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ARTICLE I - PARTIES AND PURPOSE OF AGREEMENT

Page 1

Section 1. Parties

- A. This Agreement, subject to Title VII of the Civil Service Reform Act of 1978 (5 USC 7101-7135) (the Federal Service Labor-Management Relations Statute, referred to in the Agreement as the Statute), is between the Library of Congress (Library) and the Congressional Research Employees Association (CREA, or the Association), International Federation of Professional and Technical Engineers (IFPTE) Local 75, referred to collectively as the Parties.
- B. The Congressional Research Service (CRS) is a Department of the Library and is subject to the provisions set out in the Legislative Reorganization Act of 1970, P.L. 91-510, other provisions of law, applicable regulations, including Library regulations, and this Agreement.

Section 2. Recognition

In October 1975, the Association petitioned the Labor-Management Relations Umpire for a representation election in a unit of Library employees in CRS. On February 18, 1976, an election was conducted, and the Association received a majority of valid ballots. On March 8, 1976, the Association was certified by the Umpire as the exclusive representative of all employees in the unit.

Section 3. Unit

The Unit for which the Association is the exclusive representative is composed of all professional and nonprofessional employees of the Congressional Research Service except for persons excluded from appropriate units by 5 USC 7112(b).

Section 4. Exclusive Representative

The Library recognizes the Association as the exclusive bargaining representative of the employees in the unit described in Section 3.

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ARTICLE II - LAWS AND REGULATIONS - RIGHTS OF LIBRARY

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Section 1 . Subject to the restrictions of 5 USC 7116 (a)(7), in the administration of all matters covered in this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies of appropriate authorities to which the Library is subject.

Section 2 . This agreement is subject to published Library policies and regulations in existence at the time the Agreement is signed that are not inconsistent with this Agreement; and to subsequently published Library policies and regulations required by law or by the regulations, policies or resolutions of appropriate authorities to which the Library is subject.

Section 3 . If during the life of this agreement, laws or regulations issued from appropriate authorities invalidate or require an amendment to any part of this Agreement or any supplement hereto, the Parties agree to meet, consult and bargain within a reasonable time over the effect of the mandated change.

Section 4 . Library policies and regulations affecting unit employees that are promulgated subsequent to the approval of this Agreement, other than those required by law, a rule or regulation implementing 5 USC 2302, or the regulations of appropriate authorities, shall be consistent with the terms of this Agreement, unless otherwise agreed to by the Parties.

Section 5 . Where changes to the Agreement are made pursuant to sections 3 and 4 above they shall be made as amendments to the Agreement.

Section 6 . The Association is entitled to submit from time to time for the consideration of the Library, proposals for the amendment of Library regulations, policies, or programs, and proposals for the amendment of laws affecting Library employees. The Library shall acknowledge the receipt of such proposals within 30 days and respond to them within 30 days thereafter.

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ARTICLE III - MANAGEMENT RIGHTS

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Section 1. Subject to the provisions of 5 USC 7106(b), nothing in this Agreement shall affect the authority of any management official of the Library:

- A. to determine the mission, budget, organization, number of employees, and internal security practices of the Library; and
- B. in accordance with applicable laws,
 1. to hire, assign, direct, layoff, and retain employees in the Library, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Library operations shall be conducted;
 3. with respect to filling positions, to make selections for appointments from--
 - i. among properly ranked and certified candidates for promotion; or
 - ii. any other appropriate source; and
 4. to take whatever actions may be necessary to carry out the Library mission during emergencies.

Section 2. The right to make rules and regulations shall be considered an acknowledged function of the Library. In making rules and regulations relating to personnel policies, procedures and practices and matters affecting working conditions, the Library shall have due regard for the rights of the Association and the employees and for the obligations imposed by this Agreement. The obligation to meet, consult, and bargain does not include matters with respect to the mission of the Library; its budget, its organization, or its internal security practices. At the election of the Library, the parties may negotiate on the numbers, types, and grades of employees or positions assigned to any organizational sub-division, work project, or tour of duty, or on the technology, methods and means of performing work. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

Section 3. All references in this Agreement to specific management officials or officers by title shall also be understood to include (a) any successor officials or officers and/or (b) any other office appropriately designated by the Library to perform a function specified in this Agreement. When a change is made the Library shall notify both employees and the Association normally at least thirty (30) days in advance of the change specifying the term or terms of the Agreement and the newly designated official or office.

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ARTICLE IV - RIGHTS OF THE ASSOCIATION

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Section 1.

- A. Having been accorded exclusive recognition, the Association is the exclusive representative of the employees in the unit and is entitled to act for, and to negotiate agreements covering all employees in the unit. It is responsible for representing in good faith the interests of all employees in the unit without discrimination and without regard to whether or not individuals hold Association membership.
- B. The Association shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies, and practices, or other matters affecting general working conditions of employees in the unit.
- C. The Association shall have all the rights which accrue to it by law or regulation by virtue of its certification as representative of the employees in the unit.

Section 2 .

The Library shall in no way restrain, interfere with, coerce, or discriminate against designated representatives of the Association in the exercise of their right to serve as representatives for the purpose of collective bargaining; handling grievances, appeals, and unfair labor practice charges; furthering effective labor-management relations; or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit.

Section 3 .

- A. During the term of this Agreement, the Association shall have the right to meet, consult, and bargain at reasonable times with the Library with respect to changes proposed by the Association in personnel policies, practices, procedures, and matters affecting working conditions of CRS bargaining unit employees. Provided, however, any subject or matter which is covered in this Agreement, or which was discussed or presented during negotiations, may only be reopened with the consent of both parties except as provided in the reopener provision, Article XLI, Section 3.
- B. Except when compelled by operating requirements, the Library will give the Association at least 21 days advance notice of proposed changes, amendments to, or additions to Library regulations (LCRs) on matters affecting personnel policies, practices, procedures and working conditions of CRS bargaining unit employees. Before implementation, the Library agrees to receive written comments as may be appropriate from the Association concerning such proposed changes and to meet, consult, and bargain with the Association as required by law. This subsection shall not be construed to authorize proposals to alter any matters specifically provided for in this Agreement.
- C. The Library will meet, consult, and bargain with the Association, to the extent required by law, over appropriate arrangements to deal with the negotiable impact and implementation of policies affecting working conditions of bargaining unit employees. Any notification provided to a labor organization in the Library concerning a Library-wide matter shall also be provided to the Association.
- D. Nothing contained in this Agreement shall be construed to relieve the Library of any

obligation it may have to give notice to the Association and to meet, consult, and bargain with the Association.

Section 4. Past Practices

The parties agree to continue, unless changed through this Agreement, any employee benefits, practices, and understandings that are enjoyed by an identifiable group of unit employees and mutually acknowledged by a duly authorized representative of the Library or its designee and the Association, and that are not specifically inconsistent with this Agreement or appropriate regulations. Nothing contained in this section shall diminish the right of the Library to exercise its rights set out in 5 U.S.C. Section 7106, management rights. Prior to changing any employee benefits, practices, and understandings that are mutually acknowledged in the manner described above, the Library shall first consult with the Association and, to the extent required by law, bargain with the Association over appropriate arrangements to deal with the negotiable impact and implementation of any changes.

Section 5 . Representation on Committees

- A. The Association shall be entitled to have a member on all official Library committees, councils, and task forces which have as their principal purpose the consideration of matters directly affecting working conditions or personnel policies and practices in the bargaining unit, when the Library has designated that employees will be members of such assemblages.
- B. After consultation with the Library, the Association shall name all members of the unit who are designated as Association representatives of such official assemblages.

Section 6 . Representation of Non-Member Unit Employees

The Association recognizes its legal obligation to provide fair representation to all unit employees, regardless of their membership or non-membership in the Association.

Section 7 .

- A. For the purpose of more adequately assessing employee views on all matters relating to their employment in CRS, the Association shall have the right to ascertain employee interests and views at least once annually by circulating to them such questionnaires or other surveys as are appropriate in the determination of the Association. Such surveys are to be distributed and collected during non-duty hours.
- B. When the Library conducts or pays for and directs a survey involving unit employees, the Association will be notified in advance and given the opportunity to comment and shall be entitled to receive copies of the completed raw survey instruments minus names and other personal characteristics that would, on their face, clearly identify the respondents.
- C. All surveys of employees, including Association examination of completed survey instruments, shall be conducted in such a fashion as to protect the privacy of the employees being surveyed.

Section 8 .

- A. The Library agrees to make all Library of Congress regulations and directives accessible on-line to all bargaining unit employees. The Library will notify the Association of changes made to Library of Congress regulations and other directives.
- B. The Library shall furnish to the Association on a monthly basis a complete list of all unit employees. This list shall include the following information about such employees: name, series, grade and step, position title, part-time status, if applicable, and divisional or organizational units. All personnel actions are covered, including separations, resignations, promotions, temporary promotions, and reassignments.
- C. The Association shall provide a representative who shall be permitted to give an informational address to each new group of unit employees attending the Library's new employee orientation session and shall be permitted to provide such employees with an educational packet.

Section 9 . Congressional Hearings

The Library agrees that representatives of the Association shall be free from coercion and restraint to communicate with members of Congress on matters affecting CRS unit employees, and those representatives of the Association shall have the right to appear, give evidence and testify before Congressional Committees with regard to such matters.

Section 10 .

- A. The principal officers of the Association shall be granted permission to enter Library buildings at any time and may have access to their respective work areas and to the CREA office. The identification cards of these Association officials shall bear the imprint All Hours Access and shall be displayed at all times.
- B. For the purposes of this section, "Library Buildings" shall mean the Thomas Jefferson Building, the John Adams Building, and the James Madison Memorial Building.
- C. The Library may revoke, after consultation with the President of the Association, the all hours access pass of any Association official whose conduct or activities reveal a risk to the security or safety of the Library buildings.

Section 11 .

The Library will notify the Association in a timely fashion, normally, absent exigent circumstances, no less than 24 hours in advance of meetings at which it is entitled to representation, specifying the time, location, and agenda for the meeting. The Association will confirm its attendance with the convener of the meeting.

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ARTICLE V - LIBRARY-ASSOCIATION COOPERATION

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Section 1.

Representatives of the Association and Library management outside CRS will meet at least monthly. The joint meetings between the Association and the Library will give consideration to policy matters relating to personnel policies and practices and working conditions of the employees in the unit, labor-management relations matters, and questions concerning implementation, interpretation, or application of this Agreement.

Section 2.

Meetings will be held on official time at a time and place determined by mutual agreement. Meetings will not exceed two hours except upon mutual agreement. Agenda for scheduled meetings will be exchanged at least five (5) work days prior to the meetings. If neither party has anything to discuss during any given month, no meeting will be held by mutual agreement.

Section 3.

Association and Library representatives at these meetings normally will be of equal number. The number of representatives will be determined by mutual agreement.

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ARTICLE VI - RIGHTS OF EMPLOYEES

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Section 1 .

Each employee shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist the Association or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The right to assist the Association shall include participation in the management of the Association and acting for the Association in the capacity of an Association representative. The Library shall not interfere, restrain, coerce, or discriminate against any employee for the purpose of encouraging or discouraging membership in or representation by the Association.

The Library, pursuant to 5 USC 7114(a)(3), shall notify unit employees and supervisors annually of an employees right to be represented by the Association at any examination by a representative of the Library 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. In addition, employees shall be notified of their right to Association representation 1) prior to any discussion when the manager expects that disciplinary action may result, or 2) during the course of the discussion if it becomes clear that the matter has the potential to result in disciplinary action.

Section 2 .

Nothing in this Agreement shall require any employee to become or to remain a member of the Association or to have money deducted from the employee's pay for the Association except pursuant to a voluntary written authorization for such payroll deductions.

Nothing herein shall prevent CRS employees from volunteering to offer Association representation services. Participation or non-participation in these representation services shall have neither a favorable nor an adverse effect on the employees promotion review.

Section 3 .

There shall be no discrimination by the Library or the Association against any employee based on race, color, religion, national origin, sex or sexual orientation, age, marital status, non-disqualifying handicapping condition, political affiliation, or any other ground that is specifically prohibited by law, or regulation applicable to the Library.

Section 4 .

Employees shall not be required to disclose any information relating to any matter specified in Section 3 except as required by law, job qualification, or Library regulations.

Section 5 .

- A. Employees in all CRS organizational units shall have reasonable access to all Library regulations, written statements and other memoranda relating to personnel policies and practices and working conditions within their respective divisions and offices and upon establishment of a demonstrated need, the employee may request and receive a copy.

- B. Amendments to such Library regulations or written statements of new regulations and statements shall be posted on division bulletin boards upon issuance, and will be issued to all stewards.
- C. Any new employee hired by CRS after the effective date of this Agreement shall be given a copy of this Agreement, as well as publications detailing Library and CRS services and benefits. Employees transferring into the unit shall be given a copy of this Agreement and shall be provided with published information about CRS and its mission.

Section 6 .

The Library shall render to each employee regular, prompt and accurate payment for the performance of his/her duties.

- A. If an employees pay for regular hours worked is deficient by one-half or more, the employee may request early compensation for the loss by submitting to the CRS Office of Finance and Administration 1) a copy of the certified T&A report verifying the number of hours worked and 2) a written and signed statement that the deficiency will cause a hardship if not corrected before the next pay date. The Library will restore the balance of pay within two work days of the official pay date or within two work days of the submission of the request, whichever is later.
- B. If an employees pay for regular hours worked is deficient by less than one-half, the employee must submit to the CRS Office of Finance and Administration a copy of the certified T&A report verifying the deficiency. Every reasonable effort will be made to correct the pay shortage in the next regularly scheduled paycheck.
- C. In the event an employee advances his/her personal funds for Library or CRS approved and sponsored travel and/or training, the Library shall ensure that the employee is reimbursed as soon as practicable, but no later than 90 days after the employee submits a proper request for repayment.

Section 7 .

- A. Employees shall have the right to visit the following individuals and offices during working hours:
 - 1. Human Resources Directorate, including the Workers Compensation Officer and Retirement Officers;
 - 2. Equal Employment Opportunity (EEO) Officers and EEO Counselors;
 - 3. Supervisors and management officials higher than the employee's immediate supervisor;
 - 4. Employee service offices, including but not limited to, the Health Services, Employee Assistance, Disbursing, and Administrative Offices;
 - 5. Association Officers and Stewards;
 - 6. Dispute Resolution Center.

Employees have the responsibility to exercise this provision judiciously and only for appropriate purposes.

- B. An employee must inform his or her immediate supervisor (or designee) before visiting on official time any of the offices or individuals described in paragraph A above, with the exception of 1) CRS supervisors and management officials higher than the employees immediate supervisor and 2) designated or elected Association representatives in the employees own division or office. In requesting approval, employees will not be required to disclose confidential and/or privileged information. The immediate supervisor's permission will normally be granted except when in his/her opinion workload or other organizational needs such as training or meetings precludes such approval. Such approval will not be arbitrarily, capriciously, or discriminatorily denied. The supervisor will keep the employee's whereabouts confidential except for other managers on a need-to-know basis. In all cases involving the exceptions enumerated above, the employee will leave a note indicating the time of leaving and expected return.

Section 8 .

Each employee shall have a reasonable amount of official time, during his/her official work schedule, normally not to exceed ten (10) hours, if necessary, for preparation of a grievance and ten (10) hours, if necessary, for preparation for arbitration. All time spent pursuant to this section shall be reported to the supervisor and recorded on a form (Grievance/Arbitration Preparation Time Form) by the supervisor. The employee will initial the form and a copy will be provided to CREA. Official time available to any employee for

such purpose shall not normally exceed a total of 15 percent of any given work week for any and all of the employee's grievances and appeals. The use of official time shall not include such time spent presenting grievances and/or appeals to appropriate management officials or arbitrators. The use of official time for these purposes is subject to prior supervisory notice, and shall be subject to workload or other organizational needs. Employees shall not abuse this grant of official time by unduly absenting themselves from their assigned work. Determination as to whether official time is being used within reasonable limits will be made by the Library, after discussion and consultation with the President of the Association or his/her designee. This determination may be grieved under Article XXXI Grievance Procedure. (A supervisor may always require an employee to account for the use of official time and whereabouts under sections 7A and 8; however, in any discussions with their supervisors relating to these Sections, employees shall not be required to disclose confidential and/or privileged information.) The Library reserves the right to require supervisory approval prior to the exercise of any employee rights under Sections 7A and 8 for legitimate job related reasons.

