

Collective Bargaining Agreement Highlights

Effect of Law and Regulation – Article 2

- Parties are governed by existing OCC rules and regulations in effect on the effective date of the contract.
- If the provisions of OCC rules and regulations are in conflict with the terms of the contract, the contract controls.
- At this time, nothing in the contract can be construed to mean that OCC has a duty to negotiate over compensation and benefits; likewise, nothing can be construed that the Union has waived the right to negotiate such subjects.

Employee Rights – Article 3

- Employees are provided some protections when following supervisory orders. Employees must discuss the basis for questioning the legality of a supervisory order with the supervisor. If there is still a disagreement, the employee must follow the order, and may thereafter file a grievance.



- Employees are provided with a reasonable amount of duty time (usually no more than one hour) to meet to consult with a Union representative on any representational matter (e.g. a grievance or potential grievance, or a change in working conditions). If the supervisor denies the request, he or she will identify a time period, normally, within one business day, when the employee can meet with the Union representative.
- The agreement repeats procedures from the *Federal Service Labor-Management Relations Statute* that the agency must follow when seeking to interview or examine an employee concerning a potential disciplinary matter. The employee is entitled to Union representation only if the employee reasonably believes that the examination may result in disciplinary action, and if the employee requests representation. The agency is not required to inform the employee of his/her right to representation before beginning the interview.

Employer Rights – Article 4

- The agreement incorporates the Employer's statutory rights, including the right to assign work and determine who will perform particular functions, as well as the Union's statutory rights to negotiate the procedures that management will follow in exercising these rights, and appropriate arrangements for employees adversely affected.

Union Rights – Article 5

- Contract recognizes the Union's rights under the Statute to have a representative present at any formal discussion between an agency official and a bargaining unit employee concerning any grievance or any personnel policy or practice or other general conditions of employment.
- The Employer will provide the Union with advance notice of such meetings as soon as they are scheduled, and the Union will normally identify its representative in advance. The Union representative at a formal discussion will normally be co-located in the office where the meeting is taking place.

Union Representation and Official Time – Article 6

- The contract establishes standards and procedures regarding the appointment of stewards and the use of "official time" (i.e. duty time) by OCC employees who are appointed by the Union or elected by the employees to serve as representatives. A bank of hours for official time has been established for both individual union officers as well as the cumulative amount of time that can be used for representational purposes. Union stewards and other Chapter leaders may use this bank of official time in connection with various representational activities, such as preparing and presenting grievances, preparing for and participating in negotiations, etc.

- Stewards must request official time in advance, except when the anticipated use is less than 30 minutes. Official time will be granted if it will not substantially interfere with meeting important mission-related needs, such as work-related deadlines, staffing needs, workload requirements or other business needs. Stewards must check-in with supervisor prior to entering a workspace and check back in with their supervisor upon returning to their work area.

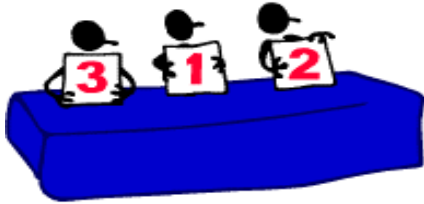


- Bargaining unit employees must request duty time to speak or visit with their representative. Approval or denials must be given or issued within 24 hours.

Mid-Term Bargaining - Article 7

- The Agreement establishes procedures for the Employer to provide for bargaining over the change in working conditions not already covered by the Agreement.

Performance Evaluations – Article 8



- Supervisors must provide to the employee performance-related feedback, including any documentation prepared by or provided to the supervisor that may have significant impact on an employee's evaluation, in a timely manner, usually within 15 workdays. Employees will have a reasonable amount of duty time, usually not more than one hour, to rebut any performance-related feedback.
- The contract requires that a draft copy of the performance plan be provided to the employee within 60 calendar days of the new performance plan year. Supervisors to discuss new plan with employee within the 1st quarter of the performance year.
- Interim reviews must be held for each employee as close as possible to the mid-point of the performance period.
- Employees should submit accomplishment reports and an employee who fails to submit an accomplishment report waives his/her right to seek reconsideration of his/her performance appraisal.
- Employees may prepare written comments to be attached to their performance evaluations, usually within seven workdays after meeting with the rating official. Employees may also prepare written comments to be attached to their evaluations prior to the submission of an application in connection with the merit promotion process, electronic jobs bulletin board, or other personnel action (as long as they did not file a grievance of their performance appraisal).
- Performance Evaluation ratings can be challenged through the negotiated grievance procedure.

