

United States Environmental  
Protection Agency

Center for Environmental Measurement & Modeling  
Gulf Ecosystem Measurement & Modeling Division  
Gulf Breeze, Florida  
2024

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# Collective Bargaining Agreement

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**PREAMBLE**

In accordance with the provisions of Chapter 71 of Title 5 U.S. Code this Agreement is entered into between the U.S. Environmental Protection Agency, Office of Research & Development (ORD), Center for Environmental Measurement & Modeling, (CEMM), Gulf Ecosystem Measurement & Modeling Division (GEMMD), Gulf Breeze, FL, hereinafter called the "Employer" and the National Association of Independent Labor, Local 9, hereafter called the "Union".

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, required by law, protection of the right of employees to bargain collectively, and participate through the Union to facilitate and encourage the amicable settlements of disputes between employees and the Employer involving conditions of employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the parties.

NOW, THEREFORE, the Parties agree hereto as follows:

**ARTICLE 1  
PARTIES TO THE AGREEMENT**

**Section 1.**

The employer shall recognize the Union as the exclusive bargaining representative for all employees included within the recognized bargaining unit; the Union is entitled to act for employees on matters affecting their conditions of employment in accordance with the Statute.

**Section 2.**

This Agreement covers the recognized bargaining unit which is comprised of all professional and nonprofessional employees of the Center for Ecosystem Measurement and Modeling, Gulf Ecosystem Measurement and Modeling Division, Gulf Breeze, Florida, and all nonprofessional employees of the Office of Research and Development geographically located at Gulf Breeze, Florida.

**Section 3.**

Excluded from the bargaining unit described in Section 2 and from the coverage of this Agreement are: management officials; supervisors; U.S. Public Health Commission Corps Members; Temporary Employees on appointments of 90 days or less; and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

**ARTICLE 2**  
**PROVISIONS OF LAWS**

In the administration of all matters covered by this Agreement, the Union, Agency officials, and employees are governed by existing laws.

**ARTICLE 3  
RIGHTS AND OBLIGATIONS OF EMPLOYEES**

**Section 1.**

The Parties agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, encourages common courtesy, assures fair and equitable treatment of employees, and maintains high standards of employee performance.

**Section 2.**

All employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978 and applicable laws and regulations. In the exercise of this right, employees shall be free from any and all interference, coercion, restraint, and discrimination. Union membership shall not be encouraged or discouraged by any supervisor or Management official.

Except as otherwise provided, employees have the right: to act for the National Association of Independent Labor in the capacity of a representative and the right in that capacity to present the views of the National Association of Independent Labor to the head of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through representatives chosen by bargaining unit employees.

**Section 3.**

All employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established Agency policy.

**Section 4.**

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

**Section 5.**

An employee has the right to Union representation if they request such representation at any examination by a representative of the Agency in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee.

**Section 6.**

Employees are obligated to give information to authorized representatives of the Agency when called upon if the inquiry relates to official matters and the information is obtained in the course of employment or as a result of relationships incident to such employment. Failure to respond to requests for information or to appear as a witness in an official proceeding may result in disciplinary penalty. Nothing herein shall be deemed to infringe upon an employee's right to invoke the protection of the Fifth Amendment to the Constitution with respect to self-incrimination. However, if criminal prosecution is waived in writing by the Employer, the employee must answer all questions fully and completely.

**Section 7.**

Employees have the freedom to exercise any right of appeal granted by law, rule, regulation, or this Agreement without fear of reprisal.

**Section 8.**

An employee may participate in the activities of national or state political parties as prescribed by law.

**Section 9.**

An employee may participate in the affairs of, or accept an award for a meritorious public contribution of achievement given by, a charitable, religious, professional, social, fraternal, non-profit educational and recreational, public service, or civic organization, in accordance with ethics rules and applicable laws, and government-wide rules and regulations.

**Section 10.**

The Employer agrees to make its rules, regulations, and policies available to employees. The Employer will make a reasonable effort to bring specific instructions or policies relevant to an employee's particular job to his/her attention.

**Section 11.**

Employees are encouraged to bring violations of law, policy and/or regulation to the Employer's attention.



**ARTICLE 4  
UNION RIGHTS AND OBLIGATIONS**

**Section 1.**

Consistent with the Statute and this Agreement, the Union is entitled to act for, or represent the interests of all employees of the Unit, either collectively or individually, described in Article 1 of this Agreement. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, sexual orientation, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.

**Section 2.**

The Union recognizes the responsibility of representing the interests of all employees within the Unit it represents without discrimination and without regard to labor organization membership consistent with this Agreement and Statute.

**Section 3.**

Representatives of the Union will be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employees in the Unit concerning any grievance, or any personnel policy or practice, or other condition of employment. Management has an obligation to provide notification to the union of such meetings. Further, the Union will be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

- A. The employee reasonably believes that the examination may result in disciplinary action against the employee: and
- B. The employee requests representation.

**Section 4.**

The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal or when raising matters of concern or dissatisfaction with Management concerning conditions of employment. The Union has the exclusive right to represent employees under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance without representation by the Union, provided that the Union is a party to all discussions with the employee(s) and grievance processing involving the employee(s).

**Section 5.**

Designated Union officials who are bargaining unit employees, as identified below, will be granted reasonable and sufficient official time (on an as needed basis) to conduct representative activities authorized by the Statute. Official time will not be used for internal Union business.

- A. The following representatives will be allowed use of official time for representation purposes and, as such, the Union will provide the employer a listing of these officers and stewards initially and when changes are made:
  - (1) President (1)
  - (2) Vice-President (1)
  - (3) Chief Steward (1)
  - (4) Stewards (4)
  - (5) Negotiating Team Members
- B. Only those Union representatives specifically named herein will be authorized official time under this Article.
- C. Official time shall only be authorized for representational purposes during the time the employee otherwise would be in a duty status.
- D. Official time will only be used for such purposes as authorized by the Statute and this Article.
- E. Official time is not authorized for the purpose of conducting internal Union business such as solicitation of memberships, collections of dues or other assessments, circulation of authorization cards or petitions, campaigning for labor organization office, distribution of literature, or other work related solely to the internal business of the Union.
- F. Union representational activities shall not be a factor in evaluating an employee's performance.

**Section 6.**

Union representatives who use official time pursuant to this Article will report the use of representational time to their immediate supervisor each pay period during the representational activity, and enter corresponding time reporting codes in the Agency's time reporting system. The report will specify the category of activity for which official time was used, e.g., grievances, meetings, negotiations, and/or contract administration. - (See Figure 1) A Union Official will notify their 1st-line supervisor prior to Union representational functions that exceed 60 minutes. If a representational activity is unplanned, once 45 minutes has elapsed, the Union Official will terminate the activity or notify their 1st-line supervisor. The purpose of this notification is that the supervisor may plan for work exigencies that may, in rare circumstances, result in a request by the supervisor to delay the Official Time if possible. Union Officials and their supervisors will make every reasonable attempt to work together to ensure completion of mission-critical work assignments. Supervisory notification of recurring Union meetings with Agency management for collaborative purposes may be done once per year at the beginning of the calendar year.

**Section 7.**

Union officials will be authorized official time to attend meetings with EPA officials outside of GEMMD if their presence is requested by the Agency. The Union official will submit such requests, in writing, to the Division Director. Requests for GEMMD travel funds necessary to attend the meetings will be subject to the Division Director's approval. Official time, travel expenses and per diem will be paid only for attendance at the meeting and other appropriate matters.

**Figure 1**

***Email Report of Official Time Usage Report for Pay Period***

***Name of Union Official/Steward:***

	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Total
Negotiations											
General LMR											
Dispute Resol.											

Dispute Resolution includes:

- Pre-dispute consultation with employees
- Fact-finding discussions
- Technical research (case law, regulations)
- Informal dispute resolution discussions
- Alternative Dispute Resolution (ADR)
- Formal dispute resolution (e.g., grievances/complaints)
- Arbitration Cases or hearings
- Preparation of Grievances/Complaints/Charges

Negotiations includes:

- All formal negotiations under the Statute
- All preparation time for Negotiations

General Labor Management Relations includes:

- Pre-decisional involvement activities
- Attendance at formal discussions
- Discussions over non-bargainable issues
- Attendance at employee orientations
- Participation in joint LMR training
- Attendance at union training in representational functions (e.g., steward training)

**ARTICLE 5  
EMPLOYER RIGHTS**

**Section 1.**

Subject to Section 2 of this Article, the Employer retains the right:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Activity; and
- B. In accordance with applicable laws:
  - (1) To hire, assign, direct, lay off: and retain employees in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which activity operations shall be conducted;
  - (3) With respect to filling positions, to make selections for appointments from:
    - a. Among properly ranked and certified candidates for promotion; or
    - b. Any other appropriate sources; and
  - (4) To take whatever actions may be necessary to carry out the activity mission during emergencies.

**Section 2.**

Nothing in this Article shall preclude the Employer 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 which management officials will observe in exercising any authority under this Article; or
- C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

**ARTICLE 6  
LABOR-MANAGEMENT RELATIONS**

**Section 1.**

The Parties agree to deal with each other in a respectful manner and to recognize and deal with representatives designated to conduct the labor-management business of EPA at GEMMD.

**Section 2.**

The Employer shall furnish to the Union, or its authorized representative, upon request, and to the extent not prohibited by law, data:

- A. Which is normally maintained by the Agency in the regular course of business;
- B. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subject(s) within the scope of collective bargaining; and
- C. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

**Section 3.**

The Parties agree that the resolution of unfair labor practices is in their best interest. The Parties agree to attempt informal resolution of an unfair labor practice prior to filing the charges with the Federal Labor Relations Authority. A Union/Employer filed charge of an unfair labor practice will be informally submitted for resolution with the Division Director/Union President or their designated representatives respectively, at least 20 days prior to formal filing with the Federal Labor Relations Authority.

**Section 4.**

An unfair labor practice charge must be filed within six months of the date of the alleged occurrence pursuant to Chapter 71 of Title 5.

**ARTICLE 7**  
**MATTERS SUBJECT TO NEGOTIATION**

**Section 1.** Matters subject to negotiation are personnel policies and practices and matters affecting conditions of employment of Unit employees which are within the discretion of the Employer so far as may be proper under applicable laws, regulations and published policies. It is understood that the Employer in this context means a representative with delegated authority to speak for the Employer.

**Section 2.** Definitions:

A. Negotiations is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

B. Mid-term bargaining is negotiations that take place during the life of this Agreement concerning changes to conditions of employment not covered by the terms of this Agreement.

**Section 3.** The following procedures for Mid-term bargaining will be followed unless otherwise agreed to by the parties:

A. The Employer agrees to notify the Union President in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

B. The Union will have 10 days to respond to Official Notice of a mid-term change with a demand-to-bargain, and the option to request a briefing within that time frame. If a briefing is given, the Union will have 10 days from receipt of the briefing to submit proposals. Proposals will be forwarded by personal delivery, email, fax and/or mailing. The postmark date will constitute the submission date for mailed proposals.

C. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

D. Upon timely request by the Union, bargaining will commence within 10 work days after submission of union proposals, unless otherwise agreed upon by the Parties.

D. The Union may initiate Mid-term bargaining by notifying the Employer in writing of a proposed

change in conditions of employment. The Employer will submit written proposals to the Union within 10 working days of receipt of the Union's proposed change in conditions of employment. Bargaining will commence within 10 work days of receipt of the Employer's proposals by the Union unless otherwise agreed upon by the Parties.

**Section 4.** Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title 5 of U.S.C. and the rules and regulations of the Federal Labor Relations Authority.

**ARTICLE 8  
UNION-SPONSORED TRAINING**

**Section 1.**

Recognized Officers and Stewards of the Union will be authorized excused absence from duty for attendance at Union sponsored training on subjects within the scope of the Statute. Such time will not exceed eight hours each per calendar year for up to five Stewards and 24 hours per calendar year each for two union representatives.

**Section 2.**

Requests for Official Time should be submitted through the appropriate supervisory chain to the Division Director at least 10 calendar days in advance of any request for Official Time. The request must include the name(s) of the Officer(s)/Steward(s), date, time, and place of training or orientation session and the subject matters to be covered. Response to the Official Time request will be provided to the Union by the Division Director or designee within five calendar days of receipt of the request. Requests to attend Union-sponsored training will be considered on a training event basis. Approval is subject to work exigencies.

**Section 3.**

The Union will be permitted to use available Employer-owned equipment and training aids when conducting Union sponsored training sessions, provided the training will be held on the Employer's premises and the Union schedules the use of such training equipment and aids reasonably in advance. The use of training and/or conference rooms for training will be scheduled in advance following local procedures, with notification to the Division Director or designee.



**ARTICLE 9  
ELECTRONIC DEPOSIT OF PAYCHECKS**

**Section 1.**

Employees must utilize direct deposit/electronic transfer unless a hardship waiver is requested in accordance with law.

**Section 2.**

Employees may make changes to their mailing address, withholding taxes, direct deposits, W-4 forms, Thrift Savings Plan (TSP) changes, and Federal Employee Health Benefits (FEHB) plan changes during open season. These changes can be made by accessing the Agency's designated website. Human Resources Management Division (HRMD) servicing personnel will be available to assist employees in the use of the Agency website.

**ARTICLE 10  
PAYROLL WITHHOLDING OF UNION DUES**

**Section 1.**

An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his/her pay to cover regular dues for such membership provided that all the following requirements are met:

- A. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
- B. The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitations on revocation of the authorization.
- C. The employee is included in the unit for which exclusive recognition has been granted.

**Section 2.**

The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, *Request for Payroll Deductions for Labor Organization Dues*, and to receive the completed form from members who want to request allotment. The President or Secretary of the Union is designated to receive completed form, to enter the correct amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. They will then complete the required request for certification and submit the form via Email to management's representative, who will verify eligibility and process the request by entering the codes to start the deduction the very next pay period.

**Section 3.**

The Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify HRMD-RTP (The Labor Relations Officer) in writing (or e-mail) of the change. Only one such change will be made in any period of 12 consecutive months. The amount of dues withholding will be a consistent dollar amount or percentage for bargaining unit employees.

**Section 4.**

The Payroll Office will terminate an allotment:

- A. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- B. At the end of the pay period, or during which, an employee separates from the Employer or moves to a position not included within the unit of recognition.
- C. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.
- D. Employees may voluntarily terminate their dues withholding by submitting a *Cancellation of Payroll Deductions for Labor Organization Dues* form (SF-1188) to the Employer as described below. Cancellation of the employee's Union dues deduction cannot be effected for a period of one year from the date the dues deduction initially went into effect. For dues deduction to be canceled at the end of the first year, an employee's request must be received by the HRMD-RTP during the one-month period before the anniversary date. Cancellations timely received will be effected at the beginning of the first full pay period on or after the anniversary of the date dues deduction initially went into effect. Once an employee has been on dues deduction for at least one year, they may submit a cancellation request to the Employer between August 1-31. Requests received by HRMD-RTP during the month of August will become effective the beginning of the first full pay period after September 1. The Union shall be provided a copy of the revocation form by the HRMD-RTP office.

**Section 5.**

SF-1188s will be available in the Division's Administrative Office.

**Section 6.**

Remitting the amounts withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount withheld. Payment will be forwarded to the National Association of Independent Labor (NAIL). The Union will also be provided a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay and a statement showing the total amount withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this list will also be provided to the local.

## **ARTICLE 11 WORK SCHEDULES**

### **Section 1. Purpose**

To establish policy on Alternative Work Schedules for (1) Flexible Work Schedules, and (2) Compressed Work Schedules, and (3) regular work schedules as well as hours of duty in general.

### **Section 2. Policy**

Alternative Work Schedule programs have the potential to enable managers and supervisors to meet their program goals while, at the same time, allowing employees to be more flexible in scheduling their personal activities. Under such arrangements employees may, for example, balance work and family responsibilities more easily, become involved in volunteer activities, and take advantage of educational opportunities.

### **Section 3. Work Schedules**

- A. Regular. The regular (standard) workweek, for all employees not on an alternative work schedule, consists of five eight-hour workdays, Monday through Friday, with a schedule of 7:30 a.m. to 4:00 p.m. (including a 30-minute lunch period).
  
- B. Flexible work schedules. Work schedule established under 5 U.S.C. 6122 that in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his/her own schedule; and in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own work schedule. Employees on these schedules may work credit hours. See Article 12 for the credit hour program provisions. The Flexible work schedules for GEMMD are as follows:
  - (1) Flexitour work schedule. Under this schedule employees must be at work during the core hours of 9:00 a.m. to 3:00 p.m. However, employees are allowed to select starting and stopping times within the flexible hours (6:00 a.m.-9:00 a.m. arrival and 3:00 p.m.-6:00 p.m. departure). Once selected, the employee continues to adhere to the fixed starting and stopping times for the pay period (e.g. Monday 7:00 - 3:30 p.m.; Tuesday 7:00 – 3:30 p.m., etc.).
  
  - (2) Maxiflex work schedule. Maxiflex schedule means a type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a

full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization. Under this schedule, employees must be at work or in approved leave status during the core hours of 9:00 a.m. to 3:00 p.m. on the core days of Tuesdays through Thursdays. Maxiflex allows Employees to “flex” their starting and stopping times with no set times of arrival or departure except to be there during the core hours Tuesdays through Thursdays.

C. Compressed Work Schedules. Compressed work schedules are available for use at GEMMD.

(1) In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays constitutes a compressed work schedule. The authorized compressed work schedules for GEMMD are the 5-4-9 and 4-10 work schedules. The authorized days off under either of these work schedules is either Monday or Friday.

(2) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than eight hours in a day.

#### **Section 4. Coverage**

All bargaining unit employees are covered by the provisions of this Article. However, part-time and temporary employees must work the majority of their hours during the core time period.

#### **Section 5. Definitions**

A. Administrative Work Week. Administrative work week is defined as the calendar week 0001 hours Sunday through 2400 hours Saturday.

B. Alternative Work Schedule. Flexible and compressed work schedules are jointly referred to as alternative work schedules.

C. Basic Work Requirement. The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award. The basic work requirement for GEMMD for a full-time employee is 80 hours in a biweekly pay period. The administrative workweek will consist of a period of seven consecutive calendar days. The administrative workweek will begin

on Sunday. The basic (standard) workweek, except for employees on alternative work schedules, consists of five eight-hour workdays, Monday through Friday, with a schedule of 7:30 a.m. to 4:00 p.m. (including a lunch period).

- D. Compressed Work Schedules (CWS). In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays;
- (1) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than eight hours in a day.
  - (2) For GEMMD, the only authorized CWS schedules are the 5-4-9 schedule, which consists of eight days of nine hours; one workday of eight hours and one day off either on Friday or Monday and the 4-10 schedule which consists of 4 x 10-hour days each week with one day, either Monday or Friday off each week.
- E. Core Hours. The hours each day that a full-time employee must be present for work (except for an employee's scheduled day off under a compressed work schedule). Core hours for employees stationed in GEMMD, Gulf Breeze, shall be 9:00 a.m. - 3:00 p.m., excluding a 30-minute non-paid lunch period, on Tuesdays through Thursdays.
- F. Flexitour. Flexitour means a type of flexible work schedule in which an employee is allowed to select set starting and stopping times within the flexible hours. Once selected, the hours are fixed. The starting times chosen can be in 15-minute increments between the hours of 6:00 a.m. and 9:00 a.m. The stopping times will depend on what start time is selected to ensure that a complete workday is performed.
- G. Maxiflex. A type of flexible work schedule in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week.
- H. Official Business Hours. The period each day when EPA-GEMMD offices and organizational units must be adequately staffed to provide service and assistance to the public and other client offices. Official business hours are 7:30 a.m. to 4:00 p.m.
- I. Overtime. Overtime hours, when used with respect to normal work schedules, refers to all hours in excess of eight hours in a day or 40 hours in a work week that are officially ordered in advance, but does not include credit hours. With respect to CWS programs, overtime hours

refer to any hours in excess of those specified hours for full-time employees that constitute the compressed work schedule.

