

Agreement Between

The National Highway Traffic Safety Administration

and

The American Federation of Government Employees Local 3313

September 2011



U.S. Department
of Transportation

**National Highway
Traffic Safety
Administration**



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Preamble

Section 1

This Agreement is entered into by the National Highway Traffic Safety Administration (NHTSA), hereafter called the Agency, and the American Federation of Government Employees (AFL-CIO) Local 3313, hereafter called the Union. The Agency and the Union are collectively referred to in the Agreement as the Parties. This Agreement was achieved through a non-adversarial, interest-based bargaining, "win-win" approach.

Section 2

The purpose of this Agreement is to enumerate certain rights and obligations of the Parties, articulate the terms and conditions of employment affecting bargaining unit employees, and establish equitable and peaceful procedures for the resolution of differences, in a manner that will promote harmonious relations between the Agency and the Union.

The Parties agree that a constructive and cooperative working relationship is essential to achieving the Agency's mission and to ensuring a quality work environment for all employees. The Parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success.

Therefore, the Parties agree to work together in partnership and through this Agreement to identify issues and craft solutions, enhance productivity, and to promote and improve the efficient administration of the federal service and to provide for amicable discussion of matters of mutual interest and adjustments of disputes regarding personnel policies, practices, procedures, and working conditions. The Parties agree that, to the extent that issues or controversies arise that may not have been fully anticipated, the Parties will handle such issues or controversies amicably within the spirit of this Agreement, in good faith, and in accordance with governing law and regulation and policy.

Section 3

This Agreement is intended to maintain a safe, healthy, and quality workplace, and to help create an atmosphere where employees work together to fulfill the promise and accomplish the mission of the Agency. This Agreement also seeks to establish an environment in which employees are treated fairly, equitably and with dignity and respect. Furthermore, the Parties recognize that the interests of the Agency, the Union and bargaining unit employees depend upon the Agency's success in performing public service to the citizens of the United States of America.

Article 1: Unit of Recognition

Section 1

The National Highway Traffic Safety Administration (NHTSA) recognizes the American Federation of Government Employees (AFGE AFL-CIO) Local 3313 as the exclusive representative of all bargaining unit employees in accordance with Title VII of the Civil Service Reform Act of 1978, hereafter called Title VII (set forth in 5 U.S.C. Chapter 71 and also known as the Federal Service Labor-Management Relations Statute), excluding those described in Section 2.

Section 2

The bargaining unit includes all Federal civilian employees of the Agency, except:

- a) Professional employees as defined in 5 U.S.C. § 7103 (unless a majority of professional employees vote for inclusion in the unit) engaged in work;
- b) Supervisors as defined in 5 U.S.C. § 7103;
- c) Confidential employees as defined in 5 U.S.C. § 7103;
- d) Management officials as defined in 5 U.S.C. § 7103; or
- e) Employees engaged in human resources work in other than a purely clerical capacity.

Section 3

If the union is subsequently certified as the exclusive representative of any additional bargaining unit(s) within the Agency after the effective date of this Agreement, such additional bargaining unit(s) may be covered by the terms of this Agreement only with consent of the Union, the Agency, and the additional bargaining unit(s) to be consolidated into the Union.

Article 2: Rights and Obligations of the Parties

The rights and obligations of the Parties under this Agreement will be governed by Title VII and other applicable laws and regulations related to labor-management relations, including 5 U.S.C. §§ 7102, 7106, 7111 and 7114.

Section 1 – Mutual Rights and Obligations

- a) The Parties agree that they have a mutual obligation to each other to conduct labor-management relations in a manner that is fair and equitable. The Parties are committed to working together to improve the day-to-day operations of the Agency.
- b) The Parties, through appropriate representatives, will meet at reasonable times and confer in good faith with respect to human resource policies and practices and matters affecting working conditions, as appropriate, under applicable laws and regulations.
- c) The Parties agree that, in the administration of all matters covered by this Agreement, officials and employees are governed by:
 - 1) Federal law; and
 - 2) Government-wide, Department-wide and agency regulations and policies in existence at the time this Agreement becomes effective.
- d) This Agreement takes precedence over all provisions of Government-wide, Department-wide and agency policies and regulations enacted subsequent to the effective date of this Agreement.
- e) The Parties agree that management, the union and employees retain all rights and obligations established under Title VII and other applicable laws and regulations, including those identified above.

Section 2 – Management Rights

The Parties agree that the Agency retains all management functions within the Agency, including the right:

- a) To determine the mission, budget, organization, number of employees and internal security practices of the Agency;
- b) To hire, assign, direct, layoff and retain employees in the Agency or to suspend, remove, reduce in grade or pay or take other disciplinary action against an employee;
- c) To assign work, to make determinations with respect to contracting out and to determine the personnel by which agency operations will be conducted;
- d) To make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and
- e) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 3 – Union Rights

The Parties agree that the Union is the exclusive representative of the employees in the bargaining unit and:

- a) Is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit.
- b) Has a duty to negotiate collective bargaining agreements in good faith.
- c) Has responsibility for representing the interests of all bargaining unit employees without discrimination and without regard to Union membership.
- d) Will be given the opportunity to be represented at:
 - i) any formal discussion between one or more representatives of the agency and one or more bargaining unit employees or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment and
 - ii) any examination of a bargaining unit employee by a representative of the agency in connection with an investigation if:
 - the employee reasonably believes that the examination may result in disciplinary action against the employee and
 - the employee requests representation.

Section 4 – Employee Rights

The Parties agree that each employee will have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right.

Except as otherwise provided in this Agreement or by law and/or regulation, such rights includes:

- a) The right to act for a labor organization in the capacity of a representative;
- b) The right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress or other appropriate authorities; and
- c) The right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Agreement.

Article 3: Laws and Regulations (Precedence)

Section 1

In accordance with 5 U.S.C. §§ 7116(a)(7) and 7117, in the administration of all matters covered by this Agreement, the parties are governed by Federal law, Government-wide regulations, Department-wide regulations and policies, and Agency-wide regulations and policies in existence at the time this Agreement becomes effective, except when modified by provisions of this Agreement.

Section 2

In the event of any subsequent change to Federal law, Federal law will take precedence over the Agreement.

Section 3

In the event of any subsequent change to Government-wide, Department-wide or Agency-wide policy or regulations, the Agreement takes precedence over the Government-wide, Department-wide or Agency-wide policy or regulations.

Section 4

In the event of any subsequent change to law, Government-wide regulations, Department-wide policy and regulations and/or Agency-wide policy or regulations that are in conflict with the Agreement, either Party may notify the other in writing to request a meeting to discuss the impact and effect of the change.

Section 5

Nothing in this Agreement will affect either Party's right to initiate mid-term bargaining, in accordance with its entitlements under the statute.

Article 4: Union Representation

This article will be administered in accordance with 5 U.S.C. §§ 7114 (representation rights and duties) and 7131 (official time).

Section 1 – Introduction

The Employer will recognize the Union as the employees' exclusive representative.

Section 2 – Union Representatives

The Union will designate three (3) to five (5) representatives at headquarters and may, at its discretion, designate one (1) additional representative at each regional and/or field office where bargaining unit employees are located. The Union will provide the employer with a current roster of union representatives and will notify the employer within three (3) business days of any change in the representative roster. Representatives are authorized, in accordance with the procedures and limitations contained in this Article, to perform and discharge union duties and responsibilities relating to the representation of bargaining unit members. The employer agrees that there will be no restraint, interference, coercion, or discrimination against a representative in the performance of such duties.

Section 3 – Official Time

- a) **Representational Activities:** The employer will grant union representatives a reasonable amount of official time during regular working hours to:
 - 1) Post union notices on designated bulletin boards;
 - 2) Present and process grievances to management officials;
 - 3) Meet with employees concerning grievances or complaints;
 - 4) Meet with management officials;
 - 5) Negotiate union and agency contracts; and
 - 6) Attend off-site meetings and training concerning representation for agency bargaining unit employees, e.g., meetings/training by, at, for, or with MSPB, EEOC, FLRA, Arbitration or Legal Counsel, held at AFGE HQ or elsewhere.
- b) **Permission to leave duty post:** When the representation of bargaining unit employees requires union representatives to leave their respective posts of duty, the representatives first must obtain written permission (by email or in other written form) from their immediate supervisors. The supervisor will grant permission unless the representative cannot be relieved immediately from the representative's assigned duties, in which case the supervisor will grant permission as soon as possible thereafter.
- c) **Accountability:** Each union representative will track the use of official time for representational activities in the CASTLE system on a bi-weekly basis.

Section 4 – Internal Union Business

No internal union business will be conducted on official time. Examples of internal union business are solicitation of membership, election of labor organization officials and collection of dues. These activities must be conducted in a non-duty status (before or after duty hours or during the lunch break).

Section 5 – Travel

The agency will not be responsible for paying travel or per diem for union representational activities, except in limited circumstances, which must be approved in advance by the agency.

Article 5: Dues Withholding

Introduction: This article will be administered in accordance with 5 U.S.C. § 7115 (Allotments to Representatives).

Section 1 – Allotments

Upon receipt from a Union Representative of a properly completed and signed SF-1187 (Request for Payroll Deductions for Labor Organization Dues), the agency agrees to deduct union dues from the employee's bi-weekly pay. The amount of dues to be deducted as allotments from the employee's pay may not be changed more frequently than once a year, unless a Union Representative provides the agency with specific documentation from AFGE authorizing the change. After a year, an employee may terminate the Agency's withholding of dues (and, as a result, the employee's membership in the Union) by submitting an SF-1188 (Cancellation of Payroll Deductions for Labor Organization Dues) to the agency's Office of Human Resources no less than two weeks prior to the anniversary date of the employee's membership.

Section 2 – Termination of Dues

The Agency will terminate an employee's allotment for Union dues upon occurrence of any of the following:

- a) Loss by the Union of exclusive recognition.
- b) Transfer of the employee outside of the unit in which the union has exclusive recognition, in which case the Agency will provide written notice to the Union of the employee's change in position prior to terminating withholding of dues.
- c) Separation of the employee for any reason, including death or retirement.
- d) Receipt by the Agency's Office of Human Resources from a Union Representative of a properly executed SF 1188 (Termination for Payroll Deductions for Labor Organization Dues) or letter stating that the employee has been expelled from or ceases to be a member in good standing of the Union.
- e) Promotion or assignment of the employee, on a permanent basis only, to a supervisory, managerial, professional or confidential status position.

Article 6: Use of Official Facilities and Services

- a) The Parties acknowledge that the union needs access to adequate office space at the agency's facilities, as well as furniture, equipment and supplies in order to:
 - 1) Conduct internal union business, such as monthly business and membership meetings, during non-duty hours; and
 - 2) Perform representational activities as permitted by Article 3, Section 3(a).
 - 3) The Parties acknowledge also that it is the Office of the Secretary (OST), Department of Transportation (DOT) and not the agency that controls access to available office space within DOT Headquarters.
- b) An MOU, dated July 1, 2009, between the union, the agency, OST, FMCSA and FTA, provides for use by the union, for a period of 3 years, of office space, furniture and other services at no charge to the union, subject to the availability of funds and continuing availability of the subject space. After that MOU expires on July 1, 2012, the agency agrees to propose to OST renewal of the MOU for the same or suitable alternative office space for use by the union at no charge, in accordance with this article.

Article 7: Equal Employment Opportunity

This article will be administered in accordance with Federal laws, regulations and directives governing equal employment opportunity (EEO), including Title VII of the Civil Rights Act (Title VII), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act, the Rehabilitation Act, and the Genetic Information Nondiscrimination Act (GINA). The rules, policies and procedures applicable to matters arising under this article shall be those set forth in the Federal Sector Equal Employment Opportunity regulation (29 CFR Part 1614). The procedure for processing requests for reasonable accommodation shall be those set forth in DOT Order 1011.1 (Procedures for Processing Reasonable Accommodation Requests by DOT Job Applicants and Employees with Disabilities), dated September 16, 2002.

Section 1 – Agency Commitment

The Agency commits to:

- a) Providing equal employment opportunities for all employees and applicants for employment or promotion based on merit, without regard to race, sex, color, national origin, religion, age, sexual orientation, parental status, disability, genetic information or previous participation in any stage of administrative or judicial proceedings under the statutes identified above
- b) Creating a work environment that is free from unlawful discrimination or harassment
- c) Accommodating employees and applicants with disabilities unless doing so imposes an undue hardship
- d) Taking steps to identify and eliminate any internal policies, practices or procedures that result in unlawful discrimination
- e) Promoting equal employment opportunity in the recruitment, hiring, development and retention of a diverse, highly skilled, public-centered workforce through integrating the agency's EEO program into its Strategic Mission, conducting EEO training, encouraging the use of Alternative Dispute Resolution (ADR) procedures throughout the EEO process, and tracking and reporting the progress of the agency's EEO program in accordance with applicable laws, regulations and directives
- f) Seeking Union input on issues relating to the Employer's EEO program, including but not limited to giving the Union an opportunity to comment on the Agency's Affirmative Action Plan on an annual basis
- g) Providing the Union in a timely manner with all reports and assessments, internal and external, relating to the Agency's EEO program, including reports submitted to the EEOC and EEOC evaluations of the Agency programs
- h) Making available an Alternative Dispute Resolution (ADR) process that may be used by individuals during the EEO process

Section 2 – Union Commitment

The Union commits to:

- a) Assisting and cooperating with the Employer in assuring and promoting equal employment opportunity
- b) Promptly advising the Employer of any potential problems it perceives in the Employer's equal employment opportunity program.
- c) Participating in meetings, upon request of the Employer, to discuss issues relating to the Employer's EEO program

- d) Providing timely comments to the agency on its Affirmative Action Plan on an annual basis and on drafts of other documents, as appropriate.

Section 3 – Internal EEO Complaints

The employer will process all EEO complaints in accordance with the government-wide Federal Sector Equal Employment Opportunity regulation (29 CFR Part 1614).

- a) **Pre-Complaint Processing:** The Employer, through its Office of Civil Rights (OCR), will conduct pre-complaint processing in accordance with the requirements of Part 1614. During pre-complaint processing, a trained NHTSA EEO Counselor will:
 - 1) Explain to the individual the EEO complaint process
 - 2) Advise the individual about the employee's rights and responsibilities under Part 1614, including the duty to mitigate damages, administrative and court time frames, and that only the claims raised in pre-complaint counseling (or issues or claims like or related to issues or claims raised in pre-complaint counseling) may be alleged in a subsequent complaint filed with the agency
 - 3) Explain the Employer's alternative dispute resolution (ADR) program and that he or she may choose between participation in the ADR program and pre-complaint counseling activities
 - 4) Identify the claim(s) and basis(es) raised by the individual
 - 5) Conduct a limited fact-finding inquiry during the initial interview for the purposes of determining jurisdictional questions, including timeliness of the individual's contact with the NHTSA OCR or EEO Counselor and identification of the legal claims, should the individual file a formal complaint at the conclusion of pre-complaint processing
 - 6) Conduct a final interview and issue a Notice of Final Interview, advising the individual of his/hr right to file a formal discrimination complaint, within 30 days of the date that the individual first contacted the EEO Counselor or the NHTSA Office of Civil Rights, if attempts to resolve the dispute through EEO counseling or ADR fail to resolve the dispute
 - 7) Prepare a report sufficient to document that the EEO Counselor undertook the required counseling actions and to resolve any jurisdictional questions that arise
- b) **Formal Complaint Processing:** The Department's Office of Civil Right (DORC) is responsible for accepting and processing all formal complaints of discrimination filed by NHTSA employees at the conclusion of pre-complaint counseling.
- c) **Filing Deadlines:**
 - 1) An aggrieved person must initiate contact with a NHTSA EEO Counselor (by contacting the NHTSA Office of Civil Rights in W42-322) within 45 days of the date of the matter alleged to be discriminatory or, in the case of personnel action, within 45 days of the effective date of the action
 - 2) An aggrieved person must file a formal discrimination complaint with the Department's Office of Civil Rights within 15 days of receipt from a NHTSA EEO Counselor of the Notice of Final Interview

Section 4 – Reasonable Accommodation

The Employer will:

- a) Process requests for reasonable accommodation in accordance with DOT Order 1011.1 (Procedures for Processing Reasonable Accommodation Requests by DOT Job Applicants and Employees with Disabilities), dated September 16, 2002.
- b) Ensure that employees and managers are aware of DOT Order 1011.1.
- c) Train managers and supervisors to recognize requests for reasonable accommodations and to handle them appropriately in accordance with the procedures detailed in DOT Order 1011.1
- d) Identify at least one Disability Program Manager within the NHTSA Office of Civil Rights provide to advice and assistance to supervisors, managers and employees regarding reasonable accommodation and other disability matters, and to collaborate with supervisors, managers and employees in developing appropriate accommodation plans in response to requests for accommodation.
- e) Adhere to the time limits identified in DOT Order 1011.1:
 - 1) Requests for reasonable accommodations will be processed and accommodations, if appropriate, provided in as short a time as reasonably possible, typically within 25 days from the date that the request is received by the decision maker
 - 2) When extenuating circumstances exist the decision maker will notify the individual in writing of the reason for the delay, and the approximate date by which the decision or the provision of the reasonable accommodation is expected
- f) Agree, as evidenced by the signature of the Director, NHSTA Office of Civil Rights or the employee's designee, to requests for accommodation that are consistent with the requirements of DOT Order 1011.1.
- g) Monitor and evaluate, through the Office of Civil Rights and Disability Program Manager(s), the effectiveness of NHTSA's efforts to provide reasonable accommodation to applicants and employees, including by maintaining data on reasonable accommodations requested, those provided, and the cost of each accommodation for annual reporting purposes
- h) Notify the Union when bargaining unit employees make requests for reasonable accommodation to determine what, if any, labor relations obligations must be met
- i) For purposes of Section 4, the definitions set forth in DOT Order 1011.1 will apply, including the following:
 - 1) **Disability** – A physical or mental impairment that substantially limits one or more major life activities (i.e., walking, speaking, breathing, seeing, hearing, learning, caring for oneself, performing manual tasks, sitting, standing, lifting, reading, etc.).
 - 2) **Qualified Individual with a Disability** – with respect to employment, an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the position.
 - 3) **Essential Functions** – those functions of a job that are so fundamental to the position that the individual cannot do the job without being able to perform them, e.g., the position exists specifically to perform that function, there are a limited number of

other employees who could perform the function if it were assigned to them, or the function is specialized and the incumbent is hired based on the ability to perform it.

- 4) **Reasonable Accommodation** – A change in the work environment or in the way things are customarily done that would enable a qualified individual with a disability to enjoy equal employment opportunities.

Section 5 – Election of Remedies

- a) A bargaining unit employee wishing to file a complaint or a grievance on a matter of alleged employment discrimination must elect to raise the matter under either the Federal Sector EEO regulation (Part 1614) or the negotiated grievance procedure set forth Article 31 of this Agreement, but not both. An election to proceed under Part 1614 is indicated only by the filing of a formal written complaint with DOOCR. Use of the pre-complaint process as described in Section 3(a) does not constitute an election.
- b) A bargaining unit employee who elects to file a complaint under Part 1614 may not thereafter file a grievance under Article 31 on the same matter or to address the same claims.
- c) A bargaining unit employee who elects to have a dispute involving a claim of discrimination addressed by filing a grievance under Article 31 of this Agreement may not thereafter file a discrimination claim under Part 1614. This bar to a subsequent formal EEO complaint holds true even if the complainant failed to raise the discrimination claim in the grievance, as long as the grievance process could have addressed the discrimination allegations.

Section 6 – ADR

A bargaining unit employee may choose between participation in the Agency's ADR program and the pre-complaint counseling identified in Section 3(a) of this Article. When an employee opts to use the ADR program, the pre-complaint processing period will be extended from 30 days to 90 days. If the claim has not been resolved before the 90th day, the EEO Counselor will issue a Notice of Final Interview, advising the individual of the right to file a formal discrimination complaint

Article 8: Health and Safety

Section 1 – Agency Obligations

The Agency will develop and support programs to reduce accidents and injuries, encourage safe practices, and eliminate work hazards and health risks in accordance with 5 U.S.C. § 7902, OSHA regulation 29 CFR Part 1960, DOT Order 3903.1, NHTSA ORDER 390-3A and relevant health and safety codes and standards.

Section 2 – Employee Obligations

- a) All employees have a responsibility for their safety and an obligation to observe established health and safety rules and precautions as a measure of protection for themselves and others.
- b) Employees may not engage in conduct that causes or will likely cause the Agency to be in violation of any rule, regulation, order, permit or license issued by a regulatory authority.
- c) Employees will become familiar with and observe health and safety-related policies, procedures and guidelines issued by the Agency, which are applicable to the employee's own actions and conduct.
- d) If the Agency provides employees with safety equipment, personal protective equipment, or devices, or if the Agency establishes procedures that it considers to be necessary for employee protection, employees will use such equipment and follow such procedures as directed by the Agency. The Agency will provide any necessary training in the use of such safety equipment.

