, the employee may be eligible for the following:
 - a. Compensation for medical care for injured or ill workers.
 - b. Compensation for lost wages for an employee who cannot work because of work-related disability or occupational disease.
 - c. Buy back of annual or sick leave used as a result of an on-the-job injury and/or illness.
 - d. Compensation for loss of, or loss of use, of a body part or function.
 - e. Death benefits for survivors.
 - f. Burial allowances.

Section B - Procedures for Filing Claims for Workers' Compensation Benefits

1. Prompt Reporting:
 - a. The Parties agree to support the reporting of all work-place injuries and encourage employees to promptly report job-related injury or illness to their immediate supervisor or other appropriate Management Official.
 - b. For assistance, Bargaining Unit employees may contact AFGE Local 2814. Union Representatives may request Official Time to assist a Bargaining Unit employee(s) in filing a claim(s) for Workers' Compensation Benefits. These requests will be made in accordance with Article 7 (Union Representation and Official Time).
2. Employee Responsibility:
 - a. Employees are responsible for promptly reporting job illnesses and injuries to their immediate supervisor or another appropriate Management Official.
 - b. Employees are required to complete the appropriate Workers' Compensation forms through the Employees' Compensation Operations and Management Portal (ECOMP) accessed by visiting www.ecomp.dol.gov or the DOL designated Workers' Compensation portal.
 - i. The appropriate sections of these forms should be filled out by the employee and given to the supervisor as soon as possible, from the date of the injury or illness.
 - ii. If the employee is incapacitated, this action may be taken by someone acting on their behalf, including a family member, Union Official, or representative. (The supervisor may provide such notice as well.)
3. Supervisor Responsibility:
 - a. Supervisors will render assistance in obtaining and completing appropriate forms and procedures for forwarding them to the appropriate office for processing.

- b. Complete the supervisory portion of forms no more than ten (10) business days after receipt of notice from the employee.
- c. Ensure the completed forms are submitted to the Federal Aviation Administration's Workers' Compensation Program Office within ten (10) business days after receipt of notice from the employee.
- d. Obtain any witness statements, if applicable.
- e. Enter the proper codes required on the appropriate Workers' Compensation form(s).
- f. Submit any other information or evidence pertinent to the merits of the claim to the appropriate office, if applicable.
- g. Supervisors will not directly contact the injured worker's physician. For questions on proper procedures, supervisors will contact the appropriate Agency Official for guidance.

Section C - OWCP Hearing

- 1. Union Representatives serving as an employee's representative in an OWCP appeal hearing involving unit employee(s) may request Official Time, for hearing preparation and/or the hearing itself, in accordance with Article 7 (Union Representation and Official Time).
- 2. If an employee (OWCP Claimant) is not regularly scheduled to work during the time of the hearing, the employee's supervisors will grant, with the exception of adversely impacting the mission, a Bargaining Unit employee's request to change their work schedule in order to ensure they are in duty status during the hearing.

Section D - Returning to Work

FECA requires injured employees to inform their treating physicians that the Agency may be able to provide them with work that accommodates any medical limitations imposed by their injury or illness. If this work-related medical limitation is temporary, then an injured employee whose claim has been approved may be placed in a limited duty job in accordance with DOL regulations. If an injured employee's condition is permanent, the DOL may place them in vocational rehabilitation. Vocational rehabilitation services may include vocational evaluation, testing, training, and placement services with either the original employer or a new employer, when the injured employee cannot return to the job held at the time of injury. These services also include functional capacity evaluations, which help to tailor individual rehabilitation programs to employees' physical reconditioning and behavioral modification needs and help employees to meet the demands of current or potential jobs.

ARTICLE 31

FITNESS FOR DUTY

Section A - Scope

The Agency may order an employee to undergo a fitness for duty examination only in accordance with those regulations set forth in 29 C.F.R. Part 1630 and 5 C.F.R. § 339.301. The Parties recognize that FRA does not currently have positions with a physical requirement under 5 C.F.R. Part 339. The procedures in this Article are separate from the Reasonable Accommodation process which is handled under FRA Order 3339.1.

Section B - Advance Notice of Examination

Except in emergency situations, an employee is entitled to five (5) business days advance written notice that they are to take a fitness for duty or psychiatric examination. In the event that the employee is requested to set up an appointment, they shall be allowed reasonable time to do so. The notice will set forth the reasons for the examination, and the general scope and character of the examination.

Section C - Medical Documentation

If the Agency designates the examining physician or other appropriate practitioner, the employee may submit medical documentation from their personal physician or practitioner. The Agency must review and consider all such documentation supplied within a reasonable amount of time by the employee's personal physician or practitioner. Discussions with an employee of the Agency regarding a medical determination, shall entitle the Union the opportunity to be present during such discussion. However, the Union Representative will only attend this discussion upon the employee's request.

Section D - Reimbursement for Medical Examinations

All cost of the medical examinations ordered or offered pursuant to this Article will be paid by the Agency. Cost associated with transportation to and from the examination will also be covered in accordance with DOT Local Travel Policy or Federal Travel Regulations (FTR). The employee will be in a duty status during the examination and associated travel.

Section E - Release of Medical Documentation

1. The Agency will provide an employee ordered to undergo a fitness for duty examination copies of their medical documentation, which includes a physician's medical opinion concerning the employee, that the Agency has been provided. This information may be withheld only if, in the sole judgment of a health care professional, its disclosure would be harmful to the mental or physical health of the individual, other employee(s), or the public.
2. The employee may be asked to provide a signed release provided by the Agency that will accompany all medical documentation. The release will identify who is authorized to

review the medical documentation and for what purpose. Access to the medical documentation will be restricted to Management Officials on a bona fide "need to know" basis.

3. Any medical documentation that is provided to the Agency will be properly secured to maintain required privacy in accordance with applicable laws and regulations.

Section F - Inability to Perform Assigned Duties

If the Agency determines as a result of a fitness for duty examination or review of medical documentation that an employee is unable to perform their assigned duties as a result of a medical condition, the Agency will make every effort to either accommodate the employee in their present position or reassign the employee to another position within the Agency at the same grade, if possible, or a lower grade for which the employee qualifies and in which they can perform. In the event a position cannot be located for the employee, the Agency will notify the employee and their Union Representative, if designated, of their option to apply for disability retirement prior to initiating any personnel actions against the employee. If the employee elects to file for disability retirement, the employee may request accrued sick leave, accrued annual leave used in lieu of sick leave or LWOP pending the receipt of a decision from the OPM. The Agency will grant requests for leave on a case-by-case basis in accordance with laws, government wide rules, and regulations.

Section G - Disability Retirement

When an employee believes they meet disability retirement requirements, the Agency will make available a benefits specialist to counsel them concerning disability retirement upon request. In the event that an employee is unable to file on their own behalf, the action may be taken by someone acting on their behalf, including a family member, Union Official, or representative. Where applicable, the Agency will comply with 5 C.F.R. § 831.1205.

ARTICLE 32

CONTRACTING OUT

Section A - General

1. The provisions of this Article concern any contracting out of work currently or last performed by Federal employees, whether or not there is a direct or negative effect on current Bargaining Unit employees or whether or not that adversely impacts Bargaining Unit employees. This Article applies to contracting out actions and/or reviews regardless of the authority under which the action or review was initiated. This includes, but is not limited to, contracting out reviews conducted under OMB Circular A-76 procedures, personal services contracts, and work that is directly converted to contractor performance without a public-private competition. "Worked" includes work that the Agency characterizes as "new" work, and expansion of work currently or last performed by Federal employees, or a temporary or long-term search into work currently or last performed by Federal employees.

2. The Agency shall comply with the provisions of its own and other applicable rules and regulations in all aspects of the contracting out process that are not excluded from collective bargaining under 5 U.S.C. §§ 7106(a) or 7117.
3. The Union and potentially affected employees must be notified in writing by the Agency within fifteen (15) days of initiating any review of work currently or last performed by Federal employees for contracting out. This provision applies regardless of the authority, or lack thereof, under which the contracting out is being considered. The Agency will allow the Union to designate at least one (1) representative to participate in significant stages of the preliminary planning process. The Agency's Competitive Sourcing Official (CSO) will determine the preliminary planning process.
4. The Agency shall provide the Union with copies of all notifications sent to Congress regarding contracting out activities and/or studies at the same time these notices are provided to Congress.
5. Copies of additions, changes, deletions, and supplements to OMB Circular A-76; Agency-level procurement regulations and policies; Agency-level regulations and policies concerning the implementation of OMB Circular A-76; and Federal statutory procurement provisions applicable to the Agency will be forwarded to the Union as soon as they are made known to the Agency.
6. The Agency shall provide the Union and affected employees with monthly briefings during preliminary planning, the duration of the competition, and the post-competition transition phase. Such briefings will include but not be limited to:
 - a. Update on actions taken during the previous month;
 - b. Action scheduled to take place during the following month;
 - c. Tentative schedule for the entire A-76 review and/or other process;
 - d. Identification of the employees' and Union's role in each action;
 - e. Provision of all relevant documents, including any communication sent out to the group of prospective and/or real bidders.
 - f. Electronic access to all documents made available to prospective and/or real bidders.
 - g. The Agency will request Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from the OPM as soon as it initiates the review of any positions for potential contracting out. Initiation of review means the beginning of preliminary planning for public-private competitions under OMB Circular A-76 or any other public-private competition rules, or the decision to review any positions for direct conversion to contractor performance without a public-private competition. If authorized by the OPM, the

Agency will offer VERA/VSIP to the affected employees at the time of formal public announcement of the public-private competition. For OMB Circular A-76 competitions, the formal public announcement occurs at the end of the preliminary planning process when a notice is posted on www.SAM.gov announcing the competition. The VERA/VSIP authority will be concurrent with other methods used to draw down the workforce and/or facilitate other Agency opportunities for the affected employees. The impact of VERA/VSIP offers on the Agency's operational capacity will be assessed, and this provision will be revisited based on evolving needs. Each time there are more volunteers for VSIP opportunities than there are slots authorized, applicants will be released based on seniority.

- h. The Agency will not enter into personal service contracts that establish an Agency employee relationship, as defined by appropriate laws and regulations, unless specifically authorized by statute to do so and exceptional circumstances warrant such contracts in the Agency's interest.