Training – Article 9

- An employee's work schedule may be adjusted to attend internal or external training required by the OCC. However, management is not required to adjust work schedules if the training is not required by the OCC, even if the OCC pays for the training (i.e. graduate courses).
- Managers may, at their election, grant duty time for training not directly related to official duties as long as the agency benefits.
- Employees may obtain information about Employer-sponsored training, or training and conferences from other sources, through the intranet or general emails.

Employee Orientation - Article 10

- The Union will be provided with a 20-minute period during the Employer's initial employee orientation to address new bargaining unit employees, to introduce them to the Union and the process for voluntarily joining the Union.
- This article also provides for two hours of training on the contract for all employees, to be delivered jointly by the Agency and the Union. This does not preclude combining training for closely aligned field offices.

Merit Promotions – Article 11

- When the Employer is required to follow competitive promotion procedures, the Agreement requires that bargaining unit employees must be considered simultaneously with outside candidates.



- The number of best-qualified candidates referred to the selecting official is limited to ten, unless more than one vacancy is being filled or there is a tie for the tenth best qualified candidate.
- Announcements are open for a minimum of ten workdays, unless an emergency exists.

- An employee selected for promotion will be placed in the new position no later than 30 days following the date of selection.
- Employees will receive fair and equitable treatment.

Non-Competitive Promotions – Article 12

- Career ladder promotions will not be unreasonably delayed.
- The Agreement establishes conditions for approval of career ladder promotions.

Details and Special Assignments – Article 13

- Management must document details to a position(s) at higher pay bands that are expected to last more than 30 calendar days. Additionally, management must document details to lower or same pay bands if expected to last 120 calendar days or more. Documentation shall be an SF-52 or comparable agency form in the employee's OPF.
- The contract contains a definition of a detail (see Section 1B), special assignment (see Section 1C) and a temporary promotion (see Section 2).
- The contract identifies a list of factors to be considered when selecting employees for details and special assignments. These factors are mission, staffing and workload requirements along with knowledge, skills, abilities, experience and relevant competencies; workload and office interruption; other relevant job qualifications; employee developmental needs; and expressions of interest.
- Employer will solicit participants through the Opportunities Board as long as these opportunities (Details and or Special Assignments) do not interfere with legitimate business needs.
- Employees interested in details or special assignments should monitor the Opportunities Board announcements and use the Expression of Interest form located on the intranet.



- Selections will be made in a fair and equitable manner. Assignments will be rotated to the maximum extent practicable.

Reassignments – Article 14

- Reassignments can be requested or applied for through the merit promotion process.
- Employees may place their name on a voluntary transfer list for reassignments to different geographic locations (where OCC offices are located). The transfer list will be maintained by the Employer and an employee can list up to three locations. Employees submit an expression of interest and a summary of their qualifications. List will expire annually on October 1.
- Factors for consideration in making reassignments are: knowledge, skills, abilities, experience and relevant competencies; organizational workload, mission, goals and deadlines; employee developmental needs; other relevant job qualifications; employee requests, the transfer list, or other expressions of interests.
- Employees should expect to report to their new location no later than 90 days after notification, unless Employer and the employee agree to a different date.

Office Space Allocation in OCC Leased Offices – Article 15

- The article provides general square footage allocations for various positions in field, large bank, and satellite offices. Article also has separate square footage allocations for positions in Headquarters, Ombudsman's office, Data Center, and District Offices.



- When an existing office is not in compliance with these standards, it will be brought into compliance as soon as practicable. If renewing a lease on existing office where the employee space allocations would not comply with the standards in the Agreement, then the Employer will meet with the Union to discuss the reasons. However, if office is being relocated, the square footage standards set forth in the Agreement must be met.
- Contract provides required time frames for Union notice prior to relocating an office (120 days) or reconfiguring an office (60 days). The Union has 21 days to request negotiations in these circumstances.
- To the extent negotiations are required for other types of office moves, general contract provision for notice of changes in conditions of employment applies.