Section 3 – Reporting

- a) The Agency will establish procedures for filing a report of unsafe or unhealthful working condition. Such procedures will include provisions to preserve employee anonymity, when requested, ensure prompt, impartial investigation of allegations and provide appropriate administrative action when such allegations are substantiated.
- b) In the event of situations involving imminent danger, employees will make reports to the Agency by the most expeditious means available. Employees have the right to decline to perform their assigned tasks based on a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective corrective action through normal hazard reporting and abatement procedures. However, in these instances, employees must report the situation to their supervisor, another supervisor who is immediately available, and/or to local safety and health personnel.
- c) The term "imminent danger" means any condition or practice in the workplace that reasonably could be expected to cause death or serious bodily harm immediately or before such danger can be eliminated through normal procedures. An employee who abuses these procedures may be subject to disciplinary action.
- d) It is the Agency's responsibility to respond to health and safety complaints in a timely manner. The Agency also will report back to an employee who makes a safety complaint, at the employee's request, within a reasonable time frame. If the employee has additional concerns about the Agency's response, the employee should notify the employee's Union Representative.
- e) Allegations of health or safety violations by employees may be protected by the Whistleblower Protection Act.

Section 4 – Workplace Inspections

All areas and operations of each workplace, including office operations, will be inspected by the Agency or Department at least annually.

Section 5 – Evacuation Procedures

The Agency will take steps, on at least an annual basis, to ensure that employees are familiar with the proper procedures for leaving their work areas during emergency situations, such as a suspected fire or bomb threat. When such emergencies occur, the Agency will take all steps necessary to safely and expeditiously evacuate employees. The Union will assist in this effort by encouraging its members to follow established procedures and to serve as monitors/coordinators, when such duties exist. Before serving as monitors/coordinators, employees will complete all necessary training, as provided by DOT.

Section 6 – Emergency Assistance

Employees will be informed of what procedures to use to contact seek emergency assistance, as from paramedics, fire departments, police departments, ambulance services, and from other first responders.

The Agency will inform employees of any first aid, cardiopulmonary resuscitation (CPR) training, and defibrillation training, offered by DOT. The Union will encourage its members to take the course.

Section 7 – Dissemination of Information

Health and safety program information will be disseminated and posted in accordance with 29 CFR 1960.12(e). In addition, the Agency agrees to continue to provide periodic health and safety information on the NHTSA Intranet or through other sources (e.g. Daily Communicator).

Section 8 – Smoking

The Agency will continue to comply with all aspects of the DOT Smoking Policy.

Section 9 – Computer and Work Stations-Related Safety

Subject to budgetary and workspace constraints, the Agency will provide employees required to use computers on the job, on a ongoing basis, with the following equipment: work stations or desks that can hold computer monitors and that may include adjustable keyboard trays, headsets and adjustable work surfaces that are large enough to accommodate computer workstations, including printers, manuals, work papers, and any other equipment required to perform the duties and responsibilities of the individual's position. Wrist rests will be provided if requested by employees, subject to budgetary constraints. The application of this section to employees working at an alternate work location will be subject to local telework negotiations.

Subject to the availability of funds, the Agency will provide ergonomically designed furniture to employees who submit medical documentation to their supervisor supporting the need for such furniture as a necessary accommodation for a medical condition.

Section 10 – Renovations and Construction

The Agency will isolate areas of renovation from occupied areas that are not under construction and ensure adequate ventilation. To the maximum extent possible, the Agency will request that DOT perform such work during non-working hours and weekends.

The Union will be notified if any bargaining unit employee will be required to move due to renovations and/or construction.

Section 11 – Violence in the Workplace

The prevention of violence in the workplace is of mutual interest to both the Agency and the Union. Threatening or intimidating behavior and violence in the workplace, and other unacceptable forms of conduct, will never be tolerated.

Section 12 – Employees with Disabilities

The Agency will make reasonable accommodations for employees with disabilities and will develop procedures to assure that all employees with disabilities are provided appropriate assistance to evacuate buildings in cases of emergencies.

Article 9: Workers' Compensation

Section 1 – Introduction

The Federal Employees' Compensation Act (FECA) provides workers compensation to employees who become disabled due to an employment-related disease or injury sustained in the performance of duty. Administered by the U.S. Department of Labor, Office of Workers' Compensation Program (OWCP), the applicable laws and regulations are set forth in 5 U.S.C. Chapter 81 and 20 CFR Part 10.

Section 2 – Filing Requirements

- a) An employee who sustains a traumatic injury, such as a wound or other condition of the body caused by external force, in the performance of duty, must complete a written report on Form CA-1 within 30 days from the date of the traumatic injury.
- b) Employees who have reason to believe that they are suffering from an employment-related occupational disease or disability, from a condition produced in the work environment, including from an infection, exposure to toxins, poisons, or fumes, must complete a written report on Form CA-2. The completed CA-2 must be submitted to the supervisor as soon as possible but no later than thirty (30) days from the date on which the employee became aware of the occupational disease or disability.

Section 3 – Continuation of Pay

- a) In order to be eligible for Continuation of Pay (COP), an employee must submit a completed Form CA-1 in a timely manner and must begin losing time from work due to the traumatic injury within 45 days of the injury.
- b) Medical evidence supporting the disability must be provided to the Agency within 10 calendar days after filing the claim for COP on Form CA-1 and must meet other applicable requirements, set forth in 20 CFR § 10.210.
- c) If an employee sustains a job-related traumatic injury, the Agency must continue the employee's regular pay during any periods of resulting disability, up to a maximum of 45 calendar days, in accordance with the requirements of the FECA.
- d) COP is subject to taxes and all other payroll deductions that are made from regular income. Time lost on the day of traumatic injury does not count toward COP and should be charged to the appropriate category of leave.

Section 6 – Medical Examination of Treatment

If an employee sustains a work-related traumatic injury that requires immediate medical examination and/or treatment, the Agency will authorize such examination and/or treatment by providing the employee with a Form CA-16 (Authorization for Examination and/or Treatment), in accordance with the requirements of FECA.

Section 7 – Expeditious Processing

The Agency agrees to ensure that all necessary actions for the processing of claims for injury or disease compensation are carried out expeditiously.

Section 8 – Return to Work

If an employee returns to work, but is unable to return to the employee's former duties due to the employee's condition following a traumatic injury, the Agency will make all reasonable efforts to assign the employee to duties consistent with the employee's medical needs or offer appropriate employment, in accordance with the requirements of 20 C.F.R. §§ 10.505 – 10.509. Reasonable accommodations must be a consideration, if applicable.

Section 9 – Definitions

- a) **Traumatic Injury:** A condition of the body caused by a specific event or incident, or series of events or incidents, within a single day or work shift. Such a condition must be caused by an external force, including stress or strain, which is identifiable by time and place of occurrence and member of the body affected; e.g., a fall that causes a broken bone.
- b) **Occupational Disease:** A condition produced in the work environment over a period longer than one work day or shift; e.g., carpal tunnel syndrome. Occupational disease may result from systemic infections, repeated stress or strain, exposure to toxins, poisons, fumes, other continuing conditions of the work environment.

Article 10: Employee Assistance Program (EAP)

Section 1

This article will be administered in accordance with applicable Federal laws and regulations, including 5 CFR Part 792 governing Federal Employees Health and Counseling Programs.

The Agency agrees to promote an Employee Assistance Program (EAP) that provides no cost, short term, confidential counseling to assist employees with issues of a personal nature related to work and family. The program includes referral services for problems related to alcohol, drug abuse, personal/emotional, financial, marital, family, and legal matters. No employee will be required to use an EAP service unless this requirement is agreed to in writing as part of a mutually agreed upon settlement of a work-related matter.

Section 2 – Procedures

The Agency will follow the Departmental EAP program and will notify the Union of any proposed changes to that program. Union comments and recommendations will be considered in connection with any such changes. Prior to implementing changes to the EAP that affect working conditions of bargaining unit employees, the Agency will give notice and, upon request, bargain with the Union, to the extent required by Article 36 and the law.

Section 3 – Assistance Availability

Employee assistance services will be made available to employees upon request. The Agency agrees to assist employees by providing information and encouragement to use counseling services as needed. Should counseling appointments with an EAP Counselor require absence from duty; the employee will make the appropriate arrangements with the employee's supervisor, including requesting duty time for counseling appointments. Such duty time will be approved except when there is an immediate or pressing operational need or requirement that would preclude use of the requested time. Such duty time will not exceed eight hours for each issue for which the employee seeks EAP services (typically 1-6 counseling sessions) unless additional duty time is necessary for reasonable travel time to and from the counseling appointments. The supervisor is encouraged to approve requests for leave for any employee undergoing a prescribed program of treatment as a result of an EAP referral.

Section 4 – Confidentiality

Employee participation in, and information obtained through, the EAP is confidential and may be released only with the consent of the employee or as required by law.

Section 5 – Discipline or Adverse Action

If an employee receives a proposed disciplinary or adverse action, and the employee notifies the Agency for the first time that he or she:

- a) has a substance abuse problem that contributed significantly to the misconduct, and
- b) is seeking treatment through the EAP,

the agency will consider placing the proposed action in abeyance for a period of not more than one (1) year while the employee undergoes treatment under terms and conditions agreed to by the employee. This provision applies only in the first instance of disciplinary or adverse action linked to substance abuse and will not apply if severe, egregious or criminal misconduct is involved.

If a decision is made by the Agency to hold an action in abeyance, and there are no further instances of performance or conduct related problems at the end of the specified period, the Agency will consider rescinding and closing the pending the action.

Article 11: Hours of Work

This Article will be administered in accordance with 5 U.S.C. Chapter 61, 5 CFR Part 610, 29 CFR Part 785, the Fair Labor Standards Act (29 U.S.C. Chapter 8) and NHTSA Order 360-7A, Alternative Work Schedule, dated June 1, 2011.

Section 1 – Definitions

For purposes of this article, the following terms shall be defined as follows:

- a) *Official Hours of Operation* – 7:45 a.m. to 4:15 p.m. for NHTSA Headquarters and for Regions I, II, III, IV, VIII, IX and X; 8:00 a.m. to 4:30 p.m. for Regions V, VI and VII.
- b) *Days of Operation* – Monday through Friday, unless there is a Federal Holiday.
- c) *Basic Work Requirement* means the number of hours (not including overtime) an employee is required to work within a specified period or to be otherwise accounted for by leave or other approved absence.
- d) *Standard Work Schedule* – A schedule consisting of ten fixed 8-hour days in a biweekly pay period.
- e) *Core Hours* – A fixed portions of the workday during which an employee shall be either present for duty or otherwise accounted for by leave or other approved absences. (Core hours at NHTSA are 9:30 a.m. to 2:30 p.m. each work day, excepting 30 minutes for lunch.)
- f) *Regular Day Off (RDO)* – A calendar day that an employee is not scheduled to work under a 5-4/9 or 4/10 work schedule.
- g) *Flexible Time Bands* – The times during the workday within the tour of duty during which an employee covered by a Maxiflex work schedule may choose to vary the employee's times of arrival to and departure from the work site consistent with the duties and requirements of the position. NHTSA's flexible time bands are 6 a.m. to 9:30 a.m. and 2:30 p.m. to 6 p.m.

Section 2 – Alternative Work Schedule Program

Pursuant to NHTSA Order 360-7A, dated June 1, 2011, the Agency has implemented an Alternative Work Schedule (AWS) Program that permits full time employees, with the approval of the appropriate Agency official, to work one of three authorized AWS alternatives to the standard work schedule.

a) Authorized AWS options:

- 1) **5-4/9 Compressed Work Schedule:** A fixed schedule within a biweekly pay period, with a 9-hour work requirement for 8 days, an 8-hours work requirement for one day, and a regular day off, to completed the basic work requirement of 80 hours per biweekly pay period.
- b) **4-10 Compressed Work Schedule:** A fixed schedule within a biweekly pay period, with a work requirement of four 10-hour days and one non-work day each week, with the non-work day falling on the same day each week, to complete the basic work requirement of 80 hours per biweekly pay period.
 - 1) Employees on an approved 4/10 work schedule can select the following hours of work:

6:00 a.m. to 4:30 p.m.	6:45 a.m. to 5:15 p.m.	7:30 a.m. to 6:00 p.m.
6:15 a.m. to 4:45 p.m.	7:00 a.m. to 5:30 p.m.	
6:30 a.m. to 5:00 p.m.	7:15 a.m. to 5:45 p.m.	

- c) **Maxiflex Work Schedule:** A flexible schedule that permits an employee to complete the bi-weekly basic work requirement of 80 hours in less than 10 workdays, vary the times of arrival and departure and vary the number of hours worked each day, subject to management approval of the work schedule, provided that no such schedule may include more than two 10-hour work days per week or any work day exceeding 10 hours.
- d) **AWS Limitations:** All AWS options are subject to the following limitations:
 - 1) Hours worked may not fall outside of 6 a.m. through 6 p.m. Monday through Friday.
 - 2) The core hours that an employee must work each day, excepting 30 minutes for lunch, are 9:30 a.m. through 2:30 p.m.
 - 3) No work schedule may contain fewer than eight days over a biweekly pay period.
 - 4) Advance approval of the supervisor is required to change a Regular Day Off (RDO) or other non-work day in an AWS, provided that no RDO or other non-work day may be moved outside of the biweekly pay period (i.e. to another bi-weekly pay period).

Section 3 – Delegations of Authority

Pursuant to NHTSA Order 360-7A, Senior Associate Administrators, Associate Administrators, Office Directors, Regional Administrators, and the Chief Counsel have authority to determine which employees may use an AWS. The approval of a specific work schedule may be delegated to first-line supervisors. Only supervisors who have delegated authority may approve an AWS for specific employees.

Section 4 – Eligibility Criteria

In order to be eligible to participate in NHTSA's AWS program, an employee must maintain performance of at least Achieved Results or the equivalent and not be on a performance improvement plan.

Section 5 – Employee Tours of Duty/Work Schedules

- a) Consistent with mission requirements, upon request by an employee, the Agency will be flexible in approving participation by employees in the AWS program and employee's selection of specific AWS plans.
- b) Supervisors, with the involvement of their employees, shall develop employee tours of duty/work schedules that provide for adequate office coverage during official hours and days of operation and are otherwise necessary to accomplish the agency's mission. The Agency retains the right to determine the work objectives of any given unit and to disapprove any work schedule that does not allow those objectives to be met. The Agency also retains the authority to adjust work schedules or to disapprove any work schedule or group of work schedules to ensure adequate office coverage and service to the public, provided that the supervisor must document and provide to the employee(s) the reason for the denial or change.
- c) Employees on a Maxiflex schedule are not ensured any particular arrival or departure time, since tours of duty/work schedules must be established to ensure that duties of an employee's position are fulfilled.
- d) When operation requirements require a change in employees' permanent schedule, supervisors shall provide the employee with written notice of the change at least one pay period of advance, except in unusual circumstances (e.g., unforeseen work requirements, special projects, fire, natural disaster).

Section 6 – Meal/Lunch Periods

Meal/lunch periods are 30 minutes in duration and must be scheduled as close to the middle to an employee's tour of duty as possible. Meal/lunch periods are not compensable work time.

Section 7 – Overtime

Regardless of an employee's selected work schedule, supervisors shall ensure that employees do not work in excess of their basic work requirements of 80 hours per pay period unless officially authorized in advance by the supervisor. Employees required to work more than 80 hours per pay period are entitled to overtime pay or compensatory time off, in accordance with the Fair Labor Standards Act of 1974 (29 U.S.C. Chapter 8).

Section 8 – Procedures

- a) Employees who start, change, or discontinue an authorized work schedule must submit a Work Schedule Request Form (Attachment A to NHTSA Order 360-7A) to their supervisor for approval. Two weeks advance notice is required.
- b) Employees electing a Maxiflex Work Schedule must, in addition to submitting a Work Schedule Request Form consult biweekly with their managers about the particulars of their work schedule, to ensure that office scheduling and mission needs are being met.
- c) Employees are required to accurately reflect work hours worked in a given pay period on their time timecard. Supervisors shall ensure that their employees' work schedules are properly documented on their time and attendance records.

Section 9 – Changes in the Agency's Established Business Hours and Days of Operation

The Agency will notify the Union prior to changing the agency's Established Business Hours and Days of operation.

Section 10 – Changes in Agency's Flexible or Core Hours

The Agency will notify the Union prior to changing core or flexible hours.

Section 11 – Changes in the Agency's Alternative Work Schedule (AWS) Program

The Agency will engage in mid-term bargaining over any changes in its AWS program that affect specific offices or the Agency as a whole.

Article 12: Leave

The rules, policy, and procedures applicable to leave will be consistent with those set forth in 5 U.S.C. Chapter 63, 5 CFR Part 630, and NHTSA Order 360-5A, Absence and Leave, dated July 21, 1995, as amended as of the date of this Agreement ("NHTSA Order 360-5A").

Section 1 – Introduction

- a) The authority to approve, deny or cancel leave requests is delegated to the lowest supervisory level having personal knowledge of the work requirements and of an employee's leave record.
- b) Generally, the supervisor should evaluate leave request based on the Agency's need for an employee's services during the period of leave requested. The approving authority should deny a leave request or cancel already approved leave only when the Agency has a bona fide need for the employee's services during the relevant period, taking the need for office coverage into consideration. At the employee's request, a supervisor will provide the employee with a written statement explaining the reason or reasons for denial of a leave request.
- c) A leave request should not be denied or cancelled for arbitrary, capricious or punitive reasons.
- d) Generally, annual and sick leave will be charged only in fifteen (15) minute increments.

Section 2 – Annual Leave

- a) **Accrual:** Annual Leave will be earned, accrued, approved and used in accordance with applicable laws and regulations.
- b) **Scheduling:** The supervisor agrees to schedule annual leave in a manner that permits each employee in the bargaining unit to take vacation time.
- c) **Requests:** Requests for annual leave should be made to an employee's supervisor as far in advance as is practicable. All requests for annual leave in excess of two (2) days must be made in advance and in writing.
- d) **Emergency Requests:** The supervisor normally will grant annual leave requests made not in advance, but on an emergency basis, unless the supervisor has sound reasons to believe that a legitimate emergency does not exist or the employee's presence on duty is essential to maintenance of public health, life or property and the employee has been so notified. When an emergency requires more than one day of leave, the approving supervisor will inform the employee of any requirement for requesting approval on a day-to-day basis thereafter unless the employee requests more than one day initially.
- e) **Explanations for Requests:** A supervisor may not require an employee to provide a detailed explanation for why he or she wishes to take annual leave. Instead, when requesting annual leave, an employee may state that the purpose for the leave is for personal reasons.
- f) **Multiple Requests:** When a supervisor receives multiple requests for annual leave for a given period and cannot grant all requests due to the work needs of the office, he or she will use a first come, first serve or other equitable basis in granting such requests, at the discretion of the supervisor.
- g) **Explanation for Denials:** At the employee's request, a supervisor will provide an employee with a written statement explaining the reason or reasons for denial of an annual leave request.

- h) **Annual Use-or-Lose Notice:** The Agency will provide employees with annual notice of the date by which employees must use leave not eligible to be carried over to the following year ("use or lose") in the Earnings and Leave Statement made available electronically to the employee and also via email (e.g., via a timely posting in the Daily Communicator).