Section B - Agency Inventories

1. The Agency shall provide to the Union an electronic copy of the FAIR Act Inventory, including the list of inherently governmental functions required by A-76, in an editable spreadsheet format on the same day that the FAIR Act Inventory is made available to the public.
2. On the same day that this information is made available to the public, the Agency shall provide to the Union an electronic copy of the full written justifications for:
 - a. All functions listed on the FAIR Act Inventory, including the list of inherently governmental functions required by A-76, as Commercial with a Reason Code of A, E, or F; and
 - b. All functions listed on the inventory as Inherently Governmental.
 - c. The Agency shall provide to the Union a crosswalk of all positions held by employees of the Agency to the functional listings on the FAIR Act Inventory, including the list of inherently governmental functions required by OMB Circular A-76, no later than the same day that the FAIR Act Inventory is made available to the public.
 - d. At the same time as the Agency's inventory is made public, the Agency shall notify the Union and all affected employees in writing of their right to challenge Agency inventory decisions in accordance with applicable law, rules and regulations. Such notifications will:
 - i. Explain the challenge timeframe;
 - ii. Include the designation of the appropriate inventory challenge authority;

- iii. Explain the parameters of inventory challenges;
 - iv. Designate the address to which challenges are to be delivered;
 - v. Indicate the acceptable methods of delivering challenges;
 - vi. Specify all required activity information;
 - vii. State by when challengers will receive the Agency's decision; and
 - viii. State the number of FAIR Act challenges and appeals filed since the enactment of that law, and the disposition of those challenges and appeals.
- e. The decision on an inventory challenge will be provided to the Union and all employee challengers in writing and will:
- i. Explain the appeal timeframe;
 - ii. Include the designation of the appropriate inventory appeals authority;
 - iii. Explain the parameters of inventory appeals;
 - iv. Designate the address to which appeals are to be delivered;
 - v. Specify all required activity information; and
 - vi. State by when appellants will receive the Agency's decision.

Section C - Preliminary Planning

1. Within one hundred and eighty (180) calendar days of when the Agency decides to consider any Agency function for potential study under OMB Circular A-76, the Agency will notify the Union and all potentially affected employees in writing of such decision. The Agency shall meet and confer with the Union regarding any proposed study of a function to be considered for contracting out that effects were currently or last performed by employees within the Bargaining Unit before the beginning of preliminary planning under OMB Circular A-76.
2. At the start of the preliminary planning process, the Agency shall make available to all affected employees training (conducted by a live instructor, not via computer) on the contracting out process, including (but not limited to) procedures, employee rights, roles of Agency personnel, and applicable laws,

rules, and regulations governing the contracting out process. Training may be conducted through both live instruction and pre-recorded instruction, ensuring broad accessibility and availability. Employees who participate in the live instruction will be able to ask questions, if possible. Those who view a pre-recorded training or training that doesn't allow questions, will be provided with an email address to submit questions about the material in the training. Employee questions will be answered within ten (10) calendar days. The Agency shall also provide the Union with a copy of all training materials used.

3. The Agency shall provide the Union with the tentative schedule for preliminary planning, development of the PWS and solicitation, development of the MEO, and source selection at the beginning of the preliminary planning phase. The Agency shall provide the Union with all subsequent modifications to the tentative schedule.
4. The Agency will provide the Union and the potentially affected employees with the following materials at the beginning of the preliminary planning process:
 - a. The current position description for each potentially affected employee;
 - b. The Agency's rationale for reviewing the functions at issue for a potential A-76 study;
 - c. Other efficiency and/or business process reengineering methods considered before the public-private competition method was chosen;
 - d. Written assurance that the Agency is not conducting the study in accordance with direction from the Office of Management and Budget (OMB); and
 - e. All correspondence from OMB, Agency headquarters, Agency component, and Agency subcomponent down to the local level regarding instructions from higher authority to conduct the cost study.
5. At the beginning of the preliminary planning process, the Agency shall provide the Union a list of all potentially affected Bargaining Unit employees with the following information about each: job title, grade, step, work unit, work location, supervisor, length of Federal service, length of Agency service. In the case of a contracting out action and/or review outside the A-76 process, the Agency shall provide the above information at the beginning of the review for contracting out. The information shall be provided for every employee performing a function related to the work reviewed for contracting out.
6. The Agency will provide the Union and allow affected employees to review the function descriptions, function groupings, baseline costs, and all other pertinent documents that may be legally released to the Union as they become available during preliminary planning.
7. The Agency will provide the Union and the affected employees with all materials, including the preliminary planning report and all documents created by outside consultants, prepared in support of the decision to proceed with an A-76

competition at the time of formal announcement of the A-76 competition on www.fbo.gov

8. The Agency will provide the Union, in a timely manner, copies and drafts of pertinent information concerning all cost studies, specifically to include: the invitation for bid (IFB), request for quotation (RFQ), or request for proposal (RFP); abstract of bids; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; documents setting forth the estimated dates for the contracting out process; all changes to the performance work statement; all bidder questions and activity answers related to the performance work statement.
9. The Union and affected employees may submit comments to the Agency on any information provided by the Agency. The Agency will provide written responses to Union and employee comments before formal public announcement of the OMB Circular A-76 competition is made.
10. All training materials and other resources, including training classes, provided to Agency personnel involved with an OMB Circular A-76 study will also be provided to representatives designated by the Union.

Section D - Competition Start Dates

1. The Agency will provide the Union and all affected employees written notification of formal announcements of the start date of each OMB Circular A-76 competition no later than one hundred and eighty (180) days prior to the public announcement date. The notification will include all information contained in the formal public announcement.
2. By no later than the formal public announcement date of each OMB Circular A-76 competition, the Agency shall provide the Union the final list of affected Bargaining Unit employees with the following information about each: job title, grade, step, work unit, work location, supervisor, length of Federal service, length of Agency service, gender, veteran status, disability status, race, and age.
3. Upon each formal public announcement of an OMB Circular A-76 competition, the Agency will endeavor to, if appropriate, provide employees who are performing the work being evaluated in the A-76 competition with hiring preference in open Agency position(s) the employees may be qualified for. When making decisions on the assignment to training, pursuant to Article 13, Training, the Agency shall give priority consideration to employees who would be affected by the OMB Circular A-76 competition.
4. The Union may appoint a representative to serve on Performance Work Statement (PWS) and Most Effective Organization (MEO) teams formed under OMB Circular A-76. The same representative cannot be assigned to both teams. The Agency will train employee PWS and MEO team participants concerning their duties and obligations under all laws, rules, and regulations. The Agency has determined that the assignment of the Union's representative will be treated as an assignment of work for the purposes of duty time to participate. Time spent participating on these teams will not be considered as Official

Time as specified in Article 7 (Official Time), of this Agreement. The Union's Representative assigned to these teams will sign the same non-disclosure agreement and be bound by the same obligations to protect confidential information regarding the contracting out process as all other members.

- a. If the A-76 competition involves a function performed in more than one (1) geographic location, the Union may appoint a representative to each of the teams from each geographic location. In addition, if the A-76 competition involves more than one (1) function, the Union may appoint a representative to each team from each function. The Union's Representatives to these teams will be considered full members of these teams and may not be removed from the teams or excluded from any activities of the teams, without good cause.
5. The Agency shall provide the Union advance notification of and the opportunity to fully participate in all meetings, electronic conferences, site visits, conferences, and/or debriefing sessions with actual or potential bidders related to OMB Circular A-76 competitions on Official Time.
6. The Union will be notified when site visits will be conducted for potential and/or actual bidders of any function undergoing a commercial activities study that affects bargaining unit employees. Union Representatives may attend pre-proposal conferences and participate in site visits held for potential bidders.
7. The Agency will provide the Union copies of all supporting documentation on bids.
8. The Agency shall release to the Union the certified SCF, Agency-tender, and public reimbursable tenders by no later than the competition end date. The Agency will also provide the Union all other information developed by the Agency as part of the contracting out process, including that supplied by prospective contractors, that is not prohibited from disclosure by law.

Section E - Competition End Dates

1. The Agency will provide the Union and all affected employees written notification of formal announcements of the end date of each OMB Circular A-76 competition simultaneously with the public announcement. The notification will include all information contained in the formal public announcement.
2. The Agency shall conduct the debriefings required by OMB Circular A-76, Attachment B, Paragraph D6d with the Union and all affected employees in accordance with the notification and debriefing procedures specified in FAR §§ 15.503, 15.505, and 15.506. The Parties agree that the Union and affected employees will be recognized as an offeror solely with respect to FAR §§ 15.503, 15.505, and 15.506.

Section F - Competition Cancellations

1. The Agency will provide the Union and all affected employees written notification of formal announcements of the cancellation date of each OMB Circular A-76 competition simultaneously with the public announcement. The notification will include all information contained in the formal public announcement.

2. When competitions are cancelled, the Agency will provide, upon the Union's request, all documentation supporting the decision that may be legally released.

Section G - Competition Contests

1. The Agency shall notify the Union and all affected employees in writing at the beginning of each preliminary planning process of their right to contest certain decisions involved in the contracting out process.
2. The Agency shall provide the Union at the beginning of each preliminary planning process and affected employees upon request a copy of the applicable laws, rules, and regulations governing contracting out decision contests as provided for under OMB Circular A-76, Paragraph F and Federal Acquisition Regulations (FAR) Part 33.
3. The Agency will inform the Union of all contests filed by interested Parties other than the Union within twenty-four (24) hours of all such filings.
4. The Agency will hold the implementation of all decisions in abeyance until final decisions have been reached upon timely filed contests.

Section H - Contract Out Decision/Reduction in Force

1. If a decision is made to contract out work, or if a decision results in an in-house win but includes a reduction in force, the Agency will comply with all provisions of Article 23 (Reduction in Force).
2. The Agency will include the contractor's obligation to grant to eligible employees the right of first refusal in all contracts executed with contractors.
3. Refusing the right of first refusal, because of displacement due to contracting out, shall not deny a Bargaining Unit employee of any rights they might otherwise have under this Agreement or applicable Reduction-In-Force procedures, or any other personnel procedures.

Section I - Direct Conversions

1. The Agency will negotiate a provision with each winning contractor that provides that unit employees who occupy positions targeted for contracting out, whether or not they are subject to RIF, will have the right of first refusal for contractor positions that require substantially the same skills as the positions that employees encumber and for which there is more than one (1) applicant during the transition period.
2. If the Agency contracts with the private sector to perform any work currently or last performed by Bargaining Unit employees without holding a competition in compliance with OMB Circular A-76 due to (1) statutory exemption, (2) prior written permission from OMB, (3) violation of Federal policy, or (4) any other reason, then the Agency shall notify the affected employees and the Union sixty (60) calendar days prior to any such contract being signed by the Agency. If such a decision will result in adverse employee action or any change in employee working conditions, the Union will be allowed to submit alternatives to such adverse action or change in working conditions, and the

Agency must consider these alternatives and provide a written response to the Union regarding these alternatives within ten (10) calendar days.