(1) For part-time employees, overtime hours are hours in excess of the compressed work schedule for a day (but must be more than eight hours) or, for a week (but must be more than 40 hours).

(2) For employees on MaxiFlex schedules, overtime is any hours over 80 in a pay period officially ordered and approved in advance.

J. Tour of Duty. Tour of duty under a flexible work schedule means the limits set within which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement. The daily tour of duty will begin no earlier than 6:00 a.m. and end no later than 6:00 p.m.

## **Section 6. Responsibilities**

A. Managers and Supervisors:

(1) Shall ensure that the mission of the agency is not adversely impacted by alternative work schedules through a reduction in productivity; a diminished level of services provided to the public; or an increase in operations cost. The Employer may terminate an alternative work schedule under these conditions. However, such termination is subject to the negotiated grievance procedure.

(2) Shall ensure that offices are adequately covered in terms of both the numbers and types of employees needed during official business hours. Office coverage includes answering phones; expeditious handling of inquiries from the public; maintaining clerical, technical, and professional support of office functions; providing representation at essential meetings; meeting deadlines and peak workload requirements or other program needs.

(3) Shall approve/disapprove all work schedules, subject to provisions of this Article, prior to being worked, and also considering health and safety factors.

(4) Shall determine who will be required to work particular schedules in order to meet coverage or other operational requirements. To the extent possible, however, personal preferences will be considered in making such decisions.

B. Employees:

- (1) Must submit a work schedule to immediate supervisors for approval;
- (2) Ensure that schedules are set to include eighty (80) hours of paid time in each biweekly pay period, and to not begin workdays before 6:00 a.m. or end work after 6 p.m. and comply with all other work schedule requirements;
- (3) Request and obtain approval of leave as appropriate when leave is desired;
- (4) Request variances to chosen work schedules from supervisors as far in advance as possible; and
- (5) Ensure that the supervisor is properly briefed on the status of work assignments so that work of the unit is not affected when variances to approved work schedules occur.
- (6) Ensure that time is properly recorded in People Plus timekeeping system.

**Section 7. Procedures**

- A. Compensatory Time Off. Compensatory time off is time off on an hour-for-hour basis in lieu of overtime pay.
- B. Night Pay. If an employee's tour of duty includes eight or more hours available for work during daytime hours (i.e., between 6 a.m. and 6 p.m.), he or she is not entitled to night pay even though he or she voluntarily elects to work during hours for which night pay is normally required (i.e., between 6 p.m. and 6 a.m.).
- C. Holiday Pay.
  - (1) Flexible Work Schedules: Holiday premium pay for non-overtime work is limited to a maximum of eight hours in a day for full-time or part-time employees. If a part-time employee is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay with respect to the holiday for the number of hours the employee is scheduled to work on that day, not to exceed eight hours. When a holiday falls on a non-workday of a part-time employee, he or she is not entitled to an in lieu-of day for that holiday.
  - (2) Compressed Work Schedules:
    - a. If a full-time employee is relieved or prevented from working on a day designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day.



- b. If a part-time employee is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day. When a holiday falls on a non-workday of a part-time employee, he or she is not entitled to an in-lieu-of day for that holiday.
- (3) Premium pay for holiday work for employees on compressed work schedules. An employee on a compressed schedule who performs work on a holiday is entitled to basic pay, plus premium pay at a rate equal to basic pay, for the work that is not in excess of the employee's compressed work schedule for that day. For hours worked on a holiday in excess of the compressed work schedule, a full-time employee is entitled to overtime pay under applicable provisions of law and a part-time employee is entitled to straight pay or overtime pay, depending on whether the excess hours are non-overtime hours or overtime hours.
- D. Lunch Periods. Each daily tour of duty must include a minimum 30-minute lunch period which will be taken between the hours 11:00 a.m. - 1:00 p.m. However, the lunch period shall not be taken at the beginning or ending of the workday. Lunch periods which exceed 30 minutes may be made up the same day by working an equal amount of time after the end of the work schedule (providing the time does not go out of the tour of duty period).
- E. Days Off. Days off shall be scheduled so as to minimize the number of employees in a work unit who are off on the same day. In scheduling days off, supervisor shall give due consideration to work requirements and the preferences of individual employees. Fridays and Mondays are the only permissible days off for compressed work schedules.
- F. Excused Absences.
- (1) Flexible Work Schedules. When absences are granted, determinations regarding entitlement to an excused absence, the amount of the excused absence to be granted, and/or the time period during which an excused absence is granted shall be based on the employee's established basic work requirement in effect for the period covered by the excused absence.
  - (2) Compressed Work Schedules. The amount of excused absence to be granted to an employee working a compressed work schedule shall be based on the employee's scheduled tour of duty on the day on which the excused absence is granted. An employee

shall not be entitled to an excused absence on his/her scheduled day off, regardless of whether excused absences are granted to other employees in the same work unit on that day.

- G. Leave. Time off during an employee's scheduled work hours must be charged to the appropriate leave category unless the employee is authorized compensatory time off or an excused absence. For example: A full-time employee who takes one day off annual leave will be charged for eight, nine, or 10 hours as scheduled.
  
- H. Work Schedule. The work schedule will establish the starting and ending times, the day(s) off and the requirement that 80 hours of work be performed during each biweekly pay period. Variations to the schedule are allowed. On a monthly basis, an employee may request a change to their approved work schedule. Also, the supervisor has the authority to temporarily change permanent work schedules to meet the needs of the unit. This would include changing an employee's work schedule to conform with work schedules where the Employee is on temporary duty.

**ARTICLE 12  
CREDIT HOUR PROGRAM**

**Section 1.**

Credit hours means any hours, within a flexible work schedule, which are in excess of an employee's basic work requirement (the number of hours they are required to work or account for by leave or otherwise), and which the employee elects to work so as to vary the length of a workweek or a workday.

**Section 2.**

Credit hours may be worked only by employees on flexible schedules. Wage grade employees or employees electing to remain on a compressed or regular work schedule are not eligible for participation in the credit hour program. Credit hours may be earned and used in 15-minute increments.

**Section 3.**

Credit hours are hours of work performed at the employee's option; they are distinguished from overtime and compensatory time off in that they do not constitute overtime work (that is, work in excess of eight hours in a day or 40 hours in a week which is officially ordered in advance by Management). The employee receives no additional pay for credit hours and such hours are credited to his or her account for future use subject to the provisions of this Article.

**Section 4.**

An employee must coordinate with their supervisor the pre-approval of credit hours. The credit hours worked will be recorded in the Employer's electronic time-keeping system.

**Section 5.**

Leave requests based on documented credit hours are made in the same manner as other categories of leave; i.e., the employee submits the request in the designated Agency's electronic timekeeping system to their supervisor for approval.

**Section 6.**

A full-time employee on a flexible schedule can accumulate not more than 24 credit hours, and a part-time employee can accumulate not more than one-fourth of the hours in such employee's biweekly basic work requirement, for carry over from a biweekly pay period to a succeeding biweekly pay period for credit to the basic work requirement for such period.

**Section 7.**

An employee shall not be paid Sunday pay, holiday pay, or premium pay for night work for credit hours.

**Section 8.**

A maximum of 24 credit hours may be carried over from one pay period to another. Hours in excess of the 24-hour maximum will be forfeited at the end of each pay period.

**Section 9.**

Employees are eligible to work credit hours at an alternate work location including their regular Telework location.

**ARTICLE 13A  
TELEWORK**

**Section 1. PURPOSE**

The Telework Enhancement Act of 2010 requires the head of each executive agency to establish a telework policy for eligible employees. A successful telework program can yield many benefits, including cost savings, increased productivity and performance, enhanced recruitment and retention, heightened employee morale, improved emergency preparedness and reduced energy use.

**Section 2. SCOPE**

This policy addresses regular, situational, and medical telework. It also addresses telework when used to accommodate employees with disabilities under the agency's reasonable accommodation process. Generally, employees covered by this policy are expected to report to the agency worksite at least twice in a biweekly pay period. This policy covers U.S. Environmental Protection Agency employees, supervisors, and managers in the competitive, excepted, and Senior Executive Service. This policy also covers Public Health Service Officers, Schedule C, Administratively Determined employees and non-EPA employees serving on Intergovernmental Personnel Act assignments to the EPA. This policy does not cover employees of the Office of Inspector General or agency employees on details or Intergovernmental Personnel Agreements (IPA) to other agencies, departments, or organizations.

Portions of this policy may allow for full-time telework on a temporary basis (except in the case of telework as a reasonable accommodation when a determination is made full-time telework without time limits is appropriate under the EPA's separate reasonable accommodation process). For telework arrangements where the employee is not expected to report to the agency worksite on a regular and recurring basis (i.e., does not meet the two times per biweekly pay period requirement nor a temporary full-time telework arrangement) please refer to the agency's remote work policy.

When this policy and a collective bargaining agreement conflict, the Collective Bargaining Agreement (CBA) shall govern unless the parties mutually agree otherwise.

**Section 3. POLICY**

The EPA supports the use of telework. The eligibility of employees to participate in telework is based on: 1) the extent they have sufficient portable work to support the requested telework schedule; and 2) the employee meeting the eligibility requirements outlined in this policy. Since telework requires collaboration between management and employees, both parties have responsibilities in its successful implementation and operation. An employee's participation in telework is voluntary. Teleworkers will

receive the same treatment and opportunities as non-teleworkers (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.) and are expected to perform and accomplish all assignments and tasks associated with their position, whether in the office or on an approved telework agreement.

#### **Section 4. DEFINITIONS**

**Telework** – An arrangement where eligible employees perform the duties and responsibilities of their position during regular, paid hours from an approved worksite other than the official worksite (e.g., home or telework center).

**Alternative Work Location or Alternative Worksite (AWL)** – The AWL is an approved work location other than the employee’s official worksite. An AWL will generally be an employee’s residence or other approved worksite and will generally be within the local commuting area, such as a facility established by state, local, or county government or private organization for use by teleworkers. Employee requests to work at an AWL outside of the local commuting area may be approved by the appropriate approving official as noted in Section 6.

**Local Commuting Area** – The geographic area usually constituting one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities where people live and can reasonably be expected to travel back and forth daily to their official worksite.

**Portable Work** – Work normally performed at the employee’s official worksite but can be performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA’s mission. Such work is part of the employee’s regular assignments and does not involve a significant change in duties or the way the assignments are performed without supervisory approval.

**Official Worksite** – The official location of an employee’s position of record as determined under 5 CFR 531.605. Official worksite is the “official duty station” as the term is used in Title 5, United States Code, Section 5305(i).

**Position of Record** – An employee’s official position defined by grade, occupational series, employing agency, law enforcement officer status and any other conditions determining coverage under a pay schedule (other than official worksite), as documented on the employee’s most recent Notification of Personnel Action (Standard Form 50 or equivalent) and current position description, excluding any position where the employee is temporarily detailed.

**Official Agency Worksite** – The office (program, region, lab, HR RCD) where the employee reports

on a regular and recurring basis, receives direction, or returns to if the supervisor recalls the employee or terminates the telework agreement.

**Telework-Ready Employee** – Any employee who has a telework agreement currently in effect, authorizing any type of telework.

## **Section 5. ROLES AND RESPONSIBILITIES**

EPA Telework Managing Officer (TMO): The Assistant Administrator for the Office of Mission Support (or designated representative) shall serve as the TMO. The TMO serves as the primary telework point of contact between the agency and the Office of Personnel Management. The TMO is responsible for overall policy development and implementation of the agency's telework policy and programs and serves as an advisor for agency leadership on the full range of telework issues as well as a resource for managers and employees.

Agency Telework Coordinator: The Office of Human Resources in the Office of Mission Support executes the duties of the agency telework coordinator, who is responsible for overseeing the agency telework program, identifying issues as necessary and ensuring any necessary training is provided as required.

Program/Regional Office Telework Coordinators: Are responsible for ensuring all participants are aware of their responsibilities, have taken appropriate training, and have agreements in place. Upon request, these telework coordinators are required to provide participation data including documented approvals and disapprovals to allow monitoring of the program.

Assistant Administrators, the Chief Financial Officer, the Chief of Staff to the Administrator, the General Counsel, and Regional Administrators or their equivalents or designated representatives: These executives are responsible for selecting program/regional office telework coordinators and may assign and locate telework coordinator duties anywhere in their respective organizations. However, if a manager does not designate a telework program coordinator, they must ensure the telework program coordinator's responsibilities are appropriately delegated to and performed by one person who will serve as a point of contact for the agency's telework coordinator.

Recruitment & Classification Division (RCD): RCD is responsible for ensuring all position descriptions are checked for telework eligibility prior to initiating recruitment and reassignment actions and are so noted in job advertisements.

Supervisors and Managers: Supervisors and managers are responsible for the overall management of teleworking within their work units, including:

- Working with their regional human resources officer, RCD, and program management officer to identify positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements;
- Approving or disapproving new or revised requests to telework in accordance with this policy and within a reasonable timeframe (i.e., normally within 5 work days). In cases of disapproval, providing the rationale to the employee in writing;
- Reviewing and recertifying employee telework agreements when revisions are necessary.
- Overseeing day-to-day telework operations, modifying individual telework agreements to meet mission needs, accomplish workload, or changing circumstances, and maintaining records and information necessary for evaluation of the program;
- Ensuring teleworkers agree to comply with all existing security policies and procedures, regarding IT security, personally identifiable information and confidential business information;
- Ensuring proper use of appropriate telework time reporting codes to document hours teleworked; and
- Monitoring performance by ensuring appropriate management controls are in place before employees begin telework assignments. Teleworkers and non-teleworkers are treated identically for the purposes of monitoring and assessing job performance; however, supervisors and managers may need to utilize different mechanisms for communicating with teleworking employees.
- Supervisors should complete the appropriate process for performance or conduct issues prior to considering revoking an employee's telework agreement in accordance with this policy.

Employees: Employees are responsible for the following:

- Completing a telework agreement and waiting for approval from their supervisor prior to teleworking;
- Performing an assessment of the AWL and answering the required questions on the Self-Certification Safety Checklist;
- Adhering to the telework policy, procedures, terms and conditions of the approved telework agreement;
- Complying with EPA policies for information technology security and use of government equipment/materials;
- Notifying their supervisor if modifications are necessary or potentially necessary to their telework agreement;
- Working with their supervisor to recertify the telework agreement when revisions are necessary.
- Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g., Teams, etc.) in order to communicate



with their supervisor, to be accessible to co-workers and customers, and overcome problems or obstacles as they occur.

- Complying with all existing agency security policies and procedures, including those relating to personally identifiable information and confidential business information;
- Being prepared to telework in the event OPM or the agency announces changes to its operating status, including changes to dismissal and closure procedures;
- In coordination with supervisors, planning ahead, including taking any necessary equipment (e.g., laptops) home prior to a forecasted weather event; and
- Make reasonable efforts to arrange dependent or elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL, and/or requesting leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities.

## **Section 6. TYPES OF TELEWORK**

Supervisors and managers may authorize the following types of telework based on their work-related needs:

Regular/Routine Telework: Under this type of telework, employees may request approval to perform their duties at an AWL on a regular and recurring basis, on predetermined days each pay period. Regular telework will typically be on the same days each pay period. However, managers may authorize adjustments when requested, as long as the schedule provides for reporting to the office at least 2 days per pay period.

As noted in Section 4, AWLs are typically located within the LCA. However, supervisors or managers can approve regular telework for employees outside the LCA if it will not hinder the employee's ability to report to the official worksite at least two days per period. Supervisors and managers should use good judgment but should remember employees may be recalled to the official worksite with at least 48 hours' notice based on mission needs. There are exceptions for approving AWLs outside the LCA. Please see the Section on situational telework for guidance.

Situational Telework: This type of telework is limited in duration on a non-routine, occasional, emergency, or ad hoc basis, as opposed to a regular telework schedule as defined above. Situational telework cannot be used in a routine manner to extend an employee's regular telework schedule. An employee must have an approved situational telework agreement in place and notify their supervisor in advance, if feasible, each time they wish to telework. An employee may be approved for both situational and regular telework.

Supervisors or managers may approve temporary situational telework arrangements at an AWL outside of the local commuting area even if the employee isn't able to report two times a pay period. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

The temporary exception should generally be used in cases where: (1) the employee is expected to return to work at the official worksite in the near future; or (2), the employee is expected to continue teleworking but will be able to report to the regular worksite at least two times per biweekly pay period. Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition.
- Emergency situations preventing the employee from regularly commuting to the official worksite, such as a severe weather emergency or a pandemic health crisis.
- An extended period of approved absence from work (e.g., paid leave).
- When the employee is in temporary duty travel status away from the official worksite.
- When an employee is temporarily detailed to work at a location other than a location covered by a telework agreement.
- As a flexibility to facilitate a work/life balance for employees.

Unscheduled Telework: This type of telework is not scheduled in advance but is performed when the agency announces changes to its operating status, including changes to dismissal and closure procedures pursuant to OPM or local management operating status announcements. Any telework-ready employee must perform unscheduled telework to the extent possible or take appropriate leave. In unique situations such as lack of electricity, infrastructure disruptions, or connectivity issues at the AWL, the employee should contact their supervisor as soon as possible to request weather and safety leave.

Medical Telework: Allows for the continued accomplishment of agency work while an employee has a medical condition certified by an appropriate medical provider not affecting the employee's ability to perform their regular work assignment at an AWL. The initial telework arrangement is valid for up to 90 calendar days (depending on the medical documentation) and may be extended in 90-calendar day increments if the medical certification justifies such at each extension (i.e., medical documentation must be submitted every 90 calendar days if warranted). This type of telework may be the equivalent of full-time, but it is a temporary telework arrangement and medical documentation justifying the need for medical telework must be provided to the supervisor. Also, a telework agreement and a safety checklist must be submitted and approved by the supervisor prior to the arrangement.

Please note, medical telework is not the same as telework as a reasonable accommodation. Medical telework is a temporary arrangement whereas telework as a reasonable accommodation is not subject to time limits if the condition justifying the arrangement persists. Please see the Section on reasonable accommodation below.

In limited circumstances for medical telework, supervisors may approve employees to work at an AWL outside the local commuting area. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

Official Worksite for Pay Purposes: Generally, if the employee does not physically report to the official worksite at least twice each biweekly pay period, their duty station will change to the AWL and locality pay may be impacted (5 CFR 531.605). An exception to this requirement is not appropriate in all time-limited situations as addressed above. If a supervisor has questions about the designation of the official worksite, they should consult their local telework coordinator or the national telework coordinator in the Office of Human Resources.

Dependent and Elder Care: Telework may be used as a flexibility to help employees with dependent or elder care responsibilities meet their family obligations and work responsibilities. However, it is not appropriate to use telework if the employee is unable to work due to dependent or elder care responsibilities. If dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL, they must arrange for dependent or elder care. The employee must request leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities. If appropriate and an option, employees may also consider requesting an Alternative Work Schedule (i.e. flexible work schedule or a compressed work schedule) to provide additional assistance with meeting their biweekly work requirement. Work Schedules are addressed in a separate policy from telework, so employees should consult the agency's work schedules policy or Article 11 for more information.

**Example 1:** An employee has children in the home on a regular or situational telework day due to a school closure. Other than general oversight and occasional brief breaks to tend to family matters, the employee is able to complete work assignments during the daily tour of duty. Leave or work schedule adjustments aren't necessary.

**Example 2:** An employee has children in the home on a regular or situational telework day due to a school closure. One child needs more than minimal assistance with a school assignment during the employee's tour of duty. The employee will need to take leave or adjust their work schedule for the time they were unable to work.

**Example 3:** An employee requested a temporary AWL at their parent’s residence so they can help their father provide assistance to their mother post-surgery. The employee may telework when not providing care for their mother and must take leave or adjust their work schedule when taking her to doctor appointments or caring for her when the father must run errands or needs a break during the employee’s tour of duty.