Section 3 – Sick Leave

- a) **Accrual:** Sick leave must be earned, accrued and approved in accordance with applicable laws, regulations, and this Agreement.
- b) **Requests:** Employees are expected to obtain advance written approval using the automated time and attendance system (currently the CASTLE system) for sick leave absences due to medical, dental or optical treatment, the need for which the employee knows in advance.
- c) **Emergency Requests:** Employees absent because of unforeseen illness should notify their supervisors as soon as possible, but in no case later than one hour after the scheduled start of the tour of duty (of the employee or supervisor, whichever is later), at which time the employee may request approval for use of sick leave.
- d) **Approval of Requests:** A supervisor will approve requests to use accrued sick leave, accompanied by acceptable documentation, when an employee is incapacitated for the performance of duties by:
 - 1) illness, injury or a serious health condition;
 - 2) pregnancy, childbirth, or purposes related to adoption of a child;
 - 3) to receive medical, dental, or optical treatment;
 - 4) after exposure to a contagious disease that would endanger the health of coworkers;
 - 5) care of a spouse, son, daughter or parent with a serious health condition and/or bereavement purposes, provided the employee has a sufficient sick leave balance
- e) **Documentation:** Employees will be required to furnish acceptable documentation, consistent with NHTSA Order 360-5A, to substantiate a request for sick leave if the sick leave exceeds three consecutive work days.
- f) **Substitution of Annual Leave for Sick Leave:** Upon request by the employee, an approved absence which otherwise would be chargeable to sick leave may be charged to annual leave if the request is made at the time the request for approval of the leave is submitted. However, annual leave may not be substituted retroactively for sick leave, after the Time and Attendance has been certified.
- g) **Advance Sick Leave:** The Agency does not advance sick leave to employees routinely, as a standard practice, or as a matter of right. The Agency may, but is not required to, advance sick leave to an employee for a period of between (2) weeks and thirty (30) days at one time, for serious disabilities or ailments when the criteria set forth in its Absence and Leave Order (360-5A) are satisfied.
- h) **Sick Leave Restrictions:** If a supervisor has reason to believe, based on documented evidence and/or the factors set forth in 5 U.S.C. Chapter 63 & 5 CFR Part 630, that an employee is abusing the employee's sick leave privileges or when a pattern of erratic and/or unsubstantiated absences is developing, a supervisor may take the following measures to restrict the employee's use of sick leave:

- 1) **Counseling** – The supervisor first will counsel the employee verbally and maintain a record of the counseling.
- 2) **Written Notice** – If the employee's use of sick leave continues to indicate abuse, subsequent to the verbal counseling, the supervisor will provide to the employee written notice that the employee must submit a medical certificate to substantiate all future absences for which sick leave is requested, regardless of the duration of the absence.
- 3) **Six Month Review** – After six months and at six-month intervals thereafter if the employee's use of sick leave continues to indicate abuse, the supervisor will review the requirement that a medical certificate be provided by the employee to support all requests for sick leave for the purpose of deciding whether or not to continue this requirement. Concurrent with the initial and each subsequent review, the supervisor will advise the employee, in writing, whether a medical certificate will continue to be required to support all future sick leave requests. The employee will be notified in writing when they are no longer on leave restriction.
- 4) **AWOL** – If an employee is absent after receiving written notice that he or she must submit a medical certificate to substantiate absences for which sick leave is requested, and then requests sick leave for the absence without submitting a supporting medical certificate, he or she will be considered AWOL and may be subject to disciplinary action.

Section 4 – Leave For the Birth Or Adoption Of A Child

- a) **Birth of a Child** – The supervisor will approve leave for the birth of a child at the request of the employee.
 - 1) The leave request must be supported by a medical certificate indicating the pregnancy and the expected dates of absence from duty.
 - 2) The leave may include a combination of annual leave, sick leave, and leave without pay under the Family and Medical Leave Act (FMLA).
 - 3) There is no prescribed period of absence for the birth a child. The supervisor will determine the length of the approved absence on an individual basis, taking into consideration the employee's request and the certification by the employee's physician of her absence from duty.
 - 4) An employee is entitled to use sick leave for medical appointments and treatment, childbirth, and the period of incapacitation following childbirth. A parent may use a total of up to twelve (12) weeks (480 hours) accrued sick leave to accompany the mother to prenatal appointments, to be with her during her period of hospitalization, and/or to care for her during her period of incapacitation.
- b) **Adoption** – The supervisor will approve leave for the adoption of a child by the employee at the request of the employee.
 - 1) The leave may include a combination of annual leave, sick leave, and leave without pay under the Family and Medical Leave Act (FMLA).
 - 2) There is no prescribed period of absence for the adoption of a child. The supervisor will determine the length of the approved absence on an individual basis on the basis of the employee's request.

- 3) An employee is entitled to use sick leave for purposes related to the adoption of a child such as appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; any periods of time when the employee is ordered by the adoption agency or a court to take time off from work to care for the adopted child; or any other activities necessary for the adoption to proceed.
- c) **FMLA** – An employee may request annual leave or invoke the employee's entitlement to leave without pay under the Family and Medical Leave Act (FMLA) to bond with a newborn child of the employee or child placed with the employee for adoption, and/or provide for or make arrangements for childcare.
- d) **Leave Requests** – An employee will request leave for the birth or adoption of a child as far in advance as possible to permit maximum opportunity to plan for the absence and staffing adjustments. The leave request must include the expected, approximate dates of absence from duty, the anticipated duration and the types of leave that the employee anticipates using (sick leave, annual leave and/or leave without pay).
- e) **Advance Sick Leave** – The agency will advance sick leave for the birth or adoption of a child on the same bases and under the same conditions as it typically advances sick leave to employees. If the employee resigns or is separated after having been granted advance sick leave, the employee will be required to make a cash refund for the amount of advance leave in excess of the employee's leave balance on the date of separation.
- f) **Working Conditions for Pregnant Employees**
 - 1) When an employee reports her pregnancy to the Agency, her supervisor should determine whether either her duties or working environment involve exposure to conditions that may be injurious to her health or that of her unborn child.
 - 2) If her supervisor finds that the employee has duties that may be injurious to her health or that of her unborn child, the agency will make a reasonable effort to accommodate the employee on a temporary basis.
 - 3) A pregnant employee, after consultation with her physician, may request temporary reassignment to other available work for which she is qualified, to protect her health or that of her unborn child.
 - 4) When the employee requests a temporary reassignment due to working conditions and provides the agency with a medical certificate indicating that she is incapacitated from performing the duties of her position, the supervisor will make every reasonable effort to accommodate the employee's request.
 - 5) If the Agency is unable to do so because another assignment for which the employee is qualified is not available, the Agency will place the employee on leave immediately.
- g) **Continuation of Employment** – The Agency will ensure the continued employment of an employee who takes leave for the birth or adoption of a child, in the employee's position or a position of like seniority, status and pay when he or she returns to work following the period of the employee's leave, unless termination of employment is otherwise required by expiration of appointment, by reduction-in-force, for cause, or for other reasons unrelated to the leave taken for the birth or adoption of a child.

Section 5 – Family and Medical Leave Act

- a) **Administration** – The Agency will administer leave requests made pursuant to the Family and Medical Leave Act of 1993 (FMLA) in accordance with 5 U.S.C. §§ 6381-6387 and 5 CFR Part 630, subpart L.

- b) **Eligibility** – To be eligible for coverage under the FMLA, an employee must have completed at least 12 months of civilian service with the Federal government.
- c) **Entitlement** – Eligible employees will be entitled to a total of twelve administrative workweeks of unpaid leave (leave without pay) during any 12-month period. An employee may elect to substitute any accrued annual or sick leave for the covered period (consistent with existing sick leave regulations).
- d) **Grounds for Leave** – An eligible employee may take FMLA leave for the following reasons:
 - 1) birth of a son or daughter and care of newborn (within one year after birth);
 - 2) care of spouse, son, daughter, or parent with a serious health condition;
 - 3) placement of a son or daughter with employee for adoption or foster care (within one year after placement); or
 - 4) serious health condition of employee that makes employee unable to perform duties of the employee's position.
- e) **Continuation of Employment and Benefits** – An employee who takes FMLA leave is entitled to be restored to the same position with equivalent benefits, pay status and other terms and conditions of employment. The leave will not result in the loss of any employment benefit accrued before the leave began. If the employee uses leave without pay, he/she may elect to continue Federal Employee Health Benefits (FEHB) coverage and make arrangements to pay the employee contribution
- f) **Requirements** – Eligible employees will provide at least 30 days notice of the need for FMLA leave, as practicable, by submitting an application for FMLA leave to the Agency. An employee is required to submit a supporting medical certification with the employee's application. The Agency may obtain additional medical opinions, in accordance with applicable regulations, if it doubts the validity of the original certification or disputes the grounds for eligibility.

Section 6 – Excused Absence

- a) **Definition** – An excused absence (frequently called “administrative leave”) is an absence from duty administratively authorized by supervisors without loss of pay and without charge to leave.
- b) **Eligibility for Excused Absence** – With the exception of emergency conditions, an employee must be in duty status at the beginning and/or end of a period of excused absence in order to receive benefit of the excused time. The absence, if approved, would otherwise be charged to the appropriate leave category.
- c) **Registration and Voting** – The Agency will excuse employees for purposes of voter registration and voting in civil elections, in accordance with applicable laws and regulations.
- d) **Donating Blood** – Employees who donate blood to the Red Cross or other recognized Blood Banks will be excused from duty for a period of not more than four hours, including travel, and any necessary recovery time following the donation.
- e) **Preventative Medical Program Participation** – When an agency-sponsored preventive medical program offers health education, physical examinations, or immunizations, employees may be excused from duty for the length of time required for participation in such program.

Section 7 – Court Leave

- a) **Definition** – Court leave is paid time off without charge to leave or loss of compensation for service as a juror or for attending court in a nonofficial capacity as a witness on behalf of the United States or the District of Columbia. The court may be a State, Federal, or District of Columbia court. For court leave purposes, municipal courts are considered State courts.
- b) **Administration** – The Agency will provide employees with court leave and employees will provide documentation to the Agency in accordance with 5 U.S.C. §§ 5515, 5537 and 6322, and other applicable statutes, regulations and policies.
- c) **Pay Status Requirement** – The Agency will grant court leave only for days within the employee's regularly scheduled tour of duty when he/she otherwise would be in a duty or pay status.
- d) **Leave Period** – The leave will start on the date on which the employee must report to the court, as identified in the summons, and will run until the date on which the court discharges the employee from service. It does not include:
 - 1) time during which the employee is excused or discharged by the court for an indefinite period subject to recall by the court; or
 - 2) time during which the employee is excused or discharged for one (1) or more days or for a substantial part of a day.

Section 8 – Military Leave

- a) **Administration** – The Agency will grant military leave to eligible employees in accordance with 5 U.S.C. § 5519, 5 U.S.C. § 6323, Public Law 106-554 (December 21, 2000), Public Law 108-136 (November 24, 2003), and other applicable states, regulations and policies.
- b) **Eligibility** – A full-time employee who is a reservist of the Armed Forces or a member of the National Guard is entitled to military leave for active duty or for training, in accordance with applicable statutes, regulations and policies.
- c) **Pay Status Requirement** – The Agency will grant military leave only for days within the employee's regularly scheduled tour of duty when he/she otherwise would be in a duty or pay status.

Section 9 – Leave Without Pay

- a) **Definition** – Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty authorized by the Agency.
- b) **Entitlements** – An employee is entitled to LWOP status in the following circumstances:
 - 1) **Medical Treatment for Disabled Veterans** – Disabled veterans are entitled to LWOP status for medical treatment, examinations and absences from duty in connection with their disability after presenting an official statement from a medical authority that such treatment is required. An employee must give prior notice of the period during which the employee's absence for treatment will occur.
 - 2) **Military Duty** – Full time employees who are Military reservists or National Guardsmen are entitled to LWOP status for the time periods during which they are required to perform active duty or training if they have exhausted their military leave or are not entitled to military leave, in accordance with applicable laws and policy.
 - 3) **FMLA** – Eligible employees are entitled to LWOP status for certain family and medical needs covered by the FLMA (detailed above in Section 5 of this Article).

- 4) **Workers Compensation** – Employees are entitled to LWOP status for the period during which they are receiving worker's compensation payments from the U.S. Department of Labor.
- c) **LWOP to Serve in Certain Union Offices** – The Agency will approve LWOP for one (1) bargaining unit employee for a period of up to one (1) year in the event that the employee is elected to any union office that requires full-time service. The Agency may grant a one year extension of LWOP status for this purpose.
- d) **Discretionary Grants of LWOP** – The Agency may grant LWOP in other circumstances, but will not do so unless the leave will result in:
 - 1) Better work performance;
 - 2) Protection or improvement of the employee's health;
 - 3) Retention of a desirable employee; or
 - 4) Furtherance of a program of interest to the government (e.g., Peace Corps volunteers).
- e) **Substitution for Annual Leave** – An employee at his option may substitute LWOP for annual leave in the following situations:
 - 1) Officers and/or duly elected delegates of the union for attendance at the union's biennial convention;
 - 2) For leave granted in conjunction with a death in the immediate family.

Section 10 – Absent Without Leave (AWOL)

- a) **Definition** – Absence Without Leave (AWOL) is a temporary non-pay status and absence from duty not authorized by the Agency.
- b) **Administration** – A supervisor may charge an employee with AWOL for a period during which the employee is absent from duty without supervisory approval, including for tardiness or for a period for which the agency denied an employee's request for leave.
- c) **Pay Status** – An employee is entitled to and will receive no pay for an AWOL period.
- d) **Disciplinary Status** – Recording an employee's unauthorized absence or tardiness as "AWOL" is not a disciplinary action but it may serve as the basis for disciplinary action.

Section 11 – Holidays and Special Observances

- a) **Weekend Holidays** – For employees working a Monday through Friday work schedule, holidays falling on a weekend will be observed as follows:
 - 1) If a holiday falls on a Saturday, the preceding Friday is the in-lieu-of holiday;
 - 2) If a holiday falls on Sunday, the following Monday is the in-lieu-of holiday;
 - 3) If a holiday falls on the non-workday of an employee, other than Saturday or Sunday, the preceding workday is the employee's in-lieu-of holiday.

b) Religious Observance –

- 1) When an employee has personal religious beliefs that require abstention from work during periods of the workday or workweek, the Agency will grant annual leave or, upon the request of the employee, LWOP or compensatory time off for such religious observances.
- 2) When the employee requests and the Agency grants compensatory time off for religious observance, in each instance the Agency will afford the employee the opportunity to earn such compensatory time-off hours.
- 3) An employee may work compensatory time off for religious observances hours before or after taking such compensatory time off on an hour for hour basis. A grant of advance compensatory time off for religious observances will be repaid by the appropriate amount of compensatory time off for religious observances worked within six (6) pay periods or such time will be charged to annual leave.
- 4) Compensatory time worked to repay time off for religious observance is not subject to premium pay provisions applicable to overtime hours.

Article 13: Tardiness

Section 1 – Employees' Responsibility

All employees are responsible for reporting to work promptly at the beginning of their assigned work shifts. Failure to arrive promptly not only reflects badly on the work habits of the late employee but places a burden on other employees who may be called upon to perform the work of the late employee. Employees must make every reasonable effort to be at their assigned areas and ready for work at their specified start time.

Section 2 – Supervisors' Discretion

- a) Immediate supervisors are responsible, on a case-by-case basis, for addressing the tardiness of the employees whom they supervise.
- b) An employee's supervisor may excuse without charge to annual leave infrequent or unavoidable absence from duty of less than one hour, including tardiness, if the tardiness is the result of circumstances beyond the control of the employee. If leave is charged, it will be in increments of fifteen minutes. Unavoidable absence or tardiness of one hour or more will be charged to annual leave, except as provided in section c. below.
- c) The supervisor also may handle tardiness in one of the following manners:
 - 1) The supervisor may require the employee to compensate for the absence by additional work for an equivalent period, if the tardiness is a rare occasion for the employee.
 - 2) The absence may be charged against any compensatory time to the employee's credit.
 - 3) The supervisor may approve the employee's request for the use of annual leave or leave without pay for the period of absence.
- d) When an employee is tardy on an excessive or habitual basis, the employee's supervisor may decline to excuse the tardiness and instead may charge the employee with AWOL. Before AWOL can be charged, however, the supervisor must document that the employee has engaged in a clear pattern of excessive or habitual tardiness.

Article 14: Overtime

Section 1 – Overview

- a) The Agency may require employees to work overtime to meet mission requirements.
- b) Compensation for overtime work will be made in accordance with 29 U.S.C. Chapter 8, 5 U.S.C. Chapter 55 and 5 CFR Parts 550 and 551.

Section 2 – Selection for Overtime Assignments

- a) When a supervisor decides to assign overtime, he or she should distribute overtime assignments equitably among employees in the same organizational unit who perform the same type of duties and who possess the skills and abilities for the assignment.
- b) In selecting qualified employees to perform overtime assignments, a supervisor must balance the needs of the Agency with the needs of the Agency's employees.
- c) A supervisor will give employees selected to perform overtime assignment as much advanced notice as is practicable under the circumstances.
- d) The participation or non-participation of an employee in voluntary overtime will not in any manner reflect in the employee's evaluation.

Section 3 – Procedures

- a) An employee may not perform overtime work unless authorized to do so in advance by the employee's supervisor.
- b) The overtime being worked must be approved in advance by the employee's supervisor and documented in the time and attendance system (currently CASTLE).
- c) When allowable under controlling laws and regulations, employees may request compensatory time in lieu of overtime pay.
- d) Compensatory time off earned must be used by the end of the 26th pay period after such time was earned.
- e) The Agency will pay FLSA non-exempt employees for any unused compensatory time off earned in lieu of overtime pay to the employee's credit, upon expiration of 26 pay periods or upon separation of the employee from the agency, at the overtime rate in effect when the compensatory time off was earned.
- f) FLSA exempt employees will forfeit such unused compensatory time off earned in lieu of overtime pay to the employee's credit, upon expiration of 26 pay periods or upon separation of the employee from the agency.

Article 15: Telework

The Agency's telework program is established under the authority of Section 359 of the FY 2001 DOT Appropriations Act, enacted October 23, 2000 (P.L. 106-346).

Section 1 – Introduction

- a) The agency will permit all eligible employees to participate in its telework program, consistent with the policy set forth in [NHTSA Order 137-C](#) (Telecommuting Program), dated April 8, 2005.
- b) The agency has the discretion to grant, refuse or withdraw authorization to telework based on work requirements and employee performance. However, the Agency may not do so in a manner that is arbitrary or conflicts with this Article, and must do so in writing.
- c) Supervisors are responsible for applying the eligibility criteria specified in this Article and in NHTSA Order 137-C to determine if job characteristics of a particular position and the incumbent of that position are eligible for telework.
- d) Supervisors, employees, and their representatives will work together to ensure that telework programs meet the work needs of the Agency.
- e) Telework may not be used as a means to provide child or elder care services at home, or to perform any other activities unrelated to an employee's official duties.

Section 2 – Position Eligibility Criteria

Jobs are appropriate for telework if they have the following characteristics:

- a) Work activities are portable;
- b) Data and systems security requirements, including sensitivity and Privacy Act concerns, are adequately addressed;
- c) Necessary material and information can be moved readily to and from the Federal office;
- d) Periodically working on site allows sufficient access to necessary specialized equipment;
- e) Technology for off-site work is available, if needed;
- f) Close supervision or daily input from sources accessible only on site is not required;
- g) Contact with employees and customers can be performed electronically or by telephone without adversely affecting customer service or productivity; and
- h) Other position characteristics that management determines to be appropriate.

Section 3 – Eligible Employees

In order to be eligible for telework, employees must:

- a) Hold a position with characteristics that are appropriate for telework;
- b) Maintain performance of at least Achieved Result or the equivalent, with no Performance Improvement Plan currently in effect;
- c) Comply with the laws, regulations and standards of conduct applicable to Federal and agency employees, including but not limited to the Hatch Act and Standards of Ethical Conduct (5 C.F.R. 2635); and

- d) Comply with the terms of the telework policy set forth in NHTSA Order 137-C.

Section 4 – Information Security

The Agency will ensure that data subject to the provisions of the Privacy Act, proprietary information and other sensitive data are handled and protected in accordance with applicable laws, regulations and policies.

Section 5 – Modification of Telework Agreement

- a) A supervisor may modify or terminate an employee's telework Agreement if the employee no longer meets the eligibility criteria set forth in Section 3 or the Agreement has an adverse impact on agency operations.
- b) A supervisor's decision to modify or terminate a telework agreement may not be made for arbitrary reasons, must be in accordance with the terms of this Article and must be in writing.

Section 6 – Telework Training

- a) The Agency will provide telework training to all eligible employees.
- b) An employee must complete telework training prior to being approved to participate in the agency's telework program and must complete refresher training, if requested.

Section 7 – Special Situations on a Telework Day

A supervisor may require an employee to return to the employee's official duty station on a scheduled telework day to satisfy bona fide operational requirements. However, the decision to do so may not be made arbitrarily.

Section 8 – Performance Expectations

Supervisors must evaluate the performance of employees participating in the agency telework program without regard to telework status.

Article 16: Transit Benefits

5 U.S.C. § 7905 authorizes Federal Agencies to establish programs to encourage employees to use means other than single-occupancy motor vehicles to travel to and from work.

- a) The Agency will support the transit subsidy program to the maximum extent allowable as a tax-free benefit under the Internal Revenue Service Code.
- b) If the agency determines that, due to budgetary constraints, it is unable to continue to provide employees with the maximum allowable transit subsidy, it will notify the Union in a timely manner and the Union may choose to re-open negotiations.
- c) The amount of a transit subsidy depends on the employee's allowable commuting costs, consistent with applicable law, regulation and the [DOT Transit Benefit Program Policy and Guidance](#), dated April 2008.