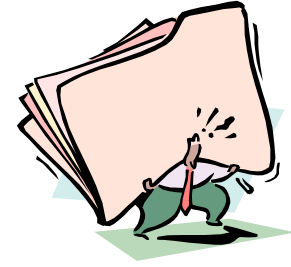
Work Schedules – Article 16

- The current 4/10 work schedule for employees in overnight travel status three nights in a pay period remains in effect. All other current work schedule options remain in effect.
- In addition, beginning one year after the effective date of the Agreement, employees may request a 4/10 work schedule without having to meet travel requirements. Employees may request to work 4/10 under either a compressed work schedule or a maxiflex schedule.
- Employees who are approved to work a 4/10 schedule cannot work recurring telework, but may telework on an occasional basis under the task-based program.
- Supervisors must normally either approve or deny any requested change to a work schedule within five workdays. If denied, the reasons will be explained to the employee, and put in writing upon request.

Overtime and Compensatory Time – Article 17

- Overtime must be ordered and approved in advance and in writing by the appropriate deputy comptroller or designee.
- Employees may earn overtime/compensatory time in 15-minute increments. Once the E-time system is implemented, overtime/compensatory time may be used in 30-minute increments.
- Overtime on existing projects will normally be assigned to employees working on the project.
- When the project is not ongoing, overtime will be assigned to best qualified.
- Other cases of overtime, managers will seek expressions of interest from qualified employees within the work unit.
- The Employer will provide an employee with as much advance notice of an overtime assignment as possible.
- The Employer will maintain appropriate records regarding compensated overtime.

Assignment of Work – Article 18



- The Employer will assign work in a fair and equitable manner; work assignments will not be made to reward or penalize an employee.
- The contract identifies a list of factors to be considered when assigning work, including current workload; employee knowledge, skills, abilities, experience and relevant competencies; organizational workload, mission, goals and deadlines; employee developmental needs; relationship to existing work assignments; time limits; costs; employee requests and any unique factors related to the task to be accomplished. Management retains the right to assign work.
- There is a new requirement to solicit employee expressions of interest for assignments outside an employee's district. These work assignments would be rotated among qualified volunteers to the maximum extent practicable. However, if the assignment is within the district, management is free to assign the work to whom they choose, unless the assignment meets the definition of a special assignment found in Article 13, Section 1(C).
- The Employer can make an assignment of work without solicitation of interests on a name specific request basis, or where unique skill sets are required and there are a limited number of employees possessing the required skill set(s), or when a supervision exigency exists.
- These provisions do not apply to: examining staff assigned to the Large Bank line of business, including the Shared National Credits Program; Examiners in Charge of Mid-Size banks and Functional Examiners in Charge in Mid-Size banks.

Telework – Article 19



- Telework opportunities are expanded to allow employees to telework up to one day per week performing “recurring tasks.” The current task-based telework remains and is now called “situational task” telework. OCC has three months after the effective date of the Agreement to implement the new “recurring task” telework.

- The employee and his or her supervisor must agree in advance on the type of work that can be performed while working recurring task telework. Once the type of work is approved, the employee is not required to seek approval before each instance of telework, but is required to notify the supervisor at least 24 hours in advance. The supervisor may disapprove or require rescheduling of a planned instance of telework for legitimate business reasons.
- Supervisors and managers must be fair and equitable in making determinations for telework eligibility and either approve or disapprove requests based on a consideration of work-related factors found in Section 2(B) & 2(D).

Part-Time Employment – Article 20

- Part-time employees are entitled to work an Alternative work schedule and to telework.
- An employee may include a general reason for seeking part-time employment. This eliminates the requirement set forth in the PPM that an employee must state a reason for the request.
- The Employer must respond to the employee's request in writing within 14 calendar days. Denials of a request for part-time employment will be discussed with the employee and the Employer, upon request, will provide the employee of the reasons for the denial in writing.
- Employers must notify the employee of the need for any change in a part-time schedule as far in advance as possible, usually as soon as they are aware of the need for change.
- Temporary part-time schedules are normally for a period of one year, but may be extended for up to an additional year. This provision allows the initial part-time schedule to be for longer than one year (e.g. 18 months) as long as the duration does not exceed two years.
- An employee may request and return to a full-time schedule prior to the end of an approved temporary part-time schedule. This provision eliminates the requirement that the supervisor approve the employee's request to return to a full-time schedule.
- If a work requirement requires a part-time employee to work more hours than agreed upon for more than two pay periods, the Employer shall submit a personnel action request to officially increase the employee's part-time hours and promptly notify the employee.