Section 9 .

It is the policy of the Library not to intervene in matters of disputed employee debt. In the event of a dispute between an employee and a private individual or a firm with respect to an alleged debt or financial obligation, the Library shall not furnish any debt collector with information about an employee, without the employee's permission, except to verify (but not disclose) employment status, length of service, and salary level.

Section 10 .

The Library agrees to offer notary services to all employees to meet official needs. Notaries will provide free services to employees to meet their personal needs provided such arrangements do not interfere with official work. A list of notaries will be provided in the Library and CRS telephone directories.

Section 11 .

The Parties recognize that any management action with respect to employee conduct off duty and off Library premises shall be taken in conformance with Library regulations (see LCR series 2023 in particular), applicable laws, or directives from higher authority.

This section does not waive, supersede, or limit any legal rights of the Association to bargain over or otherwise address any subsequent proposal by the Library to institute any program or drug or polygraph tests of employees.

Section 12 .

The Library agrees to continue to make every reasonable effort to assist employees in finding local day care facilities. The Library shall continue its on going program for the identification of local day care facilities, including information on occupancy, capacity, rate, locations, hours of operation and locality licensing required, and shall publish a list of such facilities for interested employees. The Library agrees to make this information available to all new employees and to others upon request to the Women's Program Office.

Section 13 .

In accordance with the Americans With Disabilities Act and appropriate LCRs, including LCR 2025-8, the Library shall provide services to qualified individuals when needed for the accomplishment of official work.

Section 14 .

Employees shall dress in good taste as reflected by a clean appearance and appropriate dress.

Section 15 .

Prior to enforcing an LCR involving personnel policies, practices, and conditions of employment, where the Library believes that it may have been lax in enforcement, the Library agrees to consult with the Association regarding the matter.

[Grievance/Arbitration Preparation Time Form](#) (PDF)



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Article VII - Merit Employment

Section 1.

The purpose of this Article is to ensure that merit principles are applied in an equitable manner to all applicants for employment and all Library employees; to select those candidates best qualified; and to provide an incentive for all employees and outside applicants to pursue a career in the Library based on the excellence of their performance and development of their knowledge, skills, and abilities through an orderly and fair consideration for vacancies in bargaining unit positions.

Section 2.

Details as described in Article XVII, Details, are exempt from the provisions of this article. Temporary appointments, temporary transfers, or temporary reassignments not exceeding three months are exempt from the provisions of this Article as are temporary promotions not exceeding two months.

Section 3.

Vacancy announcements shall include the following:

- A. announcement date,
- B. identifying number of the announcement,
- C. organization and geographic location of the position,
- D. reservation by the Library of the right to fill any number of positions vacant or becoming vacant during the life of postings,
- E. title, schedule, grade, salary, job series, appointment tenure and job number,
- F. a summary of the job posted including a statement whether the job is supervisory or non-supervisory,
- G. minimum skills, knowledge and abilities required,
- H. minimum education and training required, and the formulae for substitution of experience for education and vice versa, where appropriate,
- I. time-in-grade requirements,
- J. area of consideration, if other than concurrent,
- K. selection ranking factors,
- L. career ladder promotion plan, if any,
- M. security clearance required, if any,
- N. tour of duty hours, special shifts,
- O. tests required, if any, not including interviews,
- P. a statement whether the Merit Pay provisions of 5 U.S. Code Section 5402 will apply to the job,
- Q. number of vacancies,

- R. whether the job is in the bargaining unit,
- S. the statement that the Library is an equal employment opportunity employer,
- T. if a reposting, the first posting will be referenced and a statement included which will list changed requirements, if any, and information as to whether employees must refile.

Section 4.

All vacancy announcements will remain open for applications for a minimum of ten (10) work days. The Director of CRS retains the right to post vacancies for a shorter period, not less than five days, to meet the needs and requirements of CRS in fulfilling its mission. Announcements shall be distributed to all departments, divisions, and offices within the Library for timely posting on their bulletin boards. Failure to post announcements in these areas is non-grievable. Simultaneously, announcements shall be placed on bulletin boards under the jurisdiction of the Human Resources Operations Office.

Section 5.

For all positions within the bargaining unit, candidates will be evaluated for basic eligibility to determine whether applicants meet the minimum posted qualifications for the position by the Human Resources Operations Office in consultation with a representative designated by the Director of CRS. Those candidates who apply but do not meet the minimum requirements will be so advised within five (5) days after the evaluation. The notification shall inform the candidates of their right to submit their applications with such additional information as they deem relevant. The Human Resources Operations Office shall be responsible for recording all eligible candidates.

Section 6.

Qualifications rating panels shall be established by the Director of CRS for the filling of all positions GS-5 and above. Panels shall consist of at least three members of CRS management designated by the Director. Panel members shall be familiar with the duties and qualifications of the type of position being posted. A representative of the Human Resources Directorate shall be a non-voting member. An affirmative action effort will be made to include women and minority panel members. The Association may have an observer at panel sessions who will respect and observe the confidentiality of the proceedings.

- A. The panel shall be responsible for ranking and rating all eligible applicants into two groups: Qualified and Better Qualified.
- B. The five top-ranked Better Qualified candidates will be referred to the selecting official, unless there are fewer than six eligible candidates, in which case the names of all eligible candidates will be referred to the recommending official.

Section 7.

All candidates referred to the recommending official shall be given the opportunity to be interviewed.

Section 8.

All candidates shall be notified as to the group in which they were placed.

Section 9.

The recommending official will submit recommendations for filling vacancies to the Director of CRS for review and approval.

Section 10.

When a recommending official decides that none of the candidates referred is adequate, the Director of CRS will decide whether the reasons given are sufficient to justify reposting or referral of additional candidates.

Section 11.

If a recommendation by the recommending official for filling a vacancy has not reached the Human Resources Operations Office within 90 calendar days from the announcement date, the announcement expires. All eligible applicants on an original announcement shall be reconsidered on one subsequent reannouncement, unless they choose to withdraw, and shall be notified when this announcement is repeated.

Section 12.

The Library shall be able to notify the recommended candidate that he or she has been recommended, subject to final Library approval and any necessary pre-employment security clearances, as soon as the selection decision is made. The Library shall also be responsible for notifying all eligible candidates not selected.

Section 13.

- A. Unit employee or Association grievances arising over the interpretation or application of the provisions and requirements of this Article shall be processed in accordance with the negotiated grievance procedure.
- B. When a grievance is filed, the employee or the Association representative, or in the case of an Association grievance, the Steward and/or the Vice President, will be permitted to review all relevant records pertaining to the procedures employed in the selection process. Information on other individuals will be altered to the extent necessary to prevent their identities from being known.

Section 14.

This article covers the filling of all vacancies within the bargaining unit with the following exceptions:

- A. Positions for which, because of their unusual or special character, the Library may determine that the posting of notice of vacancy is impractical or undesirable. The Librarian shall contemporaneously report to CREA all appointments made under this exception. Disagreement with the determination may be the subject of a grievance.
- B. Initial appointments for persons recruited under an approved recruitment, training, or exchange program.
- C. Reassignments, transfers, and/or changes to positions at lower grade levels caused by reduction in force, and all other transfers or reassignments without change in grade or salary to resolve work related problems.
- D. Promotions governed by an approved promotion plan.
- E. Positions paid from gift funds entrusted to the Library for the employment of particular persons or persons of particular categories. (This exception shall not apply to routine positions with usual requirements unless the terms of the gift so require.)
- F. Positions paid from funds transferred from other agencies when conditions imposed by such agencies preclude posting.
- G. Placements made pursuant to Article XXXI, Negotiated Grievance Procedure whether it be an employee or non-employee, to resolve or dispose of any law suit, or pending grievance or appeal brought under an appropriate statutory appeals procedure.

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CREA

Article VIII - Promotion Review for Positions in Promotion Ladders

Section 1 .

This article establishes the requirements governing the review and evaluation for promotion of employees occupying career ladder positions in the bargaining unit. The Library recognizes that the opportunity for advancement to positions of increasing responsibility and pay is an important aspect in providing career development, and that the retention of qualified employees is essential to the performance of the CRS mission. The Library subscribes to the policy of providing training and experience which will enable employees to assume progressively more responsible duties and permit employees who have successfully performed duties at the next higher level to advance to the higher grade without competition. Promotions shall be made in accordance with applicable law, regulation, and this Agreement.

All promotion reviews for employees in professional positions shall cover work performed during the year preceding the eligibility or anniversary date; however, a staff member may elect to include additional work going back to eighteen months prior to the eligibility or anniversary date. Promotion reviews for all other employees shall cover at least six and not more than nine months prior to the eligibility or anniversary date.

The Library shall not reward or penalize employees in promotion reviews for time spent engaged in activities authorized under law and this collective bargaining agreement.

Section 2 .

Promotion under this Section shall be based on an employee meeting time-in-grade requirements and demonstrating sustained fully successful performance at the next higher grade level. The Library shall give the Associate or Assistant Director, the supervisor, and the employee at least ninety (90) days prior written notice of the promotion review eligibility or anniversary date. Each employee will have access to all bargaining unit position descriptions.

Section 3 .

Normally no later than 180 days prior to an employee's anniversary date the supervisor and employee will meet and discuss what is expected of the employee in order to be promoted to the next higher level. This discussion will include evidence of work at the next higher grade level. Such evidence may include providing examples of work at that level. Upon request, the Library shall provide the employee with any written standards or guidelines accompanying standards that are used as criteria for promotion for the employee's current grade and the next higher grade. Employees are encouraged to engage their supervisor as needed in an effort to clarify any ambiguities.

Employees currently performing at a minimally successful level are ineligible for promotion review.

At least seventy five (75) days prior to the eligibility or anniversary date for employees in

professional positions, or forty five (45) days prior to the eligibility or anniversary date for all other employees, the employee shall submit his or her work files and records of research, reference, or other work performed during the evaluation period to the immediate supervisor or Associate or Assistant Director for evaluation for promotion. Upon written request, employees will be granted an extension of up to 60 days for submission of their work files and records; any such extension will delay all subsequent management deadlines and the effective date of any resulting promotion by the same time period. Employees who do not produce work files or records shall be entitled to submit a written summary of work performed during the period under evaluation. Employees who have been on detail for any part of the review period shall be entitled to submit a summary of work performed during that detail. Employees may also submit a memorandum stating their reasons for believing that a promotion is justified in terms of the factors appropriate for making the promotion decision. Should the employee, for justifiable reasons, fail to meet the deadline for submission of these materials, the subsequent deadlines for division and department level management may be postponed on a day-for-day basis.

Following submission of the work file and other records, the Associate or Assistant Director and/or his/her designee shall meet with the employee to discuss the employee's work in terms of progress, CRS promotion criteria, and his or her readiness for promotion. The employee shall be given the opportunity until the end of the next work day following this meeting to provide additional evidence or reasons supporting a positive recommendation for promotion.

Following this meeting, the Associate or Assistant Director or other appropriate official shall certify on the prescribed form that the employee is "Recommended for Promotion" or "Not Recommended for Promotion at This Time." This form shall be transmitted to the Office of Workforce Management and Development, and a copy given to the employee, no later than 45 days in advance of the eligibility or anniversary date of an employee in a professional position, or 15 days in advance of the eligibility or anniversary date of all other employees.

Any unjustifiable failure of an employee to meet the specified deadline for submitting his/her work file or other records of work for promotion review shall absolve management of any obligation under this Section or Section 4 to meet deadlines specified for management. However, management shall process the promotion review in a reasonable period of time following submission of the file.

Section 4 .

When the Associate or Assistant Director or designee rates an employee as "Recommended for Promotion," the recommendation shall be forwarded to the Office of Workforce Management and Development.

The Director or designee shall determine whether the employee's work demonstrates sustained fully successful performance at the next higher grade level. If so, the prescribed Personnel Action Recommendation (PAR) shall be prepared. For employees in professional positions, decisions under this Section shall be made no later than 15 days prior to the eligibility or anniversary date. In the case of reviews following rescission of a waiver, such decisions shall be made within 30 days of receiving the Associate or Assistant Director's or designee's recommendation. In the case of recommendations for all other employees, the determination that the recommendation conforms to the requirements of the grade level proposed, and the preparation of PARs, shall be done upon receipt of the Associate or Assistant Director's or designee's recommendation.

Section 5 .

Employees who are rated "Not Recommended for Promotion at This Time," after review and evaluation by the Associate or Assistant Director or designee, shall be given the reasons for the recommendation and what the employee should do to be rated "Recommended for Promotion." A meeting of the employee and the Associate or Assistant Director and/or recommending official will be held to discuss the written statement. The parties believe that it is in the best interests of the employee to understand clearly the reasons for the recommendation and what the employee should do to be rated "Recommended for Promotion"; therefore, the Associate or Assistant Director and/or recommending official shall give the employee ample opportunity in this meeting to raise questions and seek clarification and understanding about these matters. The employee shall thereafter be provided with the opportunity to demonstrate ability to perform at the next higher level.

An employee in a professional position who has not been recommended for promotion at the

eligibility or first anniversary review shall be notified of his/her right to request a mid-term review within six months (three months for employees not in professional positions) after the eligibility or first anniversary review. An employee must request the mid-term review by memorandum via the immediate supervisor to the Associate or Assistant Director or designee with a copy to the Office of Workforce Management and Development by four months (two months for employees in non-professional positions) after the date of the eligibility or first anniversary review, and must submit the work file or other records of work within five months (two and one-half months for employees in non-professional positions) after the date of the eligibility or first anniversary review. The Associate or Assistant Director or other appropriate official shall complete the review and shall certify on the prescribed form by six months after the date of the eligibility or first anniversary review (for employees in professional positions) or by three months after (for employees in non-professional positions) that the employee is "Recommended for Promotion" or "Not Recommended for Promotion at This Time." In this written statement the Associate or Assistant Director or designee shall indicate the reasons for his/her recommendation and, if appropriate, what the employee should do to be rated "Recommended for Promotion." This form shall be transmitted to the Office of Workforce Management and Development and a copy given to the employee.

Section 6 .

An employee who has been informed by the Associate or Assistant Director or designee that his/her level of performance does not warrant promotion may, within thirty (30) days of the date he/she was so informed, request in writing that his/her work be reviewed at the department level by a panel of three management officials appointed by the Director. The panel shall include, but not be limited to, Associate or Assistant Directors, Deputy Associate or Assistant Directors, or other supervisors. One official shall have professional or subject-matter knowledge of the employee's area of specialization or discipline. The employee may be represented by the Association. The review shall be based on the written record, which shall consist of the work file or other evidence of work, any memo(s) from the employee justifying the promotion, and any memo(s) on the issue by division management which the employee has seen and has had an opportunity to respond to in writing. The departmental panel charged with this responsibility may have discussions with division management regarding the substance of the submitted promotion file. If such discussions are held, the employee and his/her representative will be given the same opportunity. The departmental management panel charged with this responsibility shall complete the review of an employee's work submitted under this section within 30 days after receipt of the request. If the departmental management panel agrees that the work does not meet the requirements for promotion, the employee shall be informed in writing of the decision, the reasons therefor, and what is needed to be promoted. If the departmental management panel finds that the work meets the requirements for promotion, it will forward that recommendation to the Director for final decision. If the Director disagrees with the panel's recommendation, a written explanation will be provided.

Section 7 .

Employees who remain in grade after two scheduled promotion reviews (not including any mid-term review) may waive subsequent promotion reviews after a scheduled discussion with the Associate or Assistant Director or designee about the appropriateness of waiving in light of the employee's progress toward promotion, and about whether management should be obligated to continue to make assignments that give the employee the opportunity to demonstrate work at the next higher level. If, after this meeting, the employee chooses to waive promotion review, he/she shall submit a written statement to the Director with copies to the Associate or Assistant Director, the Office of Workforce Management and Development, and to the Association indicating whether the waiver will be indefinite or only of the next scheduled promotion review, and whether he/she also wishes to be relieved of the assignment of work at the next higher level. The Associate or Assistant Director shall provide a summary of the meeting to the Director, the Office of Workforce Management and Development, and the employee. An indefinite waiver shall remain in effect until it has been rescinded by the employee in writing to the Director with copies to the Associate or Assistant Director, the Office of Workforce Management and Development, and to the Association, although a scheduled discussion with the Associate or Assistant Director as described above will be required in advance of the date when each promotion review would have been scheduled had the employee not waived. The Associate or Assistant Director will provide a summary report for each such meeting to the Director, the Office of Workforce Management and Development, and the employee. A waiver may be rescinded at any time. Following rescission of the waiver, the employee may submit his/her work file for promotion review at

any time, provided, however, that rescission of a waiver does not require that a promotion review be conducted sooner than a review would have been scheduled had there been no waiver. Following submission of the work file, the Associate or Assistant Director shall complete his/her review and make a recommendation within thirty (30) days. Employees shall be allowed waivers without coercion or prejudice.