Reasonable Accommodation under the Telework Program: Telework is an available way to accommodate qualified employees with disabilities under the agency’s reasonable accommodation process. Employees seeking to telework as a reasonable accommodation should contact their immediate supervisor or the national or local reasonable accommodation coordinator. Employees teleworking as a reasonable accommodation will follow the general requirements contained in this policy to the extent such requirements are consistent with the reasonable accommodation. Employees must, at a minimum, submit a telework application, training certificate, and safety checklist. Employees approved to telework as a reasonable accommodation are required to have a valid, signed telework agreement.

EPA Continuity of Operations Plan: Telework is an important part of the agency’s COOP. It enables employees to work from AWLs during emergencies such as a natural disaster, a terrorist attack, disruption to facilities or a pandemic health crisis. It is a key tool in continuing the agency’s vital role in the federal government in the face of an emergency. In such an emergency, any employee—with or without a telework agreement—may be required to telework. (Note: during any period the EPA is operating under a COOP, the COOP shall supersede this policy.)

## **Section 7. PORTABLE WORK: DESIGNATING AND NOTIFYING EMPLOYEES**

Although most positions may be suitable for telework, not all aspects of all jobs can be performed effectively at an AWL and therefore, be considered portable. Also, the portability of an employee’s work can change over time due to project or mission needs. Each supervisor must identify the positions within their organization eligible for telework based on this policy and those not eligible, and notify each employee, including new employees, of their eligibility to telework based on the portability of their work. Supervisors must use the notification memorandum (Appendix E) to notify employees of their ineligibility, if applicable. No notification is required if the employee is eligible to participate in telework. Supervisors are also responsible for working with RCD to identify new positions or portions of positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements.

Work Suitable for Telework: Portable work performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA’s mission. Work suitable for telework depends on job content, rather than job series or

title, type of appointment, or work schedule.

Employees may have some duties suitable for telework and others not suitable. For these employees, supervisors will need to determine how many days per pay period an employee is eligible to work at an AWL as part of regular telework.

Duties Not Suitable for Telework: Work that isn't portable can't be performed at another location with equal effectiveness. Examples of duties not suitable to be performed away from the agency worksite include, but are not limited to, the following:

- Requiring frequent in-person contact with the supervisor, colleagues, clients, or the general public in order to perform their job effectively. These duties cannot otherwise be achieved by e-mail, telephone, video calls, collaboration technology, or other electronic means;
- Accessing classified information or a classified installation [including those materials subject to a written policy, at the government, agency or organizational level, restricting use/access outside of a specific government installation or area within a government installation];
- Involving the construction, installation, maintenance, or repair of EPA facilities;
- Involving the physical protection of EPA facilities or employees; or
- Involving other physical presence/site-dependent activity (e.g., emissions testing, laboratory trials).

## **Section 8. EMPLOYEE ELIGIBILITY REQUIREMENTS**

Basic Eligibility Requirements: An EPA employee may be authorized to telework if:

- The employee has sufficient portable work for the amount of telework requested;
- The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work;
- The employee agrees to return to the agency worksite on a telework day if required to do so by their supervisor with at least 48 hours' notice;
- The employee continues to comply with the terms of their written and approved telework agreement; and
- Arrangements are in place for dependent/elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL.

Employees may not telework work if:

- The employee has been officially disciplined (i.e. a disciplinary action that results in the placement of a document in an employee's official personnel file) for being absent without

permission for more than five days in any calendar year;

- The employee has any documented performance or conduct deficiencies related to telework within the preceding 12 months, such as letters of reprimand, or leave restrictions;
- The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties; or
- The employee has been officially disciplined for misuse of a government computer in the preceding 12 months.

### **Section 9. TELEWORK TRAINING**

Standardized training sessions for supervisors and employees will be jointly developed by the unions and management on the basics of telework to ensure a common understanding of its requirements. Participating employees must complete the agency-approved training and obtain a certificate of training before participation. The employee's record of the required training must be attached to the telework agreement. Supervisors or managers must also complete agency-approved telework training and obtain a certificate of training.

### **Section 10. ESTABLISHING THE TELEWORK AGREEMENT**

Regular and Situational Telework: The following actions are to be taken when establishing a regular or situational telework agreement:

- The employee submits a completed application to their immediate supervisor;
- The employee and supervisor discuss the proposed telework agreement and the type of work to be completed by the employee at an AWL;
- If a suitable arrangement is reached, the employee completes the application/agreement, safety checklist and the required training. Once all requirements are completed, the telework agreement is signed and dated by the employee and supervisor;
  - A separate agreement for each telework episode is not necessary if the employee has signed an agreement to telework;
- Employees may request more than one AWL. Employees requesting to work at an alternate work location not previously approved must submit a telework agreement and checklist for the new location to the supervisor for approval.
- Employees are to obtain information and implement all procedures for accessing the secured operations of the agency worksite; and
- If the AWL is a telework center, arrangements must be made by the employee's organization to cover costs of using the center and to reserve a workstation for the employee.

Medical Telework: Medical telework may be authorized for up to 80 hours per pay period for up to 90 calendar days. After 90 calendar days, a medical telework agreement may be extended for additional 90-calendar day periods if the additional medical certification justifies such at each extension (i.e., every 90 calendar days).

The following actions are to be taken when establishing a medical telework agreement:

- The employee must submit a written statement from a licensed physician or other licensed healthcare practitioner:
  - Providing a description of the medical condition necessitating the telework arrangement;
  - Summarizing the prognosis, including the expected return-to-work date, and, as appropriate, discussing medical management—including how the temporary medical condition might interrupt the employee's work schedule;
  - Listing restrictions necessary for work performed at the AWL, if applicable;
  - Stating the employee is able to perform the duties of the position at an AWL; and
  - Describing the benefit to the employee's medical condition from working at an AWL, or the reduction of health risks to other employees, if any, derived from this arrangement.
  - Generally, the information provided will be sufficient for the supervisor to make a decision on the request for medical telework; however, management reserves the right to seek additional information if needed per 5 CFR § 339.102–104.
- Based on the employee's condition, the supervisor may grant the employee sick leave or approve a combination of sick leave and telework to cover the situation.
- Medical telework is appropriate for employees with non-work-compensable injuries. Employees with work compensable injuries will be managed under applicable workers' compensation regulations.

## **Section 11. TELEWORK AGREEMENTS**

The telework agreement covers the terms and conditions of the telework arrangement. It also constitutes an agreement by the employee to adhere to applicable guidelines and policies. The telework agreement includes items such as the voluntary nature of the arrangement; duration of the telework agreement; hours and days of duty at each work location; leave approval and requests for overtime and compensatory time; performance requirements; and proper use and safeguards of government property and records. When any significant aspect of the work agreement changes (e.g., position, work assignment, alternate work location, etc.), the employee and supervisor will reassess

the employee's work in accordance with this policy to determine telework suitability and continued approval.

Employees may have a telework agreement that allows them to telework from an AWL part of their day and work in an official agency worksite part of their day (split-day) as long as they comply with relevant authorities on work schedules and leave.

Employees designated for COOP purposes may be required to telework, irrespective of telework status/agreement.

The supervisor must retain a copy of the signed telework agreement and a copy must be provided to the employee. A copy of the signed telework agreement must also be provided to the appropriate telework coordinator who is responsible for maintaining telework records in the organization.

## **Section 12. TIME, ATTENDANCE AND OTHER MISCELLANEOUS ISSUES**

Recording Telework Hours and Control of Time and Attendance: Proper recording, monitoring and certification of employee work time are critical to the success of the program. Employees are responsible for recording all telework time into the time and attendance system using the appropriate telework time reporting codes.

Telework Time Reporting Codes: The time reporting codes all teleworking employees must use to document and certify their work hours are provided below. There are separate TRCs for regular, situational/episodic, medical and unscheduled telework as well as for overtime telework and telework as a reasonable accommodation. EPA's approved TRCs are as follows:

- a. **TMREG:** Telework Medical Regular;
- b. **TOHRW:** Telework Overtime Hours;
- c. **TWRAC:** Telework for Reasonable Accommodation;
- d. **TREGW:** Telework Regular Hours;
- e. **TWCTU:** Telework Comp Time Used;
- f. **TWCTE:** Telework Comp Time Earned;
- g. **TWEHR:** Telework Episodic Hours (for situational/episodic); and
- h. **TWUSH:** Telework – Unscheduled.

Hours of Duty and Work Schedules: Employees who telework will maintain a single type of schedule (e.g., compressed, flexible work schedule) whether at the Official Agency Worksite or the AWL. Unstructured arrangements where employees work at the AWL without prior supervisory approval are not permitted. Employees should refer to the agency's work schedules policy or applicable CBA for more information.



Overtime during Telework - Eligibility Requirements: Just as at the Official Agency Worksite, overtime work conducted at an AWL must be approved in advance; overtime work not ordered and approved in advance by the supervisor, in writing, will not be compensated. Detailed information on overtime can be found in the *EPA Pay Administration Manual* (EPA Order 3155) and applicable CBAs.

**Workers' Compensation:** Employees who telework are covered by the Federal Tort Claims Act or the Federal Employees Compensation Act and qualify for continuation of pay for workers' compensation for injuries sustained while performing their official duties. For this reason, it is vital a specific AWL be approved in advance and adhered to by the employee.

The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, specifically whether the event occurred at the agency worksite or at an AWL during official duty. Typically, supervisors or managers are not present when an employee sustains an injury. Employees, in all situations, bear responsibility for informing their immediate supervisor of an injury at the earliest time possible, seeking appropriate medical attention and filing the appropriate workers' compensation claim form.

Telework arrangements can also result in employees who are currently receiving continuation of pay or worker's compensation returning to work, thus taking them off the workers' compensation rolls. Supervisors may be able to find work such employees are able to perform at home or restructure existing work so some of it may be completed at home.

**Requirement to Return to the Agency Worksite on a Scheduled Telework Day:** Teleworking employees working at an AWL may be recalled to the Official Agency Worksite as a last resort to meet time-critical mission, staffing, and workload requirements that cannot be performed at the AWL and cannot be re-scheduled. Under these rare circumstances, the supervisor shall notify the employee as early as possible, but not less than 48 hours in advance, if they are subject to a recall to the Official Agency Worksite in an effort to provide the employee sufficient time to make necessary arrangements.

A supervisor may, on rare occasions, recall an employee to their Official Agency Worksite with fewer than 48 hours notice when the purpose of the recall is unforeseeable and essential for the agency to meet its mission.

If an employee is required to be at the Official Agency Worksite on a regularly scheduled telework day, the employee may request, and the supervisor may approve, a situational telework day in the pay period.

Monitoring Performance: GAO guidelines require agencies to establish a method providing the supervisor with reasonable assurance employees are working when scheduled. Appropriate management controls and reporting procedures must be in place before employees begin teleworking. Teleworkers and non-teleworkers shall be treated identically for the purposes of monitoring and assessing job performance by the following methods:

- i. Supervisory telephone calls, video calls, or e-mail messages to an employee during times the employee is scheduled to be on duty; and
- ii. Use of performance management systems, including regular workload/accomplishments reports for teleworking and non-teleworking employees, to determine reasonableness of work output for time spent, project schedules, key milestones, quality of the work performed, and team reviews.

Routine performance monitoring will not include use of video or audio recording of employee activities at their work stations, keystroke counting, or monitoring of “availability” status on Teams.

### **Section 13. EMERGENCIES: UNSCHEDULED TELEWORK/DISMISSALS/CLOSURES**

Unscheduled Telework/Closures: In the event of an unexpected office closure, telework-ready employees already scheduled to telework on the closure day are required to do so. Telework-ready employees not scheduled to telework on the closure day but scheduled to work at the official duty location are required, in coordination with their supervisor, to utilize unscheduled telework to the maximum extent possible. If necessary, (e.g., there is insufficient portable work) the employee’s supervisor may grant an appropriate category of administrative leave (e.g., weather and safety) to cover all or a portion of the scheduled workday.

Employees who are required to work during their regular tour of duty on a day when federal offices are closed to the public (or during delayed arrivals or early dismissals) are not entitled to overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours. Employees reporting to an AWL other than the employee’s primary residence during the workweek will follow the closure or dismissal procedures of the AWL.

Late Arrivals/Early Dismissals at the Agency Worksite: When the agency announces early closure of or late arrival to the agency worksite, telework-ready employees already scheduled to telework on the early closure or late arrival day are required to telework their regularly scheduled non- overtime hours to the maximum extent possible. Telework-ready employees not scheduled to telework on the early closure or late arrival day will be required to utilize unscheduled telework to the maximum extent possible. If necessary (e.g., there is insufficient portable work), the employee’s supervisor may grant an appropriate category of administrative leave (e.g., weather and safety) for their

regularly scheduled non-overtime hours when the agency worksite is closed. Early release for the holidays must be granted to those on telework to the same extent as granted to those employees working at the agency worksite.

Unscheduled Telework Announced: In the event the regular office/worksite is open, but there is an announcement of the option for unscheduled telework, telework-ready employees not otherwise scheduled to telework may telework, come into the regular office/worksite or use annual leave, credit hours, or other appropriate leave.

Other Emergencies or Disruptions to the Agency Worksite: In the event of a disruption to normal office operations (e.g., national or local emergency, emergency event involving inclement weather, or any situation with the potential to disrupt normal office operations), employees approved for regular and situational telework are expected to telework to the extent possible if instructed by the supervisor to do so. In COOP situations, telework may be required.

General Provisions: It is recommended supervisors and employees coordinate in advance if there is an anticipated event with the potential to disrupt normal office operations to ensure employees have portable work and the necessary equipment to telework during an agency worksite closure to the extent possible.

As with scheduled telework, an employee performing unscheduled telework must have portable work to perform throughout the workday when teleworking. An employee who does not have enough portable work may report to the agency worksite if it is open; may contact their supervisor for additional work; may request annual leave, credit hours, or other appropriate leave; or may adjust their work schedule (if applicable).

When severe weather or other circumstances prevent work at the AWL (e.g., loss of electricity, employee must evacuate, infrastructure/connectivity and child/elder care issues) or there is a lack of portable work as determined by the supervisor, and the agency worksite is closed to employees, a telework-ready employee may be granted an appropriate category of administrative leave (e.g., weather and safety) by their supervisor.

#### **Section 14. MODIFICATION AND TERMINATION OF THE TELEWORK AGREEMENT**

Telework is a voluntary program and not an employee entitlement. Employees who telework do not have an automatic right to continue teleworking. Telework agreements may be modified, adjusted or terminated at any time by management based upon an employee's failure to adhere to telework requirements or based upon any other consideration affecting employee eligibility under this policy. Telework agreements may also be modified, adjusted or terminated at any time when requested by

the employee. Participation in telework will be terminated if the employee no longer meets the eligibility criteria. Before removing an employee from telework for performance or conduct issues, supervisors will complete the necessary processes to address the issues and consult their servicing labor and employee relations office for guidance.

Management shall provide sufficient notice (typically at least one full pay period when feasible) before terminating a telework agreement to allow the affected employee to make necessary arrangements. The reason for termination will be documented, signed by the supervisor, manager and/or approving official, and furnished to the affected employee and the servicing labor and employee relations office. The servicing labor and employee relations office will notify the president of any applicable union of the name of the employee and the reason(s) for the termination. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect. An employee whose telework agreement was terminated may re-apply for telework.

When any significant aspect of an employee's work changes (e.g., position, work assigned, AWL), the supervisor will reassess the portability and suitability of employee's work for continued telework approval.

An employee may withdraw an application for telework, or terminate an approved telework agreement, at any time without prejudice, and return to the agency worksite. The employee must notify the supervisor in writing, and the supervisor should in turn acknowledge the employee's notice in writing, to prevent misunderstandings about work location.

## **Section 15. REPORTING**

As OPM and other federal organizations seek telework reports, the agency's TMO and agency telework coordinator will serve as the primary liaisons between EPA, OPM and other federal organizations. EPA's telework coordinator will serve as the agency's central coordinating point and will work with telework coordinators across the agency to prepare comprehensive telework information.

## **Section 16. FACILITIES AND EQUIPMENT**

Alternative Work Location Office Space: Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, employees should have adequate internet speed and be able to easily access the intranet, agency systems, communicate by telephone, email and established collaboration tools (currently Microsoft O365 suite) with the supervisor, coworkers and serviced clients when working from their AWL. In addition, employees are responsible for verifying and ensuring their work areas comply with health and safety requirements (see the

"Employee Self-Certification Safety Checklist"). Home work areas must be clean and free of obstructions, and free of hazardous materials. An employee's request to telework may be disapproved or rescinded based on documented safety problems or the presence of hazardous materials.

A supervisor or designated safety official may inspect the AWL for compliance with health and safety requirements in the very rare circumstance that this may be deemed appropriate. The need for a scheduled site visit by the supervisor or designated safety official to the employee's AWL during work hours may occur only in very rare circumstances where an employee's compliance with health and safety requirements raises reasonable concerns substantiating the need, and only after the supervisor receives concurrence from the servicing LER specialist or other human resources official and provides notice to the employee's representative union, if applicable.

**Agency Worksite Space Sharing:** If management seeks to implement any space-saving initiatives, they will notify the unions and bargain to the extent required by CBAs, local agreements, applicable law, rule and regulation. Such space-saving options will be based on space availability and may include shared workstations, smaller workstations or unassigned touchdown/hoteling situations.

If an employee ceases to telework, the employee will be assigned to an office space similar or equivalent to the office they had before any space-saving initiatives were implemented.

**Government-Furnished Equipment:** The agency is under no obligation to provide GFE to its employees solely for the purpose of teleworking, but most employees will receive a government- issued laptop at a minimum. Supervisors may authorize the purchase and distribution of additional equipment or supplies (e.g. printers, printer cartridges, monitor, etc.) for the individual teleworker where legally permissible, as necessary, and if budget permits.

Employees who have an agency-issued laptop or mobile phone assigned to them may use such equipment while teleworking and shall take reasonable safeguards against theft and damage when they do so.

All agency-issued equipment and supplies remain the property of the agency and the EPA remains responsible for service and maintenance of the equipment. The EPA is also under no obligation to service or maintain equipment belonging to the employee, even if the employee uses it for agency work.

If an employee furnishes their own equipment/workstation at the AWL, the government will not reimburse the employee for the purchasing costs of the equipment/workstation. In addition, the employee is responsible for the maintenance, repair and replacement of privately-owned equipment. The agency will not reimburse the employee for such costs, including broadband.

The EPA may not reimburse employees for the utility costs (e.g., heating, air conditioning, lighting and the operation of government-furnished computers) for AWLs. Utility costs include the monthly service charges for telephone or specific telephone charges. Teleworking employees should use agency meeting and conferencing tools, communication options like EC-500, or government-issued mobile phones to conduct official government business with customers and contacts in other locations. The agency will also not reimburse employees for miscellaneous office supplies. Employees requiring pens, paper, paper clips, notebooks, printer cartridges, etc., may use the supplies provided by the agency; however, there should be no expectation of reimbursement for items purchased or for the agency to ship goods to an employee's AWL.

For employees working at an AWL outside of the LCA, the agency is responsible for service and maintenance of GFE. In cases where GFE needs repair and upgrade, the agency will make all reasonable efforts to initiate repairs and upgrades remotely. However, should on-site assistance be required, employees must either return to their agency worksite or make other arrangements with their supervisor to ensure repairs and upgrades can be made expeditiously. In consultation with the employee, supervisors or managers will make determinations over questions such as the employee's duty status, appropriate work assignments and potential temporary equipment during the interim period between when repairs and upgrades are required and when they are completed.

Note: Consistent with the agency's Records Management Policy, official agency business should first and foremost be done on official EPA information systems. The Federal Records Act prohibits the creation or sending of a federal record using a non-EPA electronic messaging account unless the individual creating or sending the record either: (1) copies their EPA email account at the time of initial creation or transmission of the record, or (2) forwards a complete copy of the record to their EPA email account within 20 days of the original creation or transmission of the record.