3. If the Union is not satisfied with the Agency's response under Section I.1 of this Article or for other considerations believe that bargaining is required, the Parties will bargain under Article 33 (Mid-Term Bargaining) of this Agreement at the Union's request.

ARTICLE 33

LABOR-MANAGEMENT PARTNERSHIP

Section A - Purpose

1. The Parties agree to work together as partners to develop solutions that promote increased quality, productivity, customer service, mission accomplishment, quality of work life, and employee empowerment while considering the legitimate interests of both Labor and Management. Federal employees through their Union Representatives are an essential source of front-line ideas and information about the realities of delivering Government services to the American people. The Labor Partnership meetings are an opportunity to discuss FRA operations (including conditions of employment), through pre-decisional involvement, promote Labor Relations, and improve the productivity and effectiveness of FRA. The Parties are committed to work and collaborate at all appropriate levels to establish and improve effective partnerships which are designed to ensure a quality work environment for employees, more efficient administration of Agency programs, and improve service to the public. The principles which guide this effort include:
 - a. Sharing responsibility;
 - b. Identifying problems;
 - c. Sharing information;
 - d. Finding solutions;
 - e. Making joint recommendations;
 - f. Using alternative dispute resolution, interest-based problem-solving techniques, and facilitation;
 - g. Integration of common interests;
 - h. Cooperation;
 - i. Mutual respect;
 - j. Open communication; and
 - k. Trust;

Section B – FRA Partnership Council

1. The FRA Partnership Council will meet for the purpose of exchanging information and discussing matters of concern or interest at the national level in the broad area of personnel policy, practice, or matters affecting conditions of employment. The Parties agree to discuss workplace challenges and problems and endeavor to develop solutions jointly.
2. Any discussions will not assume the character of formal negotiations between the Parties to this CBA. Although discussions between the Agency and the Union may result in further study of problems raised, neither the Agency nor the Union is obligated to reach agreement on the issues addressed during such discussions.

Section C - Operational Requirements

1. The Council will meet up to twice each calendar year but may meet more often by mutual consent. One (1) of these meetings will be held in-person. The length of the meeting (i.e., number of days) will be determined based on the agenda topics but the meeting will not exceed two (2) consecutive business days, additional days may be added based on mutual agreement and be based on the agenda. If any agenda items were not addressed in those two (2) days, a follow up meeting will be scheduled to address the outstanding issues within seven (7) calendar days. This meeting will be held virtually. The FRA Associate Administrator for Administration (AAA), or designee, and the Union President, or designee, will co-chair Council meetings. The LRO, or designee, will attend all Council meetings.
2. Management will be represented on the Council by a senior representative from each FRA program office. The senior representative must have the authority to agree to any joint solutions reached by the Parties. The Union will have up to four (4) members in addition to the Union President. The Parties will appoint their own representatives to the Council, at their discretion. At the request of a Council member, subject matter experts may also attend as needed for discussions on specific topics within their expertise. Subject matter experts who are not local will attend virtually. Subject matter experts who are local may attend in-person or virtually. Any additional attendees will be mutually-agreed upon by the LRO and Union President.
3. The Union President and LRO will exchange agenda items no later than thirty (30) calendar days before the scheduled meeting date. Either Party may request an extension to include additional agenda items. However, no additional agenda items may be added within fourteen (14) calendar days of the scheduled meeting date without mutual consent. Meetings of the Partnership Council will be cancelled if there are no agenda items submitted thirty (30) calendar days before a scheduled meeting. Individual employee grievances will not be discussed at these meetings, nor will individual employee grievances be adjudicated in this forum. However, the Parties may discuss systemic issues or patterns impacting employee working conditions. Agenda items must be in the broad area of personnel policy, practice, or matters affecting employee working conditions.

4. Meetings will occur during normal business hours, except weekends and holidays, with the understanding of needed flexibility based on time zones and differing work schedules. In-person meetings will occur in facilities furnished by DOT/FRA in Washington, D.C., or the surrounding suburban areas.
5. The Agency will pay all travel expenses, consistent with the FTR for in-person meetings and based on availability of Agency funds.

Section D - Subcommittees

1. The Parties agree to the importance of partnership and resolving issues as the lowest level possible. The Parties agree to create the following two (2) subcommittees: Safety (RRS) Partnership Committee and Non-Safety (ROA, RAD, RCFO, RRD, RDI, RCC) Partnership Committee. If the Agency creates additional program office(s), they will be added to the appropriate subcommittee.
2. Subcommittees will meet quarterly. The Union President and LRO will schedule subcommittee meetings and provide proposed agenda items. The Union President and LRO will exchange agenda items thirty (30) calendar days before the scheduled meeting. However, no additional agenda items may be added within fourteen (14) calendar days of the scheduled meeting date without mutual consent. Meetings of the subcommittees will be cancelled if there are no agenda items submitted thirty (30) calendar days before a scheduled meeting. Individual employee grievances will not be discussed at these meetings, nor will individual employee grievances be adjudicated in this forum. However, the Parties may discuss systemic issues or patterns impacting employee working conditions. Agenda items must be in the broad area of personnel policy, practice, or matters affecting employee working conditions.
3. Management will be represented on the subcommittees by a senior representative from each program office. The senior representative must have the authority to agree to any joint solutions reached by the Parties. The Union will have up to four (4) members in addition to the Union President. The Parties will appoint their own representatives to the subcommittees, at their discretion.
4. The subcommittees will meet virtually unless the Parties mutually agree to an in-person meeting. The Parties must mutually agree on duration of the meeting, consistent with the agenda.
5. The Agency will pay all travel expenses, consistent with the FTR, for mutually-agreed to in-person meetings.

Section E – Training

The Parties recognize the need for relevant Labor-Management training. To achieve optimal results from the Council, the best interests of both Parties are served by Labor-Management training. Training will be conducted periodically but not more than once annually. The training may be in-person or virtual. The types of training that will best suit the needs of the Partnership will be determined by the Parties. The Parties will attempt to find no cost training (i.e., FMCS)

that meets the needs determined by the Parties. The Parties will evenly split training costs. When training is in-person, the Agency will pay all travel expenses, consistent with the FTR.

ARTICLE 34

MID-TERM BARGAINING

Section A - Purpose

1. This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement.
2. It is understood between the Parties that mid-term agreements may include changes to personnel policies, practices and general conditions of employment provided such changes are not inconsistent with the terms of this Agreement or applicable laws, rules, and regulations.
3. During the term of this Agreement, either Party may initiate negotiations to add or modify this Agreement as long as the proposed changes are not inconsistent with the terms of this Agreement, applicable laws, rules, and regulations.
4. Amendments to this Agreement may be required due to changes in law or government wide regulations.
5. By mutual agreement, the Parties may add or modify this Agreement. If the Parties agree to do so, they will follow the process laid out in this Article.

Section B - Procedures for Negotiating During the Term of the Agreement

1. Where either Party proposes a change to conditions of employment that gives rise (under 5 U.S.C. Chapter 71) to a duty to bargain: The initiating Party will provide the other Party with advance written notice, of twenty-one (21) calendar days prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:
 - a. The nature and scope of the proposed change;
 - b. A description of the change and how it will affect Bargaining Unit employees;
 - c. An explanation of why the proposed change is necessary; and
 - d. The proposed implementation date.
2. If the receiving Party wishes additional information or an explanation of the proposed changes, it can request a briefing on the proposed changes. The request for a briefing must be within fifteen (15) calendar days after the proposal.
3. If the Agency is the proposing Party, they will provide notice to the Union President, or designee. If the Union is the proposing Party, they will provide notice to the LRO, or designee.

4. The receiving Party will inform the proposing Party no later than fifteen (15) calendar days from receiving the proposal that they wish to bargain over the proposed change. This will be done through a written demand to bargain (DTB). If a briefing is held, the receiving Party will have five (5) calendar days, from the briefing, to inform the other Party of their intent to bargain over the change through a written demand to bargain.
5. Upon submission of a timely DTB, the bargaining will commence within a reasonable amount of time. Any action that creates an unreasonable delay to commence bargaining may result in a Party waiving its right to bargain on the matter.
6. The receiving Party's failure to submit a timely DTB in accordance with this Article will result in waiver of the right to bargain on the matter.
7. Changes will not take effect until bargaining has been completed, including negotiability appeals and impasse proceedings, or a Party waives its right to bargain on the matter unless there is a declared emergency. If the Agency declares an emergency in accordance with 5 U.S.C Chapter 71 the Parties will engage in post implementation bargaining over the matter.

Section D - Ground Rules

The following ground rules apply to all mid-term bargaining and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71.

1. Arrangements. Negotiations will be held virtually unless mutually-agreed to be in-person.
2. If negotiations take place in-person, the Agency will pay travel cost in accordance with FTR.
3. Each Party shall be represented at the negotiations at all times by one (1) duly-authorized Chief Negotiator who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective Party.
4. Request for Official Time will be submitted in accordance with the Official Time (Article 7).
5. The Chief Negotiators may designate any members of their teams to make appropriate presentations.
6. If a member of either bargaining team is unable to participate at any point, the Chief Negotiator for that member's team may replace the member with an Alternate. When an Alternate is to replace a team member, the Party using an alternate will notify the other Party of the substitution as soon as possible, and the negotiation schedule will be followed as planned. The alternate will have the same rights, responsibilities, and authority as the team member replaced.
7. The Chief Negotiators will provide leadership and be responsible for the conduct of their negotiating team and speak on behalf of their respective negotiating team. Each Chief Negotiator is also responsible for, but not limited to, the following list of responsibilities below, with respect to the Party's negotiating team:

- a. Providing notice to the other Party of the negotiating team and alternate team members (if any).
 - b. Designating and appointing their Alternate Chief Negotiator and alternate team members of the negotiating team.
 - c. Calling caucuses.
 - d. Requesting mediation assistance through FMCS, after thorough discussion between the Parties.
 - e. Declaring that an impasse has been reached.
 - f. Determining other housekeeping matters.
8. The Chief Negotiators are jointly responsible for the following, by mutual agreement:
 - a. Determining the starting and quitting times for all negotiating sessions if deviation from agreed starting and quitting times is requested by either Party.
 - b. Initialing and dating all proposals on which the Parties have reached agreements
 9. Either Party may request the services of the Federal Mediation and Conciliation Service.
 10. This procedure does not preclude the Parties from revising any proposals directly related to conditions of employment during the period of negotiations.
 11. Either Party, with the agreement of the other Party's Chief Negotiator, may invite a Subject Matter Expert to a bargaining session to explain or clarify a topic that will help the Parties to resolve issues. Technical advisors or subject matter experts who are Agency employees will be on Agency time while attending negotiation sessions.
 12. By mutual agreement, any provisions of the ground rules may be altered or modified at any time.
 13. It is agreed that either team may request a caucus and may leave the negotiation room to caucus. If in-person, the Agency will provide a suitable caucus room. There is no limit on the number of caucuses which may be held, but each Party will make every effort to restrict the number and length of caucuses.
 14. If any proposal is claimed to be nonnegotiable by either Party and subsequently determined to be negotiable, or if the moving Party withdraws its allegations of non-negotiability, the Parties will resume negotiations as soon as practicable.
 15. Any provisions disapproved during Agency-head review may be referred to the FLRA by the Union. Any provision held within the scope of bargaining will be incorporated into the Agreement. The Parties will commence negotiations within thirty (30) calendar days if and as directed by the FLRA.
 16. Each negotiating team will be allowed up to two (2) observers who shall be permitted in negotiating sessions for training purposes. Union observers who are Bargaining Unit employees will be on approved Official Time for the duration of the negotiation session(s).