Section 8 .

The Library will make every reasonable effort to ensure that an employee whose promotion is approved shall be promoted no later than the beginning of the first pay period after the eligibility or anniversary date. In the case of reviews following rescission of a waiver, or following a mid-term review, the Library will make every reasonable effort to ensure that an employee whose promotion is approved shall be promoted no later than the beginning of the first pay period that commences forty-five (45) days after the Associate or Assistant Director's or designee's decision for employees in professional positions, or fifteen (15) days after the Associate or Assistant Director's decision for all other employees. If, as the result of unjustified non-compliance on the part of management with any of the requirements of this Section, or as the result of administrative or clerical error for which the Library is responsible, the promotion of an employee rated "Recommended for Promotion" is delayed, the employee shall be paid retroactively for the period of delay, where permitted by applicable law.

Section 9 .

For the purpose of this Article, the promotion eligibility date for staff in professional positions shall be the date upon which an employee shall have been in grade and in pay status for one year. (This and all further references to one year in grade means the equivalent of one year of full-time work. Allowance will be made, however, for as much as 80 hours of LWOP.) For each additional calendar year that the employee remains in grade and in pay status, whether full-time or part-time, he/she shall receive an anniversary review equivalent to the eligibility review, unless the employee waives review in accordance with the provisions of this Article.

For employees in all other promotion ladders, the promotion eligibility date shall be the date upon which an employee has been in grade and in pay status for 6 months. (This and all further references to six months in grade means the equivalent of six months of full-time work. Allowance will be made, however, for as much as 40 hours of LWOP.) For each additional six months that the employee remains in grade and in pay status, whether full-time or part-time, he/she shall receive an anniversary review equivalent to the eligibility review, unless the employee waives review in accordance with Section 7, above.

An Associate or Assistant Director or designee may recommend an employee for promotion at any time, subject only to time-in-grade requirements.

The anniversary date of employees in professional positions who are rated "Not Recommended for Promotion at This Time" following rescission of an indefinite waiver shall be one year from the date of final Library decision denying promotion.

The anniversary date of all other employees who are rated "Not Recommended for Promotion at this Time" following rescission of an indefinite waiver shall be six months from the date of final Library decision denying promotion.

Section 10 .

A rating of "Not Recommended for Promotion at This Time" may not be grieved under Article XXXI of this Agreement, except to the extent that an employee claims a violation of law or provisions of this Article.

Section 11 .

The Library agrees to notify the Association 21 days in advance of any proposed change in promotion standards or guidelines and to meet, consult, and negotiate with the Association regarding any negotiable aspects of Library proposals in accordance with the Federal Service Labor Management Relations Statute. In addition, the Library agrees to provide information sessions for all affected employees to learn about the impact of any changes in such promotion standards; such sessions shall be scheduled within thirty days of the completion

of negotiations between the Library and the Association regarding any such changes. Affected employees shall be authorized official time to attend such sessions.

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ARTICLE IX - PERFORMANCE APPRAISAL AND WITHIN-GRADE DETERMINATIONS

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Section 1--Purpose

This article establishes the principles, policies, and procedures for appraising and recognizing the performance of bargaining unit employees GS-15 and below. The purpose of this article is to:

- A. Provide for periodic reviews and an annual appraisal of the job performance of employees;
- B. Promote more efficient operation of the Library of Congress and CRS through establishing clear expectations between the supervisor and the employee and providing feedback during the appraisal period;
- C. Serve as the basis for recognizing and rewarding quality performance overall or in specific tasks or assignments in accordance with LCR 2017-3;
- D. Identify and help correct performance deficiencies; and
- E. Strengthen supervisor/staff member relationships and contribute to the improvement of staff performance.

Excluded from coverage under this article are the following:

1. Employees with appointments of 90 days or less.
2. Employees with W.A.E. (when-actually-employed) appointments.
3. Senior Level employees covered by separate agreement.

Section 2--Policy

It is the Library's policy to regularly appraise employees on their performance of assigned duties.

Section 3--Performance Appraisal Process

Performance appraisal is a continuous process of observation, feedback, and evaluation. The performance appraisal process provides the mechanism for communicating performance expectations and establishing goals, disclosing how performance will be assessed, and informing the employee throughout the appraisal period how well performance expectations are being met and where performance improvement is needed. The performance appraisal process also provides opportunity to recognize employee accomplishments and contributions to the Library's and CRS' mission. The process is divided into three distinct categories: performance plans, progress reviews, and performance appraisals.

A. Performance Plans

At the start of a new position or at the start of each new appraisal period, the employee will receive a management-approved performance plan in writing. The plan will include critical elements (major areas of responsibility) and performance standards.

Normally no later than 30 days after the start of a new position or the beginning of the appraisal period, the supervisor will meet with the employee to discuss the employee's performance plan, including critical elements, performance standards, and specific goals.

The purpose of the meeting is to discuss what is expected of the employee and how the employee's performance will be evaluated. Employees are encouraged to engage their supervisor as much as needed in an effort to clarify any ambiguities, including examples of fully successful work.

B. Progress Review

Informal discussions between the supervisor and the employee are part of supervision and should be frequent enough to assure mutual understanding of changing job responsibilities, performance appraisal factors, and any problem the staff member encounters in his/her work.

The supervisor is responsible for conducting at least one progress review, usually midway during the appraisal period. Additional progress reviews may be held at the discretion of the supervisor or at the employee's request.

At either the employee's or the supervisor's election, the employee will provide a list of accomplishments to date for the supervisor's use in conducting a progress review. If it becomes apparent that there is a performance problem (meaning that performance, if it does not improve, may be rated less than Fully Successful) the supervisor must schedule a progress review immediately to communicate his/her concern to the affected employee and to work out a plan for remedial actions. The Parties recognize that an employee must be notified of employment deficiencies and given a reasonable time to improve before being rated less than Fully Successful. Following a progress review held to discuss a performance problem, the supervisor and the employee shall meet on a regular basis to determine the employee's progress in addressing the performance deficiencies. If necessary, more formal counseling pursuant to the provisions of LCR 2017-5, Sections 3A, 3B, and 3C will be undertaken.

If it appears, or the employee asserts, that failure to meet job requirements is attributable to a behavioral/medical problem, the employee shall be referred to the Employee Assistance Program in accordance with Article XXIV of this Agreement. The supervisor shall also discuss the matter with the Employee Assistance Counselor.

C. Performance Appraisals

1. Performance Rating Period

Performance ratings shall be assigned each year to coincide with the anniversary date for within-grade increases in salary. Although an employee whose pay exceeds Step 3 of the grade does not receive a within-grade increase every year, his/her performance rating due date will be tied to that anniversary date and he/she must be rated. When the employee has reached the maximum salary for his/her grade (Step 10), the rating shall continue to be tied to the anniversary date so that an annual rating can be given each year.

Employees who are detailed or reassigned for at least six months during their rating period shall be evaluated by each supervisor for each position held during that rating period. The performance rating shall be based proportionally on the requirements of his/her regular position and the detail or reassigned position.

2. Performance Ratings

- a. Supervisors must prepare a written rating for each employee using the Performance Rating Form for CREA Bargaining Unit Employees. At either the employee's or the supervisor's election, the employee will provide a list of accomplishments to date for the supervisor's use in conducting the performance evaluation. The narrative evaluation and proposed rating will be shared and discussed with the employee before they become final. The supervisor shall take into account the conditions under which the work is performed and the resources available for adequate performance.
- b. Subject to management's right to establish and change performance rating levels, each employee must be rated by applying a five-level rating scale. Ratings must be supported by a written narrative justification. These adjectival ratings are defined as follows:
 - Outstanding—Exceptional high-quality performance that has enabled the employee to achieve goals that would not have been possible without

performance substantially above the norm. Persons rated Outstanding may be considered for a quality step increase.

- Commendable—High-quality performance that has enabled the employee to achieve goals that are not often accomplished.
 - Fully Successful—Good, sound performance that achieves expected goals.
 - Minimally Successful—Performance that is minimally acceptable but that shows deficiencies in meeting goals that require correction. Performance is not at an acceptable level of competence for a within-grade increase.
 - Unsatisfactory—Unacceptable performance that does not meet minimum requirements or achieve expected goals and that requires separation, demotion, or reassignment.
- c. After preparing the employee's ratings, the supervisor will conduct a performance appraisal meeting with the employee before his/her anniversary date so that any within-grade increase will be effective at the time it is due.
- d. Employees who disagree with all or parts of their performance appraisal are encouraged to discuss their differences with their supervisor. If a mutually acceptable resolution cannot be reached, the rated employee may submit a written response to the appraisal form. The employee may also request a higher-level supervisory review of the summary evaluation and/or the adjectival rating. The employee must submit a written statement outlining the reasons for dissatisfaction with the rating within five work days after receipt of the rating, and the next-higher-level supervisor must respond in writing within five work days.
- e. When it appears that an employee's performance may be Unsatisfactory, the procedures of LCR 2017-5 will be followed. A staff member who is under a written warning given pursuant to LCR 2017-5 and who fails to improve his or her performance to a satisfactory level is subject to reassignment, demotion, or removal from the Library in accordance with this Agreement and as set forth in LCR 2020-3, Policies and Procedures Governing Adverse Actions. Following the initiation of an adverse action proposal for Unsatisfactory performance, an employee may have a representative present at any meeting with management related to the proposal.
- f. A performance rating may not be grieved under Article XXXI of this agreement, except to the extent that an employee claims a violation of law or provisions of this Article.

3. Evaluation of Temporary Employees

Employees employed on a temporary basis for a continuous period in excess of 90 days shall receive at the end of each temporary appointment a written evaluation of the work performed during that appointment. Other rights of employees established under this article, e.g., appeals and warnings, do not apply. A temporary employee may, however, submit written evidence or comments that shall be attached to the evaluation challenging or rebutting the accuracy of the evaluation. Evaluations of temporary employees hired under special recruitment programs are governed by the provisions of such programs.

Section 4--Within-Grade Determinations

- A. Within-grade increases shall be granted to or withheld from unit employees in accordance with the provisions of 5 U.S.C. Sections 5335 and 5336 and the applicable regulations of the U.S. Office of Personnel Management and the Library (LCR 2013-4) and this Agreement. An employee paid on an annual basis, and occupying a permanent or indefinite position within the scope of the General Schedule, who has not reached the maximum rate of pay for the grade in which his position is placed, shall be advanced in pay successively to the next higher rate within the grade at the beginning of the next pay period following the completion of:
- each 52 calendar weeks of service in pay rates 1, 2, and 3;
 - each 104 calendar weeks of service in pay rates 4, 5, and 6; or
 - each 156 calendar weeks of service in pay rates 7, 8, and 9

provided that (1) the employee did not receive an equivalent pay increase during the period; and (2) the work of the employee is at an acceptable level of competence, as determined by management. Supervisors are responsible for making employees specifically aware of what constitutes an acceptable level of competence for purposes of granting a within-grade increase and for determining which employees are performing at that level.

- B. If it appears that a within-grade increase will be denied, a written 65-day warning of intent to deny will be issued to the employee. The employee shall have the right, upon the receipt of appropriate information and supervision, to utilize the sixty-five (65) day warning period to improve his or her performance.
- C. An employee shall have the right to be accompanied by an Association representative of his or her choosing in discussions with management concerning the possible denial of a within-grade increase.
- D. Failure to provide a timely 65-day warning is not a reason for granting the increase. It would, however, entitle the employee to proper notification and a full 65-day period to improve his or her performance to an acceptable level before a final determination is made. (In the case of any late 65-day warning, the supervisor will still make a determination by the due date on whether to grant the within-grade increase. If the determination is negative, another determination will be made 65 days from the date the notification was actually given. If this second determination is positive, the within-grade increase will be granted retroactively to the due date.)

If the within-grade increase is denied, the next determination shall be made as soon as the supervisor is satisfied that the employee has attained an acceptable level of competence or no later than 52 weeks after the due date of the last consideration, with a 65-day notice required if it appears that the increase will be denied.

Denial of a within-grade increase may not be the subject of a grievance under Article XXXI of this Agreement, except to the extent that an employee raises a procedural violation. If the employee prevails in the grievance, the employee will be made whole in accordance with applicable law.

Denial of a within-grade increase shall not be used as a substitute for disciplinary action. Neither shall an alleged deficiency which is not related to the work to be performed be the basis for withholding a within-grade increase.

Subject to management's exercise of its rights in making performance appraisal system determinations, the performance rating form for CREA bargaining unit employees attached hereto shall be used.

Section 5. Postponement of Rating

- A. The performance rating shall be postponed if the employee has not served three consecutive months in the same position.
- B. The performance rating shall be postponed if the 90-day period following a warning of unsatisfactory performance has not been completed by the rating date.
- C. The performance rating may be postponed if an employee has not been in a work status for a minimum period of three consecutive months in the position to which he/she is regularly assigned.
- D. The performance rating may be postponed until three months after the arrival of a new supervisor. The subsequent performance evaluation due date would not be altered.
- E. The performance rating may be postponed if an adverse action or disability retirement is pending.
- F. In making a decision to postpone the performance rating, the supervisor should take into account family and health situations.

Section 6. Individual Development Plans

The Individual Development Plan (IDP) is a tool to help employees develop learning objectives and take action toward achieving short- and long-term developmental and professional goals. It should include a range of opportunities for the employee, such as formal classroom training, distance learning, details, shadow assignments, self-development options, etc. An IDP must be established and approved for new employees at the start of a new position using the applicable template. An IDP is developed in partnership between the employee and the supervisor. The employee and supervisor should regularly discuss the employee's needs, objectives, and plans and review and update the IDP (as needed) every six months.

Section 7. Information Session for Bargaining Unit Members

Up to one hour of official time will be provided to each bargaining unit employee to attend a CREA-offered information session on significant changes in the performance appraisal process.

[Performance Rating and Within-grade Increase Certification for CREA Bargaining Unit Employees form](#) (PDF)

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ARTICLE IX-A - SUGGESTION, INCENTIVE AND PERFORMANCE AWARDS

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Section 1.

To encourage and reward excellence, Library management should seriously consider employees whose performance merits special recognition under this Article for an incentive award under LCR 2017-3 or for an additional within-grade increase as covered in LCR 2013-5. Under this regulation, the Director has the authority to recommend Honorary Awards for presentation by the Librarian and to approve Special Achievement Awards for departmental presentation.

Individual divisions and offices, within 120 days of implementation of this Agreement, shall consider, through consultative management, the establishment of appropriate informal methods of recognizing performance and achievements that are not recognized through the incentive awards program, including an implementation time frame.

The Director, with the approval of the Librarian, may recognize individual employees or groups of employees, who have performed a special act or service in the public interest in connection with or related to their official employment. The recognition may be in the form of an honorary award or cash, or both, in accordance with the provisions of Section 6 of LCR 2017-3.

Section 2.

CRS shall issue an annual fiscal year report on CRS Special Recognition of bargaining unit employees that shall be made available to all employees.

- A. Number and percent of staff awarded each type of award, by division/office for the current year
- B. Number and percent of staff awarded each type of award for the past five years
- C. Number and percentage of staff recognized by type of award; by gender; by ethnic group.
- D. Amount allocated to and obligated by each division/office.

Section 3. CRS Director Awards

The Director will establish Director's Awards for excellence in work that serves the Congress, directly or indirectly, in research, reference, analysis, and writing and in operations, service, and support. These awards are intended to recognize work performed in such an exemplary manner that they significantly exceed the normal standards expected of CRS employees and serve as a model to be emulated by other employees.

The Director's Awards carry no monetary remuneration.

Section 4.

The Association as well as employees shall have the right to submit to the Library the names

of those employees who it believes to be deserving of incentive awards. Such nominations, together with a brief statement of supporting reasons, shall be submitted to the appropriate supervisor. If the supervisor does not concur, the Association may submit its recommendations to the appropriate Assistant/Associate Director or the Director of CRS. The Association shall be entitled to one voting member on the Library Incentive Award Committee.