Travel – Article 21

- Most of the rules and regulations governing travel that are contained in the OCC's Handbook for Travel will continue to remain in effect.



- Disagreements over travel expense claims are subject to the negotiated grievance procedure.
- The article states the rules on travel time for employees covered by the FLSA, as set forth in the FLSA and applicable regulations.
- Both FLSA exempt and non-exempt employees should be allowed to travel during work hours “to the maximum extent practicable.”
- Employees should obtain prior approval from their supervisors for travel during non-duty hours because this travel may result in overtime or compensatory time claims. A supervisor may require that an employee travel during work hours rather than earn compensatory time or overtime.
- The OCC will assign all work requiring travel in a fair and equitable manner, taking into consideration work related factors and the impact of travel on affected employees.

Leave - Article 22

- For leave requests greater than two days, request is generally to be submitted two days prior to the date leave commences.
- Employee should notify and request unscheduled leave normally within first two hours of the employee’s workday.
- Leave will be charged in 30-minute increments when new system (e-Time) is fully implemented.
- Requests for annual leave will be approved or denied by the date the leave is needed, or no later than 10 days after the request was submitted unless another deadline is set by the Employer in accordance with the contract.

- The tie breaker for when multiple leave requests are received at the same time and not all leave requests can be accommodated is agency seniority.

Equal Employment Opportunity – Article 23



- The article simply codifies OCC's longstanding Equal Employment Opportunity (EEO) policy and practice.

- OCC EEO counselors will be listed on the OCCnet. Employees may contact the counselors with questions about the EEO complaint process but must go through Workplace Fairness and Alternative Resolutions (WFAR) to file a complaint. WFAR retains the right to assign a counselor to an employee.
- Employees at their discretion may file an EEO complaint using either the established EEO administrative process or the negotiated grievance process, but not both. Regardless of which process, employees will be entitled to Union representation.
- An employee will exercise his/her option at such time that the employee timely files a formal complaint of discrimination or timely files a grievance in writing, whichever occurs first. Consultation with an EEO counselor does not constitute filing a formal EEO complaint.
- Prior to filing a grievance that contains a claim of discrimination, the employee must first seek informal resolution of the matter through pre-grievance mediation offered by WFAR.
- OCC will continue to offer Fair Alternatives and Innovative Resolutions (FAIR).

Health and Safety - Article 24

- OCC will allow a Union representative to accompany management on any health and safety inspections, and will provide the Union with the results of any health and safety inspection of the Employer's office space.

- At its own expense, the Union may arrange for its own health and safety inspections of any Employer-leased office. Fire drills and/or inspections in large bank space must have the permission and participation by the landlords.

- The OCC will continue to provide flu shots, first aid kits, defibrillators, Employee Assistance Programs, and fitness center services.



Competitive Sourcing – Article 25

- The contract requires the OCC to continue to comply with applicable laws and regulations, including OMB Circular A-76 and the Federal Activities Inventory Reform Act (FAIR Act).
- The OCC will give NTEU an annual list showing full-time equivalents (FTE) and corresponding codes on the FAIR Act list. If the Union wants additional information, it may submit requests under the labor statute or the Freedom of Information Act (FOIA).
- The OCC will give the Union notice of proposed competitive sourcing prior to giving notice to employees or the public.
- The OCC will give employees and the Union the opportunity to participate in developing the performance work statement or statement of work, and the management plan used to determine in-house cost estimates, in accordance with A-76.

Probationary and Trial Employees – Article 26

- The probationary period for competitive service employees and the trial period for excepted service employees is one year.
- All separation notices will contain appeal rights to the Merit Systems Protection Board (MSPB) or through the EEO process, if appropriate.
- The removal of a probationary or trial employee is not subject to the grievance provisions of the Agreement.