Section E - Extensions of Time

All time periods in this Article may be extended by mutual agreement. If a deadline falls on a Federal holiday or Saturday or Sunday, the deadline will be extended to the next business day.

ARTICLE 35

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section A - Duration

This Collective Bargaining Agreement is effective for a minimum of five (5) years from the effective date of the Agreement, and then will be automatically renew year to year thereafter.

Section B - Renegotiation

If either Party wishes to renegotiate terms of this CBA, it will furnish written notice to the other Party stating it intends to renegotiate the CBA and identify the Article(s) it wishes to change. Written notice of intent to renegotiate must be served at least sixty (60) calendar days, but not more than ninety (90) calendar days, before the anniversary of the effective date of this CBA.

Section C - Negotiation Procedures

1. If a Party gives notice under Section B of this Article, the Parties will begin negotiating ground rules for the new negotiations within sixty (60) calendar days from the date of receipt of written notice of intent to renegotiate, unless otherwise mutually-agreed. Ground rules must include designation of the time and place for negotiations and procedures for negotiations. Each Party will designate a Chief Negotiator who will have appropriate collective bargaining authority.
2. If negotiations are not completed by the expiration date of this CBA, the CBA will remain in full force and effect until negotiations are completed and a new Agreement is approved and in effect; or the impasse resolution provisions of 5 U.S.C. § 7119 have been exhausted; or whichever occurs first.

Section D – Amendments and Modifications

Either Party may propose negotiations during the term of this CBA to reopen, amend, or modify this CBA, but such negotiations may be conducted only by mutual consent of the Parties, in accordance with Article 33 (Mid-Term Bargaining).

Section E – Publication

Within sixty (60) calendar days of the effective date of the CBA, the Agency will make the final signed version of the CBA available in PDF format. As technically feasible, the table of contents and references to statute and regulations will be hyperlinked and the document will be searchable. The PDF version of the CBA will be located on the Agency's intranet and will serve as the primary method to access the CBA.

In the witness hereof this Agreement, has been signed by the Parties hereto this

21st day of November 2024

For the Union:

For the Agency:

Scott Hoose
President, Local 2814
American Federation of Government Employees

Amit Bose
Administrator
Federal Railroad Administration

APPENDIX 1

GRIEVANCE FORM

<p>GRIEVANCE FORM</p> <p>for Bargaining Unit Employee, Union, and FRA Agency Grievances</p>

I. Grievance Information

Grievant Name:	Job Title:
Type of Grievance: <input type="checkbox"/> Employee <input type="checkbox"/> Union <input type="checkbox"/> Agency	Representative: <input type="checkbox"/> Self <input type="checkbox"/> Union: _____ <input type="checkbox"/> Agency: _____ <input type="checkbox"/> Other: _____
Date of Alleged Grievable Occurrence (or became aware of):	
Factual basis of the grievance: (provide sufficient information for respondent e.g. event, action, practice, or condition being grieved - use attachments if necessary)	
Cite the Article(s) or section(s) of the Memorandum of Agreement, regulation, rule, or law alleged to have been violated or misapplied; and explain how the cited section(s) or Article(s) in the Agreement, regulation, rule, or law were violated or misapplied: (use attachments if necessary):	

Relief sought: (use attachments if necessary):	
Is an oral presentation meeting requested? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Signature of Employee or Representative:	Date:
<p><i>This form must be submitted via e-mail to first line supervisor or designated Agency official authorized to grant the relief sought and will be updated after each step to be used during the grievance process. The grievant must simultaneously email a copy to the FRA Labor Relations Officer (LRO) and Union President when initiating or advancing a grievance. Please see the Memorandum of Agreement, Article 25, for important information and timelines.</i></p> <p>For Grievances regarding Adverse Actions, proceed to III, Second Resolution Step. For FRA Agency Grievances, see V, FRA Agency Grievances.</p>	

II. First Resolution Step- Employee and Union Grievances

To be completed by First Step Respondent

Date Received by First Step Respondent:
Date of Oral Presentation, if requested:

Response from First Step Respondent: (use attachments if necessary):
Name of Second Step Respondent:
First Step Respondent's Signature:
NOTE: <i>Once signed, First Step Respondent will send completed form via e-mail to Grievant.</i>

To be completed by Employee or Representative

Grievant Response to First Step: (check one)
<input type="checkbox"/> I conclude my grievance. <i>(E-mail form to LRO)</i> <input type="checkbox"/> I advance my grievance to the next step. <i>(E-mail form to Second Step Respondent)</i>
Signature of Employee or Representative:

III. Second Resolution Step - Employee and Union Grievances

To be completed by Second Step Respondent

Date Received by Second Step Respondent:	Date of Grievance Meeting:
Response from Second Step Respondent (use attachments if necessary):	

Second Step Respondent's Signature:
NOTE: Once signed, Second Step Respondent will send completed form via e-mail to Grievant.

IV. Inspectors Only: Optional Third Resolution Step to Office Director

<p>If the Deciding Official in the second step grievance decision is lower than an Office Director (or equivalent), in the Office of Railroad Safety, a Railroad Safety Inspector may utilize this third step.</p> <p>Inspector Response to Second Step Decision:</p> <p><input type="checkbox"/> I advance my grievance to the Office Director. <i>(Send form to Office Director)</i></p> <p>(Attachments may be submitted with Response)</p>
Signature of Employee or Representative:

To be completed by Office Director

Date Received by Office Director:
Response from Office Director: (use attachments if necessary):

Office Director's Signature:
NOTE: Once signed, Office Director will send completed form via e-mail to Grievant.

V. FRA Agency Grievances

To be completed by Union President

Date Received by Union President:
Response from Union President: (use attachments if necessary):
Union President's Signature:
NOTE: Once signed, Union President will send completed form via e-mail to Grievant.

APPENDIX 2

LIST OF APPROVED PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR REIMBURSEMENT -

FRA Order 3902.B Personal Protective Equipment and Clothing (OSHA and ANSI Approved)**

FRA Provides the following items: nonprescription safety glasses, hard hat with liner, reflective vests, First Aid Kit, Fall-protection equipment, Backpack and bags (for transport and storage of PPE).

1. Safety Boots/toe caps (chemical resistant as appropriate) (caps must meet ASTM F2412 & F2413 Standards)
2. Prescription Safety Glasses (Cap of \$750 each year provided the employee's glasses are damaged or eye prescription has changed, and glasses need replacement)
3. Work Gloves (cloth, leather, or chemical resistant)
4. Clip-on ice creepers
5. Rain boots or slip-ons
6. Hearing protection
7. Narcan
8. Sunscreen > 30 SPF
9. Insect Repellent (DEET or 0.5% permethrin)
10. Snake-bite kit and protective wear
11. Coveralls
12. Regular or Explosion proof flashlight and replacement batteries (as appropriate)
13. Raingear (one or two piece)
14. Chemical Exposure protection (as appropriate)
15. Boot maintenance, repair, and resoling
16. Amber LED warning lights (when appropriate and were allowed by local and state laws)
Safety Cones (for use in intermodal and other facilities as appropriate)
17. Bear Spray
18. Knee Pads
19. Hand scrubs/cleaning/sanitizing wipes
20. Cold weather PPE/Clothing (as appropriate)

21. Flame Retardant (FR) Clothing

22. Chemical resistant face shield that mounts to hard hat (as appropriate, eye protection must still be worn)

23. N95 masks

* Additional needs/requests shall be referred to the FRA Safety and Health Committee for consideration and determination of safety appropriateness.

* Cold weather PPE/Clothing is specialized clothing for work purposes and not for casual or active wear. Examples include insulated pants, coats, coveralls, bibs, hats, and gloves. List is not all inclusive.

* Flame Retardant (FR) clothing in cases where entry to FR environments is a normal part of an employee's routine duties. FR clothing must comply with National Fire Protection Association (NFPA) Standards. FR clothing is referenced in FRA Order 3902.2B Personal Protective Equipment and Clothing.

Employees who work occasionally in the field will be provided the items listed as FRA provides and will not be reimbursed if they purchase them on their own except for replacement and additional safety glasses.

Employees' claims of reimbursement (vouchers) need to be filed for processing no later than the end of August prior to the end of the fiscal year.

Employees who participate in this program are required to utilize the equipment identified on this list when conditions warrant. Failure to do so could result in disciplinary action.