Section 5.

Time-off awards are governed by Library of Congress Regulation 2017-3.

Section 6.

CRS shall issue annually a departmental policy statement on the staff recognition and awards program in CRS. The statement should review and identify existing awards and staff recognition procedures and stress that the program is administered fairly and equitably and without regard to gender, ethnic group, position, grade level, or organizational unit.

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ARTICLE X - TRAINING AND CAREER DEVELOPMENT

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Section 1.

Consistent with staff development and Affirmative Action, the Library recognizes that the training and career development of bargaining unit employees is a matter of significant importance. In recognition of this important matter, the Library, as resources permit, will provide the employees with training and career development opportunities. The provision of training will be subject to the following:

- A. The Library's assessment of the employee's potential.
- B. The linking of that potential with actual or projected duties that support the Library's programs and needs.
- C. The Library's allocation of training resources.
- D. The amount of Library resources allocated for training purposes, and
- E. Provisions of the Government Employee Training Act, EEO laws and regulations, and LC implementing regulations.

Section 2.

The Library agrees to consult with the Association semi-annually on matters involving upward mobility planning and self-development.

Section 3.

The Parties accept the principle that each employee is responsible for applying effort, time, and initiative in increasing his or her potential through self-development and training. The Parties will encourage employees to take advantage of training and educational opportunities that could enhance their work efficiency and provide needed skills for advancement.

Section 4.

The Library agrees to publicize new information to all employees on training activities, including upward mobility and self-development opportunities. The Library shall notify employees in training programs of the projected availability of funds and whether funds will be available for the entire fiscal year.

Section 5.

Training under the Tuition Support Program is governed by the Library's Affirmative Action Plan.

Section 6.

Employees will be given timely notice of their selection or non-selection for a training or educational opportunity for which they have been nominated.

Section 7.

Employees shall be given reasonable opportunities to discuss training needs and opportunities either with their supervisor, personnel officers, or the Training Office staff.

Section 8.

To the extent consistent with the Library's need for a training program, the Library agrees to pay allowable expenses in connection with approved training courses.

Employees will be granted official time away from the job, when appropriate, to participate in any approved training program or course. An employee attending approved training which is offered during his/her regular duty hours shall not have his/her duty hours adjusted to preclude training on official time.

Section 9.

The Library agrees that the nomination and selection of employees to participate in training and career development programs shall be made on a non-discriminatory basis as defined in Article XI of this Agreement.

Section 10.

When the Library surveys unit employees' training needs that can be accommodated within the Library, employees shall be given the opportunity to make recommendations for new courses to be developed by CRS or the Library Training Office. The Association shall receive copies of all such surveys. All surveys of employees shall be conducted in such a fashion as to protect the privacy of the employees being surveyed.

When the Library publishes a list of course offerings available to unit employees, CRS shall append a list of its own currently scheduled course offerings to the Library's list. CRS shall publish information about additional course offerings as it becomes available. Employees may request to attend appropriate training courses from either list and will be notified promptly of their selection or nonselection for requested courses.

The parties recognize the value of training and encourage employees to make every effort to attend assigned training sessions.

Section 11.

The Association shall receive semi-annually a listing of CRS expenditures for training and the courses or training taken by bargaining unit employees. The Association shall also receive a copy of the annual training report as is required under LCR 2017-1.1, Sec. 7.B.

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ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

Page 47

Section 1.

Both Parties agree to actively promote the goal of equal employment opportunity throughout CRS. There shall be no discrimination in the Library against any employee on account of race, color, sex, age, religion, disability, or national origin.

Section 2.

There shall be no discrimination against any employee on account of marital status, sexual orientation, or lawful political affiliation. This Agreement prohibits retaliation against an employee for making a charge, testifying, assisting, or participating in an investigation, proceeding, or hearing involving any form of discrimination identified in this Article. This Agreement also prohibits the use of inappropriate factors in selection, promotion, and placement decisions.

Section 3.

The Library agrees that at reasonable times, normally at least 90 days prior to proposed implementation of Affirmative Action Plans, it will meet, consult, and bargain in good faith with respect to aspects of such plans which affect personnel policies and practices and matters affecting working conditions.

Section 4.

The Library agrees to confer with the Association over suggestions and recommendations for increasing career opportunities for minority groups and women in the Library.

Section 5.

It is understood by both parties that procedures controlling program operations under the Library's Affirmative Action Plans shall not be governed by this Agreement except to the extent expressly stated in the Affirmative Action Plans themselves.

Section 6.

An employee, or the Association in its own name on behalf of unit members, shall be entitled, at the complaint or charging stage, to bring complaints with respect to discrimination on account of race, color, sex, age, religion, disability, or national origin within 20 workdays of the alleged conduct, under LCR 2010-3.1 as modified by this Agreement, or within 20 workdays of the alleged conduct under the Negotiated Grievance Procedure in Article XXXI of this Agreement, but not under both. An employee or the Association shall be entitled to bring grievances with respect to the matters specified in Section 2, which are not covered by Title VII, within 20 workdays of the alleged conduct, under the Negotiated Grievance Procedure.

Section 7.

The Association shall have the right to represent complainants under the negotiated

grievance procedure or when it has been so designated by the complainant(s) in proceedings under LCR 2010-3.1.

Section 8.

The Library shall provide the Association with statistical data on a quarterly basis dealing with the employment in CRS of women and minority groups. The following data should be included in this report:

- A. CRS workforce composition by race, sex, non-disqualifying disability, and grade level.
- B. Composition of each major occupation (job series) by race, sex, non-disqualifying disability, and grade level.
- C. Upward mobility and entry level positions filled by race, sex, and non-disqualifying disability, through internal recruitment and external recruitment.
- D. The number and type of involuntary terminations of employment by race, sex, non-disqualifying disability, and grade level.
- E. The number of adverse actions taken by race, sex, non-disqualifying disability, and grade level.
- F. The number and types of discrimination complaints, by division or office.

Section 9.

The Library shall provide each employee with information about Equal Employment Opportunity programs and a copy of the complaint procedures.

Section 10.

In all its operations and practices, it is the policy of the Library of Congress to provide a work climate free of sexual harassment. Preventing sexual harassment is fundamental to achieving a healthy work environment and to accomplishing the mission of the Library of Congress. Sexual harassment, whether committed by supervisory or nonsupervisory personnel, is specifically prohibited as unlawful and against the policy of the Library of Congress. Sexual harassment is a form of sex discrimination. Unwelcome sexual advances, requests for favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 11.

If the Association requests a copy of a settlement agreement in response to an EEO complaint filed by a unit employee, and it is determined that the settlement agreement will have an impact on the terms and conditions of employment of the bargaining unit as a whole, the Library will provide to CREA a version that has been redacted to preserve confidentiality.

Section 12.

The Library will conduct an annual review of the EEO program and discuss the results with the Association by December 31 of each year.

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ARTICLE XII - POSITION CLASSIFICATION

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Section 1 .

All appeals of classification actions by employees in the bargaining unit shall be governed by LCR 2016-2 and 5 U.S.C. Chapter 51. Where this Article modifies LCR 2016-2, the modifications will have precedence.

Section 2 .

Position descriptions will be prepared by the Library and will contain the principal duties, responsibilities, and supervisory relationships for the purpose of classification. Each unit member will be provided with a current and accurate description of his or her duties and responsibilities in the form of a position description on the day the employee assumes his or her new duties. Where there is an incumbent, the employee will be afforded the right to review and request revision of his or her supplied job description. When appropriate, the position description will identify any special qualifications or requirements of the position. When the Library or CRS determines that significant changes in the duties and responsibilities of a position so warrant, the position description will be amended or rewritten to bring it to a current status no later than sixty (60) days after the determination has been made. The Association shall have the right to recommend changes in position descriptions. Position descriptions shall be available for examination and copying by the Association upon request.

Section 3 .

Should any employee find inaccuracies in his or her position description, or be dissatisfied with the classification, the employee may discuss this concern with the supervisor. If this is not satisfactory, the employee may also discuss the matter with a Human Resources Specialist. Following this discussion, if the employee remains dissatisfied with the classification of his or her position, the employee will be given a copy of Section 4 A.(2) of LCR 2016-2 and advised of his or her classification appeal rights.

Section 4 .

- A. The Parties recognize that the principle of equal pay for substantially equal work, as set forth in 5 U.S.C. 5101, will be applied to all position classifications. When, during an individual classification study or maintenance review initiated by the employee or the Library, it is found that an employee's position has been delegated higher level duties and responsibilities, action will be taken in accordance with appropriate classification standards to either restructure the job or grade the employee's position at the higher level. The reclassification of a unit position will be effective at the beginning of the first full pay period following final action by the Library, in accordance with LCR 2016-2.
- B. Where a position requires a periodic or regular rotation of an employee from one set of duties to another set of duties, such requirements shall be set forth in the position description.
- C. Should the Library consider downgrading an occupied position, the Library may either transfer the employee to a vacant position for which he or she is qualified or advise the employee of his or her bumping rights outlined in the Reduction-in-Force Article of this

Agreement.

- D. Phrases such as other related duties or other duties as assigned in position descriptions normally mean assignments that are reasonably related to the responsibilities, duties, and qualifications in an employees position description. However, as indicated in Article III above, the Library reserves the right provided in 5 USC 7106(a)(2)(B) to assign work to employees in particular situations as the Library determines is necessary to accomplish its mission.

Section 5 .

When the Library intends to begin a classification survey of a CRS organizational unit, the Library agrees to notify the Association in writing at least two (2) weeks before the survey begins. After each survey the Human Resources Operations Office shall notify the Association of the results within three weeks of official certification.

Section 6 .

Employees who have served 52 consecutive weeks in a position at a higher grade who are placed in a lower-grade position as the result of a reclassification shall be entitled to retain their grade and pay in accordance with the provisions of 5 U.S. Code Sections 5362 and 5363.

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ARTICLE XIII - REORGANIZATION

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Section 1.

The Library shall maintain and furnish to the Association quarterly a statement of organization of all employees in CRS, specifying the employee's name; job title as provided for in Article IV, Section 8(D) of this Agreement; Division of CRS and the unit thereunder to which the employee is assigned; and the name of the supervisor of each employee.

Section 2.

The Library, through the Director of CRS, retains the right to reorganize as part of its reserved management rights.

Section 3.

Reorganization is defined as the elimination, addition, or redistribution of functions or duties of an organization or unit therein of the CRS.

Section 4.

- A. Management will determine which of the following approaches to use to resolve appropriate issues resulting from a proposed reorganization:
 1. informal discussions with CREA;
 2. consultative management (in which case CREA will be advised specifically in writing and invited to participate in all consultative management meetings held in connection with the possible organizational change); or
 3. the statutory negotiations process.
- B. If informal discussions or CM were selected but do not resolve the matter, management will determine whether it will use
 1. the expedited mediation/arbitration process, or
 2. the statutory negotiations process.
 3. Management will provide CREA with a copy of the final reorganization plan, a statement as to which negotiation process it has elected to use, and a notice of a right to request bargaining.
- C. If management has selected the expedited mediation/arbitration process, CREA will have up to fifteen workdays to prepare written proposals before bargaining commences. Negotiations will be held for no more than ten workdays unless the Parties determine otherwise. If agreement is not reached on all items within ten workdays (unless the Parties mutually agree to a longer negotiation period) an arbitrator will be mutually selected by the parties from a previously compiled list. The duration of the mediation/arbitration sessions will not exceed five days unless otherwise agreed to by the Parties. The arbitrator shall issue an advisory opinion within ten days of the conclusion of the mediation/arbitration session.
 1. Management agrees to pay the arbitrators fee.
 2. Upon issuance of the advisory opinion, unless either Party files for FSIP assistance,

the parties mutually agree to adopt the advisory opinion.

3. Pending resolution of the issues by the FSIP, should either Party have filed for FSIP assistance, management may implement the advisory opinion.
 4. Any changes resulting from the FSIP process shall be implemented as soon as possible.
- D. If management has selected the statutory negotiation process (whether chosen initially or after informal discussions or CM), CREA will have up to fifteen workdays to prepare written proposals before bargaining commences. Negotiations will be held for no more than ten workdays unless the Parties determine otherwise. The Parties shall bargain in good faith. If they are unable to reach agreement within ten workdays, either party may request the services of the Federal Mediation and Conciliation Service. If the FMCS mediator certifies that the Parties are at impasse, then either party may request the assistance of the Federal Service Impasses Panel. Implementation may not take place until the impasse is deemed resolved by the Panel, unless, under USC 7106 (a)(2)(D), it is necessary for management to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 5.

The Library agrees to include with the formal notice to bargain the following information:

- A. The purpose of the reorganization.
- B. Jobs added, deleted, or changed as well as additions or reductions of support personnel.
- C. Draft plans and organizational charts and numbers of employees involved.

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ARTICLE XIV - OFFICIAL PERSONNEL FOLDERS AND OTHER EMPLOYEE FILES

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Section 1.

- A. **Contents** : The OPF shall contain only those records permitted by the Office of Personnel Management. Performance appraisal records are not part of the OPF and are maintained separately (see Section 4). No derogatory material of any nature which might reflect adversely upon the employee's character or government career will be placed in his or her OPF by the Library without the employee seeing and having the opportunity to initial the material, and receiving a copy thereof. Written records of oral warnings or admonishment shall not be kept in the OPF. Written reprimands may be kept in the OPF for up to one year unless the Director of Human Resources Services ("HRS") determines in his or her discretion that for sufficient reasons a longer retention period is necessary, in which event the Director of HRS shall notify the employee in writing, giving the reason.
- B. **Confidentiality** : No record or document in an employee's OPF will be made available to any unauthorized person for inspection, review, printing, copying or photo duplication. The OPF may be reviewed by, or used to furnish information to, officials and employees of the Library, the Office of Personnel Management and other Government agencies, including law enforcement agencies, who have a need for the information in the OPF in the performance of their official duties. A record of all viewing activity, including the viewer's name, the date and time of access and the reasons for inspection will be available to the employee and/or the employee's representative upon request.
- C. **Review by Employees and Representatives** : Except where it is contrary to law to which the Library is subject, each employee or a representative designated in writing, has the right, upon request, to review and to print any document in his or her OPF. Portions of PARs which discuss third parties shall be excluded. An employee or his or her representative may view and print records from his/her OPF via the Internet at any time, from any computer that has Internet access. HRS will maintain certain designated hours during the core time of each working day during which employees or their representatives may use an HRS computer to review and to print documents from their OPFs upon request. HRS may, if circumstances so dictate, require the employee or his or her representative to make an appointment.
- D. **Updating and Removal of Material from OPFs** : Within the guidelines provided by the Guide to Personnel Record Keeping (see <http://www.opm.gov/feddata/recguide2006.pdf> (PDF)), employees have the right to update their OPFs as to relevant experience and/or education which might enhance their career; however, records of individual training courses are not kept in the OPF (see Section 3 below). Material not required or authorized by law, regulation or the Collective Bargaining Agreement shall be removed promptly at the request of the employee. The Library shall have the burden of showing why such material should not be removed. Such material, after removal from the OPF, may be filed in the appeal, grievance, or equal employment opportunity complaint file as required by law or higher authority.
- E. **Use of Records for Disciplinary or Adverse Action** : Any record in the OPF which

has not been disclosed to the employee cannot be used as a basis for a disciplinary or adverse action. Records of complaints and charges determined to be unfounded may be placed in the OPF as a required record or if necessary to document employee entitlements to back pay or other benefits. Such complaints and charges will not, under any circumstances, be considered a factor in connection with any disciplinary action, promotion or the like.