Grievance Procedure – Article 27

- The agreement provides a “broad scope” grievance procedure, including ability to grieve EEO matters. Employees can either raise issues through the EEO process or grieve these issues, but they cannot go through both processes.
- The agreement provides for a two step process with an option of a 3rd step by mutual agreement. Grievances must be filed within 15 workdays of the action giving rise to the grievance. The Alternative Dispute Resolution (ADR) process may be utilized, by mutual agreement of the parties, after a grievance has been filed.
- Supervisors may have one additional representative present with them, when hearing a grievance. If grievant is not co-located with the step one official, then the meeting is conducted via the telephone.
- The Employer and the National Union can file “institutional” grievances against each other. This type of grievance must be filed within 20 workdays after the occurrence that gave rise to the grievance.

Arbitration – Article 28

- Arbitration request must be filed within 30 days of the final grievance decision or the final decision in an adverse performance or conduct action that has not otherwise been appealed under a statutory procedure.
- The Parties will select a national arbitration panel of not less than three arbitrators and the contract permits other arbitration panels to be created by mutual agreement. Cases will rotate among arbitrators on the panel.
- Unless mutually agreed otherwise, any requested arbitration that has not been scheduled for hearing within six months will be deemed moot and considered withdrawn.
- The grievant and witnesses will be excused from duty without loss of pay or charge to leave.
- Issues cannot be raised for the first time in arbitration that were not raised during the process of the grievance or the adverse performance or conduct action.



- Section 6 provides for an expedited arbitration process that is applicable for specified types of actions. The list includes denials of official time, denials of leave requests, and denials of situational and recurring task telework requests.

- Under the expedited process, the time frame for requesting arbitration is only 15 days. If an arbitrator cannot schedule a case within 30 days, it rotates to the next arbitrator on the panel. Arbitrator will issue a bench decision, if possible, but will issue a decision within 10 workdays from the close of the hearing.

Disciplinary Actions - Article 29 and Adverse Actions - Article 30

- If action is withdrawn or overturned based on the merits, all documentation related to the action will be destroyed with confirmation sent to the employee.
- The Agency and the Union have agreed to the concept of progressive discipline. Although each case must be considered individually, progressive discipline may not be appropriate in cases involving serious offenses.
- The Employer must consider mitigating and aggravating factors before deciding on an appropriate penalty. The Agreement lists a series of 12 "Douglas" factors that the Employer will consider in its resolution of both types of actions.
- The Employer will provide the employee with the documentation or other evidence upon which the action is based.
- In suspensions of 14 days or less, the employee will have up to four hours, to prepare a defense; in adverse actions, the employee may receive up to eight hours duty time.
- If an oral reply is offered, it will be made in person unless agreed otherwise. The Employer will pay the travel and per diem expenses of the employee.
- The Employer will prepare a summary of any oral reply and the employee or Union may submit clarifications to the summary.
- A letter of admonishment or reprimand will be removed from the OPF no later than two years from date of issuance.



- The Adverse Action article does not apply to probationary or trial employees; the Disciplinary Action article applies to both.
- Disciplinary actions may be appealed to arbitration by the Union. Adverse actions may be appealed by the employee to the MSPB or by the Union to arbitration (but not both).

Unacceptable Performance - Article 31

- Article does not apply to removal of probationary or trial employees or to performance-based removals under 5 U.S.C. Chapter 75.
- For purpose of this article, an action based on unacceptable performance is a reduction in pay band or removal of an employee whose performance is at Level One.
- If the action is withdrawn or overturned based on the merits, all documentation related to the action will be destroyed with confirmation sent to the employee.
- Before taking a removal or demotion action under this article, the Employer must provide the employee a notice of opportunity to improve for 60 to 120 days, depending on the nature of the duties.
- The employee will be provided with any information or other evidence relied upon to support the proposed action.
- The employee will be provided up to eight hours duty time to prepare his/her response to the proposal.
- The Employer will prepare a summary of any oral reply and the employee or Union may submit clarifications to the summary.
- If the employee elects to make an oral reply, it will be made in person unless agreed otherwise. The Employer will pay the travel and per diem expenses of the employee.
- Actions based on unacceptable performance may be appealed by the employee to the MSPB or by the Union to arbitration (but not both).