## **Section 17. INFORMATION SECURITY**

The EPA CIO issues and maintains information security directives for protecting EPA information and information systems to include when users are teleworking and accessing systems remotely. These directives outline the responsibilities of each program office, region or other organization, and users in protecting EPA systems and information. Other pertinent supporting information security directives may be issued by users' program offices, regions or other organizations.

Users agree their responsibilities, described in the agency's information security directives, apply while on telework status. Teleworkers must minimize security risks to all agency information and systems.

The AWL workplace and workstation and other devices used with agency information must be configured to ensure all agency information in any form or format is properly protected at all times and in accordance with all agency directives.

### **Section 18. RECORDS MANAGEMENT**

When working at an AWL, agency employees must continue to comply with the agency's records management policy and any other applicable policies related to using, creating, maintaining and disposing of records. Employees shall also comply with the Federal Records Act, Freedom of Information Act, the terms of any litigation hold, discovery in litigation and any requests for records by the Office of the Inspector General. Any record removed from the agency worksite for telework assignments remains the property of the agency and any information generated from telework assignments is the property of the agency. Employees are responsible for maintaining the integrity of their records and for producing records on demand.

Disposal of Telework Program Records: EPA Records Schedule 0039, Alternate Worksite Records, authorizes the disposal of records related to requests or applications to participate in an alternate worksite program (i.e., telework). This includes agreements between the agency and an employee, records relating to the safety of the worksite, the installation and use of equipment, hardware and software, and the use of secure, classified information or data subject to the Privacy Act.

### **Section 18. POLICY UPDATING PROVISION**

In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and Budget, OPM, the Federal Emergency Management Agency, the National Archives and Records Administration, and the GSA. The AA for OMS may also re-delegate the authority to update the policy to the director of the Office of Human Resources. This authority also may be re-delegated further as appropriate.

### **Section 19. WAIVER**

Any request to waive the requirements of this policy must be submitted in writing by the AA/RA (or designee) and approved by the OMS AA (or designee).

### **Section 20. MATERIALS SUPERSEDED**

- a. EPA Order 3110.32, *Telework Policy* (July 28, 2020).

**Section 21. REFERENCES**

- a. The Telework Enhancement Act of 2010
- b. Public Law 106-346, § 359: Requires all Executive agencies to establish telework policies
- c. Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630: Requires funds be set aside for Executive agency employees to use telework centers
- d. 5 U.S.C. 65: Telework
- e. 5 CFR 351.203: Definitions
- f. 5 CFR Part 530: Pay Rates and Systems (General)
- g. 5 CFR Part 531: Pay Under the General Schedule
- h. 5 CFR Part 550: Pay Administration
- i. 5 U.S.C. Section 5305(i): Special Pay Authority-New Official Duty Station
- j. 5 U.S.C. 5702: Per diem; employees traveling on official business
- k. EPA Delegation 1-17 A (September 13, 2011) *Domestic Travel*.
- l. EPA HR Bulletin number 08-006B (September 30, 2008) *Time Reporting Codes (TRCs) for Certifying Time and Attendance for Employees in EPA's Flexiplace (Telework) Program*
- m. *Guide to Telework in the Federal Government* (April 2011), OPM
- n. *Governmentwide Dismissal and Closure Procedures* (November 2018), OPM
- o. *Additional Guidance on Post-Reentry Personnel Policies and Work Environment* (July 23, 2021), OPM
- p. *2021 Guide to Telework and Remote Work in the Federal Government* (November 2021), OPM

**Section 22. APPENDICES**

- Appendix A: Telework Agreement
- Appendix B: Safety Checklist



**ARTICLE 13B  
REMOTE WORK**

**Section 1. PURPOSE**

The Telework Enhancement Act of 2010 requires the head of each executive agency to establish a telework policy for eligible employees. A successful telework program can yield many benefits, including cost savings, increased productivity and performance, enhanced recruitment and retention, heightened employee morale, improved emergency preparedness and reduced energy use.

**Section 2. SCOPE**

This policy addresses remote work (i.e., full-time telework). Remote work is a non-temporary arrangement where an employee is not expected to report to the agency worksite on a regular and recurring basis. This policy covers U.S. Environmental Protection Agency employees, supervisors and managers in the competitive, excepted, and Senior Executive Service. This policy also covers Public Health Service Officers, Schedule C, Administratively Determined employees and non-EPA employees serving on Intergovernmental Personnel Act assignments to the EPA. This policy does not cover employees of the Office of Inspector General or agency employees on details or IPAs to other agencies, departments or organizations.

Please refer to the agency's telework policy for guidance on regular, situational, medical telework and telework when used to accommodate employees with disabilities under the agency's reasonable accommodation process.

When this policy and a collective bargaining agreement conflict, the CBA shall govern unless the parties mutually agree otherwise.

**Section 3. POLICY**

The EPA supports the use of telework, including remote work. The eligibility of employees to participate in remote work is based on: 1) the work of their position being fully portable; and 2) the employee eligibility requirements outlined in this policy. Because remote work requires collaboration between management and employees, both parties have responsibilities in its successful implementation and operation. An employee's participation in any form of telework is voluntary. Remote workers will receive the same treatment and opportunities as non-teleworkers and teleworkers in similar positions (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.).

#### **Section 4. DEFINITIONS**

**Telework** – An arrangement where eligible employees perform the duties and responsibilities of their position during regular, paid hours from an approved worksite other than the official worksite.

**Remote Work** – Is a type of telework when an employee is scheduled to work within or outside the local commuting area of an agency worksite and is not expected to report to the agency worksite on a regular and recurring basis (also known as full-time telework).

**Remote Work Location (RWL)** – The RWL is an approved work location other than the employee’s agency worksite. A RWL will generally be an employee’s residence, a telecenter or other approved worksite. A RWL may be within or outside of the local commuting area of the agency worksite. An employee may have more than one approved RWL at a time.

**Local Commuting Area** – The geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their official worksite.

**Portable Work** – Work that is normally performed at the employee’s official worksite, which can be performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA’s mission. Such work is part of the employee’s regular assignments and does not involve a significant change in duties or the way in which assignments are performed, without supervisory approval.

**Official Worksite** – The official location of an employee’s position of record as determined under 5 CFR 531.605. Official worksite is the “official duty station” as that term is used in 5 United States Code, Section 5305(i). The official worksite for remote workers is the RWL.

**Position of Record** – An employee’s official position defined by grade, occupational series, employing agency, law enforcement officer status and any other condition that determines coverage under a pay schedule (other than official worksite), as documented on the employee’s most recent Notification of Personnel Action (Standard Form 50 or equivalent) and current position description, excluding any position to which the employee is temporarily detailed.

**Agency Worksite** – For remote workers, the office (program, region, lab, HR RCD) from which the employee receives direction or reports to if the supervisor or manager recalls the employee or terminates the remote work agreement.

**Domestic Employee Teleworking Overseas (DETO)** – Is an overseas remote work arrangement wherein an EPA employee temporarily performs the work requirements and duties their domestic position from an approved overseas location via a DETO Agreement.

## **Section 5.ROLES AND RESPONSIBILITIES**

EPA Telework Managing Officer: The Assistant Administrator for the Office of Mission Support (or designated representative) shall serve as the TMO. The TMO serves as the primary telework point of contact between the agency and the Office of Personnel Management. The TMO is responsible for overall policy development and implementation of the agency’s remote work policy and programs and serves as an advisor for agency leadership on the full range of telework issues as well as a resource for managers and employees. The AA of OMS also provides review and concurrence on DETO requests.

Agency Telework Coordinator: The Office of Human Resources in the Office of Mission Support executes the duties of the agency telework coordinator, who is responsible for overseeing the agency telework program. The coordinator may periodically review telework approvals and disapprovals to ensure consistency of application, direct changes as necessary, and ensure any necessary training is provided as required.

Program/Regional Office Telework Coordinators: Are responsible for ensuring all participants are aware of their responsibilities, have taken appropriate training, and have agreements in place. Upon request, these telework coordinators are required to provide participation data including documented approvals and disapprovals to allow monitoring of the program.

Assistant Administrators, the Chief Financial Officer, the Inspector General, the Chief of Staff to the Administrator, the General Counsel, and Regional Administrators or their equivalents or designated representatives: These executives are responsible for selecting program/regional office telework coordinators (or other designated point of contact) and may assign and locate telework coordinator duties anywhere in their respective organizations. The AA/RA (or designated representative) is responsible for approving DETO agreements.

Recruitment & Classification Division: RCD is responsible for ensuring all position descriptions are checked for telework eligibility prior to initiating recruitment and reassignment actions and are so noted in job advertisements.

Supervisors and Managers: Supervisors and managers are responsible for the overall management of teleworking and remote work within their work units, including:

- Working with their regional human resources officer, RCD, and program management officer to

identify positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements;

- Taking into account work-related needs, recommending approval or disapproval of new or revised remote work requests and forwarding for senior management approval, and in cases of disapproval, providing the rationale to the employee, if requested;
- Reviewing and recertifying employee telework agreements when revisions are necessary;
- Overseeing day-to-day telework operations, modifying individual telework agreements to meet mission needs, accomplish workload, or changing circumstances, and maintaining records and information necessary for evaluation of the program;
- Ensuring remote workers agree to comply with all existing security policies and procedures, including IT security, personally identifiable information and confidential business information;
- Ensuring proper use of appropriate time reporting codes to document hours worked; and
- Monitoring performance by ensuring appropriate management controls are in place before employees begin remote work. Remote teleworkers and non-teleworkers are treated identically for the purposes of monitoring and assessing job performance; however, supervisors and managers may need to utilize different mechanisms for communicating with teleworking employees;
- Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g. Teams, etc.) in order to communicate with the employee.

Employees: Employees are responsible for the following:

- Completing a remote work agreement and waiting for concurrence from their supervisor and approval from the DRA (or designee) prior to assuming a remote work schedule;
- Performing an assessment of the RWL and answering the required questions on the Self-Certification Safety Checklist;
- Adhering to the remote work policy, procedures, terms and conditions of the approved remote work agreement;
- Complying with EPA policies for information technology security and use of government equipment/materials;
- Notifying their supervisor if modifications are necessary or potentially necessary to their remote work agreement;
- Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g. Teams, etc.) in order to communicate with their supervisor and to be accessible to co-workers and customers;
- Maintaining communication with the supervisor while teleworking and working with the supervisor to overcome problems or obstacles as they occur;

- Complying with all existing agency security policies and procedures, including those relating to personally identifiable information and confidential business information;
- Arranging for dependent or elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the tour of duty. Requesting leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities.

## **Section 6. TYPES OF REMOTE WORK**

The following types of remote work may be authorized based on organizational or employee needs:

Remote Work: The employee teleworks full-time and is not expected to report to the agency worksite on a regular and recurring basis. An RWL may be approved for within or outside the local commuting area, but is limited to the States, commonwealths, territories, and possessions of the United States (see 5 CFR 591.205 for a list of non-foreign areas).

Domestic Employee Teleworking Overseas (DETO): This is a rare type of telework arrangement where an employee is allowed to perform their domestic duties from an RWL overseas. These arrangements require senior management and State Department approval.

EPA Continuity of Operations Plan: Enables employees to work from RWLs during emergencies such as a natural disaster, a terrorist attack, disruption to facilities or a pandemic health crisis. If COOP is activated, any employee—with or without a telework agreement—may be required to telework. During any period the EPA is operating under a COOP, the COOP shall supersede this policy.

## **Section 7. PORTABLE WORK**

Work Suitable for Telework: Portable work that can be performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA's mission. Work suitable for telework depends on job content, rather than job series or title, type of appointment, or work schedule. It is possible within identical or related occupational series, one position or portion thereof may be determined to be eligible for remote work, and another may not, depending on individual job requirements.

Duties Not Suitable for Telework: Includes functions and tasks not suitable to be performed away from the agency worksite. Examples include, but are not limited to duties:

- Requiring in-person contact with the supervisor, colleagues, clients or the general public in order to perform the job effectively, and which cannot otherwise be achieved by e-mail,

- telephone, video calls, collaboration technology, or other electronic means;
- Accessing classified information or a classified installation [including those materials subject to a written policy, at the government, agency or organizational level, restricting use/access outside of a specific government installation or area within a government installation];
- Involving the construction, installation, maintenance or repair of EPA facilities;
- Involving the physical protection of EPA facilities or employees; or
- Involving other physical presence/site-dependent activity (e.g., emissions testing, laboratory trials).

## **Section 8. EMPLOYEE ELIGIBILITY REQUIREMENTS**

Basic Eligibility Requirements: An EPA employee may be authorized to telework if:

- The employee has sufficient portable work for the amount of telework requested;
- The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work;
- The employee agrees to report to the agency worksite if required to do so by their supervisor in accordance with this policy;
- The employee continues to comply with the terms of their written and approved telework agreement; and
- Arrangements are in place for dependent/elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an RWL.

Eligibility for Remote Work: In addition to meeting the basic eligibility requirements, employees seeking approval for remote work must meet additional criteria. As with all telework, management will determine if authorizing an employee to perform remote work is appropriate in accordance with this policy and based on equitable function-based criteria, including job functions and not managerial preference.

Approval for remote work should only be authorized when all of the following criteria are met:

- All of the employee's work is portable;
- Tasks or work assignments can be performed at least equally effectively at the RWL;
- There will be no foreseen disruption to customer service with any agency customers or stakeholders (e.g., public, states, industry);
- The employee does not have duties or work assignments requiring regular in-person face-to-face customer service or coworker interface except in potentially rare situations; and
- The employee has the ability to meet performance plan objectives working remotely.

Employees may not remote work if:

- The employee has been officially disciplined (i.e. a disciplinary action that results in the placement of a document in an employee's official personnel file) for being absent without permission for more than five days in any calendar year;
- The employee has any documented performance or conduct deficiencies related to telework within the preceding 12 months, such as letters of reprimand, or leave restrictions;
- The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties; or
- The employee has been officially disciplined for misuse of a government computer in the preceding 12 months.

Remote Work for New Employees: The approval of remote work for new employees is at management's discretion. The basic telework and remote work eligibility criteria must be met, required training and forms completed and appropriate senior management approvals obtained prior to the commencement of remote work. At a minimum, management should consider the employee's:

- Previous federal service, if any;
- Length and nature of previous work experience; and
- Any previous experience teleworking.

**Section 9. AUTHORIZING REMOTE WORK**

The immediate supervisor must initiate and the employee's DRA (or their designee) must approve the remote work request based on a determination the employee meets all required criteria of this Policy. If the request is not approved, the DRA (or their designee) will respond in writing specifically identifying the reason the request was denied. Such decision will be subject to existing Agency or negotiated grievance procedures.

For all remote work, the official worksite is the RWL. Supervisors or managers must prepare and submit to RCD at least 30 calendar days prior to the effective date, the required personnel documentation (i.e., Request for Personnel Action, Standard Form 52) to change an employee's official worksite to their RWL. The SF-52 must include a copy of the employee's approved remote telework agreement and the following information:

- Employee Information
  - The full name, series, grade and title of the employee.
  - A copy of the employee's current position description.
  
- Position Information
  - The position's current official duty station.
  - The position's proposed official duty station.

Remote Work Outside the Local Commuting Area: Any request by an employee for remote work outside the LCA is voluntary on the part of the employee. If approved, the relocation is for the convenience and benefit of the employee and the agency will neither pay for nor reimburse any relocation costs incurred by the employee. However, if the supervisor or manager recalls an employee on approved remote work to the office, then the employee is entitled to reimbursement of travel related expenses according to travel policy.

If an employee wants to perform remote work outside of the LCA the employee must meet all requirements for remote work and must receive a written recommendation for doing so, in advance, from their supervisor or manager. The written recommendation must clearly explain how the employee is fully able to perform all of their duties effectively from the remote location, so approval of the request will not, under any circumstances, diminish the agency's ability to accomplish its mission and meet its operational goals.

When assessing relocation requests the supervisor or manager must document and consider the following:

- 1) Evaluating relocation costs by working with the Federal Employee Relocation Center Office of the Chief Financial Officer, if applicable; and
- 2) Whether or not the employee's work is tied to a specific geographic location or the proposed RWL will better serve the employee's work assignments (e.g., an On Scene Coordinator with an RWL in a specific location which would decrease response times to a location with documented high emergency response needs).

Directed Remote Work: A program or region may have a mission need for a position or employee to remote work from a specific location (e.g., to be closer to inspection sites). Thus, such arrangements aren't solely for the convenience or at the request of the employee. Generally, directed remote work arrangements are allowed provided eligibility, approval and other documentation requirements are met. Please note, telework is voluntary except in the case of COOP or evacuation (5 CFR 550 Subpart



D). Management needs to consider the voluntary nature of telework before implementing a directed telework arrangement with an already encumbered position. Remember, remote workers aren't expected to report to the agency worksite on a regular or recurring basis and the RWL will usually be the employee's residence or a telecenter. If the program or region wants to establish a worksite at another EPA location or federal, state, local or Tribal government office, and the employee will report to the other location on a regular and recurring basis, please refer to HR Bulletin 20-003B, *Worksites Away from the Position of Record*.

Designating Positions for Remote Work: For recruitment and retention purposes, program or regional management may designate certain positions as a remote position or remote work eligible in vacancy announcements if eligibility criteria are met and senior management approval is obtained prior to posting. The program or region should carefully analyze and document in writing the need, costs, consequences and benefit to the agency's mission or goals for allowing remote work. The written documentation justifying the designation will be kept in the case file for the action. As noted previously, telework is voluntary. However, if the agency advertises the position as a "remote position" as a condition of accepting the position the employee will need to complete the telework agreement to work remotely. Or the agency may advertise the position as "remote work eligible" so whoever is selected may choose to work remotely or at the agency worksite. Required telework forms and trainings must be completed prior to the commencement of remote work.

#### **Section 10. TELEWORK/REMOTE WORK TRAINING**

Standardized training sessions for supervisors and employees will be jointly developed by the unions and management on the basics of telework and remote work to ensure a common understanding of the requirements. Participating employees must complete the agency-approved training and obtain a certificate of training before participation. The employee's record of the required training must be attached to the remote work agreement. Supervisors or managers must also complete agency-approved telework and remote work training and obtain a certificate of training.

#### **Section 11. REMOTE WORK AGREEMENTS**

The remote work agreement covers the terms and conditions of the remote work arrangement. It also constitutes an agreement by the employee to adhere to applicable guidelines and policies. The agreement includes items such as the voluntary nature of the arrangement; hours and days of duty at the RWL; responsibilities for timekeeping, leave approval and requests for overtime and compensatory time; performance requirements; and proper use and safeguards of government property and records. When any aspect of the employee's position related to remote work eligibility changes, the employee

and supervisor or manager will review the employee's remote work agreement to determine continued approval.

The supervisor or manager must retain a copy of the signed remote work agreement and a copy must be provided to the employee. A copy of the signed remote work agreement must also be provided to the program or regional office telework coordinator who is responsible for maintaining telework records in the organization.

The following actions are to be taken when establishing a remote work agreement:

- The employee submits a completed application to their immediate supervisor.
- The employee and supervisor discuss the proposed telework agreement and the type of work the employee performs, which will be completed by the employee at an RWL.
- The employee and supervisor complete the application and agreement, safety checklist, and the required training.
- The employee and the supervisor will discuss any necessary procedures for accessing the secured operations of the agency worksite (i.e. a Secure Access Facility or a Sensitive Compartmented Information Facility).

## **Section 12. TIME, ATTENDANCE AND OTHER MISCELLANEOUS ISSUES**

Recording Telework Hours and Control of Time and Attendance: Proper recording, monitoring and certification of employee work time are critical to the success of the program. Employees are responsible for recording all telework time into the time and attendance system using the appropriate telework time reporting codes.

Telework Time Reporting Codes: The time reporting codes all remote work employees must use to document and certify their work hours are as follows:

- **TOHRW:** Telework Overtime Hours;
- **TWRAC:** Telework for Reasonable Accommodation;
- **TWFUL:** Telework – Full-time (i.e., Remote Work);
- **TWCTU:** Telework Comp Time Used; and
- **TWCTE:** Telework Comp Time Earned.