Section 2 - Worksite Files

- A. **Contents** : The Library is authorized to establish and maintain employee worksite records for its use. These employee files are intended as a source of information relating to: emergency addresses, personnel actions, record copies of personnel actions, production records, attendance, job performance, training, discipline, awards, and other information which may be pertinent for supervisory use.
- B. **Confidentiality** : No record or document in an employee's worksite file will be made available to any unauthorized person for inspection, review, printing, copy or photo duplication. Such information will be made available to authorized persons only for official use. Except for review for work related needs by managers/supervisors within the Division or Office, and reviews by law enforcement agencies, the Library will maintain a record in the worksite file of all other individuals who have reviewed the worksite file, indicating the name, organization, and date of review.
- C. **Review by Employees and Representatives** : Except where it is contrary to law to which the Library is subject, each employee or a representative designated in writing, has the right, upon request, to review and have copied any document in his or her worksite file. Portions of PARs which discuss third parties shall be excluded. The Library shall make reasonable efforts to provide copies upon request or normally within 24 hours. Prior to the transfer of an employee to another Division or Office within the Service, the employee shall be given an opportunity to review the worksite file to determine if the contents are in compliance with the Collective Bargaining Agreement.
- D. **Updating of Material in Worksite Files** : Employees may update their worksite files with relevant information regarding experience, education, training, letters of commendation, etc.
- E. **Employee Statements in Response to Unfavorable Information** : Employees are to be afforded the opportunity to put on record in their worksite files any statement in response to information they consider unfavorable to them which is filed in their OPFs or worksite files. The rebuttal may express, in a responsible manner, relevant concerns the employee may have regarding the unfavorable material. The filing of a rebuttal in and of itself shall not be the basis for a disciplinary action.
- F. **Retention Periods**: Memos or letters of admonishment or warning are not to be kept in the worksite file longer than one year unless the Director of CRS determines in his or her discretion that for sufficient reasons a longer retention period is necessary, in which event the Director of CRS shall notify the employee, giving the reason. Duplicate copies of written reprimands are not to be kept in the worksite file longer than one year unless the Director of HRS has notified the employee that a longer retention period of the written reprimand in the OPF is necessary, in which event a copy may be kept in the worksite file as long as the written warning is retained in the OPF. Management officials may remove written warnings, or memos or letters of admonishment, warning, and/or reprimand before one year when in their judgment no further purpose is served by retention. All documents in a worksite file will be destroyed one year after separation or transfer of an employee out of the Service. All documents in a worksite file will be transferred with the employee if he or she changes Divisions or Offices within the Service.
- G. **Use of Documents for Warnings or Disciplinary Action** : No document in the worksite file containing derogatory information about an employee may be used as a basis for a warning or disciplinary action without providing a copy of same to the employee.
- H. **Files and Records Related to Proposed Adverse Actions** : When a supervisor has determined that there is just cause for recommending an adverse action against an employee, and establishes a separate, individual file or record of evidence of the employee's conduct or performance to be used as a basis for the action, the employee will be given a copy of any part of the record relied upon to support the charges and proposed action at the time such action is proposed. The employee will be given an opportunity to respond to the charges before any final action is taken. These records should be destroyed per the Library of Congress Records Schedules. Employees are to be afforded the opportunity to put on record any statement (consistent with OPMs Guide to Personnel Record Keeping or other applicable requirements) in response to information they consider unfavorable to them which is filed in the Official Personnel

Folder or in work site files.

Section 3 - Training Records

- A. **CRS Workforce Development Office ("WRK") Training Records** : Some employee training records are maintained in CRS Workforce Development Office ("WRK") databases. Employees and their representatives shall upon request receive records of their training from WRK, normally within 24 hours. Staff who want to keep records of training that is not recorded in WRK or Online Learning Center ("OLC") databases (see Section 3.B. below) may place paper records in their worksite files.
- B. **Employee Training Records in the Online Learning Center ("OLC")** : Official employee training records are maintained in the Library of Congress' web-based learning management system, the OLC. Employees and their representatives can view their training records via the Internet at any time, from any computer that has Internet access. The OLC will provide an option for employees to submit corrections to training data, and/or missing historical training data, for inclusion in their official employee training records.

Section 4 - Performance Appraisal Records

HRS maintains the official employee performance appraisal records in files separate from the OPF. Copies may be maintained in worksite files (see Section 2). Except for reviews by employees of HRS and law enforcement agencies, the Library will maintain a record of all other individuals who have reviewed performance appraisal records, indicating the name, organization and date of review. This record will be available to the employee and his or her representative.

Section 5 - Medical Records

Medical information about an employee kept in the Health Services medical or administrative files shall be disclosed to that employee or a representative designated in writing. Medical information concerning a mental or other condition of such nature that a prudent physician would hesitate to inform a person suffering from it of its exact nature and probable outcome may only be disclosed to a licensed physician or to other appropriate individuals who have been designated in writing for that purpose by the person or his/her designated representative.

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ARTICLE XV - TEMPORARY AND INDEFINITE NTE EMPLOYEES

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Section 1.

A temporary appointment is any hiring action for a period of one year or less. Temporary appointments of six months or less may be made without competition. The Library may extend temporary appointments in the same position without competition by up to a maximum of three months. In such instances, the Library shall notify and explain to CREA, in writing, the reason for the extension.

Indefinite NTE appointments have a duration of longer than one year but are not unlimited. The Library may extend the appointment for a maximum of six months. Indefinite NTE appointments are competitive and filled consistent with Article VII of this Agreement. The Library will make a reasonable effort to fill positions through an indefinite NTE posting when it knows that the appointment, while not permanent, will need to be longer than one year. However, when the Library posts to fill a position under an indefinite NTE appointment, it is not precluded from filling the position through temporary appointments without extensions while the posting process runs its course.

On a quarterly basis, the Library shall furnish the Association a list of all temporary and indefinite NTE employees whom the Library employs in CRS.

Section 2.

The Library and the Association acknowledge that a 90-day temporary employee who is extended without a break in service is a member of the bargaining unit, as defined under Article I, Section 3 of this Agreement. The Library and the Association also acknowledge that an employee whose initial temporary appointment is for longer than 90 days is a member of the bargaining unit from the first day of employment.

Section 3.

Temporary employees who have completed one year of continuous service, excluding any break in service of five days or less, shall be eligible to participate in a health benefits plan in accordance with 5 USC 8906a, which requires the employee to pay both his/her own share and the Library's share of the premium. The Library is prohibited by law from making any health benefit payment for temporary employees.

Section 4.

Employees serving in competitive non-permanent appointments may be considered for conversion to permanent status without further competition under the following conditions:

- a. They have completed at least three years of service without a break in service of more than 30 calendar days;
- b. There is a need for their continuing service on a permanent basis;
- c. Budgetary resources are available; and
- d. Their performance has been fully satisfactory [or other appropriate performance level].

Section 5.

If a position has previously been filled competitively by temporary appointment(s) for an aggregate of 2 years, or 24 months, within the preceding 3-year period, the Library shall consider filling the position on a permanent basis.

Section 6.

To augment the recruitment of candidates for temporary appointments, the Library on a quarterly basis shall send an e-mail to all bargaining-unit employees and to the Association indicating positions likely to be filled during that quarter on a temporary basis and where to direct applications so that they can be placed in a temporary job application file. Applications must be updated/resubmitted at least every six months. The Library will notify CRS bargaining unit employees and the Association via e-mail about each subsequent temporary position that was not on the original quarterly notification.

Section 7.

Where practicable, all temporary NTE and indefinite NTE employees shall receive at least 60 days advance written notice of the termination of their appointment.

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ARTICLE XVI - CONTRACTING

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Section 1.

The Librarian and the Director of the Congressional Research Service shall make contracting determinations in accordance with applicable laws, applicable government-wide regulations, Library of Congress regulations, and all other applicable legal requirements.

Section 2.

Within the first quarter of the fiscal year, the Service shall provide the Association with a list of research contractors it employed in the previous fiscal year as well as other expert and consultant contractors whose work directly affects the working conditions of bargaining unit employees.

Section 3.

- A. Management will notify the Association and affected employees prior to any determination to contract out a function which directly affects the conditions of employment of bargaining unit employees and give the Association the opportunity to comment. Management will notify the Association of its decision.
- B. The Library will notify the Association of any decision to solicit bids to contract out a function that would directly affect conditions of employment of bargaining unit employees.
- C. Briefings will be held with affected bargaining unit employees for the purpose of providing information concerning decisions to contract out a function. The Association will be given the opportunity to participate in such briefings.
- D. To the extent required by law, management will negotiate over the impact and implementation of contracting out a function that affects bargaining unit employees.

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ARTICLE XVII - DETAILS

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Section 1.

A detail is the temporary full-time or part-time assignment of a unit employee from his/her regular position to another unit position or to unclassified duties without change in status, grade, or compensation. During the period of detail, the employee remains officially in his or her regular position, and the source of compensation during the period continues to be that of the regular position. The detail supervisor shall provide input to the regular supervisors evaluation of the detailed employees performance.

Section 2.

It is the Librarys policy to make use of details only when it is not possible or feasible to fill the position through the established posting system. Furthermore, the use of details will normally be restricted to:

- a. assigning an employee to perform all or part of the duties of a vacant position for a specific period.
- b. obtaining additional short term assistance to meet an abnormally heavy work load in a particular unit.
- c. securing the use of an employee's specialized skill or knowledge for an assignment of an emergency or temporary nature.
- d. assisting in placement of employees for other legitimate personnel or administrative objectives.

Section 3.

Any unit employee for whom a known detail is planned will normally be notified at least two weeks prior to the beginning of the detail.

Section 4.

Details shall not be used as a requirement for promotion of an employee, nor shall a detail delay an employee's promotion eligibility date. A detail shall not delay the promotion of an employee who has met all requirements for promotion in his/her regular position, including time-in-grade.

Section 5.

Before involuntarily detailing an employee for three months, the Library will carefully evaluate long-term needs to rule out the appropriateness of a flexible detail alternative. After an employee has been involuntarily detailed for three months, that detail will not normally be extended if the extension would have the effect of preventing the employee from being promoted within his/her promotion plan. If under these circumstances an extension is necessary, the Library will normally post a notice for a flexible detail, giving the detailee and others the opportunity to express interest in that extension by flexible detail.

Section 6.

Details to positions of a higher grade should be kept to a minimum; where appropriate, temporary promotions should be the preferred personnel action. A temporary promotion is a promotion made on a not-to-exceed basis which anticipates that the employee will return to his or her former grade. When making such determinations, the Library will apply the same considerations that it applies to non-bargaining unit employees. Competitive procedures are not required when an employee's position description provides for service in a higher grade unit position in the absence of the incumbent of that higher graded position.

Section 7.

Details that exceed three months, other than those covered by the Flexible Detail Program, shall be kept to a minimum. In deciding whether interim assignments for extended periods are necessary, the Library will consider arrangements other than details for getting the work done. For reasons of equity, details and temporary promotions should be rotated, when feasible, among qualified staff members. When an involuntary detail exceeds three months, management will normally invoke the provisions of the Flexible Detail Program to solicit staff interest.

Section 8. Flexible Detail Program

- A. The parties recognize managements authority to detail employees to accomplish work objectives. CRS management will normally elect to use the previously-agreed-to Flexible Detail Program to detail bargaining unit members to other bargaining unit positions or to undescribed duties for more than three months up to one year. Notwithstanding the definition of detail in Section 1 of this Article, CRS management will normally follow the provisions of the Flexible Detail Program when detailing a bargaining unit employee to a supervisory position for more than three months.
- B. When CRS intends to detail a unit employee under the Flexible Detail Program, it will announce to all unit employees its intention to select an employee for the detail, thus notifying them of the opportunity. The announcement shall include information on the position and its duties (or the undescribed duties); the division/office; the intended duration; the tour of duty; the minimum knowledge, skills and abilities expected; the application procedures; the application deadline; and whether interviews will be held.
- C. If no candidate is selected under the announcement, management may, without an additional announcement, select any employee for the detail.
- D. Management may extend details under this program for up to six months beyond the initial intended duration of the detail after consultation with the employee.
- E. An employee who is detailed under this program may be returned early to his/her regular position without prejudice if it is shown that, through no fault of the employee, he/she is not a suitable fit for the position.
- F. Employees who are detailed for at least six months during their rating period shall be evaluated by each supervisor for each position held during that rating period. The performance rating shall be based proportionally on the requirements of his/her regular position and the detail position. For details of less than six months, the detail supervisor shall provide input to the regular supervisors evaluation of the detailed employees performance.
- G. The detailed employee shall conform to the alternative work schedules offered in the division/office where the detail takes place.
- H. The division/office where the detail takes place shall provide necessary training to the employee as early as appropriate during the detail.
- I. Any employee detailed from a position that has additional promotion potential shall be reviewed for promotion in accordance with Article 8, Promotion Review for Positions in Promotion Ladders, of this Agreement. The decision whether to recommend promotion shall be based on the promotion requirements of the employees regular position. The employee will be encouraged to submit a summary of work performed during the detail; all work performed during the detail that is relevant to the promotion requirements of the original position will be considered in making the promotion determination.

Section 9.

Details for a period of thirty days or less shall be documented by memorandum to the employee, with a copy placed in the employee's Official Personnel Folder. Details in excess of 30 days will be reported on Personnel Action Recommendation Form, LW9/54 and forwarded through established channels for approval. Such recommendations shall indicate (1) beginning date, (2) reason for detail, (3) expected duration, and (4) position to be

occupied, or a brief description of the unclassified duties or work project to which assigned.

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ARTICLE XVIII - REDUCTIONS IN FORCE

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Section 1.

"Reduction-in-Force" (RIF) is a situation created by the abolition of one or more permanent or indefinite positions resulting in the involuntary reassignment, transfer, change to lower grade, or separation of employees from their positions.

Section 2.

The following are not covered by this Article:

- A. Termination of a temporary appointment, an indefinite appointment in a position to which another employee has been granted a right to return, a temporary promotion, and an indefinite appointment made for a specific period of time;
- B. Separation or demotion for cause, or change to lower grade as a result of classification action;
- C. Permanent-conditional employees and indefinite-conditional employees are not covered under the terms and provisions of this Article.

Section 3.

Employees competitively appointed or permanently converted to part-time positions as described above which are covered by this article may only be placed in other part-time positions in accordance with the procedures set forth below.

Full-time employees temporarily converted to part-time schedules shall have the same rights under this Article as full-time employees, provided their temporary conversions do not exceed 24 months. Full-time employees who are temporarily converted to part-time schedules and who return to full-time schedules will have that full-time status treated as part-time for RIF purposes, if within 90 calendar days after returning to full-time status they are again temporarily converted to a part-time schedule.

Section 4.

The following are definitions of the key terms used in this Article.

- A. **Competitive Area** : Consists of all organizational entities in the Library where positions in the affected employee's competitive level are located (see B., below). An affected employee's reassignment or transfer to such organizations will be effected in the following sequence whenever possible: 1st competitive area: in the affected employee's own department; and 2nd competitive area: in other departments of the Library.
- B. **Competitive Level** : Consists of all occupied positions, which are in the same series and grade or in the same series at lower grades as the affected employee's current position. These positions must be so similar in all important respects that the affected employee might be reassigned or transferred to that position with no special training.
- C. **Displacement** : Means the supplanting of an employee from his or her position in the Library by an affected employee whose position is being abolished or claimed (see D.,

below) and who has greater retention preference.

- D. **Claimed Position** : Is an occupied position which an affected employee may occupy by displacing another employee who has less retention preference. The claimed positions shall be:
1. in the affected employee's competitive level; the claimed position shall not be more than three grades or grade-intervals below his/her current position; a three-grade-interval covers professional positions in the GS-5/7/9/11 grade range (example: a GS-11 employee could not claim an occupied position in his/her competitive level below the GS-5 grade level); or
 2. one that the affected employee held at the Library in the past, but which is not at a higher grade level than his or her current position.
- E. **Position for Which an Employee Qualifies** : Refers to a vacant position (which management has decided it will fill) for which the affected employee meets the minimum qualifications. This position must be in compliance with Section 6 below, but may be a lower grade than that of the affected employee's current position.
- F. **Retention Preference** : Means the right of an affected employee to be retained insofar as is possible in the employment of the Library in his or her current position. For affected employees covered by the Article, retention preference shall be based on length of Library service (intervening military service will not constitute a break in Library service). In the case of identical lengths of Library service, retention preference will be determined by the length of Library service in current grade. All Library service at grades higher than current grade (excluding temporary promotions) will be included.
- G. **Administrative Furlough** : Is a voluntary furlough (with the employee's consent) the duration of which is not-to-exceed one year and is scheduled by the Library. NOTE: This definition is limited to voluntary furlough procedures and does not apply to Library procedures regarding involuntary furloughs.
- H. **Analyst Position** : Refers to bargaining unit policy analysts and Legislative Attorney positions.
- I. **Retreat Rights** : Are rights an employee has to claim a permanent/indefinite position he/she held previously in the Library which is held by another staff member with less retention preference. A staff member's retreat rights will be processed using the steps in Section 11 below and shall comply with Section 6 below.
- J. **Affected Employees** : Is an employee who receives a reduction-in-force notice.
- K. **Reemployment List** : Is a list, established by the Library, of employees separated by reduction-in-force who were not offered continued employment during the RIF. Employees who resign prior to the effective date of the RIF and those who retire, will not have their names placed on the Reemployment List.
- L. **Retention Register** : Refers to a list of employees in a competitive level arranged by competitive area.
- M. **Vacant Position** : Is a position the Library has decided to fill.
- N. **Volunteer** : Is a CRS employee who volunteers, with the approval of the Director, to be separated under any RIF conducted under this Article to permit the Service to retain another employee who might otherwise be separated.