**This list is current as of June 7, 2024.

APPENDIX 3

MERIT SYSTEM PRINCIPLES - 5 USC § 2301(b)

1. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge and skills, after fair and open competition which assures that all receive equal opportunity.
2. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.
3. Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sector, and appropriate incentives and recognition should be provided for excellence in performance.
4. All employees should maintain high standards of integrity, conduct, and concern for the public interest.
5. The Federal work force should be used efficiently and effectively.
6. Employees should be retained on the basis of adequacy of their performance, inadequate performance should be corrected, and employees should be separated who cannot or will not improve their performance to meet required standards.
7. Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.
8. Employees should be --
 - a. protected against arbitrary action, personal favoritism, or coercion for partisan political purposes, and
 - b. prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for election.
9. Employees should be protected against reprisal for the lawful disclosure of information which the employees reasonably believe evidences --
 - a. a violation of any law, rule, or regulation, or
 - b. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

APPENDIX 4

PROHIBITED PERSONNEL PRACTICES - 5 USC § 2302 (b)

Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority—

1. discriminate for or against any employee or applicant for employment—
 - a. on the basis of race, color, religion, sex, or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e—16);
 - b. on the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a);
 - c. on the basis of sex, as prohibited under section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206 (d));
 - d. on the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or
 - e. on the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation;
2. solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of—
 - a. an evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or
 - b. an evaluation of the character, loyalty, or suitability of such individual;
3. coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;
4. deceive or willfully obstruct any person with respect to such person's right to compete for employment;
5. influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;
6. grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;
7. appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative (as defined in section 3110 (a)(3) of this title) of such employee if such position is in the agency in which such employee is serving as a public official (as defined in section 3110 (a)(2) of this title) or over which such employee exercises jurisdiction or control as such an official;
8. take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of—
 - a. any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences—

- i. a violation of any law, rule, or regulation, or
 - ii. gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; or
 - b. any disclosure to the Special Counsel, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences—
 - i. a violation of any law, rule, or regulation, or
 - ii. gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;
- 9. take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of—
 - a. the exercise of any appeal, complaint, or grievance right granted by any law, rule, or regulation—
 - i. with regard to remedying a violation of paragraph (8); or
 - ii. other than with regard to remedying a violation of paragraph (8);
 - b. testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in subparagraph (A)(i) or (ii);
 - c. cooperating with or disclosing information to the Inspector General (or any other component responsible for internal investigation or review) of an agency, or the Special Counsel, in accordance with applicable provisions of law; or
 - d. for refusing to obey an order that would require the individual to violate a law, a rule or regulation;
- 10. discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or of the United States;
- 11.
 - a. knowingly take, recommend, or approve any personnel action if the taking of such action would violate a veterans' preference requirement; or
 - b. knowingly fail to take, recommend, or approve any personnel action if the failure to take such action would violate a veterans' preference requirement;
- 12. take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in section 2301 of this title; or
- 13. implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following statement: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an

abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

14. access the medical record of another employee or an applicant for employment as a part of, or otherwise in furtherance of, any conduct described in paragraphs (1) through (13).

This subsection shall not be construed to authorize the withholding of information from Congress or the taking of any personnel action against an employee who discloses information to Congress. For purposes of paragraph (8), (i) any presumption relating to the performance of a duty by an employee whose conduct is the subject of a disclosure as defined under subsection (a)(2)(D) may be rebutted by substantial evidence, and (ii) a determination as to whether an employee or applicant reasonably believes that such employee or applicant has disclosed information that evidences any violation of law, rule, regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety shall be made by determining whether a disinterested observer with knowledge of the essential facts known to and readily ascertainable by the employee or applicant could reasonably conclude that the actions of the Government evidence such violations, mismanagement, waste, abuse, or danger.

APPENDIX 5



NEW

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

**U. S. Department of Transportation,
Federal Railroad Administration**

and

American Federation of Government Employees Local 2814

FOR THE OCCUPATION OF

Railroad Safety Inspector

O*NET-SOC CODE: 53-6051.07

RAPIDS CODE: 2035HY

APPROVED BY:

**U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**



**John V. Ladd, Administrator
Office of Apprenticeship**

10-4-15

Registration Date

TX000152612

Registration Number

The legal requirements related to apprenticeship that apply to registered apprenticeship programs are contained in 29 U.S.C. 50 and Title 29, CFR parts 29 and 30. Every effort has been made to ensure that the information in these apprenticeship standards is accurate and up-to-date.

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Appendix A - Work Process Schedule and Related Instruction Outline

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FOREWORD

These U. S. Department of Transportation, Federal Railroad Administration (FRA) apprenticeship standards have as their objective the training of Railroad Safety Inspectors skilled in all phases of the transportation industry. The sponsor recognizes that in order to accomplish this, there must be well-developed on-the-job learning combined with related instruction.

This recognition has resulted in the development of these standards of apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the FRA can work to establish an apprenticeship training program that meets the particular needs of the area.

DEFINITIONS

APPRENTICE: Any individual employed by the employer meeting the qualifications described in the standards of apprenticeship who has signed an apprenticeship agreement with the FRA providing for training and related instruction under these standards, and who is registered with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): Is an electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their apprenticeship program data.

APPRENTICESHIP AGREEMENT: The written agreement between the apprentice and the sponsor setting forth the responsibilities and obligations of all parties to the apprenticeship agreement with respect to the apprentice's employment and training under these standards. Each apprenticeship agreement must be registered with the Registration Agency.

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The Certificate of Completion of Apprenticeship issued by the FRA to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these standards of apprenticeship.

COLLECTIVE BARGAINING AGREEMENT: The negotiated agreement between the signatory union and signatory employer(s) that sets forth the terms and conditions of employment.

COORDINATOR: Means the person designated by the FRA to perform the duties stated in the standards of apprenticeship.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content; and includes, but is not limited to, electronic storage media, transmission media, the Internet, extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Means the U.S. Department of Transportation, Federal Railroad Administration.

HYBRID OCCUPATION: The hybrid approach measures the individual apprentice's skill acquisition through a combination of specified minimum number of hours of on-the-job-learning and the successful demonstration of competency as described in the work process schedule.

JOURNEYWORKER: A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and

knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.)

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, State, and local levels.

ON-THE-JOB LEARNING (OJL): Tasks learned on-the-job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

PARTNERSHIP COMMITTEES: Regional Partnership Committees (RPC) have been established for the purpose of discussing/resolving matters at the FRA regional level. The RPC is composed of:

- (1) The Regional Administrator or a Deputy Regional Administrator
- (2) One additional employee selected by the Regional Administrator
- (3) The Regional Steward
- (4) A member of the bargaining unit selected by the Regional Steward with the concurrence of the AFGE Local 2814's Executive Committee, and
- (5) The Administrative Officer or an Administrative Assistant selected by mutual agreement of the Regional Administrator and Regional Steward.

In the event the RPC is unable to reach consensus on an issue, or if the matter is of a scope or impact beyond a region, the issue will be forwarded to the FRA Partnership Council for resolution. The Partnership Council consists of not more than five voting members each from the Union and FRA.

PROGRAM SPONSOR: The Federal Railroad Administration, which will have the full responsibility for administration and operation of the apprenticeship program.

PROVISIONAL REGISTRATION: Means the one-year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Registration Agency, as provided for in the criteria described in 29 CFR §29.3 (g) and (h).

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): The Federal system which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY: Means the U.S. Department of Labor, Office of Apprenticeship who has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

STANDARDS OF APPRENTICESHIP: This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TRANSFER: A shift of apprenticeship agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committee or program sponsor.

UNION: Means the **American Federation of Government Employees, AFGE Local 2814.**

SECTION I – PROGRAM ADMINISTRATION

The FRA is responsible for the administration of all aspects of the Registered Apprenticeship program. The FRA has established Regional Partnership Committees (RPCs) for the purpose of discussing/resolving matters at the FRA regional level.

Responsibilities of the Federal Railroad Administration

- A. Select apprentices as outlined in this program.
- B. Ensure that apprentices are under written apprenticeship agreements and register the local apprenticeship standards and agreements with the appropriate Registration Agency.
- C. Review and recommend apprenticeship activities in accordance with this program.
- D. Establish the minimum standards of education and experience required of apprentices.
- E. Meet at least every three (3) months with each apprentice to review records and progress of each apprentice in training and recommend improvement or modification in training schedules, schooling and other training activities. Written minutes of the meeting will be kept.
- F. Determine the quality and quantity of experience on the job which apprentices should have and to make every effort toward their obtaining it.
- G. Hear and resolve all complaints of violation of apprenticeship agreements.
- H. Arrange tests or evaluations for determining the apprentice's progress in manipulative skills and technical knowledge.
- I. Maintain a record of all apprentices, showing their education, experience, and progress in learning the occupation.
- J. Determine the physical fitness of qualified applicants to perform the work of the occupation that may require a medical examination prior to their employment as apprentices.
- K. Advise apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- L. Certify that apprentices have successfully completed their apprenticeship program.

- M. Notify the appropriate registration agency of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of apprenticeship agreements.
- N. Supervise all the provisions of the local standards and be responsible, in general, for the successful operation of the standards by performing the duties here listed by cooperating with public and private agencies which can be of assistance by obtaining publicity to develop public support of apprenticeship and by keeping in constant touch with all parties concerned; apprentices, employers and journeyworkers.

SECTION II - EQUAL OPPORTUNITY PLEDGE – Title 29 CFR 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations (CFR), part 30, as amended.

SECTION III - QUALIFICATIONS FOR APPRENTICESHIP – Title 29 CFR 29.5(b)(10)

Applicants will meet the following minimum qualifications:

A. Age

Apprentices must not be less than 16 years of age.

B. Education

Applicants must have obtained a qualifying associates, bachelors, master's, professional, doctorate, vocational or technical degree or certificate from a qualifying educational institution, within the previous two (2) years unless military service interfered with a veterans eligibility to apply during that two (2) year time frame.

Veterans meeting the above exclusion may apply within two (2) years of discharge or six (6) years from the date of receipt of the degree whichever comes first.

Applicants must provide a copy of their college/vocational/technical transcript(s).

Education completed outside of the United States must be reviewed for equivalency to that gained in conventional/accredited U.S. education programs to be acceptable.

Applicants must submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

C. Physical

Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

Applicants will pass a drug test for the current illegal use of drugs on acceptance into the program and prior to being employed.

D. Others

Applicants must be a U. S. Citizen.

SECTION IV - APPRENTICESHIP AGREEMENT – Title 29 CFR 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice will be covered by a written apprenticeship agreement (Appendix B) signed by the FRA and the apprentice and approved by and registered with the Registration Agency. Such agreement will contain a statement making the terms and conditions of these apprenticeship standards a part of the agreement as though expressly written therein. A copy of each apprenticeship agreement will be furnished to the apprentice, the FRA, the Registration Agency, and the AFGE. An additional copy will be provided to the Veteran's State Approving Agency for those veteran apprentices desiring access to any benefits to which they are entitled.

Prior to signing the apprenticeship agreement, each selected applicant will be given an opportunity to read and review these standards, the FRA's written rules and policies and the apprenticeship agreement and the sections of the collective bargaining agreement (CBA) that pertain to apprenticeship.

The registration agency will be advised within forty-five (45) days of the execution of each apprenticeship agreement and will be given all the information required for registering the apprentice.

SECTION V - RATIO OF APPRENTICES TO JOURNEYWORKERS – Title 29 CFR 29.5(b)(7)

To be consistent with proper supervision, training, and safety the ratio of apprentices to journeyworkers will be no more than one (1) apprentice to one (1) journeyworker on the jobsite.

SECTION VI - TERM OF APPRENTICESHIP – Title 29 CFR 29.5(b)(2)

The term of the occupation will be approximately four (4) years with an OJL attainment of 6,000 to 8,000 hours supplemented by the required hours of related instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

SECTION VII - PROBATIONARY PERIOD – Title 29 CFR 29.5(b)(8), (b)(20)

All applicants selected for apprenticeship will serve a probationary period. The probationary period will be one (1) year.