Work Schedules: Employees who remote work will have the same schedule options as those who work at the agency worksite, including compressed or flexible schedules. Circumstances may warrant work schedules to be changed with the supervisor's approval and in accordance with established

procedures. Employees should refer to the agency's work schedules policy or applicable CBA for more information.

Overtime during Remote Work - Eligibility Requirements: Approval in advance of overtime work is required; overtime work not ordered and approved in advance by the supervisor, in writing, will not be compensated. Detailed information on overtime can be found in the EPA Pay Administration Manual (EPA Order 3155) and applicable CBAs.

Leave: Procedures for requesting leave are the same for remote work employees and employees working at the agency worksite. Employees are responsible for reporting leave usage appropriately on their timecards. Remote workers may utilize leave for a portion of the workday and work from the RWL for the remainder of the workday.

Workers' Compensation: Employees who remote work are covered by the Federal Tort Claims Act and the Federal Employees Compensation Act, and qualify for continuation of pay for workers' compensation for injuries sustained while performing their official duties.

The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, specifically whether the event occurred at the agency worksite or at an AWL during official duty. Typically, supervisors are not present when an employee sustains an injury. Employees, in all situations, bear responsibility for informing their immediate supervisor of an injury at the earliest time possible, seeking appropriate medical attention and filing the appropriate workers' compensation claim form.

Remote work arrangements can result in employees who are currently receiving continuation of pay or worker's compensation returning to work, taking them off the workers' compensation rolls. Supervisors may be able to find work such employees are able to perform at home or restructure existing work so some of it may be completed at home.

Requirement to Report to the Agency Worksite or a Location other than the RWL: Employees participating in remote work may be directed to report to their agency worksite or a location other than the RWL for limited reasons such as, but not limited to: special assignments, training, travel, emergencies or other situations deemed necessary by the supervisor or manager to meet mission requirements. Under these rare circumstances, the supervisor shall notify the employee as early as possible, but not less than 48 hours in advance, in an effort to provide the employee sufficient time to make necessary arrangements.

Relocation: When employee requested remote work is approved, the agency will not pay relocation costs for the employee to move to the RWL. If the remote work agreement is terminated, the

employee is responsible for all costs associated with returning to the agency worksite. If the remote work is directed, the region or program may have to pay relocation costs to move the employee to the RWL or return to the agency worksite if the remote work is terminated.

Travel: The travel provisions applying to employees working at the official worksite also apply to employees who remote work. In addition, when remote work employees are directed to report to the agency worksite, they are entitled to travel expenses.

Dependent and Elder Care: Remote work may be used as a flexibility to help employees with dependent or elder care responsibilities meet their family obligations and work responsibilities. However, it is not appropriate to use remote work if the employee is unable to work due to dependent or elder care responsibilities. If dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an RWL, they must arrange for dependent or elder care. The employee must request leave or work schedule adjustments, as appropriate, for periods when the employee is not able to work due to dependent or elder care responsibilities.

Example 1: An employee has children in the home due to a school closure. Other than general oversight and occasional brief breaks to tend to family matters, the employee is able to complete work assignments during the daily tour of duty. Leave or work schedule adjustments aren't necessary.

Example 2: An employee has children in the home due to a school closure. One child needs more than minimal assistance with a school assignment during the employee's tour of duty. The employee will need to request leave or adjust their work schedule for the time they were unable to work.

Monitoring Performance: Appropriate management controls and reporting procedures must be in place before employees begin remote work assignments. Teleworkers and non-teleworkers should be treated identically for the purposes of monitoring and assessing job performance by the following methods:

- Supervisory telephone calls, video calls, or e-mail messages to an employee during times the employee is scheduled to be on duty; and
- Use of performance management systems, including regular workload/accomplishments reports for teleworking and non-teleworking employees, to determine reasonableness of work output for time spent, project schedules, key milestones, and quality of the work performed.
- Routine performance monitoring will not include use of video or audio recording of employee activities at their work stations, keystroke counting, or monitoring of "availability" status on Teams.

### **Section 13. EMERGENCIES: DISMISSALS/CLOSURES**

Closures: In the event of an agency worksite closure, remote workers are required to telework if able to do so. Employees required to work during their regular tour of duty on a day when federal offices are closed to the public (or during delayed arrivals or early dismissals) are not entitled to overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours.

Late Arrivals/Early Dismissals at the Agency Worksite: When the agency announces early closure or late arrival of the agency worksite, remote workers are required to telework their regularly scheduled non-overtime hours. Early release for the holidays has to be granted to remote workers to the same extent as granted to employees working at the agency worksite.

Other Emergencies or Disruptions to the Agency Worksite: In the event of a disruption to normal office operations (e.g., national or local emergency, emergency event involving inclement weather, or any situation that may result in a disruption to normal office operations), remote workers will continue to work their normal hours unless directed otherwise by the supervisor or management, or the employees are unable to do so due to the emergency (e.g., a hurricane knocks out electricity at the remote workers RWL). Remote workers prevented from working due to an emergency may be granted safety and weather leave or administrative leave based on the circumstances of the emergency (e.g., loss of electricity, employee must evacuate, infrastructure or connectivity and child or elder care issues).

### **Section 14. MODIFICATION AND TERMINATION OF THE REMOTE WORK AGREEMENT**

By the Employee

- I. Employees may request to modify or adjust Remote Work arrangements.
- II. Employees may withdraw an application for Remote Work or terminate an approved Remote Work Agreement without prejudice at any time and return to the Official Agency Worksite. To ensure clarity, the employee must notify the supervisor in writing and identify the expected date of change and the supervisor should confirm receipt of the notice in writing.
- III. If an employee terminates a Remote Work agreement, the employee is responsible for all costs associated with returning to the commuting area of the Official Agency Worksite.

By the Agency

- I. Remote Work arrangements may be modified, adjusted, or terminated by management in the following circumstances:
  - a. The employee no longer meets the eligibility criteria;
  - b. the employee fails to comply with this Article or the employee's Remote Work agreement;
  - c. As otherwise required by law.

Remote work is a voluntary program and not an employee entitlement. The operational needs of the agency are paramount. Employees who are remote workers do not have an automatic right to continue remote working. Remote work agreements may be modified, adjusted or terminated by management based upon an employee's failure to adhere to remote work requirements or based upon any other consideration affecting employee eligibility. Remote work agreements may also be modified, adjusted or terminated at any time when requested by the employee and approved by the appropriate management official. Management has the right at any time to end an employee's use of remote work, if the employee fails to comply with the terms of the employee's remote work agreement, or if the remote work arrangement no longer meets mission needs. Participation in remote work will be terminated if the employee no longer meets the eligibility criteria. Before removing an employee from remote work involuntarily, supervisors should consult their servicing labor and employee relations office for guidance.

For remote workers within the LCA, supervisors shall provide sufficient notice (typically one full pay period, when feasible) before modifying or terminating a remote work agreement to allow the affected employee to make necessary arrangements. After a notice of termination, the employee will typically have a minimum of 10 additional calendar days to report to the agency worksite. For remote workers outside the LCA, the supervisor shall typically provide a minimum of 30 calendar days' notice and the employee will typically have a minimum of 45 calendar days to report to the agency worksite. Also, locality pay may change. The servicing labor and employee relations office will notify the president of any applicable union of the name of the employee and the reason(s) for termination. Consent or acknowledgement via signature by the affected employee is not required for the termination of remote work to take effect. An employee whose remote work agreement was terminated may re-apply for remote work.

When any significant aspect of an employee's work changes (e.g., position, work assigned, RWL), the supervisor will reassess the portability and suitability of employee's work for continued remote work approval in accordance with this policy.

Generally, an employee may withdraw an application for remote work, or terminate an approved remote work agreement, at any time without prejudice and report to the agency worksite. The employee must notify the supervisor or manager in writing, and the supervisor or manager shall acknowledge the employee's notice in writing, to prevent misunderstandings about work location. If an employee ceases to remote work, the employee will be assigned to an office space similar or equivalent to other similarly situated employees at the agency worksite.

### **Section 15. DETO**

General Provisions: A DETO (Domestic Employee Teleworking Overseas) is a type of remote work arrangement allowing an agency employee to telework from an overseas location on a temporary basis. The agency may not approve permanent DETO arrangements (i.e., overseas remote work without a not-to-exceed date). The employee's overseas residence will generally be the RWL. The employee is expected to return to the agency worksite when the DETO arrangement ends. These types of arrangements are rare and additional criteria beyond normal remote work requirements must be met. Also, the arrangement must be cleared through the State Department. The Chief of Mission, State Department, has authority over Executive branch employees working overseas.

A DETO is not an entitlement. The program or regional office requesting a DETO may not take any personnel actions violating merit system principles in order to provide an advantage to an employee requesting a DETO (e.g., reassigning an employee into a position with more promotion potential because the duties of the successor position are fully portable). Every required form, approval and clearance required by EPA and the State Department must be completed before a DETO arrangement can begin.

General Criteria: A program or regional office may consider requesting a DETO arrangement when an EPA employee's spouse or domestic partner is required to temporarily report to an overseas location by order of the U.S. government (civil service or military). This is known as a "sponsored" DETO arrangement. Other types of DETO arrangements known as "independent" arrangements (i.e., an employee is not on government orders of a spouse or domestic partner) may not be approved.

**Eligibility:** A DETO may be approved for non-probationary/non-trial period, permanent full-time or part-time agency employees who have worked at EPA for at least one year. The employee's work must be fully portable and meet the remote work criteria in this policy.

The following positions are not eligible for DETO arrangements:

- Supervisory;
- Managerial;
- Senior Executive Service;
- Senior Level (SL) or Scientific/Professional (ST);
- Requires access to or handling of classified materials;
- Positions ineligible for telework as noted in this policy; and
- If the duties of the position require reporting on or playing a substantive role in the policy or administrative issues pertaining to the country the RWL will be located in.

Authorizing a DETO: The program or regional office is responsible for securing all necessary approvals within EPA and the State Department.

1. The employee must request a DETO arrangement with their supervisor or manager. If the supervisor or manager concurs, the employee must complete a telework agreement for the DETO arrangement.
2. DETO arrangements can be costly, and the approving region or program is responsible for these costs. The supervisor or manager of the employee requesting a DETO arrangement should consult the Office of International and Tribal Affairs as soon as practicable in the DETO process to better understand State Department procedures and potential costs.
3. The supervisor or manager must develop a justification including the following information:
  - a. The reason for the DETO.
  - b. How the DETO arrangement meets the general remote work and DETO criteria in this policy (including outside the LCA criteria).
  - c. Cost considerations for travel, recall, U.S. Embassy fees, etc.
  - d. How the supervisor or manager plans to effectively monitor the employee while the employee is overseas and in a different time zone.
  - e. The benefit to the agency for allowing a DETO arrangement.
  - f. Supporting documentation (i.e., orders from the federal organization related to the spouse/domestic partner's move overseas).
4. The DETO agreement and justification must be approved by the employee's DAA or DRA (or designee) and the AA of OMS.
  - a. The AA of OMS will consult the Administrator's Office, if necessary, and the Chief Information Officer about information security concerns related to the DETO.



5. Once the EPA remote work agreement has been approved, the program or regional office must secure clearance through the State Department. The supervisor or manager will work with OITA to complete this process.
  - a. For overseas arrangements less than one year, approval must be obtained through the e-Country Clearance process (<https://myservices.servicenowservices.com/ecc>).
  - b. For overseas arrangements longer than a year (including extensions of arrangements previously approved through Country Clearance), the National Security Decision Directive 38 process must be followed (<https://nsdd38.state.gov/>).
6. The employee must also meet any overseas training requirements and have proper documentation such as passports, visas, and a work permit to perform work for the federal government overseas.
7. Once approvals from EPA and the State Department have been obtained, the documentation verifying approval and a SF-52 should be sent to the RCD to change the employee's duty station when they arrive overseas. RCD will not effect any change in duty station without a complete approval package.
  - a. The employee is responsible for notifying the supervisor of arrival at the overseas location so the personnel action can be effected timely.
  - b. The employee must complete the telework safety checklist for their overseas RWL and return it to their supervisor or local telework coordinator within two pay periods of the employee starting the DETO.

Conditions of a DETO: The employee is treated like a domestic employee in regard to position duties and responsibilities related to work assignments, time and attendance and performance. The employee is expected to attend meetings, communicate with management and customers, and otherwise fulfill the duties of their position. The employee may not perform work at any other location than the approved RWL(s) in the telework agreement.

Pay and Leave:

- The base rate for the General Schedule (GS) pay scale will be used, locality pay is not applicable.
- EPA's standard policies and guidance regarding time and attendance apply. Employees must regularly communicate with their supervisor or timekeeper each pay period to ensure time and attendance is accurate.
- Overtime must be ordered and approved in writing and in advance.
- Employees are subject to the overtime and premium pay entitlements applicable to their positions (i.e., based on the position's designation as Fair Labor Standards Act exempt or non-

exempt).

- Employees are only entitled to U.S. holidays and are expected to work during regular duty hours or use other paid leave (annual leave, credit hours, etc.) for local holidays of the overseas location. They are not entitled to premium pay or compensatory time when working on a local holiday.
- Employees are required to work during regular duty hours (or use other paid leave) if the domestic agency worksite has a closure (e.g., emergency, weather, etc.).
- Employees may be eligible for workers' compensation benefits for disability or death resulting from injury sustained in the performance of duty when qualifying criteria are met under the Federal Employees' Compensation Act.

#### Training and Travel:

- Employees traveling on official business away from the duty station reflected on their SF-50 as part of the DETO position's duties are eligible for temporary duty travel. TDY travel should be minimized, and alternate technology used instead, to the extent practicable. Travel expenses (e.g., per diem) must be documented in an official travel authorization.
- Distance learning options generally should be used as the first option to meet training needs.

#### Termination of a DETO:

- The duration of a DETO arrangement may not exceed the initial overseas assignment duration of the spouse or domestic partner's orders.
- Additional time may be requested by presenting an amended telework agreement (same approval requirements as the original) and seeking permission from the State Department through the NSDD 38 approval process.
- The supervisor may cancel or amend the DETO by providing written justification based on the needs of the office, misconduct or unacceptable performance at any time with prior notification of at least two pay periods.
- The employee may cancel the telework agreement at any time with prior notification of at least two pay periods.
- An employee may request an adjustment of the DETO agreement by providing a written justification to the supervisor or manager for consideration and approval.
- Nothing in this policy impacts the State Department's authority to determine who may telework overseas.
- Upon termination of a DETO arrangement, the employee is generally expected to return to the domestic agency worksite. However, options to accommodate the employee's circumstances may be considered (e.g., extended leave, including leave without pay or resignation). The

supervisor or manager should consult their regional human resources officer or program management officer for guidance on next steps.

- The supervisor or manager is responsible for submitting a SF-52 to RCD to change the employee's duty station once a DETO arrangement ends.

## **Section 16. REPORTING**

As OPM and other federal organizations seek telework (including remote work) reports, the agency's TMO and agency telework coordinator will serve as the primary liaisons between EPA, OPM and other federal organizations. EPA's telework coordinator will serve as the agency's central coordinating point and will work with telework coordinators across the agency to prepare comprehensive telework information.

## **Section 17. FACILITIES AND EQUIPMENT**

Remote Work Location Office Space: Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, employees should have adequate internet speed and be able to easily access the intranet, agency systems, communicate by telephone, email and established collaboration tools (currently Microsoft O365 suite) with the supervisor, coworkers and serviced clients when working from their RWL. In addition, employees are responsible for verifying and ensuring their work areas comply with health and safety requirements (see the "Employee Self-Certification Safety Checklist"). Home work areas must be clean and free of obstructions, in compliance with all building codes, and free of hazardous materials. An employee's request to remote work may be disapproved or rescinded based on safety problems or the presence of hazardous materials. In rare instances, a designated safety official may inspect the RWL for compliance with health and safety requirements when deemed necessary.

Agency Worksite Space Sharing: The organizational unit where an employee is assigned, may implement space-saving initiatives in regard to employees who have approved remote work agreements. Such space-saving options may include shared workstations, smaller workstations or unassigned touchdown/hoteling situations. If management seeks to implement any such space-saving initiatives, they will notify the unions and bargain to the extent required by CBAs, local agreements, applicable law, rule and regulation.

Government-Furnished Equipment: The agency may provide GFE to its remote work employees equivalent to that provided to employees at the agency worksite. Supervisors may authorize purchase and distribution of additional GFE items (such as monitors, printers, etc.) as needed.

Employees who have an agency-issued laptop or mobile phone assigned to them shall take reasonable safeguards against theft and damage. All agency-issued equipment and supplies remain the property of the agency and the EPA remains responsible for service and maintenance of the equipment. The EPA is also under no obligation to service or maintain equipment belonging to the employee, even if the employee uses it for agency work.

If an employee furnishes their own equipment/workstation at the RWL, the government will not reimburse the employee for the purchasing costs of the equipment/workstation. In addition, the employee is responsible for the maintenance, repair and replacement of privately owned equipment. The agency will not reimburse the employee for such costs, including broadband.

The EPA may not reimburse employees for the utility costs (e.g., heating, air conditioning, lighting and the operation of government-furnished computers) for RWLs. Utility costs include the monthly service charges for telephone or specific telephone charges. Employees should use agency meeting and conferencing tools, communication options like EC-500, or government-issued mobile phones or calling cards to conduct official government business with customers and contacts in other locations. The agency may reimburse employees for miscellaneous office supplies. Employees requiring pens, paper, paper clips, notebooks, etc., may use the supplies provided by the agency.

For employees that work at an RWL outside of the LCA, the Agency is responsible for service and maintenance of Agency equipment. In cases where Agency equipment is in need of repair and upgrade, the Agency will make all reasonable efforts to initiate repairs and upgrades remotely. However, should in-person assistance be required, managers and employees will work together to make arrangements to ensure that repairs and upgrades can be made expeditiously; this may include providing temporary equipment and enabling shipping of inoperable and repaired equipment. In consultation with the employee, supervisors will make determinations over questions such as the employee's duty status, appropriate work assignments and potential temporary equipment during the interim period between when repairs and upgrades are required and when they are completed.

Note: Consistent with the agency's Records Management Policy, official agency business should first and foremost be done on official EPA information systems. The Federal Records Act prohibits the creation or sending of a federal record using a non-EPA electronic messaging account unless the individual creating or sending the record either: (1) copies their EPA email account at the time of initial creation or transmission of the record, or (2) forwards a complete copy of the record to their EPA email account within 20 days of the original creation or transmission of the record.

## **Section 18. INFORMATION SECURITY**

The EPA CIO issues and maintains information security directives for protecting EPA information and information systems to include when users are working remotely and accessing systems remotely. These directives outline the responsibilities of each program office, region or other organization, and users in protecting EPA systems and information. Other pertinent supporting information security directives may be issued by users' program office, region or other organization.

Users agree their responsibilities, described in the agency's information security directives, apply while on telework status. Remote workers must minimize security risks to all agency information and systems.

The RWL workplace and workstation and other devices used with agency information must be configured to ensure all agency information in any form or format is properly protected at all times and in accordance with all agency directives.

## **Section 19. RECORDS MANAGEMENT**

When working at an RWL, agency employees must continue to comply with the agency's records management policy and any other applicable policies related to using, creating, maintaining and disposing of records. Employees shall also comply with the Federal Records Act, Freedom of Information Act, the terms of any litigation hold, discovery in litigation and any requests for records by the Office of the Inspector General. Employees should also be aware that Agency work maintained on an employee's personal computer may be subject to litigation discovery or the Freedom of Information Act even if it is not considered a record under the Federal Records Act. Remote workers should refrain from saving any EPA information to their personal equipment.

Any record removed from the agency worksite for telework assignments remains the property of the agency and any information generated from telework assignments is the property of the agency. Employees are responsible for maintaining the integrity of their records and for producing records on demand.