Section 5.

Determinations as to the qualifications and eligibility of any affected staff member for any positions in the Congressional Research Service shall be made by the Director of Human Resources and the Director of the Congressional Research Service or their designees.

Determinations regarding competitive areas, competitive levels, and retention registers are made pursuant to 5 USC Sec. 7106 (a). To that extent, such decisions are final and non-grievable under Article XXXI.

Section 6.

No RIF will provide an advantage to an employee that he or she did not have when the RIF occurred.

Section 7.

The Library shall not institute a RIF as a disciplinary measure against an employee or a group of employees.

Section 8.

It is the general policy of the Library to retain and to assign to other positions, insofar as may be possible and consistent with the requirements of the Library, employees whose positions are abolished. To minimize the adverse impact in a RIF, the Library shall, where the Library determines it to be practicable or desirable, accomplish any RIF through attrition.

Section 9.

To assure equitable treatment of employees in a RIF, such retention and assignment shall be based upon retention preference as defined in this Article. In certain instances, the Library may restrict the displacement of employees (see definition, Section 4C) in a particular organizational unit when the projected number of displacements would be so great as to have an adverse effect, as determined by the Library, on the unit and the meeting of required goals and deadlines. In such instances, the Library, after consultation with the Association, may establish a percentage beyond which additional displacements will not be allowed.

Section 10.

- A. The Library shall notify CREA of any planned RIF.
- B. Prior to the official RIF notification to the affected employee, the Library shall inform CREA. This notice, in writing, shall include the reasons for the planned RIF, the approximate numbers and types of positions affected, the approximate date of the action, and an invitation to CREA to participate in meetings with employees conducted by the Library to explain the RIF procedures and answer any questions.

Section 11. Procedures

Call for Volunteers

Before identifying specific positions to be RIFed, the Director may call for volunteers who, if accepted, will be separated subject to the provisions below. Such a call for volunteers will be for a period not less than 15 work days.

- A. An employee with critical knowledge and skills (as identified by the Director of CRS) may not participate in a voluntary release if the Director determines that such participation would impair the performance of the mission of the Congressional Research Service.
- B. Volunteering for RIF separation under this section is strictly a voluntary action on the part of any employee to whom this option is offered. Such employee shall not be forced or coerced in any way to volunteer for RIF separation.
- C. A voluntary release of an employee in a reduction in force under this Article shall be treated as an involuntary release in the reduction in force and entitled to all entitlements under involuntary RIF separations.
- D. Volunteering for separation under the provisions of this section does not confer RIF assignment (bumping) rights.
- E. When there are more volunteers than needed and the Director accepts more volunteers than the approximate number identified in the notification called for under Section 10, the Director shall notify CREA, in writing, the reasons for accepting more volunteers than anticipated.
- F. Procedures:
 - 1. Separation volunteers will be issued RIF separation notices effective on the RIF effective date. The notice shall advise them of their entitlements under RIF.
 - 2. Volunteers must sign a statement that they realize that the action is irrevocable once they have been issued a RIF separation notice. However, the Director may cancel the action if necessary.
 - 3. If no volunteer matches can be made, then the following procedure will apply: The Library, through Human Resources Services, shall take the following sequential steps using vacant or occupied positions in the Library to resolve the RIF:

Step 1. Using Vacant Same-Graded Positions

Prior to the effective date of the RIF, place the affected employee in a vacant position for which the affected employee qualifies and which is at the same grade as his/her current position.

Step 2. Using Occupied Same-Graded Positions

If Step 1, above, is not successful, prior to the effective date of the RIF, place the affected employee in a position occupied by another employee in the same competitive

level who has less retention preference.

Step 3. Using Occupied Same-Graded Positions (Retreat Rights)

If Steps 1 and 2, above, are not successful, prior to the effective date of the RIF, place the affected employee in another position at the same but not at a higher grade level than his/her current positions which the employee held in the past and which is held by an employee with less retention preference.

Step 4. Using Vacant One-Lower-Graded Positions

If Steps 1 through 3, above, are not successful, prior to the effective date of the RIF, place the affected employee in a vacant position for which he/she qualifies and which is one grade lower than his/her current position.

Step 5. Using Occupied One-Lower-Graded Positions

If Steps 1 through 4, above, are not successful, prior to the effective date of the RIF, place the affected employee in a position that is one grade lower than his/her current position and which is occupied by another employee who has less retention preference. This position must:

- a. be in the affected employee's competitive level; or
- b. be a position which the affected employee has held in the past.

Step 6. Using Vacant Two-Lower-Graded Positions

If Steps 1 through 5, above, are not successful, prior to the effective date of the RIF, place the affected employee in a vacant position for which he/she qualifies and which is two grades lower than his/her current position.

Step 7. Using Occupied Two-Lower-Graded Positions

If Steps 1 through 6, above, are not successful, prior to the effective date of the RIF, place the affected employee in a position that is two grades lower than his/her current position and which is occupied by another employee who had less retention preference. The position shall:

- a. be in the affected employee's competitive level; or
- b. be a position which the affected employee has held in the past.

Step 8. Using Vacant Three-Lower-Graded Positions

If Steps 1 through 7, above, are not successful, prior to the effective date of the RIF, place the affected employee in a vacant position for which he/she qualifies and which is three grades lower than his/her current position.

Step 9. Using Occupied Three-Lower-Graded Positions

If Steps 1 through 8, above, are not successful, prior to the effective date of the RIF, place the affected employee in a position that is three grades lower than his/her current position and which is occupied by another employee who has less retention preference. This position shall:

- a. be in the affected employee's competitive level; or
- b. be a position which the affected employee has held in the past.

Step 10. Using Vacant Four or More Lower-Graded Positions

If Steps 1 through 9, above, are not successful, prior to the effective date of the RIF, repeat the procedures for Step 8, above for positions which are four or more grades lower than the affected employee's current position.

Step 11. Using Retreat Rights to a Four or More Lower-Graded Position

If Steps 1 through 10, above, are not successful, prior to the effective date of the RIF, place the affected employee in a position which he/she has held in the past.

Step 12. For Occupied Entry Level Positions

An affected employee may claim an occupied position at the entry level when that position is in the same series as the affected employee's position and the incumbent of

that position has less retention preference. The affected employee must also meet the minimum qualifications for that position, and the entry level position (except for analyst positions) shall not be more than three grades or grade-intervals below his/her current position. For analyst positions, the entry level shall be determined by: (1) the method described above, or (2) averaging the grade levels of the last five permanent or indefinite competitive appointments, transfers, or reassignments to bargaining unit analyst positions, or all cases where there are fewer than five appropriate actions, which are in the same series and division/office of the affected employee. For analyst positions, the entry level shall be the lowest grade level of these two procedures.

To minimize the impact of a RIF on employees who may occupy positions as specified in Steps 2 through 12, above, the Library reserves the right to bypass these steps and offer the affected employee a vacant position at a lower grade. The affected employee has the right to decline such an offer, and if declined the Library shall follow Steps 2,3, and successive steps until a placement is made, the affected employee declines further consideration, or the affected employee is separated. When a RIF is resolved by placing the affected employee in a position which is at a lower grade level than that of his/her current position, grade and salary retention rights will be extended in accordance with law, governing regulations, Library of Congress regulations, and Collective Bargaining Agreement.

Section 12.

The Library shall notify affected employees at least ninety (90) calendar days, except in fiscal emergencies, but no fewer than thirty (30) calendar days in advance of the reduction-in-force, unless precluded by law. This notice, in writing, shall include the following information:

- A. the action the Library intends to take;
- B. the reason for the RIF;
- C. the effective date of the RIF;
- D. the affected employee's LC service computation date;
- E. the affected employee's appointment status;
- F. the affected employee's competitive area and level;
- G. why any employees at the same competitive level in the division or office affected by the RIF with less retention preference is being retained. This includes information concerning why any employee occupying a position at a lower grade that is in the same promotion plan with the affected employee's competitive level is being retained.
- H. whom to contact concerning severance pay, if applicable;
- I. whom to contact concerning participation in the Civil Service Retirement Fund or the Federal Employees Retirement System and health plan conversion procedures;
- J. time limits on grievances and complaints of discrimination and where they are to be addressed;
- K. salary and grade retention rights, if any;
- L. reemployment rights, if applicable.

Section 13. Hiring Freeze

Upon notification to the affected employee(s) with respect to a RIF the Library will impose a freeze on positions in the series identified by the affected employee's competitive level for which he/she qualifies. A hiring freeze under the terms of this Section will be for not more than ninety (90) calendar days or until the RIF is resolved, whichever comes first. The only exception to this hiring freeze is that the Director of CRS may fill positions, if he/she determines that it is necessary to do so in order to meet the urgent and immediate needs of the Congress.

Section 14. Review of Pertinent Records

The affected employee and/or his/her representative shall have the right to review pertinent records concerning a notice of separation or a change to a lower grade level position in lieu of separation. The right to review includes examination of the retention register of positions which the employee has the right to claim. The retention register shall be made available immediately for review upon the employee's receipt of either an offer to a position at a lower grade level or a notice of proposed separation.

Section 15.

An affected employee will be given ten (10) calendar days in which to accept or refuse any placement made in accordance with Section 11, above. Acceptance of a position made in accordance with Steps 1 through 12 or Section 13, or in accordance with the 'bypass' provision of Section 11, will conclude the Library's obligation to the affected employee in so far as the reduction-in-force is concerned. Refusal of any placement offered in accordance with Steps 1 through 12 of Section 11 will result in separation of the affected employee.

Section 16.

When employees are separated in a RIF and no offer of continued employment was made, the Library will establish and maintain for three years a reemployment list for those employees. The Library shall consider hiring from the Employment List prior to seeking outside applicants for vacant positions. The affected employees will be notified of their placement on the reemployment list.

Section 17.

Employees affected by a RIF for whom no positions can be located shall be assisted by the Library as is practicable in seeking other employment opportunities.

Section 18.

The Library shall explain to eligible affected employees the program for early retirement.

Section 19. Placement on Administrative Furlough

The following provisions do not apply to involuntary furlough actions (See LCR 2021-4).

As an alternative to abolishing an employee's position, the Library may furlough, **with the employee's consent**, an employee who might otherwise be placed in a RIF status. As an alternative to abolishing positions, the Library retains the right to offer a furlough when it determines that the shortage of funds or curtailment of work affecting the positions will not exceed one (1) year. Where the Library determines it to be practicable, the Library will consider the preference of each employee about whether his or her furlough will be continuous or discontinuous.

The Library shall not furlough any employee(s) unless it intends to recall the employee to the same position as that from which he or she had been furloughed. When the possibility of recall within one (1) year is doubtful, furlough should not be used.

- A. **Order of Furlough.** The Library may not separate an affected employee in a RIF, while another employee having the same competitive level but less retention preference is on furlough. If the Library is unable to place the affected employee at his/her current grade level, the Library shall provide the affected employee the opportunity to be placed on administrative furlough. Should the affected employee decline administrative furlough, the Library will attempt to place the affected employee in a position which is (first), one grade lower than his/her competitive level; (second), two grades lower than his/her competitive level; (third), three grades lower. Should the affected employee reject an offer at this level, the employee would then be separated from the Library. Note: For professional positions in grades between GS-5 and GS-11 the following are positions one grade lower, GS-5/7/9/11. Should the affected employee accept placement on administrative furlough, the originally furloughed employee would be given a thirty (30) work day reduction-in-force notice.
- B. **Order of Recall.** When the Library has more than one employee furloughed from the same competitive level, it shall recall those employees in order of retention preference.
- C. **No Recall From Furlough.** If the budget or work situation responsible for the use of furlough changes so that a furloughed employee cannot be recalled to duty, an Individual RIF Notice shall be issued to the furloughed employee at least thirty (30) work days before the date of his/her separation. If it becomes apparent that a one (1) year furlough is to end in separation, the notice will be issued soon enough to keep the furlough from exceeding the maximum length of one year and still provide the full 30 work day notice of separation to the affected employee. Acceptance of a voluntary furlough does not affect other rights such as retention and retreat rights granted by this Article.
- D. **No Return From Furlough.** If a furloughed employee refuses or does not respond to a call to return to duty, the employee shall be separated. The official record will reflect RIF as the reason for separation.

Section 20.

Violations of this Article shall be grievable under Article XXXI, Negotiated Grievance Procedures.

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ARTICLE XIX - CONFIDENTIAL MAIL

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Section 1.

All mail addressed to employees, including personal mail, shall be processed and handled in accordance with LCR 1915, which is hereby incorporated by reference and made a part hereof.

Section 2.

Mail received at the Library through regular postal deliveries and internal Library mail addressed to unit employees, including mail marked personal or confidential, shall not normally be opened by any person other than the addressee or the sender except for security concerns, as defined in 5 U.S.C. 7106(a)(1), and for other legitimate management purposes.

Section 3.

Unit employees may use electronic mail (e-mail) systems in the Library and in CRS for official business. Such official business may include emergency messages and messages that the Library determines are necessary and in the best interest of the Government as defined in LCR 1616. Although the Library has the right to monitor its employees e-mail activities, an employees e-mail should not normally be opened by any other person than the addressee; monitoring will occur when there is evidence that an employee is involved in activities that are prohibited by law, that violate Library regulations and policies, or that might jeopardize the technical systems of the institution.

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ARTICLE XX - LEAVE

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Section 1. Confidentiality of Records

Annual and sick leave records of an employee, or information from these records, will not be made available to the public, except when authorized in writing by the employee. The Library will make every reasonable effort to maintain confidentiality of these records to prevent access by unauthorized employees, and will instruct time and attendance clerks on appropriate procedures necessary to maintain confidentiality. Leave balances and the use of approved leave in and of themselves will not be the basis for denying promotion or instituting discipline.

Section 2. Leave Charge Increments

All types of leave will be charged in increments of fifteen (15) minutes unless changed through mutual agreement.

Section 3. Annual Leave

- A. Employees will earn and accrue annual leave in accordance with applicable laws and regulations. Requests for annual leave shall be made and approved in advance, except in cases of emergency. To the greatest extent possible, consistent with workload needs, annual leave will be approved in order to satisfy the preferences of and to provide equity among employees. In cases where an employee identifies the need to have a determination by a date certain, the supervisor shall respond to the employees request by that date. Requests for annual leave that are denied will be denied without prejudice and may be resubmitted. The employee will not be required to justify requests for annual leave, except when emergency leave is involved. Every effort will be made to accommodate requests for leave for religious holidays and for weddings, funerals, significant family events, and family emergencies.
- B. In an emergency that prevents an employee from submitting a leave request in advance, the employee must call his or her immediate supervisor at the beginning of the workday or as soon as possible thereafter. If the immediate supervisor is unavailable, the employee must use the call transfer procedure to talk to or leave a message with the person to whom the call is forwarded. The employee may be transferred to another supervisor by that person.
- C. Supervisory denial of a request for annual leave, including emergency annual leave, may be appealed to the next higher level supervisor. When the employee's request is denied by the next higher level supervisor, the reason for the denial shall be given to the employee as soon as possible.
- D. An employee who does not report to work when expected, including an employee whose request for emergency annual leave has been denied, will be put in an Absent Without Official Leave status pending clarification of the reason for the absence.
- E. Absence without official leave (AWOL) is an absence without pay that results from a determination by an employees supervisor or other Library official that no type of approved leave will be granted for a period of absence for which the employee did not obtain advance approval or for which a subsequent request for leave or excused tardiness was denied. A charge of an absence as AWOL does not, in itself, constitute a

disciplinary action, although AWOL may subject an employee to appropriate disciplinary action.