During the probationary period, either the apprentice or the FRA may terminate the apprenticeship agreement, without stated cause, by notifying the other party in writing. The records for each probationary apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period.

Any probationary apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the program.

After the probationary period, the apprenticeship agreement may be canceled at the request of the apprentice, or may be suspended or canceled by the FRA for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the FRA will provide written notice to the apprentice and to the Registration Agency of the final action taken.

SECTION VIII - HOURS OF WORK

Apprentices will generally work the same hours as journeyworkers, except that no apprentice will be allowed to work overtime if it interferes with attendance in related instruction classes.

SECTION IX - APPRENTICE WAGE PROGRESSION – Title 29 CFR 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on-the-job and in related instruction. Before an apprentice is advanced to the next segment of training or to journeyworker status, the FRA will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their OJL and in related instruction courses. In determining whether satisfactory progress has been made, the FRA will be guided by the work experience and related instruction records and reports.

SECTION X - CREDIT FOR PREVIOUS EXPERIENCE – Title 29 CFR 29.5(b)(12) and 30.4(c)(8)

The FRA may grant credit towards the term of apprenticeship to new apprentices who demonstrate previous acquisition of skills or knowledge equivalent to that which would be received under these standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the FRA must submit the request at the time of application and furnish such records, affidavits, and transcripts to substantiate the claim. The request for credit will be evaluated and a determination made prior to appointment by the FRA.

The Registration Agency will be advised of any credit granted and the wage rate to which the apprentice is advanced.

SECTION XI - WORK EXPERIENCE – Title 29 CFR 29.5(b)(3) and 30.8

During the apprenticeship, the apprentice will receive such OJL and related instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journeyworker. The OJL will be under the direction and guidance of the supervisor of the apprentice(s).

SECTION XII - RELATED INSTRUCTION – Title 29 CFR 29.5(b)(4)

During each segment of training, each apprentice is required to participate in coursework related to the job as outlined in Appendix A. For each occupation, the recommended term of apprenticeship will include no less than 144 hours of related instruction for the railroad safety inspector for each year of the apprenticeship. Apprentices agree to take such courses as the FRA deems advisable. The FRA will secure the instructional aids and equipment it deems necessary to provide quality

instruction. In cities, towns or areas having no vocational school or other schools that can furnish related instruction; the apprentice may be required to take an alternate form of instruction that meets the approval of the sponsor and the Registration Agency.

Apprentices will be paid for hours spent attending related instruction classes.

Any apprentice who is absent from related instruction classes, unless officially excused, will satisfactorily complete all course work missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction (or OJL) without due cause, the FRA will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the apprentice and opportunity for corrective action.

To the extent possible, related instruction will be closely correlated with the practical experience and training received on-the-job. The FRA will monitor and document the apprentice's progress in related instruction classes.

The FRA will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. If applicable, when possible, the FRA may require the instructors to attend adult learning styles training.

SECTION XIII - SAFETY AND HEALTH TRAINING – Title 29 CFR 29.5(b)(9)

All apprentices will receive instruction in safe and healthful work practices both on-the-job and in related instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent amendments to that law, or State Standards that have been found to be at least as effective as the Federal Standards

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.

SECTION XIV - SUPERVISION OF APPRENTICES – Title 29 CFR 29.5(b)(14)

The FRA will be responsible for the training of the apprentice on the job. Apprentices will be under the general supervision of the FRA and under the direct supervision of the journeyworker to whom they are assigned. The supervisor of apprentice(s) designated by the employer will be responsible for the apprentice's work assignments, and will ensure the apprentice is working under the supervision of a skilled journeyworker, evaluation of work performance, and completion and submittal of progress reports to the FRA. No apprentice will be allowed to work without direct journeyworker supervision.

SECTION XV - RECORDS AND EXAMINATIONS – Title 29 CFR 29.5(b)(6)

Each apprentice may be responsible for maintaining a record of his/her work experience/training on-the-job and in related instruction and for having this record verified by his/her supervisor at the end of each week. The apprentice will authorize an effective release of their completed related instruction records from the local school authorities to the FRA. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the FRA. This record will be included in each apprentice's record file maintained by the FRA.

Before each period of advancement, or at any other time when conditions warrant, the FRA will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the FRA may determine whether the apprentice will continue in a probationary status, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the FRA will initiate a performance improvement plan with the apprentice.

Should it be found that the apprentice does not have the ability or desire to continue the training to become a journeyworker, the FRA will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.

SECTION XVI - MAINTENANCE OF RECORDS – Title 29 CFR 29.5(b)(23)

The FRA will maintain for a period of two (2) years from the date of last action, all records relating to apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

SECTION XVII - CERTIFICATE OF COMPLETION OF APPRENTICESHIP – Title 29 CFR 29.5(b)(15)

Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the FRA will so certify in writing to the Registration Agency and request that a Certificate of Completion of Apprenticeship be awarded to

the completing apprentice(s). Such requests will be accompanied by the appropriate documentation for both the OJL and the related instruction as may be required by the Registration Agency.

SECTION XVIII - NOTICE TO REGISTRATION AGENCY – Title 29 CFR 29.3(2)(d) and (e) and 29.5(b)(19)

The Registration Agency will be notified within forty-five (45) days of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of apprenticeship agreements and causes.

SECTION XIX - REGISTRATION, CANCELLATION, AND DEREGISTRATION – 29 CFR §§ 29.5(b)(18), 29.8(a)(2), and 29.8(b)(8)

These standards will, upon adoption by the FRA, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

The U.S. Department of Transportation, Federal Railroad Administration reserves the right to discontinue at any time the apprenticeship program set forth herein. The sponsor will notify the Registration Agency within 45 days in writing of any decision to cancel the program.

The Registration Agency may initiate deregistration of these standards for failure of the sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

The sponsor will notify each apprentice of the cancellation of the program and the effect of same. If the apprenticeship program is cancelled at the sponsor's request, the sponsor will notify the apprentice(s) within 15 days of the date of the Registration Agency's acknowledgment of the sponsor's request. If the Registration Agency orders the deregistration of the apprenticeship program, the sponsor will notify the apprentice(s) within 15 days of the effective date of the order. This notification will conform to the requirements of 29 CFR § 29.8.

SECTION XX - AMENDMENTS OR MODIFICATIONS – Title 29 CFR 29.5(b)(18)

These standards may be amended or modified at any time by the FRA provided that no amendment or modification adopted will alter any apprenticeship agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each apprentice to whom the amendment or modification applies.

SECTION XXI - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE – Title 29 CFR 29.5(b)(22) and 30(11)

The FRA will have full authority to supervise the enforcement of these standards. Its decision will be final and binding on the FRA and the apprentice, unless otherwise noted below.

If an applicant or an apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or standards, the applicant may seek relief through one or more of the following avenues, based on the nature of the issue:

Title 29 CFR 29.7(k)

For issues regarding hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable Grievance and Arbitration procedures contained in the Articles of the CBA, including requesting the RPC and/or Partnership Council discuss/resolve apprentice concerns/issues.

The RPC or Partnership Council will hear and resolve all complaints of violations concerning the apprenticeship agreement and the apprenticeship standards, for which written notification is received within the time allotted by the CBA. The RPC or Partnership Council will make such rulings as it deems necessary in each individual case and within the time allotted by the CBA. Either party to the apprenticeship agreement may consult with the Registration Agency for an interpretation of any provision of these standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is:

AFGE 2814 President
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 23590

Title 29 CFR 30.11

Any apprentice or applicant for apprenticeship who believes that he/she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his/her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the review body established by the program sponsor.

The complaint will be in writing and will be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.

The complaint must be filed within timelines established by Department of Transportation and FRA.

Complaints of discrimination in the apprenticeship program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The FRA will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

SECTION XXII - COLLECTIVE BARGAINING AGREEMENTS – Title 29 CFR 29.11

Nothing in these standards or in any apprenticeship agreement will operate to invalidate:

- (a) Any apprenticeship provision in any collective bargaining agreement between FRA and AFGE 2814; or
- (b) Any special provision for veterans, minority persons, or women in the standards, apprentice qualifications or operation of the program, or in the apprenticeship agreement, which is not otherwise prohibited by law, Executive Order, or authorized regulation.

SECTION XXIII - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – Title 29 CFR 29.5(13)

The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the FRA, and must comply with the following requirements:

- i. The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new apprenticeship agreement must be executed when the transfer occurs between the program sponsors.

If the sponsor is unable to fulfill his/her training obligation due to lack of work or failure to conform to these standards, the sponsor will make every effort to refer the apprentice with his/her consent to another employer, Registration Agency or American Job Center for placement into another registered apprenticeship program. This will provide the apprentice an opportunity for continuous employment and completion of their apprenticeship program. The apprentice must receive credit from the new employer for the training already satisfactorily completed.

SECTION XXIV - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these standards formulated by the FRA and signed an apprenticeship agreement with the FRA, agree to all the terms and conditions contained therein and agree to abide by the FRA's rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the FRA may deem necessary to become a skilled Railroad Safety Inspector.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the FRA in accordance with the provisions of these standards.
- B. Respect the property of the employer and abide by the working rules and regulations of the FRA and AFGE.
- C. Attend and satisfactorily complete the required hours in the OJL and in related instruction in subjects related to the occupation as provided under these standards.
- D. Maintain and make available such records of work experience and training received on-the-job and in related instruction as may be required by the sponsor.
- E. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- F. Work for the employer to whom the apprentice is assigned for the completion of apprenticeship, unless reassigned to another employer or the apprenticeship agreement is terminated by the FRA.

SECTION XXV - TECHNICAL ASSISTANCE

Technical assistance such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools may be requested to advise the FRA.

The FRA is encouraged to invite representatives from industry, education, business, private and/or public agencies to provide consultation and advice for the successful operation of their training program.

SECTION XXVI - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:

The U. S. Department of Transportation, Federal Railroad Administration and AFGE local 2814 hereby adopts these Standards of Apprenticeship, effective upon signature date.

**PATRICK THERON
WARREN**

Digitally signed by PATRICK THERON
WARREN
DN: c=US, o=U.S. Government, ou=DOT
Headquarters, ou=FRAHQ, cn=PATRICK
THERON WARREN
Date: 2015.09.08 14:36:07 -04'00'

Signature of Management

Patrick Warren, Deputy Assoc. Admin
Printed Name



Digitally signed by Scott H. Hoose
DN: cn=Scott H. Hoose, o,
ou=USDOT/FRA,
email=scott.hoose@dot.gov, c=US
Date: 2015.09.08 12:51:47 -05'00'

Signature of Labor (AFGE)

Scott Hoose, President, AFGE Local 2814
Printed Name

Sponsor(s) may designate the appropriate person(s) to sign the Standards on their behalf.