Article 17: Travel

The rules, policy, and procedures applicable to travel will be consistent with the Federal Travel Regulation (FTR) (41 CFR Chapters [300-301](#)) and Appendix A, DOT Order 1500.11, Department of Transportation Travel Guiding Principles, dated August 1, 1995, as amended as of the date of this Agreement (DTGP)

Section 1 – Scheduling

The parties agree that, in so far as practical, the agency will not require employees to travel during non-duty work hours (e.g. weekends, holidays, and leave periods). To the maximum extent possible, the agency will schedule time to be spent by an employee away from the employee's official duty station (ODS) during the employee's regularly scheduled work week.

Section 2 – Hours of Work

- a) In accordance with 5 U.S.C. § 5542(b)(2) and 5 CFR § 550.112(g), time in travel status, away from an employee's ODS, constitutes hours of work when it occurs within the days and hours of an employee's regularly scheduled administrative workweek, including regularly scheduled overtime hours.
- b) Official travel away from an employee's ODS also may be considered hours of work if the travel is outside the hours of the employee's regularly scheduled administrative workweek, is ordered or approved, and meets one of the following four conditions:
 - 1) involves the performance of work while traveling (such as driving a loaded truck);
 - 2) is incident to travel that involves the performance of work while traveling (such as driving an empty truck back to its point of origin);
 - 3) is carried out under arduous and unusual conditions (e.g., travel on rough terrain or under extremely severe weather conditions);
 - 4) results from an event that could not be scheduled or controlled administratively by any individual or agency in the executive branch of Government (such as training scheduled solely by a private firm or a job-related court appearance required by a court subpoena).
- c) The agency may not adjust an employee's normal regularly scheduled administrative workweek solely to include travel hours that would not otherwise be considered hours of work.

Section 3 – Compensatory Time

- a) In accordance with 5 U.S.C. § 5550b and 5 CFR Part 550, Subpart N, in connection with official travel, an employee may earn compensatory time off for time spent in a travel status away from the employee's ODS when such time is not otherwise compensable.
- b) For the purpose of compensatory time off for travel, time in a travel status includes—
 - 1) Time spent traveling between the official duty station and a temporary duty station;
 - 2) Time spent traveling between two temporary duty stations; and
 - 3) The "usual waiting time" preceding or interrupting such travel.
- c) An "extended" waiting period—i.e., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for the employee's own purposes—is not considered time in a travel status.

- d) Travel outside of regular working hours may be subject to an offset for commuting or meal time under by 5 CFR Part 550, Subpart N.

Section 4 – Transportation

- a) When an employee must travel for work, the agency may select the method of transportation that is most advantageous to the government, when cost and other factors are considered, including those detailed in 5 U.S.C. § 5733 and § 301-10.4 of the FTR.
- b) When performing official travel, including local travel, employees are entitled to payment for transportation expenses in accordance with the FTR and DTGP.
- c) The agency may not require an employee to use the employee's personally owned vehicle for official travel. However, when an employee is authorized to use the employee's personally owned vehicle for official travel, the agency will reimburse the employee for mileage expenses in accordance with (b) above.

Section 5: Per Diem

An employee is entitled to a per diem allowance when performing official travel away for the employee's ODS, in accordance with Chapter 301 of the FTR.

Section 6 – Travel Orders and Vouchers

- a) All agency personnel must process travel orders and vouchers through the DOT Enterprise Travel Management System required by the Department.
- b) Under DOT policy, employees currently are required to submit travel vouchers within five (5) business days of the last day of travel as specified on an approved travel authorization. Failure to do so may result in a delay of reimbursement. Employees in travel status for an extended period of time must submit travel vouchers at least every twenty-one (21) calendar days.
- c) The agency will make a good faith effort to provide whatever approvals are necessary within the DOT Enterprise Travel Management System to ensure that travel vouchers submitted by employees are forwarded to the agency's accounting contractor (currently the FAA's OKC facility) for processing within 10 working days after an accurate and complete voucher is entered into that system.

Article 18: Government Travel Cards

Section 1 – Introduction

Federal law requires that all government personnel use government-sponsored, contractor-issued travel cards (“Government Travel Cards”) to pay for the costs incident to official travel unless exempted. A Government travel card is a charge card or a prepaid card account established by a contractual commercial institution for DOT itself or for individual employees.

The DOT travel card program includes three types of travel cards-

- a) **Individual Travel Cards** issued to individual DOT employees who travel two (2) or more times within a consecutive twelve (12) month period (“Frequent Travelers”) and who then are responsible for payment in full of undisputed balances in monthly billing statements from the travel card service provider.
- b) **Centrally-Billed Accounts (CBAs)** issued to DOT Operating Administrations; and
- c) **Pre-Paid Travel Cards** issued to DOT employees who are infrequent travelers.

Section 2 – Governing Law, Regulation and Policy

The Parties agree that employees will obtain and use Government Travel Cards in accordance with the FTR, Appendix B to OMB Circular A-123 and the Department of Transportation Travel Card Management Policy, dated January 1, 2010 (the “DOT Travel Card Management Policy”).

Section 3 – Eligibility

Under applicable law, regulation and the DOT Travel Card Management Policy:

- a) Employees must complete DOT Government Travel Card training prior to applying to participate in DOT’s Government Travel Card program. Thereafter, employees who have been issued Government Travel Cards must undergo refresher training, at a minimum, once every three (3) years.
- b) Except as noted in section c), an employee who meets the definition of Frequent Traveler (i.e. travels two (2) or more times within a consecutive twelve (12) month period) is entitled to apply for an Individual Travel Card.
- c) DOT’s travel card service provider will assess the creditworthiness of all applicants as a basis for determining whether to issue to an applicant a restricted or unrestricted travel card. This creditworthiness assessment will not adversely affect applicants’ credit scores. The provider will not deny travel card applicants a card based upon credit worthiness assessments.
- d) Employees whose Government Travel Card accounts (within DOT or other federal agencies) have been cancelled due to travel card misuse and/or abuse are ineligible to receive DOT travel card accounts.

Section 4 – Frequent Traveler Use and Payment

Under applicable law, regulation and the DOT Travel Card Management Policy:

- a) Employees who qualify as frequent travelers must use their travel card for all expenses related to official travel and may not use personal funds (cash, personal credit cards, etc.) to pay such transactions when the travel card serves as an accepted alternate method of payment.
- b) Any use of a Government Travel Card must be in accordance with Section 2 of this article. Government Travel Cards may not be used to complete any transactions, personal or otherwise, unrelated to official travel, including paying for conference registration fees.

- c) Employees who hold Individual Travel Cards are responsible for payment in full of undisputed balances in monthly billing statement from the travel card service provider.
- d) Failure to use a Government Travel Card in the appropriate and expected manner may subject the traveling employee to administrative or disciplinary action
- e) Any failure to adhere to applicable law, regulation and/or policy, including that governing prompt payment of undisputed balances, will subject a Government Travel Card holder to administrative or disciplinary action in accordance with the penalties set forth in Table 11.4 of DOT's Travel Card Management Policy.
- f) As explained in § 9.2 of the Departments Travel Card Management Policy and as permitted by law, DOT may initiate salary offset, defined as collecting undisputed, delinquent travel card balances via direct deductions from an employee's payroll disbursement or retirement annuity, on behalf of the travel card service provider.

Section 5 – Use by Infrequent Travelers

Under applicable law, regulation and/or DOT's current Travel Card Management Policy:

- a) The agency will use its CBAs to pay for the common carrier transportation expenses of employees who have not been issued an Individual Travel Card because they are infrequent travelers.
- b) As a method of payment for travel expended (excluding common carrier transportation costs), the agency will issue Pre-Paid travel cards to employees authorized to travel who are infrequent travelers, except those employees whose Government Travel Card accounts have been cancelled due to travel card misuse and/or abuse.
- c) Except as approved in writing on a trip by trip basis at the Associate Administrator level, employees whose Government Travel Card accounts (within DOT or other federal agencies) have been cancelled due to travel card misuse and/or abuse may not use the CBA as a method of payment for common carrier transportation expenses.
- d) Employees may not use Pre-Paid travel cards to complete any transactions, personal or otherwise, unrelated to official travel, including paying for conference registration fees.

Article 19: Orientation of New Employees

An effective Orientation Program will help establish an effective, diverse and motivated work force by ensuring that all new employees receive information regarding their rights, benefits, roles and responsibilities as Agency employees. The Agency will conduct the Orientation Program in accordance with 5 U.S.C. Chapter 41, 5 CFR Part 410, 5 CFR § 724.203 and this Article.

Section 1 – Frequency

The Agency will conduct the Orientation Program on a periodic basis, generally every 2 weeks, and will make a good faith effort to ensure that all new employees attend either in person or via teleconference. The Agency will notify participants in advance of the date and time of orientation. All new employees will receive either hard or electronic copies of all orientation information.

Section 2 – Content

The Agency will determine the length, content and agenda of the orientation. The Union will be given an opportunity to address new bargaining unit employees as part of orientation, but agrees not to discuss internal Union business. If a bargaining unit employee is unable to attend a scheduled orientation session, the Union may meet with the employee individually or may address the new employee during the next orientation session.

Section 3 – Attendees

The Agency will provide orientation presenters with the name, position, title, grade/series and office of each new employee at least one day in advance of the orientation.

Article 20: Merit Promotion

The rules, policy, and procedures applicable to the Merit Promotion process will be consistent with those set forth in 5 CFR Part 335 and NHTSA Order 333-1D, Merit Promotion Plan, dated April 23, 2007.

Merit Promotion Plan – Except as otherwise specifically authorized by OPM an Agency may make promotions under 5 CFR § 335.102 only to positions for which the Agency has adopted and is administering a program designed to ensure a systematic means of selection for promotion according to the merit.

Section 1 – Introduction

The parties agree that NHTSA will fill vacant positions in the competitive service by placement or promotion from among the best qualified candidates available. Selections will be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital or parental status, race, color, sex, national origin, sexual orientation, non-disqualifying physical handicap, or age, and will be based solely on job-related criteria.

Section 2 – NHTSA's Application Procedures

- a) NHTSA uses a web-based application system, currently known as Hiring Management that automates both internal and external hiring processes. The automated system allows potential candidates for employment to apply for positions on-line electronically by submitting a resume and answering job-related questions.
- b) The Automated Staffing Office, within the Federal Highway Administration, serves as executive agent for NHTSA and manages the agency's hiring system.
- c) NHTSA's vacancy announcements are posted on USAJOBS, which interfaces with Hiring Management. Generally, vacancy announcements for bargaining unit positions will state that NHTSA is a Local 3313 Bargaining Unit Agency. Vacancy announcements also are posted on NHTSA's internal website. Vacancy announcements for positions open to NHTSA employees only are posted in the Daily Communicator, NHTSA's internal newsletter.
- d) If applying online poses a hardship to any applicant, the applicant may request a hard copy of an application package from the Automated Staffing Office prior to the vacancy announcement closing date.

Section 3 – Certification and Referral Process

- a) The Automated Staffing Office will refer to NHTSA for consideration on a merit staffing certificate only those candidates rated as Best Qualified by that office.
- b) A staffing certificate must identify certified candidates in separate categories for promotion/noncompetitive and for different grades levels.

Section 4 – Selection Process

- a) Senior Associate Administrators or their designees are the selecting officials for positions under their respective jurisdictions. A selecting official is responsible for taking timely action on a certificate in accordance with instructions contained on the certificate.
- b) The selecting official may choose any candidate from among those who have been certified and rated as Best Qualified based on the employee's judgment of how well candidates will perform in the position being filled. A selecting official must ensure that all candidates receive fair consideration.
- c) After completion of the merit promotion process (i.e., after a candidate is selected and approved, and has accepted the position being competed), an applicant may request, in writing, the following information from the Executive Agent or Office of Human Resources:

- 1) whether the applicant met minimum qualification requirements;
- 2) the applicant's own rating and the sanitized rating sheet (devoid of names, personal identifiers or weighted data of other applicants for the position) showing the ratings of other candidates;
- 3) whether the applicant was certified to the selecting official as one of the "Best Qualified" candidates; and
- 4) the name of the applicant selected.

Section 5 – Complaint Process

NHTSA will make every effort to provide an appropriate explanation or information with regard to a particular action or the Merit Promotion Plan. If the matter cannot be resolved in this manner, the employee will have the option of filing a complaint under the negotiated grievance procedures or the Equal Opportunity complaint procedures, as appropriate.

Section 6 – Promotions

The competitive procedures set forth in NHTSA's Merit Promotion Plan apply to all promotions to competitive positions Grade GS-15 and below, including:

- a) **Temporary Promotion:** must be for a definite period of one (1) year or less, and may be extended up to one (1) additional year.

An employee selected for a temporary promotion must be informed in writing of the following information:

- 1) the particular circumstances that make a temporary rather than permanent promotion appropriate;
- 2) the temporary nature, including expected duration, of the action and all conditions relating to it; and
- 3) the fact that the employee will return to the employee's regular position and pay when no longer needed, whether or not the expected period has ended.

Prior to any temporary promotion, the Agency should obtain from the employee a signed statement acknowledging that he or she understands and accepts the conditions of the temporary promotion.

Acceptance of a temporary promotion will not affect an employee's consideration for a permanent promotion or reassignment. A temporary promotion may be made permanent without further competition, provided the temporary promotion originally was made under competitive procedures.

- b) **Term Promotion:** requires entering into a formal agreement with OPM.
 - 1) Competitive promotion procedures must be used for term promotion to a higher grade than an employee previously held on a permanent basis.
 - 2) The promotion may be for a limited term, in excess of two (2) years but not more than four (4) years, to complete a designated project, or as part of a planned rotational system for a definite period.

The following promotions are not subject to competitive promotion procedures:

- a) **Career or Career Ladder Promotion:** when an initial selection for promotion is made through competitive procedures, including when employees initially are selected from:
 - 1) an OPM or Delegating Examining Unit (DEU) certificate of eligible employees; or
 - 2) a merit promotion competition within the agency.
- b) **Accretion of Duties:** when an employee's position is reclassified at a high grade because of additional duties and responsibilities.
- c) **Noncompetitive Re-promotion** (to the highest actual grade previously held): when all of the following conditions are met:
 - 1) the employee was not demoted or separated from that grade because
 - 2) of deficiencies in performance or "for cause" reason, and
 - 3) the highest grade previously held was on a permanent basis under a career or career-conditional appointment based on an interchange agreement for movement between the competitive service and another merit system, and
 - 4) the full performance level of the position to be filled is at no higher grade than (a) the full performance level of the employee's current position, or (b) the highest actual grade previously held.

Article 21: Position Descriptions

Introduction: The Agency will create and use position descriptions in accordance with 5 U.S.C. Chapter 51, 5 CFR Part 511, OPM Guidance and this Article.

Section 1 – Contents

- a) A position description is a statement of the major duties assigned to an employee, the employee's responsibilities for carrying out those duties, and supervisory relationships of a given position. It should include enough information so that the Agency can properly classify the position when the description is supplemented by other information about the organization's structure, mission, and procedures.
- b) The Parties agree that position descriptions will reflect the duties and functions performed by employees.
- c) All position descriptions must include a statement signed by the immediate supervisor certifying to the accuracy of the position description.
- d) Qualification requirements should be evident from reading the description and specialized requirements not readily apparent from the description should be specifically mentioned and supported by the described duties.
- e) The Agency will ensure that all positions are properly classified and that such classifications are approved by OPM.
- f) The Parties agree that phrases such as "other duties assigned" or "other related duties" when used in the position description generally will be interpreted as duties related to the position and at the grade level of the employee assigned to the position.

Section 2 – Modifications

- a) The Agency will not modify a position description without the knowledge of the employee and without providing to the employee an updated copy of the employee's position description.
- b) Prior to any modification of a position description that affects working conditions, the Agency will give notice and, upon request, bargain with the Union, to the extent required by law.

Article 22: Performance Management Program

The Agency will administer its performance management program in accordance with 5 U.S.C. Chapter 43 and 5 CFR Part 430.

Section 1 – Introduction

The performance management program represents an opportunity for supervisors to communicate to employees fair and equitable performance expectations and goals for the employees. Supervisors will evaluate employee performance on the basis of goals that are tied to accomplishing the organization's mission and objectives. Supervisors will establish clear written performance standards and critical job elements for each occupied position. These performance standards and job elements will enable employees to understand expectations regarding the quality and quantity of work needed in support of the Agency's mission and operational requirements.

Section 2 – Performance Standards, Evaluations and Ratings

- a) Employees and supervisors will work collaboratively to establish written performance standards identifying the critical job elements for each employee's assigned position, including at a minimum, goals and work expectations. An employee may choose not to participate, or may disagree with the standards or elements (and may refuse to sign the Performance Evaluation Plan). In all cases, the supervisor must finalize the performance standards for the position.
- b) Critical job elements must be consistent with an employee's position description and organizational mission requirements and be identified on the basis of the major duties and responsibilities of the position. Written performance standards should be kept as simple, objective and precise as possible. A supervisor must inform an employee about changes in a position that may occur during the evaluation period that would require a revision of the employee's performance standards and must document such changes in writing.
- c) Employees and supervisors should work cooperatively to try to resolve performance standard disagreements, including obtaining assistance from the reviewing official (i.e., a second-level supervisor).
- d) A supervisor must evaluate an employee's performance in a fair and equitable manner, on the basis of critical and other job elements and pre-established performance standards so as to improve performance in support of organizational goals.
- e) Any attachments to the Performance Evaluation will be signed and dated by the employee.
- f) Employees must be evaluated by the employee's immediate supervisor.
- g) Supervisors must rate employees using levels of meaningful distinctions: Achieved Excellence, Exceeded Expectations, Achieved Results, and Unsatisfactory, or as agreed by the Parties in accordance with Article 36 (Mid-term Bargaining).
- h) The Agency will not impose quotas or forced distributions when rating employees.
- i) A reviewing official is required to sign the appraisals of each employee issued a rating of "Unsatisfactory".

Section 3 – Progress Reviews

Supervisors will conduct mid-point progress reviews. Additionally, supervisors are encouraged to provide continuous feedback to employees throughout the evaluation period.

- a) Supervisors will document the results of the Mid-Term Progress Review on the Performance

Evaluation Plan (PEP), which both supervisor and employee should sign.

- b) At the end of each evaluation period, the Agency will place the completed PEP in each employee's eOPF.

Section 4 – Evaluation During Details

- a) When the Agency officially details an employee to another position, either under the same or to a different supervisor, for a period of 120 days or more, the detail supervisor will establish performance standards and critical job elements for the position.
- b) Within 45 days after an employee completes a detail, the detail supervisor will evaluate the employee's performance on the basis of the detail standards and job elements.
- c) The Agency will maintain official performance records relating to details, as prescribed by regulation, and will make such performance records available for review by the employee performing the detail.
- d) Only individuals directly in an employee's chain of command/supervision and those with an official need to know may have access to an employee's detail performance records.

Section 5 – Denial of a Within-Grade Increase

Within-Grade Increases (WIGIs), also referred to as "step increases," are periodic raises in the rate of basic pay from one step in an employee's pay grade to the next higher step. An employee generally is advanced to the next step within a grade after completion of the required waiting period, provided the employee's supervisor certifies that the employee is performing at an acceptable level of competence. The regulation governing WIGIs is set forth in 5 CFR Part 531, Subpart D.

- a) When a supervisor determines that an employee's work performance is not at the acceptable level of competence, the supervisor will provide the employee with written notification of the determination and withholding of the WIGI, including instances of performance which resulted in the determination/denial. The written notice also should state how employee must improve the employee's performance in order to receive the WIGI.
- b) The notice should inform an employee of the employee's right to request administrative reconsideration, to whom the request should be made, and the time limit within which the employee must request reconsideration. An Agency must make a reconsideration decision no later than 15 days after the date of the scheduled WIGI. An employee may appeal a reconsideration decision only through the grievance or arbitration procedures set forth in this Agreement.
- c) The supervisor may at any time prepare a new rating of record for the employee and grant the WIGI if the supervisor determines that the employee has demonstrated sustained performance at the "Achieved Results" or a higher level. If the supervisor prepares a new rating, it should be prepared no more than 52 weeks following the original eligibility date of the WIGI.

Section 6 – Unsatisfactory Rating

- a) A supervisor may determine at any time during the performance period that an employee's performance is unacceptable in one or more critical elements. The supervisor must have documented evidence of the unacceptable performance and inform the employee of the basis for the unacceptable rating. The supervisor must deny a WIGI to an employee if the employee's last rating of record is unsatisfactory.