- F. To assure equity, the Library will issue a notice to staff once during the first six months of the year and once during the last six months to encourage them to monitor their compensatory time and use-or-lose leave so that at the end of the leave year leave can be granted equitably among all bargaining unit staff.
- G. In the event of a conflict in scheduling annual leave among employees, supervisors shall seek to treat employees equitably while considering factors including, but not limited to, seniority, compensatory time balances and use-or-lose status, critical work, determinable personal and financial hardships, and significant family events.
- H. When annual leave has been requested and approved, approval will not be canceled except in extraordinary situations in which the presence of the individual employee is required by the work needs of the Library and only after the employee has been consulted and informed. In deciding whether to cancel any previously approved leave, the Library will consider possible alternatives and any personal reasons, including personal and financial hardships, presented by the employee. In these situations, the employee normally will be notified at least three (3) working days in advance of the beginning of the scheduled leave period.
- I. Advance annual leave may be granted to the extent such leave will accrue to the employee during the remainder of the current leave year or in the time remaining on his or her appointment, whichever occurs sooner.

Section 4. Use of Compensatory Time

The use of compensatory leave shall be governed by the relevant provisions in this Agreement on annual leave.

Section 5. Sick leave (personal, family, funerals and adoption)

A. General categories

The Library will grant sick leave to an employee when an employee:

- 1. Receives medical, dental, or optical examination or treatment; or
- 2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth; or
- 3. Provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment; or
- 4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member (see B. below); or
- 5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- 6. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings, required travel, and any other activities necessary to allow the adoption to proceed (see E. below).

B. Sick Leave to Provide Care to a Family Member or to Make Arrangements Necessitated by the Death of a Family Member

- 1. A full-time employee may use a total of 40 hours of sick leave per leave year to provide care to a family member or to make arrangements necessitated by the death of a family member. Said sick leave may be advanced. A full-time employee may use up to an additional 64 hours of sick leave per year for these purposes, so long as the use of such additional leave does not bring that employees sick leave account below 80 hours. Such additional sick leave may not be advanced.
- 2. A part-time employee may use sick leave equal to the average number of hours of work in the employees weekly scheduled tour of duty to provide care to a family member or to make arrangements necessitated by the death of a family member. Said sick leave may be advanced. A part-time employee may use additional sick leave for these purposes up to an amount equal to the number of hours normally accrued by that employee during a leave year so long as the use of such additional leave does not bring that employees sick leave account below twice the average number of hours work in the employees weekly scheduled tour of duty. Such additional sick leave may not be advanced.
- 3. If the number of hours in the employees tour of duty is changed during the leave year, the employees entitlement to use sick leave for these purposes shall be recalculated based on the employees new tour of duty.

4. If an employee does not use any or all of the amount of sick leave provided for family care or bereavement purposes in a leave year, it cannot be accumulated in succeeding years.
5. A family member means the following relatives of the employee: spouse and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

C. Requesting Sick Leave

To the extent the use of such leave is foreseeable, requests for sick leave shall be submitted in advance using WebTA. When an employee is unable to request sick leave in advance because of unforeseen sickness, injury or other circumstances, the employee, if possible, shall make a reasonable effort to inform his or her immediate supervisor of the need for sick leave and the expected return-to-duty date by telephone no later than the beginning of the employees fixed schedule or the core period. If the supervisor is unavailable, the employee must use the call transfer procedure to talk to or leave a message with the person to whom the call is forwarded. The employee may be transferred to another supervisor by that person. Employees may be required for good and sufficient reasons to call in to report continued sickness or incapacitation on each day they are absent unless sick leave for a continued sickness or incapacitation has been previously approved.

D. Appeal of Denial

Supervisory refusal to grant sick leave may be appealed to the next higher level supervisor. When the employees request is denied by the next higher level supervisor, the reason for the denial shall be given to the employee as soon as possible.

E. Medical certificates

1. Employees normally shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) workdays of continuous duration. In cases where the nature of the illness was such that an employee did not need to see a medical practitioner, the employee's written statement concerning the illness may be accepted. In such instances the employee's written statement must be filed within five (5) work days after return to duty. Applications for sick leave for an employee to care for a member of his or her immediate family having a communicable disease, or when the employee is required to be absent because of exposure to a communicable disease, require a statement from the local health authorities or a health care provider indicating the period of isolation, quarantine or restriction of movement of the patient.
2. An employee suffering from a recurring condition requiring occasional absences of longer than three (3) days shall provide a medical certificate attesting to the nature of the condition. Thereafter, the employee need only submit a personal statement in lieu of a medical certificate, providing that the Library determines that a medical certificate is not necessary.
3. Employees who are released from duty because of illness on advice of medical personnel in the Library's health units shall not be required to furnish a medical certificate to substantiate sick leave for time released. An employee so released from duty will be charged sick leave beginning at the time of departure from the Library. Employees obtaining examination or treatment at a Library health unit, or from another health unit in an emergency while in the performance of duty, shall be regarded as in duty status and shall not be charged sick leave if they are returned to duty.
4. Any inquiry into a questionable medical certificate will be conducted by the Health Services Office. Advance notice of such inquiry shall be given to the employee involved. Any possible issues of misconduct will be handled as the Library determines is appropriate in the situation involved.

F. Abuse of sick leave

The Parties recognize the substantial contribution that accumulated sick leave has made to employees' welfare at times, and therefore urge that this benefit not be abused. In those individual cases where the Library believes that an employee is abusing or improperly using sick leave, the employee shall be first advised orally of the problem by the appropriate supervisor. The employee may have a representative present at this meeting. Thereafter, if the Library believes it warranted, it may request the employee to furnish a medical certificate for each subsequent absence on sick leave, and the employee shall be so advised in writing. Those cases requiring a medical certificate shall be subsequently reviewed to determine whether such requirement can be

eliminated. Such review shall take place no later than the end of four (4) months from the date of the issuance of the written notice requiring a medical certificate. When it has been determined that the restriction is no longer necessary, all records pertaining to the matter, including the final notice, shall be removed from work site files and Official Personnel Folders. However, removal of such records does not preclude the Library from considering and relying on the facts of the restriction in any future leave restriction or disciplinary action occurring within two (2) years from the date the original restriction was no longer deemed necessary unless a recurring pattern has been established.

G. **Sickness During Annual Leave**

When sickness occurs during annual leave, the period of illness may be charged to sick leave, subject to provisions of Section 5.E (1 and 2) above.

H. **Sick Leave for Treatment for Injuries in the Performance of Duty**

Employees injured in the performance of duty, and requiring examination or treatment by the health unit or a medical practitioner, will be excused without charge to leave during the scheduled workday on which the injury was sustained.

Section 6. Leave for Purposes Relating to the Adoption of a Child

- A. An employee may be granted annual leave, accrued and accumulated sick leave, or leave without pay for the adoption of a child. The leave may cover a period of time involved in the adjustment in bringing the adopted child into the employees home.
- B. The purposes for which an adoptive parent may request sick leave include appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel, and any other activities necessary to allow the adoption to proceed. Sick leave may also be granted for any periods during which an adoptive parent is ordered or required by the adoption agency or by a court of competent jurisdiction to be absent from work to care for the adopted child.
- C. Use of sick leave for these purposes is in addition to the employees entitlement to **unpaid** leave under the Family and Medical Leave Act of 1993 (5 U.S.C secs. 6381-6387 and LCR 2015-21).

Section 7. Advance Sick Leave

In cases of serious illness or ailments, employees may be granted sick leave in advance of its accrual, up to a total of 240 hours. In granting such advance sick leave the following shall be taken into consideration:

- A. whether the staff members leave record reflects an abuse of sick leave privileges;
- B. whether there is any adverse action pending against the staff member;
- C. whether it is reasonably expected that the employee will return to duty;
- D. whether the staff member is expected to retire, to be separated, or to resign before any advanced sick leave is repaid;
- E. whether the employees appointment will expire before the employee will earn sufficient leave to repay the amount advanced;
- F. whether the amount credited to the employee in the retirement fund will cover the period of advance sick leave.

As a general rule, a serious disability or ailment will be construed to mean an ailment or disability lasting for five (5) or more consecutive workdays. However, the actual advance may be for any part of the total absence. In special circumstances, additional advance sick leave may be granted for absences of less than five consecutive workdays for an ailment or disability related to the serious ailment or disability. Sick leave may be advanced even though the employee has annual leave to his credit, with the understanding that the total advance will be charged to such leave subsequently earned. All requests for advance sick leave shall be accompanied by a certificate from a licensed physician. **If the physician or a staff member prefers, he/she may furnish the certificate directly to the Supervisor of Health Services, LM G40, as indicated on the Request for Advance Sick Leave, Form LW 3/71 (rev 7/90).**

Section 8. Leave Transfer Program and Family Leave

If an employee uses sick leave to care for a family member under section 5 above, such leave shall be considered as available paid leave for the purpose of determining an employees eligibility to become a leave recipient under the voluntary leave transfer program.

Section 9. Absence for Maternity Purposes

- A. Maternity purposes are the birth or adoption of a child, the termination of a pregnancy, the incapacitation or confinement related to pregnancy, to the termination of a pregnancy or to adoption, or postnatal mother and/or infant care.
- B. Pregnancy or parenthood are conditions which may require the employee to be absent from the job because of incapacitation or necessary parental duties. To the extent available, sick leave may be used to cover the time required for physical examination and to cover the period of incapacitation or necessary parental duties. An absence for pregnancy confinement is to be treated like any other medically certified temporary disability.
- C. Annual, sick and leave without pay (LWOP) may be granted for maternity reasons. The employee may request them in the order she prefers. The beginning and duration of the absence shall be determined by the Library after consulting with the employee and reviewing any pertinent medical records. The Library's determination may be subject to the grievance procedure. Requests for advance sick leave for maternity reasons shall be treated by the supervisor the same as any other request for advanced leave. Any approved absence in excess of available annual or sick leave will be recorded and treated as leave without pay. The employee should make known her intent to request leave for maternity reasons indicating the type of leave, approximate dates, and anticipated duration at least thirty (30) calendar days in advance to allow her supervisor time to prepare for any staffing adjustments which may be necessary.
- D. No arbitrary date will be established by the Library requiring a pregnant employee to cease work or to prevent her from returning to work after childbirth. These decisions will be based upon the needs of the Library and the employee's medical condition, and determinations contrary to the employee's wishes may be the subject of a grievance.
- E. The Library's overall objective is to make use of her skills for as long as the pregnant employee is not incapacitated for duty. If the pregnant employee, because of medical incapacitation, asks for modification of her duties or a temporary reassignment to other available work for which she is qualified, every reasonable effort will be made to accommodate her. The Library has the right to require medical certification as to the nature of the limitations which are recommended by the employee's physician.
- F. An employee should substantiate any claims of capacity or incapacity for work.

Section 10. Absence for Paternity Reasons

A male employee, upon request, shall be granted accrued annual leave or may be granted leave without pay up to forty-five (45) work days for purposes of aiding, assisting, or caring for his newborn child, the mother of his newborn child, or minor children, including adopted child or children. See Section 6 above for the use of sick leave for purposes of adoption. The Library may, in its discretion, grant additional leave for these purposes.

Section 11. Family and Medical Leave Act

LCR 2015-21, Family and Medical Leave, which establishes the Library's policy and procedures for the administration of the Family and Medical Leave Act (FMLA) of 1993, is hereby incorporated by reference. The Act is intended to balance the demands of the workplace with the needs of employees and their families by allowing eligible employees to take reasonable amounts of leave for: 1) medical reasons, 2) the birth or adoption/foster care of a child, and 3) the care of a child, spouse, or parent who has a serious health condition.

Section 12. Leave Without Pay

Leave Without Pay is substantially different from annual leave and sick leave. It is not an additional leave category for which an employee accrues leave or to which an employee is entitled. The authorization of leave without pay (LWOP) is a matter of administrative discretion and may be granted without regard to the employee's unused leave credit. Requests for LWOP of less than thirty (30) work days may be granted under the same consideration for workload demands as apply to annual leave absences. As stated in LCR 2015-12, responsible officers must recognize that extended LWOP (i.e., over thirty (30) work days) involves certain costs and inconveniences to the Library, including the encumbrance of a position, loss of needed services, credit of six months of each year toward retirement, and coverage without cost to the staff member for up to one year under the health and life insurance programs. Thus each request for extended LWOP must be examined closely to make certain that the value of such extended leave to the Government as well as to the staff member is sufficient to offset the administrative inconveniences. As a

basic condition for approval of extended LWOP there must be reasonable expectation that the staff member will return to the Library at the end of the period. In addition, it should be apparent that at least one of the following benefits would result: (1) increased job ability, (2) protection or improvement of the staff members health, or (3) retention of a desirable staff member. Justifiable causes for extended LWOP include but are not limited to: a) education or training including self-directed study likely to result in increased competence; b) temporary service with another non-federal, public or private agency leading to increased job effectiveness or contributing to the public welfare; c) temporary illness or incapacitation; d) protection of an employee's status pending final action by the Office of Personnel Management on a claim for disability retirement, after all sick and annual leave have been exhausted; e) pending final action by Bureau of Employees' Compensation for a disability claim for an employment connected injury or disease. Employees who use LWOP in excess of 80 hours a year shall have subsequent requests for more LWOP in the same year reviewed.

Staff must realize that extended leave without pay (LWOP) affects their accumulation of leave (annual and sick), retirement coverage, life insurance coverage and enrollment, health benefits coverage and enrollment, unemployment compensation, injury compensation, and creditability of service. These effects of extended leave without pay are the same as those described in the appendix to LCR 2021-4 (Policy and Procedures for Short-Term Furloughs.)

Section 13. Tardiness

Employees on fixed work schedules are expected to report for work on time and be present for duty at the time assigned to work. The employee shall inform his or her supervisor promptly of the reason for any tardiness. Infrequent tardiness of less than one hour may be excused by the supervisor. Employees on flexitime who are tardy (defined as arriving later than the beginning of the applicable core period) will not be excused for tardiness except in extraordinary circumstances. Employees who are repeatedly tardy may be subject to disciplinary action.

Section 14. Excused Absence for Emergency Conditions

Excused absences may be granted for emergency conditions which interrupt normal operations or which prevent employees from reporting to work. The Library will make a determination regarding unsafe, unhealthy or hazardous working conditions (e.g., extreme heat or cold, flood, fire, poor ventilation, breakdown of essential building systems) which might necessitate early dismissal or temporary reassignment of those employees affected. The Association will be advised concerning this determination. The Association may request the Library to declare emergency conditions.

The Library will apply the guidelines set forth in Special Announcement 97-19, dated November 25, 1997 (incorporated in this contract as Appendix A), or its successor, for either charging leave or excusing employees without charge to leave when emergency conditions arise during working or nonworking hours.

Section 15. Court Leave

An employee will be granted authorized absence from work status without charge to leave or loss of pay for jury duty or for participating in judicial proceedings in a non-official capacity as a witness on behalf of the United States, the District of Columbia, or a state or local government. Court leave shall be granted in accordance with applicable rules and regulations (LCR 2015-16).

Section 16. Voting and/or Registering to Vote

Excused absence will be granted for purposes of voting and/or registering to vote in accordance with applicable rules and regulations of the Library.

Section 17. Bone Marrow or Organ Donation

Excused absence will be granted for the time necessary for an employee to serve as a bone-marrow or organ donor; however, such leave may not exceed seven days in a calendar year.

Section 18. Limited Duty Assignments

The need to limit regular duties of a staff member for medical reasons shall be concurred in by the Health Services Office, who shall notify the supervisor of the nature of the limitation, its probable duration, and possible accommodation, including the use of temporary reassignments and details, consistent with this Agreement.



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ARTICLE XXI - SPACE MOVES AND EMPLOYEE RELOCATION

Page 98

Section 1.

The Library, within the limits of its legal authority and available resources, shall make all reasonable efforts to provide adequate space and facilities to the staff in order that the mission of the Library may be effectuated by having the staff perform as effectively as possible.

Section 2.

The Library shall notify the Association when it proposes to relocate any bargaining unit employee(s). If three or fewer division/office employees are involved, management may notify the division/office CREA steward(s). Management will determine which of the following approaches to use to resolve appropriate issues resulting from a proposed employee relocation:

- A. informal discussions with the Association (or with the division/office steward(s) if three or fewer division/office employees are involved);
- B. consultative management (in which case CREA will be advised specifically in writing and invited to participate in all consultative management meetings held in connection with the possible relocations); or
- C. the statutory negotiations process.