Appendix A

WORK PROCESS SCHEDULE
RAILROAD SAFETY INSPECTOR
O*NET-SOC CODE: 53-6051.07 RAPIDS CODE: 2035HY

This schedule is attached to and a part of these standards for the above identified occupation.

1. TERM OF APPRENTICESHIP

The term of the occupation will be approximately four (4) years with an OJL attainment of 6000 – 8000 hours supplemented by the required hours of related instruction.

2. RATIO OF APPRENTICES TO JOURNEYWORKERS

The ratio of apprentices to journeyworkers will be one (1) apprentice to one (1) journeyworker on the job site.

3. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages as outlined in the table below.

1 st	1500 - 2000 Hours + Competencies = GS-5
2 nd	1500 - 2000 Hours + Competencies = GS-7
3 rd	1500 - 2000 Hours + Competencies = GS-9
4 th	1500 - 2000 Hours + Competencies = GS-11

The journeyworker grade is GS-12.

4. SCHEDULE OF WORK EXPERIENCE (See attached Work Process Schedule)

The FRA may modify the work processes to meet their needs prior to submitting these Standards to the appropriate Registration Agency for approval.

5. SCHEDULE OF RELATED INSTRUCTION (See attached Related Instruction Outline)

WORK PROCESS SCHEDULE
RAILROAD SAFETY INSPECTOR
O*NET-SOC CODE: 53-6051.07 RAPIDS CODE: 2035HY

OJL Training Schedule

Field OJL Standards for Level I Apprentice (GS-5)

General Discipline (Orientation)
Hazardous Materials Discipline
Motive Power & Equipment Discipline
Operating Practices Discipline
Signal & Train Control Discipline
Track Discipline
Highway-Rail Crossing and Trespass Programs Discipline

Total Hours 1500 – 2000

Field OJL Standards for Level II Apprentice (GS-7)

Hazardous Materials Discipline
Motive Power & Equipment Discipline
Operating Practices Discipline
Signal & Train Control Discipline
Track Discipline
Highway-Rail Crossing and Trespass Programs Discipline

Total Hours 1500 – 2000

Field OJL Standards for Level III Apprentice (GS-9)

Hazardous Materials Discipline
Motive Power & Equipment Discipline
Operating Practices Discipline
Signal & Train Control Discipline
Track Discipline
Highway-Rail Crossing and Trespass Programs Discipline

Total Hours 1500 – 2000

Field OJL Standards for Level IV Apprentice (GS-11)

Hazardous Materials Discipline

Motive Power & Equipment Discipline

Operating Practices Discipline

Signal & Train Control Discipline

Track Discipline

Highway-Rail Crossing and Trespass Programs Discipline

Total Hours

1500 – 2000

Total Program Hours

6000 – 8000

Discipline Descriptions

Hazardous Materials Discipline

- FRA Hazmat Job Safety Briefing
- Verify Compliance with Authorized Forms of Regulatory Relief
- Investigation of Hazardous Materials Incidents
- Shipping Papers
- DOT Hazardous Materials Training
- Bulk Packaging
- Non-Bulk Packaging
- Intermodal
- Rail Operations
- Tank Cars
- Manufacturing, Qualification & Maintenance of Tank Cars
- Shipping Facility
- Complaint Investigations
- Report Inspection Activities
- Hazmat Violation Report Submission

Motive Power & Equipment Discipline

- Identify Air Brake Systems and Maintenance Requirements
- Apply Air Brake Inspection and Testing Requirements
- Perform a Locomotive Cab Inspection
- Perform a Locomotive Engine Compartment and Car Body Inspection
- Perform a Locomotive Truck, Running Gear and Draft System Inspection
- Perform a Freight Car Truck and Draft System Inspection
- Perform a Tier I Passenger Car Truck and Draft System Inspection
- Perform a Tier I Passenger Car Electrical Systems Inspection
- Perform a Tier I Passenger Car Interior Inspection

Perform a Safety Appliance Inspection
Apply Movement for Repair Provisions
Apply Inspection & Reporting Requirements
Apply Blue Signal Regulations
Apply Rear End Marker Regulations
Apply Complaint Investigation Procedures
Recall Part 209, Appendix A
Perform Inspections regarding Part 224
Reflectorization of Rail Freight Rolling Stock
Apply Remote Control Locomotive Regulations
Apply Electronic Recordkeeping Requirements
Apply Locomotive Alerter Regulations
Recall 49 CFR Part 229, Subpart E – Locomotive Electronics
Apply 49 CFR Part 238.105 Train Electronic and Software Safety and Part 238.909
Periodic Brake Equipment Maintenance Regulations
Activity Codes

Operating Practices Discipline

Accident and Injury Reporting
Hours of Service Law and Reporting
Securement of Non-Passenger Trains
Passenger Emergency Preparedness
Locomotive Engineer Certification
Conductor Certification
Complaint Investigation
Enforcement Options
Focused Inspection Process
General Manual

Signal & Train Control Discipline

Apply Bridge Worker Safety Standards
Apply Roadway Worker Protection
Apply Railroad On-Track Safety Programs
Apply Responsibility for Roadway Worker Protection
Apply Working Limits
Apply On-Track Safety Roadway Work Groups
Apply roadway Maintenance Machines
Apply RWP Training
Apply Standards for Good Faith Challenge, etc.
Apply Standards for New Roadway Maintenance Machines
Apply Standards for Existing Roadway Maintenance Machines
Apply Retrofitting Standards
Apply Standards for New/Existing Machines and Hi-Rails

Report Inspection Findings
Report Inspector Activity (IAR)
Apply Part 234 – Grade Crossing Signal System Safety
Apply Part 236 S&TC Regulations and Inspections
Apply Hours of Service Laws – Signal Service
Violations, Re-Inspections and Reporting of Remedial Actions
Apply Part 233 – Signal System Reporting Requirements
Complaint and Signal System Malfunction Investigation
Apply Part 235 – Block Signal Applications
False Proceed Signal Failure Investigation
Activation Failure Investigation

Track Discipline

Apply Bridge Worker Safety Standards
Apply Roadway Worker Protection
Apply Railroad On-Track Safety Programs
Apply Responsibility for Roadway Worker Protection
Apply Working Limits
Apply On-Track Safety Roadway Work Groups
Apply Roadway Maintenance Machines
Apply RWP Training
Apply Standards for Good Faith Challenge and Environmental Controls for Roadway
Maintenance Machines and Hi-Rails
Apply Standards for New Roadway Maintenance Machines
Apply Standards for Existing Roadway Maintenance Machines
Apply Retrofitting Standards
Apply Standards for New/Existing RMM and Hi-Rails
Perform Pre-Inspection Activities
Apply 49 CFR Part 213 Subpart A – General
Apply 49 CFR Part 213 Subpart B – Roadbed
Apply 49 CFR Part 213 Subpart C – Track Geometry
Apply 49 CFR Part 213 Subpart D – Track Structure
Apply 49 CFR Part 213 Subpart E – Track and Track-Related Devices
Apply 49 CFR Part 213 Subpart F – Inspection
Perform Inspections from Automated Track Inspection Vehicles
Apply 49 CFR Part 213 Subpart G Class of Track 6 or Higher
Apply Complaint Investigation Procedures
Report Inspection Activity
Report Inspector Activity (IAR)
Recall Part 209, Appendix A

Highway-Rail Crossing and Trespass Programs Discipline

49 CFR Part 222 – Use of Locomotive Horns at Highway-Rail Grade Crossings
49 CFR 229.129 – Locomotive Horn Testing - Measurement Standards for Train Horn
49 CFR 234 Subpart E – Systems for Telephonic
Notification of Unsafe Conditions at Highway-Rail and Pathway Grade Crossings
CFR 234 Subpart F – National Highway-Rail Crossing
Inventory Reporting Requirements
Complaint Investigations

RELATED INSTRUCTION OUTLINE
RAILROAD SAFETY INSPECTOR
O*NET-SOC CODE: 53-6051.07 RAPIDS CODE: 2035HY

Duties, Tasks, Conditions, and Standards

- Duty 1:** Report Inspection Findings
- Duty 2:** Dashboard and FRA Secure site
- Duty 3:** Roadway Worker Protection (RWP - Part 214)
- Duty 4:** Railroad Operating Rules (Part 217)
- Duty 5:** Perform On Board Train Inspections
- Duty 6:** Apply Blue Signal Regulations (Part 218 Subpart B)
- Duty 7:** Federal Operating Rules (Part 218 Subpart F)
- Duty 8:** Drug and Alcohol - (Part 219 and Part 40)
- Duty 9:** Radio Rules - (Part 220)
- Duty 10:** Rear End Markers - (Part 221)
- Duty 11:** Use of Train Horns - (Part 222)
- Duty 12:** Accident and Injury Reporting - (Part 225)
- Duty 13:** Hours of Service law and Reporting - (Part 228)
- Duty 14:** Securement of Non-passenger Trains (Part 232)
- Duty 15:** Passenger Emergency Preparedness - (Part 239)
- Duty 16:** Locomotive Engineer Certification - (Part 240)
- Duty 17:** Conductor Certification - (Part 242)
- Duty 18:** Complaint Investigation
- Duty 19:** Enforcement Options
- Duty 20:** Focused Inspection Process (FIP)
- Duty 21:** FRA General Manual



Program Registration – Section I

OMB No. 1205-0223, Expires: 04/30/2015

A. PROGRAM SPONSOR INFORMATION		
1. Employer Identification Number: TD05	2. Program Number	
3. Name of Organization: U. S. Department of Transportation, Federal Railroad Administration , Region 5		
4. Address: 1200 New Jersey Ave, SE		
5. City: Washington	6. State: DC	7. Zip Code: 23590

B. PROGRAM SPONSOR'S RELATED CONTACT INFORMATION			
1. Name of Sponsor Contact/Coordinator: Hansford Mullins			
2. Telephone Number 210-722-4536	3. Extension	4. Fax Number	5. E-Mail Address Hansford.Mullins@dot.gov

C. JOURNEYWORKERS EMPLOYED				
1. Sponsor's Occupational Title (if different from O*NET Title) Railroad Safety Inspector				
2. Total: 54	3. Female: 1	4. Minority: 9	5. Youth: 0	