Disposal of Telework Program Records: EPA Records Schedule 0039, Alternate Worksite Records, authorizes the disposal of records related to requests or applications to participate in an alternate worksite program (i.e., telework). This includes agreements between the agency and an employee, records relating to the safety of the worksite, the installation and use of equipment, hardware and software, and the use of secure, classified information or data subject to the Privacy Act.

## **Section 20. POLICY UPDATING PROVISION**

In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and Budget, OPM, the Federal Emergency Management Agency, the National Archives and Records Administration, and the GSA. The AA for OMS may also re-delegate the authority to update the policy to the director of the Office of Human Resources. This authority also may be re-delegated further as appropriate.

## **Section 21. WAIVER**

Any request to waive the requirements of this policy must be submitted in writing to the AA/RA (or designee) for consideration by the OMS AA (or designee).

## **Section 22. MATERIALS SUPERSEDED**

- EPA Order 3110.32, Telework Policy (July 28, 2020)

## **Section 23. REFERENCES**

- The Telework Enhancement Act of 2010
- Public Law 106-346, § 359: Requires that all Executive agencies establish telework policies
- Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630: Requires that funds be set aside for Executive agency employees to use telework centers
- 5 U.S.C. 65: Telework
- 5 CFR 351.203: Definitions
- 5 CFR Part 530: Pay Rates and Systems (General)
- 5 CFR Part 531: Pay Under the General Schedule
- 5 CFR Part 550: Pay Administration
- 5 U.S.C. Section 5305(i): Special Pay Authority-New Official Duty Station
- 5 U.S.C. 5702: Per diem; employees traveling on official business
- EPA Delegation 1-17 A (September 13, 2011) *Domestic Travel*.
- EPA HR Bulletin number 08-006B (September 30, 2008) *Time Reporting Codes (TRCs) for Certifying Time and Attendance for Employees in EPA's Flexiplace (Telework) Program*
- *Guide to Telework in the Federal Government* (April 2011), OPM
- *Governmentwide Dismissal and Closure Procedures* (November 2018), OPM

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- *Requirements for Executive Branch Employees Teleworking in Foreign Locations* (June 2016), U.S. State Department
- *Additional Guidance on Post-Reentry Personnel Policies and Work Environment* (July 23, 2021), OPM
- *2021 Guide to Telework and Remote Work in the Federal Government* (November 2021), OPM

### **Section 24. APPENDICES**

- Remote Work Agreement
- Safety Checklist

**ARTICLE 14**  
**HAZARDOUS DUTY PAY**

Hazardous Duty Pay will be in accordance with Title 5 Code of Federal Regulations Chapter 550, Subpart I. Appendix A to Subpart I of Part 550 sets forth the schedule of pay differentials authorized for hazardous duty.



**ARTICLE 15  
HOLIDAYS**

**Section 1.**

Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order that cover bargaining unit employees.

**Section 2.**

When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will be observed on the following Monday.

**Section 3.**

When an employee's scheduled day off, under a compressed schedule, falls on a holiday, the employee is entitled to an in-lieu-of holiday in accordance with the designations in the following table:

<b>Holiday and Scheduled Day off</b>	<b>In-Lieu-of-Holiday</b>
Friday	Preceding Workday
Monday	Preceding Friday

**ARTICLE 16  
ANNUAL LEAVE**

**Section 1.**

The employee will earn and be granted annual leave in accordance with applicable regulations.

**Section 2.**

No employee will be required to give an explanation for what purpose annual leave is requested unless they are requesting emergency leave.

**Section 3.**

An employee whose personal religious beliefs require abstention from work during limited periods of time will be granted annual leave upon request for such periods, unless the presence of the employee is necessary for operation of the workplace. Under these circumstances, with the Employer's approval and in lieu of annual leave, the employee may earn and use compensatory time by working additional time in accordance with OPM regulations.

**Section 4.**

Consistent with workload and staffing requirements and when the request is submitted with sufficient advance notice, the Employer agrees that an employee's request for annual leave generally will be granted. Approval of request for annual leave for unforeseen emergency reasons may be granted, as circumstances warrant. An employee unable to report for duty because of a personal emergency can request annual leave by notifying the supervisor or designee.

**Section 5.**

Every effort will be made by the employee to schedule leave in a manner consistent with good practices that would preclude forfeiture of annual leave. When sickness, workload or other situations cause the Unit employee to lose approved annual leave, it will be subject to regulations for restoration of annual leave. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of leave.

**Section 6.**

Approval of leave is not to be presumed. It is the responsibility of the employee to ascertain that the request for leave has been approved. The Employer will act on the request for leave as soon as practicable following submittal and inform the employee of the decision. The employee can obtain a copy of the approved/disapproved Request for Leave from the automated timekeeping system.

**Section 7.**

The Employer will make every reasonable effort to avoid calling an employee back from leave.

**Section 8.**

The Agency shall only call an employee back from leave when the Agency determines that it is necessary for the employee to perform a specific time sensitive work duty.

**ARTICLE 17  
SICK LEAVE**

**Section 1. Accrual of Sick Leave**

Employees will accrue sick leave in accordance with applicable Laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

**Section 2. Requesting Sick Leave**

Earned sick leave will be granted to employees when they are incapacitated and unable to perform their duties provided that employees are not reporting for work due to circumstances described in applicable laws and regulations. In requesting sick leave, employees must furnish notice to the supervisor or the supervisor's designee as soon as possible prior to the start of the employee's shift, but no later than 1 hour before the start of the employee's shift, unless emergency conditions preclude such notification.

**Section 3. Granting of Sick Leave**

Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examination or treatment. Request for sick leave for medical, dental, or optical examination or treatment will be submitted for approval in advance of the appointment, unless precluded by emergency conditions.

**Section 4. Evidence to Support Sick Leave**

- A. Ordinarily, employees will not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave. Exceptions to the above are as follows:
- B. In cases of sick leave abuse. Abuse of sick leave is not necessarily related to the frequency of sick leave. In cases where sick leave abuse is suspected, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement will be reviewed by the Employer at the end of six months to determine if it should be eliminated. The employee will be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee will be informed orally and confirmed in writing of this decision by the Employer;

- C. To ensure an employee is capable of returning to duty after a long period of incapacitation; and
- D. When there is reasonable grounds to question the validity of a sick leave request, administratively acceptable evidence in addition to the employee's certification may be requested (i.e. when annual leave has been requested and denied, and the employee calls in sick).
- E. Medical Certificate

(1) Medical Certificate - As defined by 5 CFR 630.201(b), a "Medical certificate means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment."

(2) When a Medical Certificate Is Required.

- a. The supervisor may require a medical certificate for any absence in excess of three workdays.
- b. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 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 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 5. Voluntary Leave Transfer Program**

An employee may participate in the Voluntary Leave Transfer Program (VLTP) to care for a family member or for a personal medical emergency pursuant to 5 CFR 630.901. While on a temporary VLTP, an employee may accrue up to a maximum of 40 hours annual leave and sick leave. Such leave will only become available after the medical emergency terminates or the employee terminates participation in the leave transfer program.

**Section 6. Bone Marrow or Organ Donation**

In accordance with 5 U.S.C. Section 6327, an employee may use up to seven days of paid leave every calendar year to serve as a bone-marrow donor. An employee may also use up to 30 days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Except in emergency cases, such absences must be requested by the employee and approved in advance of the absence. The request must state the nature of the donation and the amount of time requested. Official documentation from the medical center/provider must be submitted along with the request.

**ARTICLE 18  
FAMILY AND MEDICAL LEAVE**

**Section 1.**

In accordance with the Family and Medical Leave Act (FMLA) of 1993, 5 CFR 630 Subpart L, an employee (who has completed 12 months of service) shall be entitled to a total of 12 administrative workweeks (480 hours) of unpaid leave during any 12-month period for one or more of the following reasons:

- A. The birth of a son or daughter of the employee and the care of such son or daughter;
- B. The placement of a son or daughter with the employee for adoption or foster care;
- C. The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- D. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.
- E. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

**Section 2.**

An employee may elect to substitute paid leave pursuant to 5 CFR 630.1206 for leave without pay but cannot be required to do so.

**Section 3.**

Employees must invoke their right to leave under the FMLA as soon as possible when any of the above situations occur. Pursuant to 5 CFR 630.1207, when the need for leave is foreseeable, leave requests should be provided not less than 30 days prior to the date leave is to begin. Employees must invoke their request for FMLA leave in writing to their supervisor.

**Section 4.**

Pursuant to 5 CFR 630.1208, the employer may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. The

Employer may also require periodic status reports on the employee's ability or intention to return to duty.

**Section 5.**

Job benefits and protection under FMLA include the following:

- A. For the duration of FMLA, the Employer shall continue paying the employee's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his share upon return to pay and duty status.
- B. Upon return from FMLA leave, employee(s) shall be restored to their original positions or equivalent positions with the same pay, benefits, and other employment terms.
- C. The use of FMLA leave shall not result in the loss of any employment benefits, which accrued prior to the start of an employee's leave.



**ARTICLE 19  
EMPLOYEE PERFORMANCE**

**Section 1. Overview**

The Agency shall administer the performance management program in accordance with 5 U.S.C. Chapter 43 and 5 CFR Part 430. The Agency shall not prescribe a distribution of levels of ratings for employees covered by this collective bargaining agreement (CBA). Each employee's performance shall be judged solely against the employee's performance standards.

**Section 2. Definitions**

Terms used in this article that relate to the performance management system, such as "appraisal," "critical element" or "performance rating" shall have the same meaning as in 5 CFR Part 430.

**Section 3. Critical Elements and Performance Standards**

- A. Critical Element. Per 5 CFR 430.203: "Critical element means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable."
- B. Performance Levels. The Agency shall comply with 5 CFR Part 430 when making its decision as to the number of levels of performance for each critical element and when determining whether a rating level shall have a written performance standard.
- C. Performance Standards. Application of all performance standards shall be fair, equitable and consistent with 5 CFR Part 430.

**Section 4. Communications**

- A. Discussing the Performance Plan. Within the first 30 calendar days of every rating period or within 30 calendar days of employment or reassignment, the supervisor shall discuss the performance plan with each employee. The supervisor shall present the employee a copy of the draft performance plan, which contains the critical elements and performance standards.
- B. Delivering the Performance Plan. As required by 5 CFR 430.206(b)(1): "Agencies should encourage employee participation in establishing performance plans." However, the employee does not need to agree with the final plan. The supervisor shall give the employee a copy of the

final performance plan and ask the employee to sign and date to acknowledge receipt. If the employee refuses to sign and date, the supervisor shall note the employee's refusal on the performance plan and state the date the employee received the plan.

- C. Changes to a Performance Plan. During the rating period, the supervisor shall discuss with the employee any changes in the employee's critical elements or performance standards and annotate them in the performance plan.
  
- D. Performance Discussions.
  - (1) A mid-year discussion, a closeout of current appraisal period and an establishment of standards for the new appraisal period discussion must take place each appraisal period.
  - (2) Performance discussions should occur throughout the performance appraisal period. Discussions may be initiated by the supervisor or employee and may be held one-on-one or in a work group. Employees are encouraged to seek feedback from their supervisor about their performance throughout the performance appraisal period.
  - (3) Performance discussions between the supervisor and the employee shall be aimed at improving the work process or product and developing the employee. As appropriate, the discussion shall provide the opportunity to assess accomplishments and resolve problems.
  
- E. Sources of Appraisal Input.
  - (1) The written performance standards and sources of appraisal input will be applied in a fair and understandable manner for determining the rating of each assigned element. The supervisor will ensure that feedback (input) used in the appraisal process is related to the employee's assigned elements and standards. The feedback will be factual and relevant.
  - (2) If the feedback information may adversely affect the employee's rating, the employee will be notified in order to facilitate his/her ability to respond to and correct inaccurate information. The sources of such information will be annotated in the performance plan. Supervisors will not knowingly withhold pertinent information necessary to the appraisal for the employee's job performance.

**Section 5. Procedures**

- A. Appointment/Reassignment. Within 30 days of appointment or reassignment, the employee shall be issued a new performance plan.
- B. New Supervisor. Within 30 days of a change in supervisor; the new supervisor shall conduct an expectation discussion and review the current performance plan.
- C. Annual Rating. Employees shall receive an annual performance rating for the performance appraisal period. Performance ratings are issued in writing to the employees within 30 days following the end of the rating period.
- D. Minimum Time. Employees must be working under a performance plan for a minimum of 90 days before a rating can be given.

**Section 6. Addressing Unacceptable Performance**

- A. Performance Feedback. Documented communication of a significant performance-related problem with an employee will occur as soon as possible and definitely in advance of issuance of a PIP. The supervisor will meet with the employee to advise him/her of the problem and to work collaboratively to identify ways to correct the issue.
- B. Content of PIP. The PIP must inform the employee that unless their performance in the specified critical elements improves and is sustained at an acceptable level of performance, the employee may be demoted or removed from employment.
- C. Duration of PIP. The PIP shall afford the employee a minimum of 90 calendar days to demonstrate acceptable performance under the critical elements at issue, commensurate with the duties and responsibilities of the employee's position.
- D. Assistance During the PIP. During the PIP period, the supervisor shall offer assistance to the employee to improve the employee's unacceptable performance and to provide a PIP formal opportunity period of no less than 90 days.
- E. Ratings. A supervisor can issue an unacceptable rating prior to issuing a PIP when a rating is required to be issued under the employee's performance plan; however, no performance-based action under 5 CFR Part 432 shall be proposed until the completion of the PIP.

- F. Termination of a PIP. Once the PIP has expired or the supervisor determines that assistance is no longer needed, the supervisor shall provide the employee with a written notice of this determination.

**ARTICLE 20  
AWARDS**

**Section 1. Introduction**

The EPA Recognition Program reflects the Agency's commitment to promote continuous improvement in organizational performance. It is recognized that the use of both monetary and non-monetary awards has a significant effect on employee morale, motivation, and performance. The EPA Recognition Program is an incentive program that provides recognition based on employee contributions to the efficiency, economy, or other improvement of Agency operations, or for noteworthy achievements in the public interest.

**Section 2.**

In administration of all matters covered by this Article, except as modified by this Article, Agency officials, the Union, and employees shall be governed by 5 U.S.C. Chapter 45, 5 CFR Parts 451 and 531, and 3130 Recognition Policy and Procedures Manual.

**Section 3. Additional Provisions**

Recognition will be granted in accordance with the Recognition Policy and Procedures Manual with the following GEMMD specific provisions:

A. GEMMD Awards Board Membership and Operation.

- (1) The GEMMD Awards Board shall consist of 10 members: two employees from each branch (The POS Branch and Office of the Director is considered one unit), a management designee and a Union designee. Membership should reflect senior-level, mid-level, and entry-level employees. All board members have voting privileges. Board decisions will be made by a majority secret vote with all recommendations then being forwarded to the Division Director. Original and replacement Awards Board members, with the exception of the Union and management designees, shall be elected by organizational units for approval by the Division Director. Union and management designees shall be named yearly by the Union President and Division Director, respectively.
- (2) The Board will meet no less than quarterly, with one-third of the membership

rotating annually on January 1 of each year, maintaining one incumbent member from each Branch. No member shall serve more than three consecutive years. Moreover, there must be a separation of no less than one year between appointments for any employee. The Chair shall be determined annually by the Board membership. Neither the Union nor management designee shall serve as Chair. The Chair will be elected six months out of phase from the regular annual Board membership rotation. The Board may request a replacement member for any member who resigns or consistently does not attend scheduled meetings.

(3) Board meetings will consist of members only, no alternates are permitted. All meetings will be held when scheduled regardless of whether all members, including the Union and/or Management designee(s), can attend as long as a majority of six voting members are present. All meeting proceedings shall be closed and confidential. The Board will maintain strict confidentiality regarding the nominator, award nominations, award nominees, the reason(s) for the nomination, and Board deliberations and discussions. Board members who have acted as nominators, or are nominees themselves, must recuse themselves from all Board processes related to the award(s) involved. If a Board member is the supervisor of a nominee, they must either recuse himself/herself from all Board processes related to the nomination OR pass formal approval to the Approving Official at the next higher level.

B. Authority. The Board shall function as an advisory and recommending body. The board shall forward their recommendations to the appropriate Management Official for approval/disapproval.

C. Supervisor Nominated Awards. Award nominations for single, non- repetitive acts of less than 30 days duration are subject to Board review. Award nominations for performance exceeding 30 days duration, On-the-Spot awards and Time-Off awards are not subject to review by the Board. At the supervisor's discretion, however, the Board will review and/or provide input. Normally, the supervisor will send nominations directly to the GEMMD Human Resources Specialist who will prepare the appropriate form and forward it to the Human Resources Management Division/RTP for processing. The GEMMD Human Resources Specialist will send a courtesy copy of the award to the Board Chairperson.

- D. Peer Nominated Awards. Peer nominations for non-monetary awards and for monetary awards can be submitted either to the nominee's supervisor or to the Board Chairperson. If the nomination is approved by the supervisor, Board review is not required. If the supervisor does not approve of the nomination, they will provide a response to the nominator and send a copy of the disapproved nomination to the GEMMD Human Resources Specialist.

For all peer nominations submitted directly to the Board, the Board will perform the following functions:

- (1) The chairperson will receive nominations and perform an initial screening to determine if the activity is adequately described for the proposed award, and if not, work with the nominator and/or the supervisor to strengthen the award justification when necessary.
- (2) Solicit comment from the nominee's supervisor.
- (3) Determine the type of award and the amount for recommendation (in accordance with EPA 3130 Recognition Policy and Procedures Manual).

After Board review of the nomination, the Board will provide nominations and written recommendations to the GEMMD Human Resources Specialist. The GEMMD Human Resources Specialist will forward copies of the nomination and all accompanying documentation to the appropriate supervisor for action. Following action by the supervisor, the Human Resources Specialist will notify the nominator and the Awards Board chairperson of the outcome of the nomination.

- E. Awards Equality. The GEMMD Awards Board shall ensure that all recommendations are made without discrimination on the basis of race, color, religion, national origin, sex, political affiliation, marital status, physical or mental handicap, age, sexual orientation, or membership or non-membership in labor or professional organizations. In addition, the Board should ensure that their recommended awards comply with applicable rules, regulations, and Agency policy when making recommendations to management.

- F. Awards Budget. All awards are to be made in context of budget considerations. At a

minimum, the Board will be provided information regarding total funds available for awards before each quarterly meeting.

- G. Award Presentations. The Division Director should present awards at regularly scheduled all-hands meeting or at an annual GEMMD Awards Ceremony.
  
- H. Awards Information. Employee awards, including the names of award recipients, type and reason for the awards they receive, and recognition summaries of the awards will be made public quarterly in the Division's newsletter. The total amount of funds awarded to each branch will be reported to all employees of GEMMD, annually.



**ARTICLE 21  
DISCIPLINARY ACTIONS**

**Section 1.**

Disciplinary actions are defined as letters of reprimand and suspensions without pay of 14 days or less.

**Section 2.**

Disciplinary actions taken against Unit employees shall be for just and sufficient cause and will be taken in keeping with applicable rules, regulations, and instructions. All disciplinary actions must be supported by a preponderance of evidence.

**Section 3.**

It is the Employer's policy to impose penalties consistent with the severity of the offense and U.S. EPA guidelines for disciplinary actions.

**Section 4.**

In the event of a written proposed disciplinary action, the employee will be advised of his/her right to representation. Employees against whom formal disciplinary action is taken will be informed of their right to grieve through the negotiated grievance procedure.

**Section 5. Letter of Reprimand**

A letter of reprimand will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of his/her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of up to two years.

**Section 6.**

A notice of proposed disciplinary action will contain the employee's rights. The employee will be provided upon request a copy of the evidence that supports the charges. The employee will be granted a reasonable amount of official time to prepare an answer to any proposal.