Retirement/Resignations – Article 32



- An employee identified by the Employer as eligible to retire within five years may participate in the Employer-sponsored pre-retirement planning seminar. An employee may attend a second seminar if more than five years have elapsed since they last attendance and space is available.

- If a seminar is not offered at the employee's official site, the Employer will pay for the employee to attend the seminar at an approved cost-effective alternate location.
- Probationary employees may choose, up to the effective date of their termination, to submit a letter reflecting voluntary resignation, which is the action that will be recorded on the SF-50.

Dues Withholding – Article 33

- Dues will start being withheld no later than one full pay period following receipt of a properly completed and certified 1187 form.
- An employee's dues will terminate no later than one pay period after the employee is reassigned or promoted to a position outside the bargaining unit. Notice of such dues termination will be provided to the employee and the Union Chapter.
- If an 1188 is submitted during that first year, it will be processed effective the first pay period after the end of the year. However, after that first year has been completed, an employee must submit a properly executed 1188 during the month of August and such revocations will become effective during pay period 18.

Labor-Management Relations Committees - Article 34

- OCC and NTEU have agreed to establish a Labor-Management Relations Committee (LMRC) as a forum for exchanging information and discussing matters of mutual concern. The LMRC may not be used to circumvent other ongoing processes (such as grievances) and these meetings will be used to discuss issues of relatively broad scope.



- Official time to attend LMRC meetings counts toward the total official time bank described in Article 6. The OCC will pay travel costs for four Union members to attend one LMRC meeting per year.

Informal Resolution of Unfair Labor Practice Charges - Article 35

- The aggrieved party will notify the other 15 calendar days prior to filing an Unfair Labor Practice (ULP) to try and correct any problems or misunderstandings.

Employee Personnel Files – Article 36

- Employees will have access to all information kept in the official personnel files, and in any system of records subject to the procedures of the Privacy Act.
- Managers may maintain personal notes “memory joggers”. These personal notes must not be disseminated to other managers or employees. Access to any information in employee personnel files will be limited to OCC personnel who have the need for the information in the performance of their official duties.
- To the extent practicable, the Employer will institute the use of employee identification numbers (different from SSNs) on time and travel reports, leave forms, and other personnel records, in order to preserve the confidentiality of employee information.

Union Access to Employer Facilities and Resources - Article 37

- Union representatives are allowed to use OCC leased space. The Union’s National Officers must provide advance notice (usually 24 hours) if meeting with OCC bargaining unit employees in OCC space.
- Requires that the Union request and receive approval from OCC management before inviting other non-employee individuals into OCC space. Other non-employee individuals could include other government officials, the general public, etc.
- OCC will provide copies of the Agreement to all bargaining-unit employees on compact discs.
- The Union can use the OCC mail system for communications with OCC management.
- Union offices will be established in each district office and the headquarters office.

- The Chapter President or designee not located in a district office may use the Employer's conference rooms subject to availability.
- Each Union chapter will be provided bulletin boards in order to post Union materials.
- The Union will be allowed to set up tables or booths at conferences held in Employer leased space if other employee groups sponsored by management do so. These booths will be manned on non-duty time.
- The Union will be allowed to perform desk drops four times per year with at least a one-day notice (oral or written).

Reduction in Force – Article 38

- The article sets forth a variety of tools the Employer will use or consider using to mitigate the need to conduct a RIF (reassignment to vacancies; career transition assistance services; requesting early out authority; job swapping with an employee who wants to leave, etc.).
- The Employer will provide the Union with written notice of a decision to conduct a RIF at the earliest practicable date, but not later than 90 calendar days prior to the planned effective date.
- The Employer will brief the Union concerning the RIF no later than two weeks after notification that a RIF will be conducted.
- Specific RIF notices will be issued to employees at least 60 calendar days before the date of the RIF.
- Upon request, an employee or his/her representative may review retention records and other records relied upon that may relate to the RIF action being taken against the employee.

Duration and Termination - Article 39

- Although the agreement is set to expire in 3 years, it will automatically roll over unless, during a specific time window, either party informs the other of its intent to amend, modify or terminate the agreement.