- b) The supervisor must place an employee issued a rating of “unsatisfactory” on a Performance Improvement Plan (PIP). The period for the PIP may vary, depending on the nature of the position, the type of assistance planned and other factors. A PIP may be for a period of between 30 and 120 days. A PIP must identify specifically, in writing, the areas of unacceptable performance, provide examples of how the employee’s performance failed to meet the employee’s performance standards, and specify the ways in which an employee must bring the employee’s performance up to an acceptable level.
- c) If, at the end of a PIP period, a supervisor determines that an employee failed to meet the requirements of the PIP, the supervisor must issue to the employee a thirty (30) calendar day advance notice of a proposed reduction in grade or removal containing the following:
 - 1) the action proposed;
 - 2) the critical elements of the employee’s position in which the employee’s performance is unacceptable;
 - 3) the specific instances of unacceptable performance on which the present action is based;
 - 4) the employee’s right to be represented;
 - 5) information stating that the employee is entitled to respond orally and/or in writing within a specified time period;
 - 6) the name of the individual to whom the response will be made;
 - 7) a statement that the employee will be retained in an active duty status in the employee’s current position during the notice period; and
 - 8) a statement that a decision as to the reduction in grade or removal will be made no sooner than thirty (30) calendar days after the receipt of the notice.
- d) The Agency will issue a final written decision specifying whether the employee will be retained, reduced in grade or removed. If the Agency decision is to reduce in grade or remove the employee, the decision will specify the reason and the effective date of the action to be taken. The decision also will notify the employee of the employee’s right to appeal the Agency’s decision to the Merit Systems Protection Board.

Article 23: Award Programs

The Agency will conduct any award programs in accordance with 5 U.S.C. Chapter 45 and 5 CFR Part 451.

- a) The Agency's award programs are intended to recognize employee achievements that contribute to the Agency's mission and motivate employees to continually strive for excellence.
- b) The Agency will grant awards in a fair and equitable manner. In granting awards, supervisors will carefully appraise an employee's work, single out performance that is distinctly better than normal and determine the most suitable award commensurate with the significance and value of the accomplishment. However, awards are not an entitlement.
- c) Information concerning the agency's award programs will be included in the orientation package for all new employees.

Article 24: Details

Section 1 – Introduction

A detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to regular duties at the end of the detail. The rules and procedures applicable to details will be consistent with 5 U.S.C. § 3341 and 5 CFR Part 300, Subpart C.

Both parties agree that the Agency may use details to meet Agency needs and/or for employee career development.

Section 2 – Procedures

- a) Supervisors will select qualified employees for details on a fair and impartial basis. Supervisors will not use details to retaliate against employees. Supervisors also will provide employees with the reason, duties and timeframe for the detail.
- b) Generally, supervisors will request volunteers for details from the appropriate area. If an employee requests or volunteers for a detail, but the supervisor does not approve, the supervisor will provide the employee with a reason for the denial in writing.
- c) If there are no volunteers that have been approved by the supervisor, the supervisor will assign the detail to a qualified employee. If a supervisor assigns an employee to a detail but the employee objects, the employee is entitled to express in writing to the supervisor the employee's objection(s) to being selected for the detail.

Section 3 – Limitations

Employees may be detailed to positions at the same or lower grade levels, in increments of 120 days or less, for a maximum of one year. Details of more than 30 days and any extension will be requested through use of an SF-52 to initiate an SF-50-Notification of Personnel Action. The SF-50 will be placed electronically in the employee's e-OPF in a timely manner.

Section 4 – Position Descriptions

If an employee is detailed for more than 120 days, the detail supervisor will provide a position description or statement of duties to the employee and will attach it to the SF-52 for inclusion in the employee's eOPF.

Section 5 – Promotions

If an employee is detailed to a higher graded position for more than 30 days, the agency will promote the employee temporarily. For a detail of more than 120 days to a higher grade or a position with promotional potential greater than that of the employee's current position, the agency will follow competitive promotion procedures.

Section 6 – Performance Evaluations

- a) If the detail is more than 90 days, the detail supervisor will prepare a performance evaluation and the evaluation will be considered at the end of the employee's rating cycle by the supervisor of record.
- b) If the detail is 90 days or less, the supervisor of record may request input from the detail supervisor regarding the employee's performance and the employee will be provided that information.
- c) If an employee is detailed to a position at a lower grade level, such performance of lower graded duties will not be the basis for a lowered evaluation of the employee's performance, nor will it adversely affect the employee's ability to apply for and be considered for any job for which the employee would have been eligible had the employee not been detailed to those duties.

Section 7 – Union Officials

The agency will make a reasonable effort to avoid assigning Union officials to details that would prevent them from performing their representational duties.

Article 25: Reassignment

Reassignment is the noncompetitive change of an employee from one position to another without promotion or change to a lower grade, level or band. The regulation governing reassignment, 5 CFR § 335.102, gives an agency extensive flexibility to reassign an employee to a different position. Management's right to reassign employees is based on statutory authority codified at 5 U.S.C. § 7106. The Union's right to negotiate impact and implementation of management rights is based on statutory authority in 5 U.S.C. §§ 7116 and 7117(d)(2).

Reassignments may be either management-directed (e.g., in order to avoid reduction-in-force actions or when an employee's skills are better utilized in another equivalent position) or voluntary (employee-initiated).

The agency will give reasonable consideration to documented reasons by an employee for whom a reassignment will cause undue personal or professional hardship.

The employee will receive a Standard Form 50 from the agency documenting the reassignment and a copy of the new position description for the new job within 30 days of being reassigned.

Section 1 – Management Directed Reassignment

When making a decision to reassign employees between positions or work units, management will be guided by objective agency considerations. Management's right to reassign an employee is based on the determination that the employee is qualified for the position to which the employee will be reassigned. Management's right to reassign includes the right to reassign an employee to a position with less promotional potential than the employee's present position.

- a) Prior to directing a reassignment, the agency will consider soliciting qualified volunteers for the reassignment when the reassignment opportunity is available to more than one employee.
- b) Management may direct an employee's reassignment without a reduction in pay or grade within or to another local commuting area. Such a reassignment is not subject to Reduction in Force (RIF) procedures, as long as the employee is not reduced in grade involuntarily.
- c) Management may initiate an adverse action to involuntarily separate an employee who refuses to accept a directed reassignment to a position in the employee's present commuting area or in a different geographical area.
- d) Management is required to provide reasonable advance notice to reassigned employees when reassigning for permanent duty outside the commuting area.
- e) In lieu of reassignment, the employee may resign or retire, but the employee will not be eligible for benefits such as severance pay or priority for employment.
- f) An employee who is reassigned will be given at least 90 days to learn and perform the functions of their new position before being rated by the supervisor.

Section 2 – Voluntary Reassignment

- a) Employees may volunteer for reassignments or apply for advertised opportunities.
- b) An employee who is a qualified, reassignment-eligible employee may apply for a lateral opportunity through the merit promotion process.
- c) If an employee applies for a position at the full performance grade level that he or she held previously, the employee is deemed a non-competitive candidate who may be considered separately from the merit promotion candidates.

- d) A voluntary reassignment action initiated by an employee is not considered an adverse action.
- e) If an employee requests or volunteers for a reassignment and is denied by the supervisor, and if the employee requests written justification for that decision, the supervisor will provide the employee with written justification for the denial.

Article 26: Training

The rules and procedures applicable to NHTSA's training program will be consistent with those set forth in 5 U.S.C. Chapter 41 and 5 CFR Part 410.

Section 1 – Introduction

- a) The Parties agree that the training and development of employees is a matter of significant importance to fulfilling NHSTA's mission. Training also improves employee proficiency and qualification for more responsible job assignments and for possible future upward mobility. In furtherance of these goals, NHTSA will, within budgetary constraints and workload limitations, encourage and emphasize training required for ongoing employee development.
- b) Supervisors will assist employees in annual planning and implementation of plans for self development. NHTSA recognizes that training to meet the needs of employees to enhance their careers by upgrading their skills cannot be provided solely through in-service and inter-agency training. Employees will be afforded opportunities for adjustments in their work schedule to participate in university classes
- c) To the extent that the Agency has training funds available, NHTSA will make an effort to provide academic degree training to qualified personnel to participate in full-time study at an accredited institution of higher learning, provided:
 - 1) the study is directly related to the employee's position and will contribute to the work of the employer;
 - 2) the employee has completed a minimum amount of service, as determined the Agency; and
 - 3) the employee is rated by the employee's supervisors to be performing duties at least at an acceptable level of competence.
- d) NHTSA will provide training to its employees without regard to race, color, religion, sex, national origin, age, disability, sexual orientation or other class protected by Federal law.
- e) NHTSA will post training opportunities on its internal internet as well as on the training website.

Section 2 – Training Process

- a) An employee must submit an SF-182 Form (Authorization, Agreement and Certification of Training) to the employee's supervisor, who must notify the employee in a timely manner of the approval or disapproval of the training request.
- b) If the training request is denied, the supervisor must provide to the employee a written explanation of the reason for the denial.

Article 27: Personnel Records

Section 1 – Official Personnel Files

The official files of all personnel, including employee performance documentation, will be managed by the Office of Human Resources. NHTSA will maintain employees' e-OPFs in accordance 5 CFR 293 and other applicable OPM laws and regulations.

Section 2 – Employee Rights

Employees have the right to examine the contents of their personnel files, at any time, by accessing electronically their Electronic Official Personnel Folder (e-OPF).

Section 3 – Supervisory Notes

- a) Supervisors may retain supervisory notes, commonly referred to as “memory joggers”. These notes are considered to be mere extensions of a supervisor's memory and are not Agency records subject to the record keeping or other requirements of applicable laws and regulations, including the Privacy Act. Except as provided in Section 3 of this Article, these notes may be retained or discarded, at the discretion of the supervisor. Supervisors must maintain such notes in a secure manner and not disclose them outside of an employee's chain of command.
- b) If supervisory notes are included in Agency's records, they no longer are considered extensions of the supervisor's memory and may be subject to the record keeping and other requirements of applicable laws and regulations, including the Privacy Act.
- c) Supervisors may not use supervisory notes to circumvent proper disclosure to an employee. If supervisory notes are used in a disciplinary, adverse or performance deficiency or other personnel action, the employee is entitled to have copies of them.

Article 28: Retirement

This article will be administered in accordance with 5 CFR Part 831, as well as established OPM rules and regulations.

The Agency will provide retirement counseling on an as needed basis. Also, the Agency will provide retirement planning seminars on an annual basis, in which employees nearing eligibility for retirement (generally by 5-6 years prior to anticipated retirement date) voluntarily may participate. The training will include counseling assistance, information on, but not limited to, life and medical insurance related to retirement.

Article 29: Prohibited Personnel Practices

Section 1 – Definitions

For the purposes of this Article, a personnel action means:

- a) An appointment;
- b) A promotion;
- c) An action under 5 U.S.C. Chapter 75, or other disciplinary or corrective action;
- d) A detail, transfer, or reassignment;
- e) A reinstatement;
- f) A restoration;
- g) A re-employment;
- h) A performance evaluation under title 5 U.S.C. Chapter 43;
- i) A decision concerning pay, benefits, or awards, or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this section;
- j) A decision to order psychiatric testing or examination; and
- k) Any other significant change in duties, responsibilities, or working conditions.

Section 2 – Prohibited Practices

Any employee of NHTSA who has authority to take, direct others to take, recommend, or approve any personnel action, with respect to such authority, will not engage in the following prohibited personnel practices, as defined in 5 U.S.C. §2302(b):

- a) discriminate for or against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, sexual orientation or political affiliation;
- b) solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of:
 - 1) an evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or
 - 2) an evaluation of the character, loyalty, or suitability of such individual;
- c) coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity
- d) deceive or willfully obstruct any person with respect to such person's right to compete for employment
- e) influence any person to withdraw from competition for any position for the purpose of

improving or injuring the prospects of any other person for employment

- f) grant any preference or advantage not authorized by law, rule, or regulations to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;
- g) appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position, any individual who is a relative of such employee if such position is in the agency in which such employee is serving as a public official or over which such employee exercises jurisdiction or control as such an official;
- h) take or fail to take a personnel action with respect to any employee or applicant for employment because of
 - 1) a disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences:
 - i) a violation of any law, rule, or regulation, or
 - ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety,
 - iii) if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or.
 - 2) any disclosure to the Special Counsel, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences—
 - i) a violation of any law, rule, or regulation, or
 - ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.
- i) take or fail to take any personnel action against any employee or applicant for employment because of:
 - 1) the exercise of any appeal right granted by any law, rule, or regulation;
 - 2) testifying for or otherwise lawfully assisting any individual in the exercise of any appeal right;
 - 3) cooperating with or disclosing information to the Inspector General of an agency, or the Special Counsel, in accordance with applicable provisions of law; or
 - 4) for refusing to obey an order that would require the individual to violate a law.
- j) discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph will prohibit the employer from taking into account in determining suitability or fitness any conviction of the employee for any crime under the laws of any State, of the District of Columbia, or of the United States; or
- k) take or fail to take any personnel action if the taking of or failure to take such action violates

any law, rule, or regulation implementing, or directly concerning, the Merit System Principles contained in 5 U.S.C. § 2301 (b)(12).

Article 30: Disciplinary/Adverse Actions

Section 1 – Introduction

Disciplinary actions are written reprimands and suspensions of 14 days or less. Adverse actions are suspensions of more than 14 days, reductions-in-grade, reductions-in-pay or removals. These actions will be taken in accordance with 5 U.S.C. Chapter 75.

Performance-based actions, reductions in force (RIFs), and memoranda of caution or warning (including written admonishments) are not disciplinary actions.

An employee will be subject to disciplinary action or adverse action only for cause, to promote the efficiency of service.

Section 2 – Douglas Factors

In taking disciplinary or adverse actions, a supervisor will consider a list of mitigating and/or aggravating factors known as the *Douglas Factors* (set forth in Appendix B) in proposing a penalty.

Section 4 – Proposal

When a supervisor proposes to suspend, demote or remove an employee, the following procedures will apply:

- a) **For Proposed Suspensions of 14 or less days:** The employee will receive notice 30 calendar days prior to the effective date of the proposed adverse action and will have 7 calendar days to answer the charges and specifications, orally and/or in writing. The employee may submit affidavits and/or other documentary evidence in support of the employee's reply. The agency may provide the employee with an extension of time in which to reply, if requested by the employee in writing, setting forth the reason for the request. Generally, the agency will not grant an extension for the reply that would have the effect of extending the notice period beyond 30 days.
- b) **For Proposed Suspensions of 15 days or more:** The employee will receive notice 30 calendar days prior to the effective date of the proposed adverse action and will have 15 calendar days to answer the charges and specifications, orally and/or in writing, subject to the exceptions set forth in 5 CFR § 752.404(d). The employee may submit affidavits and/or other documentary evidence in support of the employee's reply. The agency may provide the employee with an extension of time in which to reply, if requested by the employee in writing, setting forth the reason for the request. Generally, the agency will not grant an extension for the reply that would have the effect of extending the notice period beyond 30 days.
- c) The supervisor will provide to the employee a copy of the charges and specifications made against the employee. In the event that the employee cannot report to work, a copy of the charges and specifications will be furnished to him/her by any mail service that utilizes a tracking system.
- d) The employee and the employee's representative will be entitled to review all of the material relied upon by the Agency in proposing the action.

Section 5 – Employee Rights

The employee will have the right to:

- a) Be represented by the union in connection with any oral reply.
- b) Raise any defense allowed by applicable laws and regulations, including the employee's prior record, to the deciding official.

Section 6 – Union Rights

When an employee does not elect to have union representation, the union will be permitted to have an observer present at a meeting, provided the employee does not object.

Section 7 – Final Decision

The deciding official's final decision will contain the reasons for the deciding official's determination and will inform the employee of the employee's right to appeal to the Merit Systems Protection Board (MSPB) or to file a grievance under the negotiated grievance procedure, but not both (as stated in 5 U.S.C. § 7121). See Article 31 for the timeframes for filing a grievance.

Section 10 – Allegations of Discrimination

If the employee's appeal from a disciplinary/adverse action is based, in whole or in part, on allegation of discrimination, the employee may file an EEO complaint, as permitted by applicable law and regulations.

Section 11 – Probationary Employees

The removal of a probationary employee will not be governed by this article.

Article 31: Grievance Procedures

Section 1

The purpose of this Article is to provide prompt, orderly, and mutually acceptable resolution of grievances filed by the Parties. Every effort will be made by the Parties to settle grievances at the lowest possible level of the grievance procedure. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking resolution of grievances. This article will be administered in accordance with 5 U.S.C. §§ 7103 and 7121, other governing laws.

NOTE: Alternative Dispute Resolution (ADR) processes, including mediation, may be used at any stage in a grievance upon mutual agreement of the Parties. If ADR/mediation is used, the grievance time limits are suspended until the conclusion of the ADR process.

Section 2 – Definitions

Grievance means any complaint:

- a) By any employee concerning any matter relating to the employment of the employee;
- b) By the Union or the employer concerning any matter relating to the employment of any employee; or
- c) By any employee, the Union or the employer concerning:
 - 1) The effect, the interpretation or a claim of breach regarding a collective bargaining agreement; or
 - 2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3 – General

- a) No step of this procedure may be skipped and the time limits set forth in this Article may be extended only by mutual consent.
- b) A grievance will be filed in writing and will contain the following:
 - 1) Name of the grievant(s);
 - 2) Date the grievance is submitted;
 - 3) A statement of the circumstances giving rise to the grievance, including the date the alleged grievance arose and the responsible management official(s) alleged to be involved;
 - 4) The specific article and section of this Agreement alleged to have been violated, and/or the law, rule or regulation claimed to have been violated or the specific condition of employment in contention;
 - 5) Relief requested; and
 - 6) Union representative, if any.
- c) The procedures set forth in this Article, except as provided in 4 and 5 below, and will be the exclusive procedure available to employees and to the Parties for the resolution of grievances.
- d) Any employee will have the right to be represented by a Union representative in the

processing of any grievance filed under the provisions of this Article and the right to be accompanied by a Union representative at any meeting that the employee may attend during the processing of the grievance.

- e) An employee also has the right to file and process a grievance without Union representation. If the grievance of a non-represented employee is resolved, the resolution cannot be inconsistent with the terms and provisions of this Agreement, and the Union will have the right to be present during any meeting held as a part of the independently presented grievance, provided the employee does not object.
- f) In all cases, the employee filing a grievance or participating in a formal meeting, the Agency and the Union must complete the form set forth in Appendix C to document that each Party is aware of their right and has received required notices under law and this article.

Section 4 – Exclusions

- a) The following are specifically excluded from coverage of this Article:
 - b) Any claimed violation of Subchapter III of Chapter 73 of this title relating to prohibited political activities;
 - c) Retirement, life insurance, or health insurance;
 - d) A suspension or removal under Section 7532 of this title;
 - e) Any examination, certification or appointment;
 - f) The classification of any position that does not result in the reduction in grade or pay of an employee;
 - g) Any action that is the basis of an employee's entitlement to benefit or any determination of such benefit under 5 U.S.C. Chapter 53; and
 - h) The proposal of any action or notice of such a proposal, if the action itself, if effected, would be grievable under this procedure or any statutory appeals procedure.

Section 5 – Election of Procedures

- a) In accordance with 5 U.S.C. § 7121, an employee may raise matters covered under 5 U.S.C. § 4303 (unacceptable performance) and 5 U.S.C. § 7512 (suspensions of more than 14 days, removals, furloughs without pay for 30 days or less, or reductions in pay or grade) under either the appellate procedures of 5 U.S.C. § 7701 or the negotiated grievance procedure in this Article, but not both. An employee will be deemed to have exercised the employee's option to raise a matter under either the applicable appellate procedures or the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable appellate procedures or the employee timely files a grievance in writing in accordance with this Article, whichever event occurs first.
- b) An employee affected by a prohibited personnel practice or discrimination may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An employee will be deemed to have exercised the employee's option at such time as the employee timely files a grievance in writing or initiates an action under the applicable procedure.

Section 6 – Procedures

a) Union Grievance

- 1) Union Grievances not filed on behalf of any individual employee(s) must be filed with the Agency Administrator or the employee's designee.
- 2) A meeting may be held by mutual agreement within fifteen (15) days of filing a grievance.
- 3) A response to the Union's grievance will be provided in writing within fifteen (15) days of the meeting, if one is held, or within 15 days of the filing of the grievance, if no meeting occurs.

b) Employer Grievance

- 1) Management Grievances will be filed directly with the Local's President or the employee's designee. A meeting may be held by mutual agreement within fifteen (15) days of filing the grievance.
- 2) A response to Management's grievance will be provided in writing within fifteen (15) days of the meeting, if one is held, or within fifteen (15) days of filing the grievance, if no meeting occurs.

c) Employee Grievance

- 1) Step 1 – An employee or the employee's designee must file a grievance with the employee's immediate supervisor within fifteen (15) days of the date of the action being grieved or the date the employee first learned of its occurrence. The supervisor must provide a written response to the grievance to the employee, and the Agency's representative must provide a copy the response to the Union, within fifteen (15) days of receipt of the grievance.
- 2) Step 2 – If the grievance is unresolved, the employee or his or designee must file written Step 2 grievance with the Associate Administrator, or the equivalent, within fifteen (15) days after the immediate supervisor's response is due or received. The Associate Administrator may convene an informal meeting prior to replying to the grievance, and will respond in writing to the employee within fifteen (15) days after the date of the meeting or, if no meeting is held, within fifteen (15) days after receipt of the grievance.
- 3) Step 3 – If the grievance is still unresolved, the employee or the employee's designee must file a written Step 3 grievance with the Agency Administrator or the employee's designee within fifteen (15) days after the response from Step 2 is due or received. The Agency Administrator or the employee's designee must provide a written reply to the Union within fifteen (15) days after receipt of the grievance.