**Section 7.**

Suspension of 14 days or less: In addition to Section 6 above, an employee is entitled to:

- A. At least 15 days advanced written notice stating the specific reasons for the proposed suspension;
- B. A reasonable time, not less than seven days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- C. Be represented by a NAIL representative, an attorney or other representative;
- D. A written decision and the specific reasons therefore, at the earliest practicable date; and
- E. Grieve the decision, if adverse and once effected, through the negotiated grievance procedure contained in Article 23. The written decision will advise the employee of this right.

**ARTICLE 22  
ADVERSE ACTIONS**

**Section 1.**

As defined in 5 U.S.C. 7512, adverse actions are removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less.

**Section 2.**

Employees, against whom adverse actions are taken, will be informed of their right to appeal such actions in keeping with the appellate provisions of 5 U.S.C. 7701.

**Section 3.**

For removal, suspension for more than 14 days, furlough without pay for 30 days or less, or reduction in pay or grade, an employee is entitled to:

- A. At least 30 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 reason for the proposed action;
- B. A reasonable time, not less than 14 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer, except where the crime provision has been invoked;
- C. Be represented by a Union representative, an attorney or other representative;
- D. A written decision and the specific reasons, therefore, at the earliest practicable date; and
- E. The decision letter will inform the employee of his/her right to appeal the action to the Merit Systems Protection Board.

**Section 4.**

A duplicate of the notice of proposed action and/or decision will be furnished to the employee.

**ARTICLE 23  
GRIEVANCE PROCEDURE**

**Section 1.**

Except for matters excluded in this Article, a grievance is defined as a complaint: (1) by any unit employee concerning any matter relating to the employment of the employee; (2) by the Union concerning any matter relating to employment of unit employees; (3) by any unit employee, the Union or the Employer concerning (a) the effect or interpretation, or a claim of breach of this Agreement, or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. The parties agree to approach grievances as a resolution process and will not withhold issues or evidence during the grievance process.

**Section 2.**

The expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances. The Union will ensure that, when representing employees of the unit, no complaint or grievance will be taken or pursued without first having been brought to the attention of the Employer for coordination and possible resolution. Grievances and complaints should be resolved in an orderly, prompt and fair manner that will maintain the self-respect of the employee and managers and be consistent with the principles of good management and public interest.

**Section 3.**

Unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union will have the right to have its representative present at the meetings concerning the grievance. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

**Section 4.**

The following matters are excluded from coverage of the Grievance Procedure:

- A. Any claimed violation relating to prohibited political activities.

- B. Retirement, life insurance, health insurance, or matters under the auspices of the Office of Worker's Compensation Programs and the U.S. Department of Labor.
- C. A suspension or removal for National Security reasons.
- D. Any examination, certification or appointment.
- E. The classification of any position which does not result in the reduction in grade or pay of an employee.
- F. Matters appealable to the Merit System Protection Board (MSPB) and Office of Special Counsel.
- G. Equal Employment Opportunity (EEO) complaints.
- H. Non-selection for promotion from a group of properly ranked and certified candidates.
- I. Allegations of mismanagement.
- J. Termination of temporary employees, probationary employees or term, trial, or excepted-service employees except an employee so terminated may grieve for the expungement of any derogatory comments on the SF-50 or SF-52 (or successor forms) which document the termination; and
- K. The adoption or non-adoption of a suggestion except where an employee submitted a suggestion which was rejected and within one year another employee subsequently submitted the same suggestion which was adopted and an award granted.

#### **Section 5.**

Grievances may be initiated by employees, either singly or jointly, the Union or by the Employer. An employee or group of employees in the Unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

#### **Section 6.**

Grievances over disciplinary actions (suspensions of 14 days or less, etc.) will be initiated at the deciding official's level.

#### **Section 7.**

When several employees have an identical grievance, Management and the Union will call the employees affected together and request them to select one individual case for processing. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employees will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the Agreement, his refusal shall not affect his right to process his grievance individually. This procedure is not applicable to any situation where

individual difference exists or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

**Section 8.**

A reasonable amount of official time will be granted an aggrieved employee to prepare and present a grievance on the Employer's premises through this Grievance Procedure; however, no overtime will be paid to any such employee. An employee desiring official time for either of the foregoing purposes will inform his/her immediate supervisor if available, or the next higher level of line supervisor who is available, of the reason they desire to absent himself/herself from his/her designated work station and of the anticipated duration of the absence, and must obtain the supervisor's permission before absenting himself/herself from his/her work station.

**Section 9.**

The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances:

**Step 1.** A grievance must be taken up with the employee's immediate supervisor within 10 workdays after the occurrence, or becoming aware of the event or occurrence, of the matter which precipitated the grievance. An employee filing after 10 workdays of the occurrence has the burden of showing they could not have been aware of the event at the time of occurrence. The grievance will first be discussed informally by the aggrieved employee and his/her representative, if any, and the immediate supervisor involved. The aggrieved employee or his/her representative, if any, must inform the supervisor a grievance is being filed. If the matter is not settled within 10 workdays from the time of this meeting, the grievance may be moved to the next step.

**Step 2.** If no satisfactory settlement is reached in Step 1, the grievance will be reduced to writing, stating the issue(s) involved and the corrective or remedial action sought, and submitted to the Director or designee within 10 workdays after Step 1 decision. The employee will be advised of the Director's or designee's decision in writing within 10 workdays after receipt of said grievance. A meeting will be held to discuss the grievance, if requested by either party.

**Section 10.**

Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official of the Employer to comply with any applicable processing time limit will entitle the grievant to advance to the next step. Any time limits specified in this Article may be extended by mutual written agreement between the parties.

**Section 11.**

Employer grievances will be filed in writing by the Director, or designee, with the President of the Union or designee. The grievance will specify the basis for the grievance and the corrective relief sought. The President or designee will issue a written decision within 10 workdays of receipt of the grievance. A meeting will be held to discuss the grievance, if requested by either party.

**Section 12.**

Union grievances will be filed in writing with the Director or designee by the President or designee of the Union. The grievance will specify the basis for the grievance and the corrective relief sought. The Director or designee will respond within 10 workdays of receipt of the grievance. A meeting will be held to discuss the grievance, if requested by either party.

**Section 13.**

Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Union or Employer.

**Section 14.**

Grievability/Arbitrability issues must be raised in writing not later than the final step decision of the grievance procedure, except the timely invoking of arbitration. Grievability/Arbitrability issues, if unresolved, will be handled as threshold issues at arbitration.

**ARTICLE 24  
ARBITRATION**

**Section 1.**

When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Union. The request to invoke arbitration must be submitted within 10 workdays of receipt of the decision completing the negotiated grievance procedure. Only the parties to this Agreement may invoke arbitration.

**Section 2.**

Within the 10 workday limit, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven arbitrators and will deliver a copy of the request to the other party. The moving party will initially pay the FMCS fee. The FMCS fee will be paid by the losing party. In the case of a split decision, the FMCS fee will be split equally. Representatives of the parties will confer within 10 workdays of receipt of the list of arbitrators to select one to hear the grievance. One party will strike a name from the list and then the other party will strike a name. This process will be repeated until there is but one name left, that of the person who will be requested to arbitrate the matter. A flip of a coin will decide which party strikes first.

**Section 3.**

Upon mutual agreement of the parties, a transcript will be made of the hearing. A copy will be furnished to the arbitrator, and each party will be furnished a copy. Any additional copies will be paid for by the requesting party. The cost of a transcript requested by one Party for its exclusive use and not shared will be borne by the requesting party. If it is mutually agreed to request a transcript, the cost will be borne equally.

**Section 4.**

The cost of the arbitrator's fees and expenses will be paid by the losing party. In cases of a split decision, such costs will be borne equally by the parties. A decision to uphold a decision to take disciplinary action but reduce the penalty is an example of a split decision, except where the severity of the penalty is the sole issue.



**Section 5.**

Arbitration hearings will normally be held on the Employer's premises during the regularly scheduled workweek. Employees in a duty status that have a relevant role in the proceedings will be excused from duty for the time necessary to participate in the hearing without loss of pay or charge to leave.

**Section 6.**

The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure. The arbitrator will not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

**Section 7.**

The arbitrator will be requested by the parties to render his/her award as soon as possible and, if at all possible, to do so within 30 calendar days after close of the hearing.

**Section 8.**

The arbitrator's decision will be final and binding, except that either party may appeal the decision and award in accordance with Statute.

**ARTICLE 25  
POSITION DESCRIPTION AND CLASSIFICATION**

**Section 1.**

Employees may request a copy of their position description at any time.

**Section 2.**

Each employee may discuss their position description with their immediate supervisor. Grievances regarding the accuracy and adequacy of position descriptions will begin at Step 2 of the negotiated procedure.

**Section 3.**

An employee who believes his/her job/position is improperly classified (incorrect title, grade, or series) may file a classification appeal at any time. Classification decisions are not grievable. Employees desiring to file a position classification appeal should contact the Recruitment & Classification Division. If the employee is not satisfied with the classification results of the review, or if the employee prefers to appeal directly to Office of Personnel Management, they may appeal in accordance with 5 CFR Part 511.

**ARTICLE 26  
CAREER LADDER PROMOTIONS**

**Section 1.**

It is the policy of the Employer to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers.

**Section 2.**

Employees in career ladder positions will be given appropriate opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will discuss the job requirements and expectations for the employee to reach the next higher level. The supervisor will hold these discussions at each level of the employee's progression within the career ladder.

**Section 3.**

In order for an employee to receive a career ladder promotion the following criteria will be met:

- A. Available work exists at the next higher-grade level to support the promotion;
- B. The employee's performance demonstrates the ability to perform the duties of the next higher-grade level;
- C. The current rating of record is at the fully successful/effective level or above;
- D. The employee has completed the minimum waiting period in the lower-graded position (52-week period pursuant to 5 CFR § 300.604); and
- E. Pursuant to 5 CFR § 335.104, no employee may receive a career ladder promotion who has a rating below fully successful/effective on a critical element that is also critical to performance at the next higher grade of the career ladder.

**Section 4.**

If the career ladder employee has not demonstrated the ability to perform at the next higher level, the supervisor will provide constructive feedback and advise the employee of any developmental needs

and establish future promotion expectations. This will be accomplished at least 60 days prior to the employee's anniversary date. The supervisor will follow the verbal discussions with written feedback. At the employee's request, the supervisor and employee will develop an Individual Development Plan (IDP) to assist the employee in developing skills and/or expertise to advance to the next grade.

**ARTICLE 27  
TRAINING AND DEVELOPMENT**

**Section 1.**

The Employer and the Union agree that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

**Section 2.**

The parties agree to encourage employees to pursue self-improvement and training to increase efficiency and output. Where special training is required for promotion, the recipient shall be selected for the position competitively prior to the training.

**Section 3.**

The Employer will provide necessary on-the-job orientation training to assist a newly-assigned employee.

**Section 4.**

Based on availability of funds, the Employer agrees to recommend approval of enrollment of employees in job-related courses, in accordance with regulations, at the expense of the Employer. Failure to successfully complete such courses could result in that employee being required to reimburse the Government for subject course and denied future courses. Duty time will not generally be permitted to complete those courses not required by the Employer.

**Section 5.**

Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

**ARTICLE 28  
MERIT PROMOTION**

**Section 1.**

The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to GEMMD employees. The purpose and intent of the provisions contained in this Article are to ensure that merit promotion principles are applied in a consistent manner with equity to all bargaining unit employees. This Article shall be administered consistent with 5 U.S.C. Chapter 23 Merit Systems Principles. Merit Promotion activity shall adhere to all Office of Personnel Management (OPM) regulations and requirements.

**Section 2. Definitions**

- A. Best Qualified Candidates: Those eligible candidates who rank at the top of eligible and qualified applicants as evidenced by an assessment score of 90 and above, and who are referred to the selecting official on a Merit Promotion Certificate.
- B. Eligible Candidates: Those who meet the area of consideration and minimum qualification standards, and possess all appropriate selective placement factors for a position.
- C. Promotion: The change of an employee to a position at a higher grade or pay level.
- D. Selective Placement Factors: Knowledge, skills, abilities, licensures, or certifications which are absolutely required because a person cannot perform successfully in the position without such qualifications.
- E. Selecting Official: The supervisor/manager who has authority to select an employee for assignment to a position.

**Section 3.**

The Employer agrees to furnish the Union with an electronic copy of each GEMMD vacancy announcement. Vacancy announcements will be posted on the automated hiring system for minimum of five calendar days, except in the case of positions that consistently produce large applicant pools (i.e. 75 candidates or more) or that are being filled as an urgent need. These positions may be posted for less than five calendar days.

- A. Vacancy announcements will list all requirements for an employee to be eligible for consideration for the position.

- B. In order to be considered, applicants must submit a complete online application package including all required documents as specified in the job announcement by the deadline listed on the job opportunity announcement.

**Section 4.**

All candidates will be rated against applicable Office of Personnel Management (OPM) qualifications as well as the qualifications and job assessment developed by the Employer during the recruitment process.

**Section 5. Release of the Selected Employee.**

- A. For an employee who has been selected for an internal position, the Employer will normally make the effective date no later than:
  - (1) One complete pay period for promotions, following the selectee clearing all requirements for the new position, and;
  - (2) Two complete pay periods for reassignments, following the selectee clearing all requirements for the new position.
- B. When an employee is nearing the end of a waiting period for a within-grade increase, consideration will be given to releasing the employee at the beginning of a pay period on or after the effective date of the within-grade increase, provided such an action would benefit the employee.

**Section 6.**

It is understood that non-selection from a properly constituted referral list may not form the basis for a grievance. However, an employee may grieve if they feel that a referral list was not properly constituted. Merit promotion grievances shall be filed at Step 2 of the Negotiated Grievance Procedures. The Employer will make available for review pertinent promotion records, sanitized as necessary.

**Section 7.**

Promotions conducted outside merit promotion procedures, including promotion through accretion of

duties, will be conducted in accordance with appropriate laws and regulations.

**Section 8.**

When an employee has a question or concern about the merit promotion process, the employee may discuss it with an appropriate human resources representative.



**ARTICLE 29  
EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.**

The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race; color; religion; sex, including pregnancy, gender stereotyping, gender identity, gender expression or transgender status; national origin; sexual orientation; disability; age; protected genetic information; status as a parent; marital status; political affiliation or prior protected Equal Employment Opportunity activity.

**Section 2.**

Unit employees who feel they have been discriminated against have the right to discuss his/her complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a personal representative when filing a formal complaint.

**Section 3.**

Representative(s) of the Union and the Employer will meet as deemed necessary relative to equal employment matters. Requests for such a meeting should include the subject matter to be discussed.

**Section 4.**

Information on filing EEO complaints may be obtained from bulletin boards, the Office of Civil Rights, and EEO Counselor(s). An Employee or applicant must contact an Equal Employment Opportunity Counselor within 45 calendar days of the alleged discriminatory action.

**ARTICLE 30  
HEALTH AND SAFETY**

**Section 1.**

Purpose and Scope. Both Management and Union recognize the importance of providing a safe and healthy work environment for GEMMD employees. In today's work environment, health and safety issues are diverse and complex. Such issues affect every aspect of employment at GEMMD. Both Management and Union commit to complete and comprehensive compliance with all applicable rules, regulations, policies and procedures aimed at providing a healthy and safe work environment for GEMMD employees. Such compliance will be at all levels throughout the Division.

**Section 2.**

Smoking Regulations. It is Federal policy that no smoking is permitted in Government owned/leased occupied or controlled facilities. Smoking in Government vehicles is also prohibited. Smoking outside of buildings (well away from entrances and air ducts) is permitted. Smokers are encouraged to seek support through the Agency's Employee Assistance Program for support in quitting smoking.

**Section 3.**

The Employer will provide employees with a clean and healthy work environment. When adverse environmental conditions occur (e.g., interruption of water, power, heat, air conditioning, air quality) the Employer will attempt to relocate employees to unaffected work areas or may grant excused absence to employees who do not have telework agreements.

**Section 4.**

When possible facility modifications will be conducted during non-business hours. When adverse conditions occur during such renovation and/or repair the Employer will attempt to relocate employees to unaffected work areas or may grant excused absence to employees who do not have telework agreements.

**Section 5.**

In the case that a facility must close due to safety or health concerns, any telework-ready employee must perform unscheduled telework pursuant to Article 13A.

**Section 6.**

The employer shall continue the existing Occupational Medical Surveillance Program.

**Section 7.**

Employees are encouraged to report to management all unsafe/unhealthy working conditions. Reports may be made verbally or by use of the EPA or Occupational Safety and Health Administration (OSHA) form relevant for their situation. Forms can be obtained from the Health and Safety Officer. Reports of unsafe or unhealthy conditions that affect bargaining unit employees will be provided to the Union quarterly.

**ARTICLE 31  
ON-THE-JOB INJURIES/WORKERS' COMPENSATION**

**Section 1.**

The Employer will conduct its Workers' Compensation program according to the requirements of Federal Employees' Compensation Act (FECA) as amended (5 U.S.C. 8101) and Title 20 CFR.

**Section 2.**

Employee(s) or witness(es) should report any on the job traumatic injury or occupational injury/disease or death immediately or as soon as possible to the Agency. This should be reported to management and the Worker's Compensation Program Manager/Worker's Compensation Coordinator.

Injured or disabled employees and/or their representatives can receive information on all aspects of disability retirement, types of leave, benefits and other options by contacting the Recruitment & Classification Division.

**Section 3.**

The Employer will provide emergency treatment and transportation necessary to secure the treatment of employees injured in on-the-job injuries. The Employer will assist the employees in applying for reimbursement from the Office of Workers Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment, although the responsibility for filing all claims with the Employer resides with the employee.

**Section 4.**

In accordance with 20 CFR 10.220, employees who suffer traumatic disabling injuries that are job related may be provided continuation of pay not to exceed 45 calendar days without charge to leave.

**Section 5.**

The Employer will advise employees about the need and requirement for injuries to be properly reported on Form CA-1, or other appropriate forms. Injuries and occupational illnesses should be reported immediately to the supervisor and the Worker's Compensation Program Manager/Worker's

Compensation Coordinator. The Employer will process and forward to OWCP employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease. The Employer agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).

**ARTICLE 32  
DRUG-FREE WORKPLACE**

**Section 1.**

The parties recognize that accomplishment of the Employer's mission requires the highest standards of competence, reliability and integrity. The illegal possession or use of drugs is inconsistent with the maintenance of those standards.

**Section 2.**

Employees found to illegally use drugs shall be referred to the Drug-Free Workplace Coordinator for assessment, counseling and referral for treatment or rehabilitation as appropriate.

**Section 3.**

The Parties adopt EPA's DRUG-FREE WORKPLACE PLAN that implements the requirements of Executive Order 12564 and Section 503 of the supplemental Appropriations Act of 1987 and amendments thereto with the following GEMMD specific provisions:

- A. The Employer shall provide training to bargaining unit employees and Union representatives concerning the drug testing program. The training shall address implementation of the EPA Drug-Free Workplace Plan; inform employees of available drug abuse counseling and referral services; and provide a list of medications and substances that could result in false positive test results. The training shall be done on official time. The Union shall be provided a copy of all training manuals/materials.
- B. The Employer shall conduct all drug testing in accordance with the mandatory guidelines promulgated by the Department of Health and Human Services and to use methods and equipment that meet the requirements set forth in the guidelines.
- C. If an employee believes his/her position has been wrongly classified as a testing designated position, that employee may grieve the classification within 45 days of notification.
- D. The Employer may not take any action against an employee based on unfinalized drug testing.
- E. Medical documentation that demonstrates legal drug use by an employee shall be presumed to be a valid explanation for a positive test result unless rebutted.