D. RELATED TECHNICAL INSTRUCTION (RTI) INFORMATION				
1. Occupation Training Approach (See Definitions) Check Appropriate Boxes				
1.a Time-Based Approach		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
1.b Competency-Based (CB) Approach		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CB Interim Credentials	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.c Hybrid (HY) Approach		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HY Interim Credentials	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Wages Paid During RTI		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Hours of RTI Instruction Provided Per Year Only :		144+		
4. RTI Hours and On-the-Job Learning Length of Program		576+ RTI – 6,000-8,000 OJL		
4.a Time-Based	4.b Competency-Based	4.c Hybrid	XX	

E. RTI SOURCE INFORMATION					
1. Name of Primary RTI provider Federal Rail Road Administration			9. Name of Secondary RTI provider (Optional)		
2. Type of Instruction provider Sponsor			10. Type of Instruction provider (See Examples)		
3. Instruction Method Classroom/ Distance learning			11. Instruction Method (See Examples)		
4. Contact Person; Hansford Mullins			12. Contact Person		
5. Address of Source 26710 Sunstream Way			13. Address of Source		
6. City San Antonio	7. State TX	Zip Code 78260	14. City	15. State	16. Zip Code

F. PROGRAM SPONSOR		
1. Signature	2. Title	3. Program Registration Date (MO/DD/YYYY)

**THIS PAGE TO BE COMPLETED BY
THE APPRENTICESHIP AND TRAINING REPRESENTATIVE**

G. APPRENTICESHIP AND TRAINING REPRESENTATIVE (ATR)	
1. ATR Name: Troy Johnson	
2. ATR's RAPIDS Identification Number: TX006	

H. PROGRAM REGISTRATION INFORMATION					
1. Bargaining Agency Name American Federation of Government Employees				2. National Affiliation AFGE	
3. Program Type (Check Box) 1 = INJ <input type="checkbox"/> 2 = IJ <input checked="" type="checkbox"/> 3 = GJ <input type="checkbox"/> 4 = GNJ <input type="checkbox"/>					
4. Number of Participating Employers 1		5. Employers: If GNJ Program, Attach Employer Acceptance Agreements. (Check Box) <input type="checkbox"/> Yes, Agreement is attached. <input checked="" type="checkbox"/> No, Agreement is not attached.			
6. Waiver (Check Box) <input type="checkbox"/> Yes <input type="checkbox"/> No			7. Size of Workforce (includes all employees)		
8. Bargaining Agency Contact Name Lino Penas				9 Title President, AFGE Local 2814	
10 Street Address 832 McKenzie Ave					
11. City Council Bluffs			12. State: IA		13. Zip Code: 51509
14. Telephone Number		15. Cell Phone Number		16. Fax Number	
17. E-Mail Address			18. Web-Site Address		
19. Employer NAICS Code 926120		20. NAICS 2 Digit Category 92		21. Products/Services Transportation Safety Program, Government	
22. Apprenticeship Committee Exists (Check Box)				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
23. Membership List Is Attached (Check Box)				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
24. Occupational Title: Railroad Safety Inspector					25. RAPIDS Code 2035HY
26. Probation Length in Hours (See Instructions.) 1500					
27. Written School-To-Apprenticeship Agreement (STA) (Check Box) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
28. Prison Indicator (Check Box) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
29. Affirmative Action Plan (Check Box) N/A			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
30. Selection Procedures N/A			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
31. WAGE RECORD (Includes Four Wage Schedules)					
31.a Wage Schedule	31.b Increment Type	31.c Start Date MO/DD/YYYY	31.d Apprentice Entry Wage Rate (Hour, Month, Year)	31.e Journeyworker Wage Rate	31.f Number of Periods (See Instructions.)
1.)	Yearly (GS level)		GS5	GS12	4
2.)					
3.)					
4.)					
32. Program Registration Date (MO/DD/YYYY)					
33. Last Program Revision Date (MO/DD/YYYY)					

I. APPRENTICESHIP AND TRAINING REPRESENTATIVE (ATR)		
1. Signature	2. State (2 Digit Alpha)	3. Date (MO/DD/YYYY)

Program Definitions and/or Instructions: Unless otherwise indicated below, the program sponsor responds to fields A1. – F3. and the ATR responds to fields G1. – H31. and I1. - I3.

- A1. **Employer Identification Number (EIN)** - is an Internal Revenue Service Federal Tax Identification Number that is used to identify a business entity. The submission of your EIN is voluntary. The employer who enters this number is verifying that the business is legitimate with intentions of maintaining a registered apprenticeship program and training apprentices. This quality assurance check protects the welfare of the apprentice.
- A2. **Program Number** - a program generated number assigned to a sponsor program when the program is registered in the Registered Apprenticeship Partners Information Data System (RAPIDS), the Office of Apprenticeship database.
- A3. - 7. **Self-explanatory.**
- B1. - 5. **Self-explanatory.**
- C1. **Sponsor's Occupational Title** - Specific title of an occupation that may or may not be the same as that designated by the O*NET data system (www.onetonline.org).
- C2. **Total** - the number of total journeyworkers in this occupation.
- C3. **Female** - the number of female journeyworkers in this occupation.
- C4. **Minority** - the number of minority journeyworkers in this occupation.
- C5. **Youth** - the number of workers between the ages of 16 and 21 in this occupation.
- D1. **Occupation Training Approach** - There are three training methods as follows:
a. **Time-Based Approach** - apprentice required to complete a specific number of hours of on-the-job learning (OJL) and related training instruction (RTI)
b. **Competency-Based Approach** - apprentice required to demonstrate competency in defined subject areas and does not require any specific hours of OJL or RTI
c. **Hybrid Approach** - apprentice required to complete a minimum number of OJL and RTI hours and demonstrate competency in the defined subject areas
The training method, obtained from the Program's Standards of Apprenticeship, is subject to approval of the Registration Agency as appropriate to the apprenticeable occupation for which program standards are registered.
Interim Credentials - Based on program standards that utilize the competency-based or hybrid training approach, and, upon request of the program sponsor, the credentials are issued as certificates by the Registration Agency. Interim credentials provide certification of competency attainment by an apprentice.
- D2. **Wages paid during RTI** - Are apprentices paid while attending classes? (**Yes or No**)
- D3. **Hours of RTI Provided Per Year** - The hours of related instruction provided per year.
- D4. **RTI Hours and On-the-Job Learning (OJL) Length of Program** = The hours of instruction (related classroom) and the length of on-the-job learning during the program which will depend on the type of training method. See D1.
- E1. - 16. **RTI Source Information** - Enter primary RTI provider information in E1 - 8 and if there is secondary RTI provider (optional) enter information in E9 - 16.
- E1. **RTI Provided By** - name of college, adult education, or sponsor.
- E2. **Type of Instruction Provider** - examples: community college, adult education, sponsor, etc.
- E3. **Instruction Method** - examples: classroom, correspondence, self paced; electronic media (technology-based instruction and distance learning).
- E4. - 8. Self-explanatory.
- E9 - 16. See instructions E1 - 8 above.
- F1. - 3. Self-explanatory.

BE COMPLETED BY THE APPRENTICESHIP AND TRAINING REPRESENTATIVE

- G1. **Apprenticeship and Training Representative (ATR) Name** – Self-explanatory.
- G2. **ATR's RAPIDS Identification Number** – alpha-numerical code that identifies the ATR in the RAPIDS database.
- H1. **Bargaining Agency Name** – name of local union, if applicable.
- H2. **National Affiliation** – Union acronym, example: IBEW, SMWIA, etc.
- H3. **Program Type** - Enter appropriate numerical code:
1 = INJ (Independent, non joint = single employer not covered by collective bargaining agreement.)
2 = IJ (Independent, joint = single employer covered by a collective bargaining agreement.)
3 = GJ (Group, joint = multi employer association, covered by a collective bargaining agreement.)
4 = GNJ (Group, non joint = multi employer association not covered by a collective bargaining agreement.)
- H4. **Number of Participating Employers** – Number of employers who are signatories to the standards of apprenticeship for training of apprentices.
- H5. **Self-explanatory.**
- H6. **Waiver** - Under a joint program (IJ or GJ) where one of the sponsoring parties under a collective bargaining agreement does not wish to participate in the operation of the program and has elected to "Waiver" any rights and privileges under that program.
- H7. **Size of Workforce** - Includes all employees, workers, management, clerical, etc.
- H8. – 18. **Self-explanatory.**
- H19. **Employer North American Industrial Classification System (NAICS) Code, NAICS Two-Digit Category, Products/Services.**
- H21. **Products/Services** – a short written description of the products/services that the sponsor provides.
- H22. **Apprenticeship Committee Exists (Yes/No).**
- H23. **Membership List Attached (Yes/No).**
- H24. **Occupational Title** - example: carpenter, plumber, sheet metal worker, etc.
- H25. **RAPIDS Code** – alpha-numeric code of occupation in RAPIDS database.
- H26. **Probation Length in Hours**, Number of Hours - length of probation in hours, (example: 3 months equals 500 hours; 6 months equals 1,000 hours). Probation period cannot exceed 25 percent of the length of the program or one year, whichever is shorter.
- H27. **Written School-to-Apprenticeship (STA) Agreement** – Sponsor has an agreement that would be signed by the high-school student, parent, school, employer or employer's agent.
- H28. **Prison Indicator (Yes /No)** – Sponsor has an agreement with a prison system for training inmates.
- H29. **Affirmative Action Plan (Yes /No).**
- H30. **Selection Procedures (Yes /No).**
- H31. **Wage Record (Includes Multiple Wage Schedules)** - Multiple wage schedules may apply to a program that has the same occupation in different geographic localities. The wages are based on the prevailing wage rates and fringe benefits determined by the Secretary of Labor for inclusion in covered contracts.
a. **Wage Schedule** – The wage rates an apprentice is to be paid over the length of the training.
b. **Increment Type** – Is wage advancement based on percent or hours of journeyworker's wage.
c. **Start Date** – Date program is registered. Enter today's date.
d. **Apprentice Entry Wage Rate (Hour, Month, Year)** – Apprentice's current wage today.
e. **Journeyworker Wage Rate** – Wage in hours, monthly, or annually at apprentice completion of program obtained from Program's Standards of Apprenticeship
f. **Number of Periods** – Based on the program sponsor's occupation training approach and available in the program's apprenticeship standards.

- H32. **Program Registration Date** – the date the program was officially registered
H33. **Last Program Revision Date (Significant Date)** – RAPIDS database generates this data.
I1. - 3. **Self-explanatory.**

Public Burden Statement – Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average twelve minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond is required to obtain or retain benefits under 29 USC 50. Send comments regarding this burden or any other aspect of this collection of information including suggestions for reducing this burden to the U.S. Department of Labor, Office of Apprenticeship, 200 Constitution Avenue, N.W., Room N-5311, Washington, D.C. 20210 (Paperwork Reduction Project (1205-0223)).