Section 7 – Failure to Pursue Grievances

Failure on the part of an aggrieved employee or the Union to prosecute the grievance at any step will have the effect of nullifying the grievance.

Failure on the part of the employer to meet any grievance procedure requirements set forth in a) and b) of Sections 6 will permit the aggrieved employee or the Union to move to the next step of the grievance procedure.

Section 8 – Appeal of Adverse Decisions/Arbitration

Adverse decisions issued at Step 3 of the grievance process may be appealed to arbitration by the Employer or the Union, in accordance with the provisions of Article 39 of this Agreement.

Article 32: Arbitration

Section 1 – Right to Arbitration

Either party dissatisfied with a final decision under the negotiated grievance procedure may seek binding arbitration of the matter. Arbitration under the negotiated grievance procedure may be invoked only by the Agency or the Union. The party wishing to submit a matter to arbitration must notify the other party in writing, within twenty (20) days after receipt of the final decision under the negotiated grievance procedure.

Section 2 – Matters Excluded From Arbitration

Specifically excluded from arbitration are the following:

Those matters listed in Article 31, Section 4, a) through h) of this Agreement.

Section 3 – Selection of an Arbitrator

- a) Within ten (10) working days of the date of receipt an arbitration notice, the Parties jointly will request that the Federal Mediation and Conciliation Service (FMCS) provide a list of five (5) impartial persons qualified to act as arbitrators. The request to FMSC will include a brief statement of the issue(s) in dispute, which will enable FMCS to submit the names of arbitrators qualified for the issue(s) involved. If the Parties cannot agree on the statement of issues to be provided, each party may submit a separate statement.
- b) Within five (5) days of receipt from FMCS of the list of qualified arbitrators, the Parties will confer with the goal of agreeing on an arbitrator. If the Parties do not agree, the Agency and the Union each will strike one arbitrator's name from the list of five (5) arbitrators and then will repeat this procedure until one name remains. The parties will alternate in striking first.
- c) The FMCS will designate directly an arbitrator to hear the case in the event of inaction, unreasonable delay, or refusal to participate in the selection of an arbitrator on the part of either party.

Section 4 – Questions of Arbitrability

Any questions as to whether a matter complained of is a grievable/arbitrable subject within the coverage of the negotiated Grievance Procedure set forth in Article 31, including issues of timeliness, will be referred to the arbitrator for decision before any presentation on the merits.

If the threshold question of arbitrability is answered in the affirmative, generally, the Parties will refer the merits of the case to the same arbitrator for decision. However, by mutual consent, the Parties may choose to have the merits of the case decided by a different arbitrator.

Section 5 – Arbitration Process

- a) Upon selection of an arbitrator, the Parties will work with the employee to schedule the arbitration hearing. Generally, the hearing will be scheduled within sixty (60) days after the right to arbitration is invoked. Once scheduled, an arbitration hearing will not be postponed or cancelled, except by consent of both Parties.
- b) The Agency will forward to the arbitrator as soon as practicable after the employee's selection the following documents: the submission letter(s), the grievance file, a copy of this Agreement, and/or applicable agency or government regulations. A grievance file consists of the written grievances and responses at each step and the notice invoking arbitration.
- c) The parties may, by mutual agreement, stipulate to the facts and issue(s) and submit the case directly to an arbitrator for decision without a formal hearing. In such cases arguments will be made by written brief only.

- d) If the arbitrator conducts an arbitration hearing, it will take place during regular business hours on the Agency's premises or at any site mutually agreed upon by the Parties.
- e) Generally, the Parties will agree to exchange lists of prospective witnesses at least 10 working days prior to the hearing and will attempt to agree on witnesses to testify at the hearing. The Agency will make employees available to testify as witnesses or otherwise to participate in the arbitration proceeding, as necessary or when so directed by the arbitrator. The Union will make its officers, agents, and representatives available as to testify as witnesses or otherwise to participate in the arbitration proceedings, as necessary or when so directed by the arbitrator. An employee grievant, an employee representative, and all employees called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the arbitration hearing.
- f) All documents filed with the arbitrator, including post-hearing briefs, will be served simultaneously on the other party.
- g) The arbitrator will address the precise issue(s) expressly submitted for arbitration and will have no authority to determine any other issue(s) not submitted.
- h) The arbitrator's award will be in writing and will be rendered to the parties no later than thirty (30) days after the close of the hearing or after the filing of briefs or post-hearing briefs, whichever comes last.

Section 6 – Costs of Arbitration

- a) All costs of arbitration, including but not limited to the arbitrator's fees and expenses, the costs of transcripts for the arbitrator, and the costs of a hearing room (should one be necessary), will be shared equally by the parties.
- b) Except as otherwise agreed by the parties, if a verbatim transcript of the hearing is produced, the parties will share equally the cost of producing the transcript and providing a copy of the transcript to the arbitrator. Each party will bear the expense of transcript copies obtained for its own use.
- c) If clarification of the arbitrator's award is sought, the party seeking clarification will bear the full costs of such clarification.
- d) Unless mutually agreed upon, any costs associated with cancellation of an arbitration hearing will be borne solely by the cancelling party.

Section 7 – Arbitrator Authority

- a) An arbitrator's award is final and binding on the Parties.
- b) In accordance with 5 U.S.C. § 7122(b), the parties acknowledge that the arbitrator has the authority to render a remedy that may include payment of back pay under 5 U.S.C. § 5596.
- c) The arbitrator will have no authority to change, alter, modify, delete, or add to the terms and provisions of this Agreement and/or applicable policies and regulations.

Section 8 – Clarification of Arbitrator's Award

Disputes between the parties over the meaning or application of an arbitrator's award may be returned to the arbitrator for clarification.

Section 9 – Exceptions to Arbitrator's Award

Either party may file exceptions to the arbitrator's award or seek judicial review, as provided in 5 U.S.C. §§ 7122 and 7123.

Section 10 – Time Limits

The parties may mutually agree to extend or waive any time limits in this article. Parties may make requests for waivers or extensions of time limits verbally, but may approve such requests only in writing, including via email.

Article 33: Contracting Out

Section 1 – Management Rights

- a) The term “contracting out” refers to the Agency’s decision to use private sector not government personnel to perform certain commercial functions pursuant to the process mandated by OMB Circular A-76 Revised, dated May 29, 2003 (A-76).
- b) The Agency retains the right to contract out work in accordance with 5 U.S.C. §7106(a)(2)(b). Contracting out is not subject to the negotiated grievance procedure set forth in Article 31.

Section 2 – Notification of Contracting Out

- a) The Agency agrees to notify the Union, as required by law, regulation, A-76 or this Agreement, of its decision to conduct a cost comparison study that may impact bargaining unit employees.
- b) Management will provide the Union with an opportunity to be present during any formal meetings or discussions with bargaining unit concerning the contracting out of work affecting bargaining unit employees, throughout all stages of the process.
- c) The Agency will furnish to the Union information concerning the contracting out study, provided the information is not restricted by law, rule, regulation or other directive or instructions.
- d) During the study, management will solicit and consider the Union’s recommendations concerning the most efficient organization and the performance work statement.

Section 3 – Negotiations Concerning Adverse Impact

- a) If the Agency determines that work will be contracted out and that bargaining unit employees will be adversely affected, the Agency will notify the Union.
- b) Upon request, the Agency will meet and negotiate, as permitted by law, rule, or regulation, concerning the procedures to be followed in implementing the decision to contract out work and appropriate arrangements for bargaining unit employees who are adversely affected.
- c) The Agency agrees to provide copies of relevant information used in the contracting out process, provided the information is not restricted by law, rule, regulation or other directive or instructions.
- d) The Agency agrees to follow Reduction in Force procedures when contracting out results in a release of any employee in the bargaining unit.

Article 34: Reorganization

Section 1 – Overview

A reorganization is the planned elimination, addition, or redistribution of duties and reporting relationships within in an organization that affects one or more positions.

Section 2 – Communications and Bargaining with the Union

The Agency will brief the Union on proposed reorganizations and provide the Union with an opportunity to bargain on the impact and implementation (I & I) of the proposed actions. The Agency also will provide the Union with information and documentation that it requires in order to conduct I & I bargaining, including the information detailed in Article 35, Section 2(b) below.

Article 35: Reduction-in-Force

The Agency must comply with Reduction-in-Force (RIF) procedures when an employee is faced with separation or downgrading for a reason such as reorganization, lack of work, shortage of funds, insufficient personnel ceiling, or exercise of certain reemployment or restoration rights. The RIF process will be administered in accordance with 5 U.S.C. Chapter 35 and 5 CFR Part 351.

Section 1 – Defining Competitive Area, Competitive Level and Retention Registers

The Agency is responsible for deciding whether a RIF is necessary, when it will take place, and what positions are abolished. After deciding to conduct a RIF, the Agency will send a request to conduct a RIF to OST and OPM. The request will include information on the following: 1) Competitive Area; 2) Competitive Level; and, 3) Retention Registers.

- a) **Competitive Area** – The Agency will establish competitive areas based on geographical and organizational limits for RIF competition. A competitive area may consist of all or part of an Agency. The minimum competitive area is an organization in a local commuting area that is separate from other Agency organizations because of differences in operation, work function, and staff or personnel administration. If an Agency wants to redefine a competitive area within 90 days of the effective date of the RIF, the Agency will obtain approval from OPM.

Competitive areas currently include:

- 1) A single competitive area encompassing all positions within the Washington, D.C. commuting area (i.e., at Headquarters).
- 2) Separate competitive areas encompassing all positions within the commuting area of each Regional Office or other discrete NHTSA facilities (i.e., the Vehicle Research and Test Center and Tire Quality Grading Facility).

The Union will be notified of any proposed changes to the competitive areas identified in this Article.

- b) **Competitive Level** – A competitive level consists of positions within the same grade, classification series, and official tour of duty (e.g. full-time, part-time, seasonal, or intermittent). The Agency establishes a competitive level based on employees' official position descriptions, not on the employees' personal qualifications.
- c) **Retention Registers** – Retention Registers are established based on the following four (4) retention factors:
- 1) **Tenure** – The Agency ranks competitive service employees on a retention register in three groups, according to their types of appointments (e.g. career; career-conditional, or employees serving under term and similar non-status appointments).
 - 2) **Veterans' Preference** – The Agency divides each of the tenure groups into three subgroups, based on employees' entitlement to veterans' preference.
 - 3) **Total Creditable Service** – Employees are ranked by service date, which includes creditable civilian and military service.
 - 4) **Performance** – Employees receive extra RIF service credit for performance, based on the average of their last annual performance ratings of record, received during a 4-year period prior to the date the Agency issues RIF notices.

The Agency agrees that the cut-off for performance consideration will be the most recent annual rating of record. The Agency will not permit a rating of record to be assigned for the sole purpose of affecting an employee's RIF retention standing.

Section 2 – Process after the Agency Receives Approval from OPM

Once the Agency obtains approval from OPM to conduct a RIF, the Agency will:

- a) Provide the Union with advance notification and an opportunity to bargain Impact and Implementation (I & I);
- b) Provide the Union with the following information necessary to satisfy its bargaining obligations and representational responsibilities consistent with 5 U.S.C. § 7114:
 - 1) Total number of positions to be affected;
 - 2) Type of anticipated action (separation, downgrades, reassignments, etc.);
 - 3) The competitive levels;
 - 4) Title, grade and series of all affected positions;
 - 5) Proposed beginning date of the RIF;
 - 6) Which employees received performance credit on their service computation date; and
 - 7) The location of the retention records
- c) Give employees and/or their representatives the opportunity to review retention registers for positions which the employees and/or their representatives reasonably believe may affect the employees' RIF action. The retention registers will list other employees who may be entitled to displace the affected employees as well as employees they may be entitled to displace.
- d) Keep outside hiring and internal promotions to the minimum necessary to maintain the efficient operation of the Agency.
- e) Make efforts to accomplish a RIF through attrition prior to implementing RIF procedures. Identify all continuing positions for which the Agency faces shortages of applicants and, to the maximum extent feasible within budgetary limitations, will train employees affected by the RIF who have potential for reassignment to those positions.
- f) To the maximum extent possible, guarantee the best offer of employment to all employees affected by implementation of the RIF procedures in a position as close to their current grade as possible.
- g) Not take steps to unduly restrict competitive levels. Positions in a competitive level should be similar in duties, responsibilities, and, pay schedules. Terms of appointments should be similar in requirements for experience, training skills, and aptitudes.
- h) Instruct supervisors to discuss training needs with the employees on a continuing basis and will provide necessary and appropriate training when needed.

Request that OPM determine that the Agency is undergoing a RIF for the purpose of authorizing voluntary retirement, unless such requests are prohibited. Prior to and during a RIF, the Agency will meet individually with employees eligible for optional or involuntary retirement to explain its benefits, upon the employee's request.

Section 3 – Agency Notice to Employees

- a) The Agency will inform all employees as fully and as quickly as possible of plans or requirements for a RIF, in accordance with applicable rules and regulations.
- b) The Agency notice to affected employees will identify the regulations that govern the RIF and the kinds of assistance available.
- c) The Agency will provide a specific written notice to each employee affected by the RIF, if released from their competitive level, at least sixty (60) calendar days prior to the effective date. If faced with an unforeseeable situation (e.g. a natural disaster), the Agency may, with OPM approval, give the employee a specific written notice of less than sixty (60) calendar days, but at least thirty (30) calendar days prior to the effective date. The notice will include the following information:
 - 1) The specific action is being taken (e.g. separation; demotion; etc.);
 - 2) The effective date of the action;
 - 3) The employee's service computation date;
 - 4) The employee's subgroup;
 - 5) The employee's competitive area;
 - 6) The employee's competitive level;
 - 7) Why any lower standing employee is retained in their competitive level;
 - 8) The employee's rights of appeal under the negotiated grievance procedures; and
 - 9) Time limits for such appeals.
- d) Employees will be authorized to make copies of RIF notices on the Agency's time and equipment.

Employees on detail will be released from their permanent positions (not their detailed positions) as a result of a RIF.

Article 36: Mid-Term Bargaining

This article will be administered in accordance with 5 U.S.C. § 7117.

Section 1 – Introduction

This Article sets forth the criteria and procedures to be used by the Parties when engaging in negotiations during the term of this Agreement. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to negotiate with respect to any matter, subject to collective bargaining under applicable laws and regulations. For this reason, mid-term bargaining will be limited only to new issues (not previously negotiated or covered in this Agreement) and/or changes to established personnel policies and practices during the term of this Agreement which affect the working conditions of unit employees.

Section 2 – Precedence

The provisions of this Agreement take precedence over Government-wide, Department-wide or Agency-wide regulations, policies, rules or practices approved after the date of this Agreement.

Section 3 – Procedure for Impact and Implementation (I & I) Bargaining

- a) The Agency will submit in writing to the Union proposed changes in workplace policies, rules or practices that affect the working conditions of bargaining unit employees. Such written notice will, at a minimum, contain the following information:
 - 1) A description of the nature, scope and timing of the proposed change; and
 - 2) An explanation of why the proposed change is necessary.
- b) The union then will have ten (10) working days to request I & I bargaining and submit to the Agency a written I & I proposal on the subject. The Union may request up to a five (5) working day extension of this ten (10) day period. Except when it has a valid business reason for refusing, generally the Agency will agree to the Union's request for an extension. If the Union does not submit a written I & I proposal on the subject within the allotted time, all bargaining obligations regarding the subject will be considered satisfied and the Agency may move forward with implementing its change.
- c) Submission of a proposal by the Union that does not relate to how the proposed change should be implemented, but merely proposes that the Agency not make the proposed change at all will not be considered responsive and will terminate all bargaining obligations of the parties with respect to the subject, leaving the Agency free to move forward with making the proposed change.

Section 4 – Procedure for Other Proposed Changes

- a) Either Party may propose changes in conditions of employment during the life of the Agreement with respect to matters not already covered by the Agreement.
- b) To propose a change, either the Union or Agency (whichever party is initiating) will provide the other Party with written notice at least ten (10) working days prior to the proposed implementation date of the change, containing the following information:
 - 1) A description of the nature, scope and timing of the proposed change; and,
 - 2) an explanation of why the proposed change is necessary.
- c) The Party receiving notice of proposed change will review the proposal and respond in one of the following ways:

- 1) Make a written request to be provided with additional information about the proposal or its impact on the conditions of employment, either in writing or in the form of an in-person briefing within five (5) working days of the written request; or
 - 2) Within five (5) days of its receipt of the proposal or receipt of any addition information provided by the initiating party, either in writing or in person during a briefing (whichever is later), notify the proposing party in writing that it wishes to negotiate over one or more aspects the proposed change.
- d) Failure to comply with any timeline identified in this Section will terminate the obligations of the Parties to negotiate and be a basis for the proposing party to move forward with implementing the proposed change.

Section 5 – Agreement to Negotiate

If the notice of proposed change provided under Section 4 results in a request to negotiate, the parties will:

- a) Meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining, as required by law and this Agreement;
- b) Schedule a meeting to begin negotiations as soon as possible, generally no later than ten (10) working days from the receipt of a request to negotiate, or ten (10) working days prior to the proposed implementation date, whichever is earlier;
- c) Postpone implementation to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law; and,
- d) Make a good faith effort to submit proposals, in part or in whole, prior to arriving at the bargaining table, but will not be required to do so.

Section 6 – Ground Rules

Ground rules are intended to supplement the procedure set forth in this Agreement, and may only be developed or changed by mutual consent of both Parties.

Section 7 – Waivers

Nothing in this Agreement will be deemed to waive either Party's statutory rights unless such waiver is clear and unmistakable.

Article 37: Notices

The Parties agree that the Employer will provide notices to bargaining unit employees on an annual or as-needed basis, in accordance with the requirements of 5 U.S.C. § 7114.

Section 1 – Notice Procedures

- a) The Agency will provide the Union with copies of notices prior to or upon release to bargaining unit employees.
- b) The Agency will post its notices on official bulletin boards in locations frequented by bargaining unit employees (break rooms/pantries) and/or send them by e-mail to bargaining unit employees.
- c) Notices issued jointly by the Agency and Union will be discussed, agreed upon and signed by both parties prior to release to the bargaining unit employees.

Section 2 – Bargaining Over Notice Content

Prior to publishing any notice that affects the working conditions of bargaining unit employees, the Agency will provide an advance copy of the notice to the Union.

Section 3 – Representation Rights Notice

In accordance with 5 U.S.C. § 7114, on an annual basis the Agency will notify bargaining unit employees of their right to Union representation. This annual notice will:

- a) Refer to 5 U.S.C. § 7114.
- b) Inform bargaining unit employees that they are entitled to Union representation during any examination by a representative of the Agency in connection with an investigation if:
 - 1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - 2) The employee requests representation.
- c) Notify bargaining unit employees of their right to Union representation during any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy, practice or other general condition of employment.

Section 4 – Employment Rosters and Related Information

The Agency will provide the Union with:

- a) A quarterly roster of employees designated by bargaining unit status.
- b) A monthly (snapshot) report identifying new, separated and promoted employees;
- c) Advance notice of when Agency-wide regulations or policies will be changed or updated for purpose of providing the Union with an opportunity to comment on the proposed changes or updates.
- d) Notice if the Agency does not incorporate union comments into a changed or updated policy or regulation, as well as a written justification of why.

Section 8 – Union Rosters

The Union will provide the Agency with a current roster of Union representatives on a periodic basis but no less than annually.

Article 38: Duration of Agreement

This Agreement will take effect on the date that it is approved by the Administrator of the National Highway Traffic Safety Administration and the President of AFGE Local 3313, as signified by the date of the last signature, and will remain in effect for five years from that date. Thereafter, the Agreement automatically will renew itself annually for additional periods of one year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. No more than one year prior to the expiration of the Agreement, either Party also may give written notice to the other Party of its desire to negotiate a new agreement. If requested, negotiations will begin no later than 90 days following receipt of the request. If negotiations are not completed prior to the expiration date of this Agreement, it will remain in full force and effect until a new agreement is approved.