- F. An employee selected for testing will be granted necessary administrative leave to have the sample collected.
- G. When reasonable suspicion is suspected, the supervisor will promptly detail for the record and in writing, the circumstances which formed the basis to warrant the testing, including, at a minimum, the dates and times of reported drug-related incidents, reliable/credible sources of information, and the rationale for the test. After the test is completed, the Employer will write a report, including the results of the test and any action taken. The Employer will provide written documentation to the employee articulating their belief that the employee uses illegal drugs, drawn from actions specifically linked to drug usage, before any disciplinary action is proposed.
- H. Bargaining unit employees are entitled to Union representation, upon request, during the collection of urine samples. The Union representative may observe all actions of the collection site monitor. However, the representative may not impede the timely collection of the sample. Union representatives shall suffer no loss of pay or benefits when performing drug testing responsibilities.
- I. The Employer may not randomly test an employee for illegal drug use when the employee has previously undergone drug testing because of accident or reasonable suspicion and the analysis of the prior test is incomplete.
- J. An employee shall not be subject to a search, frisking or disrobing (with the exception of coats, jackets, or outer garments) before a drug test.
- K. The Employer will separate out a reserve sample (a sample consisting of urine in excess of the required volume). At the employee's request, the Employer will test the reserve sample if the original sample tests positive for drugs.
- L. Employees, if detained beyond scheduled work hours, shall be given the choice of overtime or compensatory time.
- M. If Agency officials visit the testing Lab for an inspection, the Union will be entitled to designate an observer to attend the inspection. The observer will be on official time and authorized travel and per diem.

- N. The Employer will continue employment of an employee who voluntarily admits to drug abuse and demonstrates continuing successful participation in a rehabilitation program consistent with the protection of public health and safety and with national security.
- O. Employees who successfully complete rehabilitation and thereafter test negative for drug use will not be eliminated from competition for sensitive positions within the bargaining unit, if they are otherwise qualified for such positions.
- P. Information concerning drug tests will be released only to the Medical Review Officer, or other personnel with an “absolute need to know” who are required to be informed. These include physicians responsible for medical certification of the donor, Federal agency officials as required by regulation or designated employer representatives.
- Q. Employees who visit the EAP, voluntarily or by referral, shall be granted administrative leave for participation in such counseling and/or treatment sessions. Scheduling of such leave will be approved absent exigencies of business.
- R. Employees will be informed of the consequences should they refuse counseling or rehabilitation.



**ARTICLE 33  
EMPLOYEES ASSISTANCE PROGRAM**

**Section 1.**

EPA's Employee Assistance Program (EAP) is a comprehensive program that helps employees resolve personal problems that may adversely affect their work performance, conduct, health, and well-being. EAP services are available for a variety of employee needs, including, but not limited to alcohol and drug-related related issues, bereavement, crisis intervention, emotional, family, job performance, separation/divorce, and stress management.

**Section 2.**

The parties will have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Employee Assistance Program (EAP) for professional screening and diagnosis.

**Section 3.**

All discussions, counseling sessions, and records of the EAP or any other program to which an employee may be referred by the EAP Advisor are completely confidential. However, the fact of attendance at the session must be documented, if during duty time or as a requirement of a settlement agreement between the employer and the employee. No information regarding the content of sessions may be disclosed to anyone without the prior written consent of the employee unless permitted by applicable statute or regulation. Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances.

**Section 4.**

The Employer agrees that no unit employee will have job security or promotion opportunities jeopardized by making a request for professional assistance or referral, except as limited by laws and applicable regulations.

**Section 5.**

The Employer will publicize the EAP on EPA websites and a publicly visible bulletin board.

**ARTICLE 34  
FITNESS FOR DUTY**

**Section 1.**

When initiating a fitness-for-duty examination, the Employer agrees to observe applicable laws and regulations.

**Section 2.**

Employees may request union representation during the fitness-for-duty examination process.

**ARTICLE 35  
TRAVEL**

**Section 1.**

Employees shall not be required to travel except under the conditions and procedures prescribed by laws, government-wide regulations and the provisions of this agreement. The Employer shall make every reasonable effort to schedule travel during duty time, if requested by the employee. However, the parties recognize that this is not always possible.

**Section 2.**

Payment of overtime for travel is authorized pursuant to government-wide regulations.

**Section 3.**

Employees required by the Employer to travel shall receive applicable per diem or subsistence expenses and other allowable travel expenses authorized pursuant to Laws and Government-wide regulations.

**Section 4.**

Where possible, prior to the date of departure, employees will be afforded an opportunity for a travel advance, as authorized by the travel authorization. However, employees issued government travel charge cards shall use the travel cards to obtain cash advances and for payment of all official travel expenses to the maximum extent possible. When short -notice travel is ordered, the traveler may obtain an advance from a Government credit card if appropriate.

**Section 5.**

Rest stops and use of annual leave for international travel will be permitted in accordance with the negotiated Office of Research and Development (ORD) policy of March 3, 2000.

**Section 6.**

Employees may request the use of annual leave in conjunction with official travel. However, if the use of annual leave is granted in conjunction with travel, reimbursement for expenses shall be based only on such charges as would have been incurred had the travel not been interrupted by annual leave.

**ARTICLE 36**  
**ETHICS**

It is the intent of GEMMD and the Union to have and maintain the highest ethical standards for the employees. To achieve this goal the following items shall be followed:

**Section 1.**

Subject to applicable laws and regulations, employees shall have the right to engage in outside activities of their own choosing, and otherwise conduct their private lives as they see fit, to the extent they adhere to the Standards of Ethical Conduct for Employees of the Executive Branch, 5 CFR 2635, and other applicable ethics laws, rules and regulations.

**Section 2.**

Ethics training for all employees shall be required as set forth by the Office of Government Ethics and the Agency Ethics Officials and regulations.

**Section 3.**

Employees are required to seek approval for certain activities, including outside employment, consistent with the regulations. Employee ethics requests must be made with GEMMD's Deputy Ethics Official (DEO). When an employee submits an ethics request, they will be notified of the status within 20 working days. If an ethics question is referred to a higher level for a decision, the employee will be provided with an estimated time that a decision will be forthcoming. In case of additional delays in an opinion, the employee will be provided with a contact point to determine the status and an explanation for the delays. The employee, upon request to the DEO, shall be given guidance on the appeal process. All employee ethics matters will be treated in a confidential, need-to-know manner, but there is no attorney-client privilege between an employee and an agency ethics official.

**Section 4.**

Ethics opinions shall be based on applicable laws and regulations and shall not be arbitrary and capricious.

**ARTICLE 37**  
**PRINCIPLES OF SCIENTIFIC INTEGRITY**

**Section 1.**

It is essential that EPA's scientific and technical activities be of the highest quality and credibility if EPA is to carry out its responsibilities to protect human health and the environment. Honesty and integrity in its activities and decision-making processes are vital if the American public is to have trust and confidence in EPA's decisions. EPA adheres to these Principles of Scientific Integrity.

**Section 2.**

Bargaining unit employees, whatever their grade, job or duties, should:

- A. Ensure that their work is of the highest integrity- this means that the work must be performed objectively and without predetermined outcomes using the most appropriate techniques. Employees are responsible and accountable for the integrity and validity of their own work. Fabrication or falsification of work results are direct assaults on the integrity of EPA and will not be tolerated.
- B. Represent their own work fairly and accurately. When representing the work of others, employees must seek to understand the results and the implications of this work and also represent it fairly and accurately.
- C. Respect and acknowledge the intellectual contributions of others in representing their work to the public or in published writings such as journal articles or technical reports. To do otherwise is plagiarism. Employees should also refrain from taking credit for work with which they were not materially involved.
- D. Avoid financial conflicts of interest and ensure impartiality in the performance of their duties by respecting and adhering to the principles of ethical conduct and implementing standards contained in Standards of Ethical Conduct for Employees of the Executive Branch and in supplemental agency regulations.
- E. Be cognizant of and understand the specific, programmatic statutes that guide the employee's work.
- F. Accept the affirmative responsibility to report any breach of these principles.
- G. Welcome differing views and opinions on scientific and technical matters as a legitimate and necessary part of the process to provide the best possible information to regulatory and policy decision-makers.

**Section 3.**

The Employer agrees that adherence to the above principles will assure that its employees can have confidence and trust in EPA's work and in its decisions.

**Section 4.**

In addition to the above, the parties affirm the following:

- A. To pursue science approved by the agency and assigned to the employee without bias on the basis of special interest, commercial, political, or other, influences; and
- B. To publish or submit for publication, products approved by the agency and assigned to the employee that will contribute to environmental management, environmental decision-making, or agency policy formulation.

**Section 5.**

For questions and concerns regarding dissenting scientific opinions, employees should refer to the current Scientific Integrity Policy.

**ARTICLE 38  
COMMITTEE MEMBERSHIP**

**Section 1.**

The Union will designate one representative/member on the following GEMMD committees:

- (1) Environmental Health & Safety Committee
- (2) Inclusion, Diversity, Equity, and Accessibility Committee
- (3) Quality Assurance (QA) Committee

**Section 2.**

The Union will be invited to participate in future committee meetings that constitute a formal discussion and include bargaining unit employee(s).

**ARTICLE 39**  
**REDUCTION-IN-FORCE, TRANSFER OF FUNCTION, OR REORGANIZATION**

**Section 1.**

The Employer and the Union jointly recognize that occasions arise where adjustments of the work force may be necessary by Reduction-In-Force (RIF), Transfer of Function, or Reorganization.

- A. Reduction-in-force (RIF) is the release of a competing employee from his/her competitive level by furlough for more than 30 days; separation; demotion; or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of re-employment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an Agency has formally announced a RIF in the employee's competitive area, and when the RIF will take effect within 180 days.
- B. Transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.
- C. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

**Section 2.**

The Employer will advise the Union in writing of any proposed or anticipated RIF, Transfer of Function, or Reorganization that affects bargaining unit positions or conditions of employment. At that time the Union may request bargaining.



**ARTICLE 40  
FURLOUGH**

**Section 1.**

Furlough means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

**Section 2.**

Furloughs shall be conducted in accordance with applicable laws and government wide regulations.

**Section 3.**

Employees will be given a written notice of furlough in accordance with 5 CFR 752. Written notice procedures are set forth in 5 CFR 752.404. The advance written notice and opportunity to answer are not required for furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities.

**Section 4.**

Upon request by the Union, the Parties will bargain over appropriate arrangements and procedures concerning a furlough.

**ARTICLE 41**  
**MISCELLANEOUS AND GENERAL PROVISIONS**

**Section 1. Manuals and Handbooks**

Agency Manuals and Handbooks shall be made available for employee bargaining unit members and union officials.

**Section 2.**

The parties agree that employees will abide by the Agency policy concerning Personal Use of Agency Equipment, dated August 19, 2019. Employees will exercise common sense and good judgment in the personal use of Agency office equipment and ensure that this use does not take precedent over government business.

**Section 3.**

The parties agree to abide by the Memorandum of Agreement between the U.S. Environmental Protection Agency and the National Association of Independent Labor concerning the Office of Research and Development's Policy and Procedures Manual, Sections 9.14 (Scientific Data Management), 13.3 (Implementing Quality Assurance Under ORD Research Action Plans) and 13.7 (Use of the Graded Approach for Quality Assurance of Research), dated January 11, 2017.

**Section 4.**

The parties agree to abide by the Memorandum of Agreement between the U.S. Environmental Protection Agency and the National Association of Independent Labor concerning the Office of Research and Development's Policy and Procedures Manual, Section 14.3 (Clearance Policy), signed July 12, 2017.

**Section 5.**

The parties agree to abide by the Plan for Preventing Violence in the Workplace at the Gulf Ecology Division, signed December 3, 2021.

**Section 6.**

The parties agree to abide by the Memorandum of Agreement between the U.S. Environmental Protection Agency and the National Association of Independent Labor concerning GEMMD Office Space Selection, signed October 11, 2019.

**Section 7.**

Employees who desire to review their Official Personnel Folder (OPF) will email their request to the designated HRMD, RTP Point of Contact (POC). RCD will Express Mail the OPF within three work days of the employee's email request to the designated POC. The POC will notice the employee upon receipt of the OPF.

**Section 8.**

The parties agree to abide by the Memorandum of Understanding between the U.S. Environmental Protection Agency and the National Association of Independent Labor concerning Use of Personal Electrical Devices in Offices signed July 21, 2022.

**ARTICLE 42  
USE OF AGENCY FACILITIES**

**Section 1.**

The Union President, officers and stewards may use their offices for representational purposes. The Employer will furnish the Union, on a loan basis, a lockable file cabinet in a secure area.

**Section 2.**

Union representatives are authorized use of Employer office support items (e.g. telephone, copier, fax machine, printer and computer with Internet and email access). Files, (electronic and physical), drawers, etc., used by Union representatives for representational purposes will be confidential. The Employer will establish for the Union such space as necessary for files, etc., for which the Union will have exclusive access. The Union will be allowed to use telecommunications. Use is for gathering and sharing information. All usage will be in compliance with applicable laws.

**Section 3.**

Meeting and conference rooms are available by reservation through the electronic system.

**Section 4.**

A bulletin board will be made available for use by the Union for the posting of notices and literature for the Union.

**ARTICLE 43**  
**ORIENTATION OF NEW EMPLOYEES**

**Section 1.**

All new eligible employees in the Division will be informed that the Union is the exclusive representative of employees in the Unit. The Union will be furnished the name, position, duty station, and date of entrance on duty for new bargaining unit employees.

**Section 2.**

The Union will be afforded a period of time, to be mutually agreed upon, to speak at orientation sessions which are held for employees. The Union may not solicit Union membership at such sessions. When the Union supplies the Employer a Union packet, the packet will be included in the orientation material for the employee.

**ARTICLE 44  
ADVERSE WEATHER**

**Section 1.**

When it has been determined that the GEMMD facility will be closed due to adverse weather conditions, employees scheduled to work shall be administratively excused without charge to leave or loss of pay in accordance with 5 CFR 630 subpart P. Employees considered mission essential, as determined by the Employer, may be required to report or remain on duty. Any telework-ready employee must perform unscheduled telework, pursuant to Article 13A, Section 13 (**EMERGENCIES: UNSCHEDULED TELEWORK/DISMISSALS/CLOSURES**).

**Section 2.**

When the decision has been made to close the GEMMD facility during duty hours and to administratively excuse employees, employees shall be promptly notified.

**Section 3.**

When the Employer decides during non-duty hours to operate on a reduced basis or close the GEMMD facility due to adverse weather conditions, the Employer will disseminate the information by Email or other appropriate means immediately after the decision is made.

**Section 4.**

The Employer will make a good faith effort to inform the Union President of GEMMD closures due to adverse weather conditions.

**Section 5.**

The Employer will maintain a list of mission-essential bargaining unit personnel for adverse weather operations and will provide written notification to personnel on this list. On-the spot mission-essential personnel shall be designated to complete work that must be accomplished. This designation is not meant to include normal routine work that is not critical to mission.

**Section 6.**

When a GEMMD closure is declared prior to the beginning of the workday due to adverse weather conditions, mission-essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission-essential employees to report for duty due to unanticipated circumstances beyond their control, e.g. road closure, etc., they shall contact their supervisor.

**Section 7.**

The Parties agree that there may be instances when the Employer is required to shut down or reduce its heating/air conditioning systems and/or plumbing systems. If this should result in adverse working conditions, except where employees are excused, the Employer should use one or more of the following to reduce or eliminate such conditions:

- A. Allow nonessential personnel to vary their tours of duty.
- B. Move employees to different locations on the facility.
- C. Implement liberal leave or telework policies.

**Section 8.**

In the event of a mandatory evacuation order as declared by Federal, State, or Local Government management will follow the procedure outlined in 5 CFR part 550, subpart D and the OPM Handbook on Pay Leave Benefits for Federal Employees Affected by Severe Weather Conditions or Other Emergency Situations dated June 2008 or any substantive update or OPM issued directives and/or guidance. Employees would be required to use the established notification system to report status and obtain information from management.

**Section 9.**

There may be situations where staff members will be required to “Shelter in Place”. This situation can occur when it is safer to take shelter where you are located rather than trying to evacuate the building or GEMMD facility. Bargaining unit employees should follow the shelter in place guidelines found in the Continuity of Business Plan for the GEMMD facility.

**ARTICLE 45**  
**FORCE AND EFFECT OF AGREEMENT, DURATION OF AGREEMENT AND NEGOTIATIONS OF**  
**SUBSEQUENT COLLECTIVE BARGAINING AGREEMENT**

**Section 1. Duration of Agreement**

This Agreement shall remain in effect for seven years from the effective date of this Agreement, upon finalizing mid-term negotiations begun in August 2023 and integrating any changes per these negotiations.

**Section 2. Force and Effect of Agreements and MOUs/MOAs under this Agreement**

- A. Agreement. For the full seven-year term of the Agreement and, while the Agreement otherwise continues in effect under Section 3 of this Article, the provisions of this Agreement shall remain in full force and effect and unchanged unless both Parties consent to a change in the Agreement.
- B. Supersedes Previous Agreements. This Agreement supersedes all negotiated agreements that were in effect prior to the effective date of this Agreement unless the Parties have agreed to incorporate them into this Agreement by reference.
- C. Duration of MOUs/MOAs. MOUs/MOAs negotiated under the terms of this Agreement shall be considered to be part of this Agreement and shall have a duration concurrent with the Agreement, unless otherwise specified in the MOU/MOA.

**Section 3. Notice to Renegotiate and Termination of this Agreement**

This Agreement shall be automatically renewed from year to year unless one Party gives the other written notice of its intention to renegotiate this Agreement no less than 60 or more than 105 calendar days prior to this Agreement's expiration date. If notice to renegotiate is given, the Agreement shall be extended until a new agreement becomes effective.

**Section 4. Negotiation of Ground Rules for a Subsequent Agreement**

In the event that one of the Parties decides to renegotiate this Agreement as provided for in Section 3 of this Article, the following procedures to negotiate ground rules will apply:



- A. The Parties will make arrangements to meet within 30 calendar days after notice to renegotiate is given to commence ground rules negotiations.
- B. Ground rules negotiations will be scheduled for a total of four weeks (four x 1-week bargaining session with one week break after the second week of bargaining), beginning at 11:30 a.m. and concluding at 5:00 p.m. CST, with a one-half hour break. If agreement on ground rules is not reached by the end of the four weeks of bargaining, within three workdays of the conclusion of the last bargaining session, either Party may submit a request for mediation assistance.
- C. Ground rules negotiations shall be conducted virtually unless the Parties both agree that face-to-face negotiations are necessary.
- D. Ground rules negotiations shall be accomplished through the exchange of written proposals, telephone calls, and/or video conferencing technology.
- E. Each Party shall be represented by up to three persons, including the Chief Negotiator who will have authority to bind their Party.
- F. Travel arrangements, if necessary, will be negotiated in the Ground Rules at the time the CBA is re-opened.
- G. If both Parties consent to face-to-face negotiations, the Agency will make a room available for negotiations.

**ARTICLE 46  
DISTRIBUTION OF THE AGREEMENT**

**Section 1.**

The Employer will provide an electronic copy of this Agreement and any amendments or supplements to all employees in the Unit and to all new employees in the Unit. The Agreement will be placed upon the Agency's shared drive or system used to provide all employees access to resources and information.

**Section 2.**

The Parties will conduct a one-and one-half hour orientation and one-half hour question period on the Agreement for bargaining unit employees.

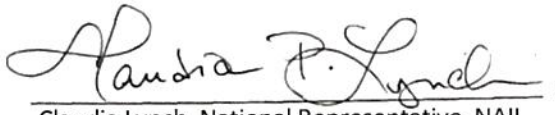
For the Union:

**LEAH  
OLIVER** Digitally signed by  
LEAH OLIVER  
Date: 2024.02.11  
12:17:05 -06'00'

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Leah Oliver, President, NAIL

For the Union:

 , NAIL

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Claudia Lynch, National Representative, NAIL

For the Employer:

**George,  
Elizabeth** Digitally signed by  
George, Elizabeth  
Date: 2024.02.08  
12:36:44 -06'00'

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Elizabeth George, Director, GEMMD

For the Employer:

**TESSA  
BURMANIA** Digitally signed by  
TESSA BURMANIA  
Date: 2024.02.08  
07:10:27 -05'00'

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Tessa Burmania, Chief Negotiator