Appendix A: DOT Travel Guiding Principles



U.S. Department of
Transportation
Office of the Secretary
of Transportation

Memorandum

Subject: **INFORMATION:** Revision to the DOT Travel Guiding
Principles - Transmittal Number 1

Date: DEC 16 1996

Eileen T. Powell
From: Eileen T. Powell
Director of Financial Management

Reply to
Attn. of: Lou Nicholson, X60458

To: All Holders of the DOT Travel Handbook

Under the authority delegated to me in Department Order DOT 1500.11, Department of Transportation Travel Guiding Principles (DTGP), dated August 1, 1995, I am modifying the DTGP to:

- Incorporate editorial corrections;
- Include the Department's revised policy on the issuance of travel authorizations for routine operational foreign travel and its Delegation of Authority;
- Include the revised Travel Authorization for Temporary Duty and the Premium-Class Accommodations forms;
- Include a local travel policy;
- Eliminate the travel advance and automatic teller machine (ATM) dollar limits;
- Update the Delegation of Authority for Payment from a Non-Federal Source for Travel Expenses.

These changes are effective as of October 1, 1996. Therefore, please remove the corresponding supplemental pages dated August 1, 1995, and replace them with the updated supplemental pages dated October 1, 1996.

Attachment

PART 301-1 APPLICABILITY AND GENERAL RULES

Subpart A – Authority, Applicability and General Rules

§ 301-1.1 Authority.

The Department of Transportation Travel Guiding Principles (DTGP) are issued in accordance with and as a supplement to the Federal Travel Regulation (FTR) (Title 41, Code of Federal Regulations (CFR), Chapters 301-304 (41 CFR 301-304), which is promulgated by the General Services Administration (GSA). The DTGP are issued under the authority of Department of Transportation Order 1500.11.

(a) **Employee's obligation.** It is the employee's responsibility to know both the DTGP and FTR . This includes any Operating Administration's policies and procedures governing travel and any related requirements, and to prepare and submit accurate and factual vouchers for reimbursement of travel expenses upon completion of their official travel.

(b) **Supervisor's, Manager's, or Approving Official's obligation.** It is the supervisor's, manager's, or approving official's responsibility to inform their employees of their responsibilities while in an official travel status. This includes the submission and approval of the travel voucher to the accounting office (See DTGP 301-10.1(b)(3)).

§ 301-1.102 Guidelines for issuing travel authorizations.

(a) **Definition: Routine Operational Foreign Travel.** Routine foreign travel is frequent travel to, from and between foreign areas on routine official business by employees not directly involved in discussions with foreign officials on major Departmental policies and programs. Travel in connection with meetings and training is nonroutine travel. Routine operational foreign is generally limited to:

(1) Travel of personnel, such as aircraft pilots, involved exclusively in transporting Departmental and other Government personnel to and from foreign areas.

(2) Travel of maintenance and inspection personnel whose purpose for travel is related to accident investigation, aircraft repair, hazardous material container inspections, and similar activities.

(3) Travel to Canada on behalf of the Saint Lawrence Seaway Development Corporation (SLSDC) approved by the SLSDC Administrator.

(4) Permanent Change of Station travel and travel to, from and between foreign areas by employees (and their dependents) whose official duty stations are in foreign areas.

(b) **Levels of approval and requirements for special purpose travel.**

(i) *Delegations of Authority:*

Foreign travel. Foreign travel involving the Administrators, their Deputies, their Associate Administrators, or non-routine travel involving groups of five (5) or more employees will require a request to OST for approval. When foreign travel is planned, all DOT funded travel associated with the trip, e.g., advance accompanying staff and travelers following at a later date should be included in the request for approval. The approval point is the Assistant Secretary for Aviation and International Affairs. The Assistant Secretary for Aviation and International Affairs may issue supplemental guidelines and/or procedures unique to this reporting requirement.

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(A) Within the Operating Administrations:

The Administrators have the authority to approve routine operational foreign travel of their employees, and non-routine foreign travel involving less than five (5) employees. Routine operational foreign travel may be redelegated to an appropriate level. However, non-routine foreign travel may not be redelegated.

(B) Within the Office of the Secretary:

For the OST, the approval official is the Assistant Secretary for Aviation and International Affairs. The Deputy Secretary approves all special and unusual cases.

§ 301-1.103 Instructions/guidelines for travelers.

(f) **Frequent traveler programs.** See FTR 301-3.3(d)(4)(i-iii). In DOT, frequent flyer benefits/coupons can be redeemed for upgrades only if one of the circumstances cited in subparagraphs i-iii is justified and authorized.

DOT F1500.3, Travel Authorization for Temporary Duty, has been updated in accordance with the FTR. See Exhibit A. If other travel forms or variations of this form are going to be used, please coordinate with the OFM in advance.

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TRAVEL AUTHORIZATION FOR TEMPORARY DUTY					
PRIVACY ACT NOTICE— Under 5 USC Chapter 57 and Executive Order 9397, the information requested on this form is needed to facilitate authorization action, to determine payment for or reimbursement of allowable travel expenses, and to record and maintain costs of such reimbursements. Information hereon will be used by Federal agency officers and employees who have a need for such information in the performance of their duties. Information will be transferred to appropriate Federal, State, local, and foreign agencies when relevant to civil, criminal, or regulatory investigations, or prosecutions. Providing this information is mandatory, and failure to provide it will result in a delay or suspension of the processing of this form.					ORIGINAL— Obligation Copy (to Finance Office) Travel Management Center Copy Travel Voucher Copy Issuing Office Copy Employee Copy
1. TYPE OF AUTHORIZATION <input type="checkbox"/> Single Trip <input type="checkbox"/> Limited Open <input type="checkbox"/> Invitational <input type="checkbox"/> Confirmatory <input type="checkbox"/> Unlimited Open			2. AUTHORIZATION NO.: _____		
3A. ORGANIZATION _____			2A. AMENDMENT NO. _____		
4A. TRAVELER(S) NAME _____			3B. OFFICIAL DUTY STATION (ODS) _____		
4B. TRAVELER'S RESIDENCE City, State (If other than ODS) _____			4C. TITLE _____		
4D. OFFICE TELEPHONE NO. _____			4E. SOCIAL SECURITY NO. _____		
<i>You are authorized to perform travel as indicated below and to be reimbursed for necessary expenses of travel in accordance with DOT Order 1500.11.</i>					
5. OFFICIAL ITINERARY AND AUTHORIZED REST STOPS		SUBSISTENCE CODES:		5C. AUTHORIZED SUBSISTENCE EXPENSE	
5A. FROM: _____		Code		Lodging	
5B. TO: _____		P= Per Diem authorized unless otherwise indicated		M & IE	
5C. RETURN TO: _____		A= Actual Subsistence		Maximum Rate	
6. PERIOD OF TRAVEL		6A. BEGIN ON OR ABOUT		6B. END ON OR ABOUT	
6C. APPROXIMATE NUMBER OF DAYS		7A. PURPOSE AND JUSTIFICATION OF TRAVEL		7B. PURPOSE OF TRAVEL CODES	
<input type="checkbox"/> 1 = Site Visit <input type="checkbox"/> 3 = Training attendance <input type="checkbox"/> 5 = Conference attendance <input type="checkbox"/> 7 = Entitlement travel <input type="checkbox"/> 9 = Emergency travel <input type="checkbox"/> 2 = Information meeting <input type="checkbox"/> 4 = Speech or presentation <input type="checkbox"/> 6 = Relocation <input type="checkbox"/> 8 = Special mission travel <input type="checkbox"/> 10 = Other travel		8. MODE(S) OF TRANSPORTATION AUTHORIZED: (Authorize only those modes necessary to complete the travel).		TRAVELER'S POTENTIAL LIABILITY NOTICE: Travelers are accountable for all transportation tickets. Government Transportation Requests (GTRs), or other transportation procurement documents received by them in connection with their official travel. If trips are canceled or itineraries changed after tickets (or GTRs) are issued to the traveler, the traveler is liable for the value of the tickets issued until all coupons have been used for official travel purposes or all unused tickets or coupons are properly accounted for on the travel voucher.	
COMMON CARRIER REFUNDS: When a ticket is exchanged for one of lesser value, the carrier should issue a receipt or a ticket refund application and is required to make refund directly to the appropriate Servicing Finance Office.		SERVICING FINANCE OFFICE ADDRESS: _____		9. OTHER EXPENSES AUTHORIZED	
<input type="checkbox"/> Meeting Registration Fees <input type="checkbox"/> Taxis at TDY Location <input type="checkbox"/> Excess Baggage (see FTR 301-5) <input type="checkbox"/> Other (Specify and justify in item 13)		10. TRAVEL ADVANCE AUTHORIZATION <input type="checkbox"/> ATM Services \$ _____ <input type="checkbox"/> Travelers Checks \$ _____ <input type="checkbox"/> Treasury/Cash Payment \$ _____		11. ACCOUNTING CLASSIFICATION CODE _____	
12. ESTIMATED COST:		13. SPECIAL PROVISIONS/REMARKS: Discount fares offered to DOT travelers and available to the general public by common carriers for passenger transportation are considered to be advantageous to the Government if they result in a lower total trip cost.			
14. SIGNATURE OF REQUESTING/APPROVING OFFICIAL		TITLE		DATE	
15. SIGNATURE OF AUTHORIZING OFFICER		TITLE		DATE	

FORM DOT F 1500.3 (Rev. 9-96) Supersedes previous edition

U.S. GPO: 1996-405-554/42304

DOT 1500.3-FORM DOT

DTGP: 08-01-95
Effective: 10-01-96

EXHIBIT A

**PREPARATION OF TRAVEL AUTHORIZATION
FOR TEMPORARY DUTY
FORM DOT F 1500.3**

- Block 1. Type of Authorization. Check the appropriate type of authorization. "Invitational" and "Confirmatory" are additional descriptors of the other types of authorizations. Generally, "Invitational" and "Confirmatory" authorizations will be designated as "Single Trip".
- Block 2. Authorization No. Enter the travel authorization number assigned.
- Block 2A. Amendment No. Enter the amendment number assigned to differentiate this authorization from the original.
- Block 3A. Organization. Enter the name of the Operating Administration, organizational component and organization/routing symbol (e.g., FAA, Office of Public Affairs, APA-10).
- Block 3B. Official Duty Station. Enter the city and state of the traveler's official duty station (ODS). If the traveler is not a Federal employee (i.e., invitational traveler) leave the space blank.
- Block 4A. Traveler(s) Name. Enter the name of the traveler and the name(s) of other individuals authorized to travel under the traveler's authorization (e.g., spouse, attendant, etc.). Also indicate whether the traveler is a Government travel charge card holder. If the traveler has declined the card or if the card has been suspended/canceled, the "yes" block should be checked.
- Block 4B. Traveler's Residence. Enter the traveler's residence city and state, if different from the ODS entered in Block 3B. If the traveler's entire address is needed, use Block 13, Special Provisions/Remarks.
- Block 4C. Title. Enter the traveler's position title.
- Block 4E. Social Security No. Enter the traveler's number.
- Block 5A Official Itinerary and Authorized Rest Stops. From/To. Enter the location from & B where the employee is authorized to depart from and conclude travel, and the location(s) where official temporary duty will take place. If a rest stop is authorized for official travel outside the continental United States that location must be listed as part of the official itinerary. Examples of itineraries are:
- Washington, DC, to Oklahoma City, OK, to Washington, DC
 - Atlanta, GA, to Philadelphia, PA, to Washington, DC, to Atlanta, GA
 - Chicago, IL, to any points within Region 3, and return to Chicago, IL
 - Alexandria, VA, to any point(s) in the continental United States, and return to Alexandria, VA
- Use an additional page if the itinerary exceeds the allotted space and attach securely to the travel authorization.
- Block 5C. Authorized Subsistence Expense. If a "P" is entered (or the code block is left empty)

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- the "lodgings-plus" per diem system is authorized. Enter the prescribed maximum allowed for lodging expenses and the fixed allowance for meals and incidental expenses (M&IE); the sum may not exceed the maximum per diem rate for each location where temporary duty (TDY) is authorized. Indicate "A" if actual subsistence expenses are authorized or "S" if a special rate has been established or authorized.
- Block 6. Period of Travel. Enter the estimated beginning and ending dates of the official travel. A 7-day variance will be permitted without requiring an amendment to the Authorization. Authorized annual or personal leave dates will be annotated in Block 13, Special Provisions/Remarks.
- Block 7. Purpose and Justification of Travel. Enter a specific purpose and justification for the travel. Also select the travel purpose category that best defines the specific purpose of the trip. (See FTR 301-1.102(c) for uniform definitions of the purpose codes.)
- Block 8. Mode(s) of Transportation Authorized. Indicate only the mode(s) of transportation that is authorized as necessary and advantageous to the Government in order for the employee to accomplish the purpose of travel. Open authorizations will not authorize all modes of transportation, instead, only the mode(s) the employee usually requires for his/her travel shall be indicated. Local common carrier transportation or privately owned conveyance at the official duty station does not have to be indicated on the travel authorization since their use is considered advantageous to the Government.
- Accounting Office Address. Enter the accounting office address that processes and pays the common carrier transportation charges that are billed directly to the Government for the employee's travel. Do not enter an address if the employee is required to use his/her individual contractor-issued Government travel charge card to obtain the transportation tickets.
- Block 9. Other Expenses Authorized. Indicate only applicable expenses that are necessary to accomplish the purpose of travel.
- Block 10. Travel Advance Authorization. Indicate the method of travel advance authorized and the amount authorized in accordance with the Federal Travel Regulation and Department policy.
- Block 11. Accounting Classification Code. Enter the prescribed accounting classification code(s) as required by the accounting office.
- Block 12. Estimated Cost.
- A — Transportation (Billed directly to the Government) — Enter only the common carrier transportation costs that will be billed directly to and paid by the Government (i.e., centrally-billed accounts, individual Government Transportation Requests). An accounting office address must appear in the space provided.
 - B — Other Transportation including Privately Owned Vehicle (POV) Mileage — Enter all other authorized common carrier transportation and POV mileage that is procured by the traveler and will be reimbursed to the traveler upon submission of his/her voucher. Enter common carrier costs to be purchased through the use of the traveler's individual Government travel charge card.
- Subsistence Expense — Enter the estimated costs of the traveler's subsistence

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Effective: 10-01-96

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expenses.

Rental Car — Enter the estimated cost of the authorized rental car.

Other Expenses — Enter the total estimated cost of the other expenses authorized in Block 9.

Block 13. Special Provisions/Remarks. Enter in this space any data or information required in other blocks of the travel authorization when the space provided in the blocks is inadequate. Examples of the type of items to be included in this block, when applicable, are:

- Justification of non-contract carrier
- Authorization for actual subsistence expense
- Unusual expenses authorized in Block 9
- Date(s) of annual or personal leave
- Acknowledgment of an exchange/cancellation fee in conjunction with special discount common carrier fares
- Justification for a rental car larger than a compact size
- Reduction of M&IE for meals furnished/paid for by the Government

Block 14. Signature, Title and Date of Requesting/Approval Official. The official requesting the temporary duty travel will sign the authorization unless he/she is also the authorizing official, in which case this block will be left blank. Enter the requesting official's title and date of request in the spaces provided.

Block 15. Signature, Title and Date of Authorizing Official. The official delegated authority to authorize temporary duty travel will sign the travel authorization and show in the spaces provided his/her title and date of approval.

PART 301-2 – TRANSPORTATION ALLOWABLE

- § 301-2.3(a)** To, from, and between places of work. See DTGP 301-4.9.
- § 301-2.3(e)** Between residence and office in cases of necessity. See DTGP 301-4.8(b).

PART 301-3—USE OF COMMERCIAL TRANSPORTATION

§ 301-3.3 Travel policy and class of service authorized.

(a) **General policy.** To meet the GSA requirement, the Department requests reports from each Operating Administration on an annual basis for all premium class accommodations. In addition to the information required by FTR 301-3.3(e)(1), these reports also will contain the class of service (first class, business, etc.), whether frequent traveler coupons were used to purchase or upgrade the travel, and the authorizing official. To facilitate reporting, all Operating Administrations will use the "Request for Approval of Premium-Class Accommodations" form. See Exhibit B. (Use of this form is required by all DOT employees.) Submit copies of the form no less than 14 days after the close of the annual period.

(b) **Train accommodations.**

(3) *Authorization or approval of the use of first-class train accommodations* (i) *Authorization or approval.* See DTGP 301-3.3(d)(3) of this section.

(ii) *Requirements.* Authorization for the use of premium-class accommodations shall be made on DOT's "Request for Approval of Premium-Class Accommodations". See Exhibit B.

(c) **Steamer accommodations.**

(3) *Authorization or approval of the use of first-class steamer accommodations*—(i) *Authorization or approval.* See DTGP 301-3.3(d)(3) of this section.

(ii) *Requirements.* Authorization for the use of premium-class accommodations shall be made on DOT's "Request for Approval of Premium-Class Accommodations". See Exhibit B.

(d) **Airline accommodations.**

(3) *Authorization or approval of the use of premium-class airline accommodations*—(i) *Authorization or approval.* Authority to approve any premium class travel, including the redemption of frequent flyer benefits for an accommodation upgrade, may be approved by Secretarial Officers and their deputies and Administrators and their deputies. No redelegation of this authority is allowed. (This policy applies to all DOT employees.)

(5) *Use of premium-class other than first-class accommodations.* Within the Department, the use of business class is permissible only under the same circumstances that apply to the use of first-class. See FTR 301-3.3(d)(4)(i-iii). (This policy applies to all DOT employees.)

(ii) *Requirements.* Authorization for the use of premium-class accommodations shall be made on DOT's "Request for Approval of Premium-Class Accommodations." See Exhibit B.

DOT TRAVEL GUIDING PRINCIPLES
Chapter 301--Travel Allowances

§ 301-3

DEPARTMENT OF TRANSPORTATION REQUEST FOR APPROVAL OF PREMIUM - CLASS ACCOMMODATIONS		DISTRIBUTION: ORIGINAL - Attach to Employee Voucher 1 Copy to Operating Administration 1 Copy to Financial Mgt. (B-30) 1-Copy to TMC (i.e., SATO)										
1. MODE OF TRAVEL <input type="checkbox"/> Air - First Class <input type="checkbox"/> Air - Premium less than First Class <input type="checkbox"/> Train - First Class <input type="checkbox"/> Ship - First Class Steamer	2a. NAME OF TRAVELER 2b. TITLE/POSITION AND GRADE 2c. OFFICE TELEPHONE NUMBER											
3. OPERATING ADMINISTRATION	4. DATE OF REQUEST	5. OFFICIAL DUTY STATION										
6. TRAVEL AUTHORIZATION NUMBER	7. PERIOD OF OFFICIAL TRAVEL <div style="display: flex; justify-content: space-between;"> <u>BEGINNING DATE</u> <u>ENDING DATE</u> </div>											
8. PURPOSE OF TRAVEL (CHECK ONLY ONE) (SEE FTR 301-1.102 FOR DEFINITIONS)												
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">SITE VISIT <input type="checkbox"/> 0</td> <td style="width: 50%;">RELOCATION <input type="checkbox"/> 5</td> </tr> <tr> <td>INFORMATION MEETING <input type="checkbox"/> 1</td> <td>ENTITLEMENT TRAVEL <input type="checkbox"/> 6</td> </tr> <tr> <td>TRAINING ATTENDANCE <input type="checkbox"/> 2</td> <td>SPECIAL MISSION TRAVEL <input type="checkbox"/> 7</td> </tr> <tr> <td>SPEECH OR PRESENTATION <input type="checkbox"/> 3</td> <td>EMERGENCY TRAVEL <input type="checkbox"/> 8</td> </tr> <tr> <td>CONFERENCE ATTENDANCE <input type="checkbox"/> 4</td> <td>OTHER TRAVEL PURPOSES <input type="checkbox"/> 9</td> </tr> </table>			SITE VISIT <input type="checkbox"/> 0	RELOCATION <input type="checkbox"/> 5	INFORMATION MEETING <input type="checkbox"/> 1	ENTITLEMENT TRAVEL <input type="checkbox"/> 6	TRAINING ATTENDANCE <input type="checkbox"/> 2	SPECIAL MISSION TRAVEL <input type="checkbox"/> 7	SPEECH OR PRESENTATION <input type="checkbox"/> 3	EMERGENCY TRAVEL <input type="checkbox"/> 8	CONFERENCE ATTENDANCE <input type="checkbox"/> 4	OTHER TRAVEL PURPOSES <input type="checkbox"/> 9
SITE VISIT <input type="checkbox"/> 0	RELOCATION <input type="checkbox"/> 5											
INFORMATION MEETING <input type="checkbox"/> 1	ENTITLEMENT TRAVEL <input type="checkbox"/> 6											
TRAINING ATTENDANCE <input type="checkbox"/> 2	SPECIAL MISSION TRAVEL <input type="checkbox"/> 7											
SPEECH OR PRESENTATION <input type="checkbox"/> 3	EMERGENCY TRAVEL <input type="checkbox"/> 8											
CONFERENCE ATTENDANCE <input type="checkbox"/> 4	OTHER TRAVEL PURPOSES <input type="checkbox"/> 9											
9a. ITINERARY (AS SHOWN ON THE TRAVEL AUTHORIZATION)	9b. ORIGIN AND DESTINATION POINTS FOR WHICH APPROVAL OF PREMIUM-CLASS ACCOMMODATIONS IS BEING REQUESTED											
10. REASON AND SPECIFIC JUSTIFICATION FOR USE OF PREMIUM-CLASS ACCOMMODATION (JUSTIFICATION NECESSARY FOR EACH PREMIUM-CLASS LEG OF THE ITINERARY). SEE FTR 301-3.3												
11. COSTS ACTUAL PREMIUM CLASS FARE \$ _____ COACH CLASS FARE \$ _____ ADDITIONAL COST \$ _____												
REQUESTING OFFICIAL SIGNATURE _____ DATE _____ NAME & TITLE _____		APPROVING OFFICIAL (SECRETARIAL OFFICER, ADMINISTRATOR, OR DEPUTY) SIGNATURE _____ DATE _____ NAME & TITLE _____										

DTGP: 08-01-95
Effective: 10-01-96

EXHIBIT B

**PART 304 –PAYMENT FROM A NON-FEDERAL SOURCE FOR
TRAVEL EXPENSES**

§ 304-1.3 Policy.

(c) **Administration and delegation of authority.** The Secretary and the Deputy Secretary have the authority to accept travel payments for themselves and Departmental employees.

(1) **Offers of travel payments for travel within the continental United States.** Authorization is delegated to the Associate Deputy Secretary, General Counsel, Assistant Secretaries, Executive Secretariat, Inspector General, Deputy Financial Officer, and Administrator, for themselves and their employees. This authority may be redelegated. Secretarial Officers and Heads of Operating Administrations shall ensure that officials delegated authority to determine the propriety of accepting payments under this Chapter are at as high an administrative level as practical to ensure adequate consideration and review of the circumstances surrounding the offer and acceptance of payment.

(2) **Offers of travel payments involving foreign travel.** The Assistant Secretary for Aviation and International Affairs is delegated the authority to: 1) accept offers of travel payments for OST employees, and 2) Administrators, Deputy Administrators, Associate Administrators, and 3) for travel involving five or more Departmental employees. See DTGP 301-1.102(b)(i)(A).

§ 304-1.5 Conflict-of-interest analysis.

(a) Within DOT, the conflict of interest analysis shall be performed in writing for each travel payment offer by the appropriate legal office within OST and each OA prior to acceptance of the offer. Exhibit B is available for your use.

§ 304-1.9 Reports.

(a) **Agency Reports.** To meet the GSA requirement, the Department requests reports of payments from each Operating Administration on a semiannual basis for all trips. The reports are to be submitted to the Office of Financial Management, B-30, no later than ten (10) working days after the end of each reporting period. To facilitate reporting, all Operating Administrations shall use the "Report of Payment Accepted From Non-Federal Sources Under 31 U.S.C. 1353" form. See Exhibit A. (Use of this form is required by all DOT employees.) The "Request for Acceptance of Payment for Travel Under 41 CFR Part 304-1" form is supplied as a sample for collecting the information required by GSA. See Exhibit B.

PART 301-4 – REIMBURSEMENT FOR USE OF PRIVATELY OWNED CONVEYANCES

§ 301-4.7 Allowance for overtime.

(a) No mileage allowance will be granted for travel between the employee's residence and duty station for overtime work.

(b) Taxi fares, not mileage costs, may be reimbursed in limited circumstances for travel incident to work ordered to be done outside normal working hours. However, the employee must have received notification of the unscheduled overtime after reporting to duty. When emergency overtime is required, taxi fares may be authorized only when the use of public transportation would subject the employee to substantial personal hazard or safety and only when the employee can provide no other means of transportation. (See FTR 301-2.3(e) for use of Taxis Between residence and office in cases of necessity.)

§ 301-4.8 Local travel.

(a) Definitions.

(1) Local travel -- Travel within a 50-mile radius of either the Official Duty Station (ODS) or residence.

(2) ODS -- The limits of the official station will be the corporate limits of the city or town in which the employee is stationed.

(b) **General rule.** An employee must reach their ODS and return to their residence at their own expense. Even though commuting costs may be increased by the performance of overtime duty or other emergency conditions, this does not change the basic rule that an employee must bear the expense of travel between their residence and their ODS.

(c) Policy.

(1) When an employee performs official local travel to an alternate work site, or to a location within the metropolitan area outside the limits of the ODS, only the travel costs exceeding the normal daily commuting costs will be reimbursed, not to exceed travel costs from the ODS actual work site to the alternate work site.

(2) Total travel costs will be reimbursed without a deduction when an employee performs official local travel outside the limits of the ODS on days which are non-work days at the ODS.

(3) When an employee travels to the location of his/her ODS on a regular or non-regular work days, but is directed to report to a location other than the actual work site, *only the travel costs exceeding his/her daily normal commuting costs will be reimbursed*, not to exceed travel costs from the ODS work site to the alternate work site.

PART 301-8—REIMBURSEMENT FOR ACTUAL SUBSISTENCE EXPENSES

§ 301-8.3 Maximum daily rates and reimbursement limitations.

(c) Travel to an area within the Continental United States where special or unusual circumstances result in an extreme increase in subsistence costs for a temporary period.

(3) This authority is not redelegated. Requests shall be submitted in writing to the Assistant Secretary for Budget and Programs, through the Director of Financial Management, B-30, for review, coordination, and submission to GSA. Fully documented requests should be submitted in sufficient time to meet the GSA 30 day timeframe.

PART 301-10—SOURCES OF FUNDS

§ 301-10.1 General Policy.

(a) **Minimizing cash requirements.** Frequent travelers (see FTR 301-10.1(c)) shall obtain the individual Government contractor-issued charge card, which will be issued with an ATM PIN. The card will be used for all official business common carrier transportation expenses, and is proper to use for all other official travel related expenses.

(b) **Managing financial resources.**

(3) To meet GSA and Internal Revenue Service (IRS) requirements, travel vouchers are to be processed by the accounting office within 15 workdays upon completion of the trip. The 15 workdays (usually 20-25 calendar days) is comprised of three (3) workdays at the end of a trip for the traveler to submit a voucher, two (2) workdays for the supervisor to approve the voucher and ten (10) workdays for the accounting office to process the settlement. For those individuals on extended TDY, the employee shall submit a voucher(s) for each 30 day calendar period or portion thereof within 3 workdays.

§ 301-10.2 Procurement of common carrier transportation.

(a) **U.S. Government transportation requests (GTR's).** Common carrier transportation services will be procured with the individual Government contractor-issued charge card unless the traveler is ineligible to receive the card, an infrequent traveler, or an invitational traveler. (See FTR 301-15 Subpart C) When the individual Government contractor-issued charge card cannot be used, the traveler will procure common carrier transportation services through a Travel Management Center with payment being charged to a centrally-billed account established with the Government charge card contractor, or if not available, a centrally-billed or individual GTR may be used.

(b) **Cash Payments for Procurement of Common Carrier Transportation Services.** Delegation of authority for authorizing and approving the use of cash in excess of \$100, excluding Federal transportation tax, for the procurement of transportation is given to the Associate Administrator for Administration (or equivalent) or Chief Financial Officer within each operating administration. For the OST, the approving official is the Director of Financial Management.

§ 301-10.3 Advance of Funds.

(a) **Authority.** Direct deposit, travelers checks and ATM cash withdrawals are the preferred means for obtaining travel advances. When traveling on an unlimited/limited open travel authorization, advance of funds will be obtained only through an ATM cash withdrawal.

(d) **Control and recovery of advances.** To meet GSA and IRS tax requirements, the Department has implemented an automated system to administratively offset salary payments for delinquent or excessive travel advance balances.

A travel advance is liquidated when the approved travel voucher is processed by the accounting office. Travel advances are considered overdue (delinquent) 30 calendar days after completion of travel or the travel event for which the advance was made (e.g., house hunting trip, temporary quarters subsistence allowance, etc.). Travel advances not repaid promptly in accordance with the FTR and DTGP are treated as debts to the Government and are subject to mandatory recovery. This includes collection action and the assessment of administrative and interest charges as specified under the Federal Claims Collection Standards (FCCS), Title 4 of the Code of Federal Regulations (4 CFR) 102.3, and DOT implementation of the Federal Claims Collection Act, 49 CFR 89, Subpart B.

- Employees with overdue/excessive advances will be notified in writing of the nature and amount of their debt within 10 workdays of the date their advances become delinquent or in the case of continuing advances when the advance is found to be in excess of a 45 calendar day computed need. Written notifications will be issued to employees that action to offset overdue/excessive amounts from their salaries will be taken unless timely repayment is made or other settlement arrangements are made with the accounting office before the end of the specified times.
- Employees with timely responses to notifications will be given a reasonable opportunity to inspect and copy agency travel advance records, request a review of their indebtedness, and/or, in lieu of offset, enter into a written agreement to repay the advance. A repayment agreement will only be accepted if the employee is able to establish and document that an offset would result in an undue financial hardship. The agreement can only be approved by the Operating Administration's Chief Financial Officer or for Federal Aviation Administration field employees, the Regional Administrator. This authority may not be redelegated. Documentation must be in accordance with specific guidelines available from the accounting office. Repayment agreements are subject to taxation as earned income and will be taxed and reported to the IRS on the employee's annual W-2 form.
- If an employee does not respond within the allotted time, the accounting system will automatically prepare and forward a request for offset action to the servicing payroll office.
- Any delay in repayment of the travel advance balance that has been found to be delinquent or excessive will, under IRS regulations (Title 26, CFR, section 1.62-2), require the amount to be reported as income on the employee's income tax return.

PART 301-11 —CLAIMS FOR REIMBURSEMENT

§ 301-11.4 Submission and review of travel vouchers.

(a) Agency administrative procedures. See DTGP 301-10.1.(b)(3)

(c) Payment center/accounting office functions and responsibilities. For those offices within DOT that use an automated travel management system, this responsibility resides with the travel authorizing official.

PART 301-15 --TRAVEL MANAGEMENT PROGRAMS

Subpart C-Travel and Transportation Expense Payment System: Contractor-issued Charge Cards, Centrally Billed Accounts, Travelers Checks, and Automated-Teller-Machine (ATM) Services.

§ 301-15.44 Individual Employee Charge Cards.

(c) The Card and the account are not to be used for personal purposes.

§ 301-15.47 ATM Services. See Exhibit C.

(a) Enrollment in the ATM program. Employees are eligible to enroll in the ATM service and obtain advances under the following conditions:

- The employee has a contractor-issued Government charge card; or
- The employee is a frequent traveler and travels for the Department two or more times a year; and,
- The employee has accounted for and/or repaid all prior travel advances including any delinquent amounts, repayment agreements, and continuing travel advances issued by any organizational component within DOT.

(b) Use of ATM services. For every seven (7) day period, an ATM cash withdrawal limit of \$1,000 is established. ATM cash withdrawals are to be obtained upon approval of the travel authorization, no earlier than 3 working days prior to the date of departure, and no later than the last day of travel. The ATM cash withdrawal must be approved on the travel authorization. In an emergency situation, an ATM cash withdrawal may be obtained while in a travel status without prior approval on the travel authorization. A statement justifying the emergency cash withdrawal must be added to the travel voucher.

Employees eligible for and authorized to receive cash withdrawals via the ATM may not apply for nor receive a travel advance in the form of a Treasury check, ACH Direct Deposit, or imprest fund monies for travel and/or transportation allowances unless there are extenuating circumstances, justified and approved by the Travel Authorizing Official.

PART 301-16 – CONFERENCE PLANNING

§ 301-16.1 Policy. It is departmental policy that participants in conferences will be limited to the minimum number that can be clearly justified in view of the benefits to the Department and the total costs involved in participation. Commitments to participate in conferences will not be made until the appropriate authorization is obtained.

§ 301-16.3 Authorization of Government sponsorship or co-sponsorship of a conference. The Chief of Staff, or his/her designee, who is authorized to act as the Department Coordinator will authorize attendance of 10 or more employees. All requests for authorization will be submitted from the Departmental Officers and their designees, and Administrators and their designees at or above the Regional Director/District Commander level through the Executive Secretariat.

Each Departmental Officer and Administrator is to designate a conference coordinator who will be responsible for monitoring conference travel. Conference coordinators at headquarters level will serve as liaisons with the Executive Secretariat and will obtain additional information to facilitate approval of conference authorization requests as needed. Names of designated coordinators will be included on requests submitted to the Chief of Staff for approval.

§ 301-16.4 Selection of a conference site.

(a) Agency responsibilities.

(1) *Agency policy.* Sites should be selected to avoid the appearance of a resort-type of environment. Conference sites should be carefully chosen to assure that they are economically advantageous to the Government from a travel and administrative cost standpoint.

(2) *Authorization of conference site selection.* See DTGP 301-16.3.

§ 301-16.5 Selection of conference attendees.

(a) Agency responsibilities. For conferences where 10 or more employees are attending the same conference, a request for approval to attend will be submitted at least two (2) weeks in advance of the conference. Requests will be submitted as required in § 301-16.3 All requests must contain, at a minimum, the information listed below:

- (1) Name of Conference Coordinator
- (2) Title and Purpose of the Conference
- (3) Number, Name and Title of Attendee(s) Traveling (including Invitational Travelers)
- (4) Location of the Conference
- (5) Travel and Associated Costs of Attendance
- (6) Background - Provide a clear rationale for participation
- (7) Gifts to the Department in cash or "in kind" which have been offered
- (8) Signature of Requesting Official - The requesting official will be the Head, or Acting Head, of an Operating Administration or Departmental Office only.

PART 302 -12 – USE OF RELOCATION SERVICE COMPANIES

§ 302-12.3 Agency responsibilities. The Department has determined that relocation service companies are to be made available to employees. The principal Departmental operational contact and liaison for the relocation services contract is the technical officer located in the Financial Services Branch, ABA-110, of the Federal Aviation Administration. Each Operating Administration will appoint a primary and alternate relocation services coordinator (RSC) to act as liaison between the technical officer, the contractor, and employees. The RSC will counsel employees and resolve problems involving contractor service. In addition, regional and district RSCs should be designated to service field activities where justified by the volume of employee transfers.

Appendix B: Douglas Factors

DOUGLAS FACTORS

In 1981, in the case of Douglas v. the Veterans Administration (et al.), the Merit Systems Protection Board (MSPB) advised that it has the power to mitigate penalties imposed by Federal agencies in actions taken under Part 752. In that same decision, MSPB stated that in determining the maximum reasonable penalty, it will consider the following factors that have come to be known as the "Douglas Factors:"

The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.

The employee's past disciplinary record.

The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.

Consistency of the penalty with those imposed upon other employees for the same or similar offenses.

Consistency of the penalty with any applicable Agency table of penalties.

The notoriety of the offense or its impact upon the reputation of the Agency.

The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

Potential for the employee's rehabilitation.

Mitigating circumstances surrounding the offense such as unusual job tension, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.

The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

With this knowledge, we strongly recommend that whenever an adverse action which is appealable to MSPB is taken against an employee (e.g. removal, suspension for 15 calendar days or more), the proposal and decision documents clearly reflect consideration of all applicable "Douglas Factors." We suggest that suspensions for 14 calendar days or less also reflect "Douglas Factors" consideration.

I have considered the above relevant factors: _____

Appendix C: Formal Meeting Notification Form

Formal Meeting Notification Form

Employee Name: _____ Date: _____

Part I: Agency

I have advised the bargaining unit employee listed above of the employee's right to be represented by the Union at this formal meeting.

I have advised the Union that a formal meeting will be taking place involving the bargaining unit employee listed above.

Agency Representative Date

Part II: Employee

I have been advised by the Agency of my right to be representative by the Union at this formal meeting.

☐ I have elected to be represented by the Union at this meeting.

☐ I have elected not to be represented by the Union at this meeting.

Employee Date

Part III: Union

I have been advised by the Agency that a formal meeting will be taking place involving the bargaining unit employee listed above.

I acknowledge that the Union has a right to be present at this formal meeting.

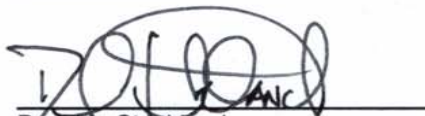
☐ The Union has elected to be present at the meeting.

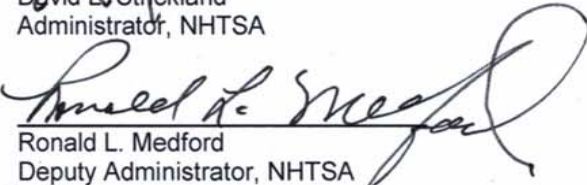
☐ The Union has elected not to present at this meeting.

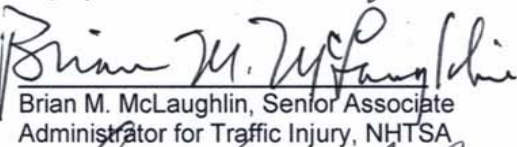
Union Representative Date


Approved and signed this 8th day of September.

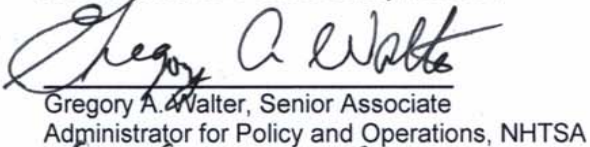
For the Agency


David L. Strickland
Administrator, NHTSA

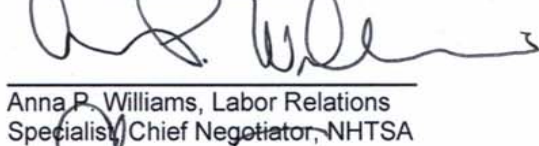

Ronald L. Medford
Deputy Administrator, NHTSA

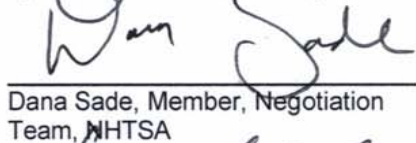

Brian M. McLaughlin, Senior Associate
Administrator for Traffic Injury, NHTSA

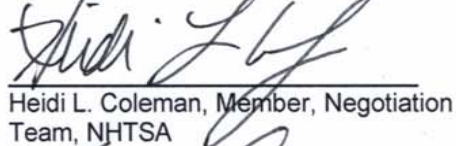

Daniel C. Smith, Senior Associate
Administrator for Vehicle Safety, NHTSA

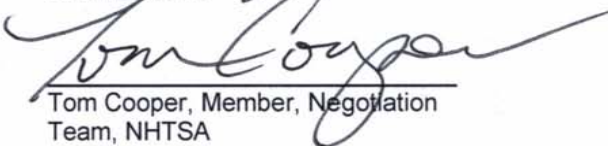

Gregory A. Walter, Senior Associate
Administrator for Policy and Operations, NHTSA


Darlene F. Peoples, Director, Office of
Human Resources, NHTSA


Anna P. Williams, Labor Relations
Specialist, Chief Negotiator, NHTSA

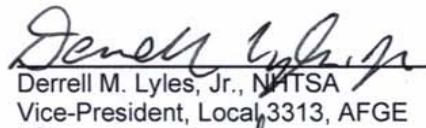

Dana Sade, Member, Negotiation
Team, NHTSA

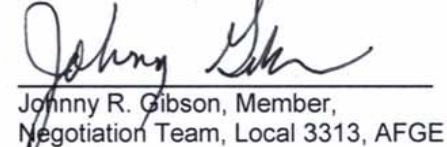

Heidi L. Coleman, Member, Negotiation
Team, NHTSA


Tom Cooper, Member, Negotiation
Team, NHTSA

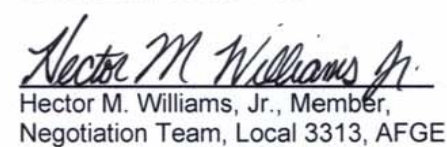
For the Union


Antonio Johnson, President, Local 3313,
AFGE, Chief Negotiator


Derrell M. Lyles, Jr., NHTSA
Vice-President, Local 3313, AFGE


Johnny R. Gibson, Member,
Negotiation Team, Local 3313, AFGE


Anita L. Fennell, Member, Negotiation
Team, Local 3313, AFGE


Hector M. Williams, Jr., Member,
Negotiation Team, Local 3313, AFGE