If informal discussions or CM were selected but do not resolve the matter, management will determine whether it will use:

- A. the expedited mediation/arbitration process, or
- B. the statutory negotiations process.

If management has selected the expedited mediation/arbitration process, CREA will normally have up to fifteen workdays to prepare written proposals before bargaining commences, or up to twenty workdays if relocations are to involve more than 50 employees. Negotiations will be held for no more than ten workdays unless the Parties determine otherwise. If agreement is not reached on all items within ten workdays (unless the Parties mutually agree to a longer negotiation period) an arbitrator will be mutually selected by the parties from a previously compiled list. The duration of the mediation/arbitration sessions will not exceed five days unless otherwise agreed to by the Parties. The arbitrator shall issue an advisory opinion within ten days of the conclusion of the mediation/arbitration session.

Management agrees to pay the arbitrators fee.

Upon issuance of the advisory opinion, unless either Party files for FSIP assistance, the parties mutually agree to adopt the advisory opinion.

Pending resolution of the issues by the FSIP, should either Party have filed for FSIP assistance, management may implement the advisory opinion.

Any changes resulting from the FSIP process shall be implemented as soon as possible.

If management has selected the statutory negotiation process (whether chosen initially or after informal discussions or CM), CREA will normally have up to fifteen workdays to prepare written proposals before bargaining commences, or up to twenty workdays if relocations are to involve more than 50 employees. Negotiations will be held for no more than ten workdays unless the Parties determine otherwise. The Parties shall bargain in good faith. If they are unable to reach agreement within ten workdays, either party may request the services of the Federal Mediation and Conciliation Service. If the FMCS mediator certifies that the Parties are at impasse, then either party may request the assistance of the Federal Service Impasses Panel. Implementation may not take place until the impasse is deemed resolved by the Panel, unless, under USC 7106 (a)(2)(D), it is necessary for management to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 3.

The Library agrees to include with the formal notice to bargain the following information:

- A. the reason for the impending action.
- B. the names of the employees affected.
- C. the contemplated areas of relocation.
- D. the contemplated date of relocation.

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ARTICLE XXII - EQUIPMENT AND FACILITIES

Page 101

Section 1.

When the Library makes changes in equipment and facilities and there is negotiable impact as a result of those changes, the Library will meet, consult and bargain over appropriate arrangements for employees adversely affected by the impact and implementation of those changes.

Section 2.

The Library agrees to explore improved methods of maintaining and servicing office equipment.

Section 3.

The Library agrees to review complaints regarding equipment and facilities that are purportedly adversely affecting the work of unit employees and will promptly address the matters raised and take appropriate action.

Section 4.

The Library agrees to provide and maintain clean, adequate, and sanitary rest rooms and toilet facilities for all employees in work areas under its control and shall request the responsible authorities to keep facilities in compliance with occupational safety and health standards, laws and regulations.

Section 5.

The Library agrees to make every reasonable effort to provide adequate lighting in all work areas. The Library agrees to investigate employee complaints concerning lighting glare, harshness, or other related problems.

Section 6.

The Library will make every reasonable effort to provide adequate and clean ventilation of all work areas.

Section 7.

The Library agrees to investigate complaints concerning noise in work areas.

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ARTICLE XXIII - HEALTH AND SAFETY

Page 103

Section 1.

The Library shall make every reasonable effort to provide employees with a safe, healthy, and ergonomically sound work place consistent with applicable laws, regulations, policies, and programs, and within available resources.

Section 2.

The Library and the Association shall review emergency evacuation procedures for all CRS employees twice annually and the Library shall specify in writing such procedures to each employee. The Library shall clearly designate evacuation routes and alternative routes by prominently displaying signs in all CRS work areas. The Library shall provide adequate fire extinguishing equipment and shall instruct employees on its use at least once annually. The Library shall hold at least two emergency evacuation drills annually.

Section 3.

The Library shall, upon written notice from the Association, promptly investigate alleged hazards that pose serious threat to the safety of unit employees and will correct such hazards where found by an appropriate official or safety inspector. Employees are responsible for following established safety rules and encouraged to report unsafe conditions to their supervisor or other management officials or the Association. Employees reporting unsafe conditions to their supervisor or other management officials, including Safety Services, shall remain anonymous, if so desired. No employee shall be subject to restraint, coercion or reprisal for filing a report of unsafe or unhealthful working conditions. The Library shall notify employees and the Association immediately of any condition which poses imminent danger. The Library shall notify employees and the Association of any hazard notices which are to be posted.

Section 4.

The Library shall send a copy of all accident reports made by supervisors involving on-the-job injuries of unit employees and all health and safety inspection reports to the President of the Association. The Library shall make available routine reports generated by the Hazard Abatement Program database.

Section 5.

A joint advisory Labor-Management Health and Safety Committee shall be established. This Library-wide committee shall include two CRS management representatives and two representatives of the Association. The functions of the committee shall be:

- A. To provide a means for the presentation and evaluation of employees' comments on health and safety matters.
- B. To conduct health and safety inspections of facilities on an annual basis at a minimum and more frequently as deemed necessary and recommend measures for the elimination or correction of conditions hazardous to the health and safety of all

employees.

C. To promote the staff's health and safety education.

The Association shall be notified of and has the right to be represented on all health and safety committee inspections of CRS. Employees shall have the right to discuss their health and safety concerns during such inspections, and shall not be subject to any type of reprisal for so doing.

Committee recommendations will be presented in writing to the appropriate management officials. Members of the Health and Safety Committee shall be afforded time-off from regular duty, without loss of pay or charge to leave, for the purpose of performing such duties as are provided for in this Article.

Section 6.

It is the policy of the Library to establish and conduct a health program which will promote and contribute to the maintenance of the medical fitness of Library employees. Designated health services and facilities exist for the members of the Library staff, who are encouraged to use it whenever necessary.

Section 7.

The Library shall inform employees of health services available to them. The Library shall encourage all employees to participate in general and specific examination programs, such as the cancer-screening program and the high blood pressure testing program.

Section 8.

- A. The following services will be provided at no expense to employees on a continuing basis:
 - 1. Any immunizations made available by the Public Health Service;
 - 2. Visual screening and eye examinations;
 - 3. Hearing examinations and participation in a comprehensive hearing conservation program;
 - 4. Cancer screening programs and comprehensive health information programs; and
 - 5. Emergency service during all work hours.
- B. The Library will provide comprehensive physical examinations and ergonomic consultations to employees where necessary and appropriate for the performance of their duties.

Section 9.

- A. Within available resources, the Library will provide first aid and CPR training to any employee who volunteers to take it. If resources are limited, priority should be given to maximize division/office coverage.
- B. The Emergency Medical Response Team which includes the medical staff and the Library's Police, are responsible for certain assigned responsibilities in the event of a medical emergency. The Health Services Officer is responsible for providing the Emergency Medical Response Team with adequate and current first aid and referral training, including CPR, as determined necessary by the Library and within its available resources in accordance with LCR 2018-2.1.
- C. As a rule, Health Rooms shall be open from 8 a.m. to 5 p.m. The Library will make every reasonable effort to ensure the availability of medical emergency personnel during working hours.

Section 10.

The Library will administer the Federal Employee's Compensation Program as provided by law. The Association will counsel and assist all employees to report injuries immediately and to refrain from self-treatment to the extent it may compromise their rights under the Federal compensation program. An employee will be permitted to review documents relating to his/her claim for compensation which the Office of Workers Compensation Programs has authorized the Library to make available. The employee may be accompanied by his/her representative, if the employee so wishes.

Section 11. The Parties agree:

- A. That an employee making a written request for accommodation for health reasons is entitled to prompt consideration of the request;
- B. That sick leave is provided by law for employees who are medically temporarily incapable of doing their job is a result of a non-occupational sickness or injury; in addition, leave without pay may be granted consistent with applicable laws and regulations;
- C. That, in cases of temporary partial disability where full recovery is expected normally within six months, the Library shall make a reasonable effort to assign limited or light duties or make other arrangements;
- D. That all written requests from employees for light-duty assignments, details, or reassignments for medical reasons should be referred to the Library's Health Services Office for recommendation. These requests should be supported by a medical statement prescribed by the Library's Health Services Office. Such requests are entitled to prompt consideration.

Section 12.

When an employee must leave the Library due to illness or injury as determined by the Health Services Office, the Library shall provide or arrange transportation from the Library to the employee's home, to a hospital, or to a doctor's office.

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ARTICLE XXIV - EMPLOYEE ASSISTANCE PROGRAM

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Section 1.

The Parties recognize that excessive stress, emotional health problems, and personal problems can be detrimental to productivity and morale. The Parties also recognize that alcoholism, drug abuse, and emotional disorders are illnesses that can interfere with job performance.

The Library will provide an Employee Assistance Program (EAP) according to the Office of Personnel Management guidelines, applicable law, and this Agreement to provide assistance to employees in overcoming such problems. Library of Congress Regulations remain in full force and effect and shall govern including LCR 2018-3, except to the extent that they are modified or amended by the specific terms of this article.

The Employee Assistance Program is administered by the Employee Assistance Division. Appropriate assistance is provided by this office to help employees identify and resolve their behavioral/medical problems that affect work performance. This may be done through prevention programs, counseling, assessment and referral to organizations and individuals in the community for treatment, and rehabilitation.

It is the policy of the Library to encourage and to facilitate employees efforts to seek help voluntarily for such problems through this program.

Section 2.

To assist further the effective functioning of the Program, the Parties agree that CREA may join the Employee Assistance Committee (EAC), with equal Association-Management representation. The function of the Committee shall be to promote employee education and advise the Library on its Employee Assistance Program. The Library shall designate appropriate employees to work with the Committee. The Committee shall meet on official time at such times and places as it deems appropriate. All members of the Committee shall have access to copies of pertinent publications, and shall receive copies of relevant and necessary material, as determined by the Library, for the proper functioning of the Committee.

Section 3.

The Library agrees to publicize the Program services actively, and shall encourage and sponsor programs related to the mission of the EAP. The Library also agrees to develop information programs to acquaint supervisors, managers, representatives of the Association, and employees with the Library's policy and program for dealing with alcoholism, drug abuse, emotional disorders and personal problems.

Section 4.

Supervisors are encouraged to contact the Employee Assistance Division as soon as they have good and sufficient reason to believe that a problem exists with an employee that is due to personal, emotional, drug, or alcohol related problems. If an employee appears to have such a problem that is adversely affecting his or her job performance (including

behavior/conduct), the supervisor should make a formal, written referral, advising the employee to obtain confidential counseling through the Employee Assistance Program.

The Library will encourage and facilitate the employee's efforts to resolve his or her behavioral/medical problem and will give consideration to written employee requests to take actions which it may determine to be appropriate and within its authority such as but not limited to: granting annual leave, advanced sick leave and leave without pay which are supported by medical documentation; approving requests for limited duty, part-time schedules and/or reassignment for a limited duration which are also supported by medical documentation. Approval of these requests must always be consistent with the determination of CRS of its ability to accomplish its mission and meet the needs of the agency. Denial of these requests and the determinations by the Library are non-grievable except to the extent that the employee may grieve the failure of the Library to procedurally consider any requests.

Acceptance by an employee of counseling assistance under LCR 2018-3 is not a bar or a stay to taking disciplinary action under the provisions of appropriate Library regulations; however, an employee who timely accepts treatment and/or counseling after referral will be given a reasonable opportunity to demonstrate satisfactory performance.

In instances of misconduct, the employee will be referred whenever possible; however, no time period is guaranteed prior to prosecuting an adverse action. An offer of assistance, and/or a referral made under this program, even one made concurrent with the proposed disciplinary action, does not protect the employee against a disciplinary action.

Reasonable opportunity is an amount of time commensurate with that required to: determine the nature of an employee's problem, if any; determine appropriate corrective measures and treatment; and apply such corrective measures and treatment.

This period of time shall not in any case exceed the time established in LCR 2017-5 (Procedures To Be Used When Performance Fails To Meet Requirements) which is the reasonable opportunity provided for in Section 4C of LCR 2018-3, and which recognizes the continuing obligation of staff members at all times to perform satisfactorily the requirements of their positions. Employees who timely accept treatment pursuant to the terms of this program will be assured of a 90 day period to improve performance under LCR 2017-5, Section 3A and/or a 90 day period to improve performance under Section 3B. Timely acceptance of treatment occurs when the employee responds to the written referral by consulting with the EAP staff within 10 workdays after receipt of an oral warning (Section 3A) or a written warning (Section 3B) and having established evidence of a behavioral/medical problem covered by this article enters the program. The employee must demonstrate continuing cooperation in the program and satisfactory progress during the period set out above.

All days off duty on approved leave for initial medical treatment shall not be counted as time assured to an employee above, to improve performance.

When an employee's condition has been medically documented as not remediable, he/she will be offered information and assistance in applying for disability retirement when the length of service requirement has been met. However, an employee's application for disability retirement shall not preclude or delay any other appropriate personnel action by the Library.

Section 5.

Information received by EAP committee members that would permit the identification of any individual or the nature of an employee's problem, shall be held in the strictest confidence. Any improper disclosure of confidential information shall result in the immediate replacement on the Committee of the person(s) who caused the disclosure.

Section 6.

A. Confidential Information.

1. All information and records under the EAP shall be treated as confidential, except to the extent that information may be communicated to supervisors by program personnel to assist in determining reasonable time to demonstrate satisfactory performance under Section 4. However, the Parties agree that, while no employee shall be compelled to participate in the Program, the Library shall not be barred, in appropriate proceedings, from introducing the fact of the employee's refusal to join in, or withdrawal from the Program. No confidential information regarding the

employee's specific medical condition shall be released by the Library without the employee's consent.

2. An employee who participates in this Program is assured that information relating to his or her care will not be released to anyone, including his or her supervisor, without the written consent of the employee. The consent for disclosure shall include:
 - a. The office which is to make the disclosure;
 - b. The name or title of the person or the organization to which the disclosure is to be made;
 - c. the name of the employee;
 - d. the purpose and/or need for the disclosure;
 - e. the extent or nature of the information to be disclosed;
 - f. a statement that the consent is subject to revocation at any time (except to the extent that action has been taken in reliance thereon), specifying the date, event, or condition upon which the consent will expire without express revocation;
 - g. the date on which the consent is signed;
 - h. the signature of the staff member.

B. Records

1. The Health Services Office and the Employee Assistance Division are responsible for processing and maintaining records relating to an employee's problem due to alcoholism, drug abuse, or emotional disorder. These records shall be kept confidential in accordance with this agreement and the law.
2. The employee is responsible for seeing that appropriate records related to health and other records and information are provided to the Employee Assistance Division for consultation, treatment, or follow-up purposes if he or she wishes to participate in the Program.
3. An employee's Official Personnel Folder shall not refer to confidential information in the employee's EAP record except to the extent that this information is relevant and necessary to document disciplinary or adverse actions, and other personnel actions and prepare the final personnel action recommendation. Information gained from EAP counseling records will not be placed in the Official Personnel Folders. An employee's voluntary self-referral to the EAP, prior to the employer's initiating action under LCR 2017-5, shall not be placed in the Official Personnel Folder.
4. An employee or his/her physician shall be given access to his/her medical and non-medical Employee Assistance Record. The Health Services Office and the Employee Assistance Division shall determine which EAP records will be released to the employee.

Section 7.

This article shall not be construed as a relinquishment by the Association of its responsibility to represent an employee, upon request, in connection with personnel actions involving alleged alcoholism, drug abuse, emotional disorder, or other behavioral/medical problem.

Section 8.

All unit employees who have a medical/behavioral problem within the purview of this article shall be informed upon referral of applicable contract articles or Library regulations pertaining to their situation.

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CREA

ARTICLE XXV - FLEXIBLE WORK SCHEDULES

Section 1.

This article is in accordance with the Federal Employees Flexible and Compressed Work Schedules Act of 1982, 5 U.S.C. 6120 et seq.

Section 2.

For the purposes of this article:

“Flexitime” is defined as a work schedule under which employees are permitted to vary their working hours on a daily basis within general schedules of working hours and “core hours” during which all employees are required to be at work.

“Complex” is any working arrangement that enables an employee to fulfill his/her basic work requirement of eighty (80) hours per pay period in less than ten (10) full work days, and that permits the employee to vary his/her starting and quitting time on a daily basis, subject to core periods during which all employees are required to work, and specified flexible bands during which an employee is permitted to work. /p>

“Compressed workweek” is any working arrangement that enables an employee to fulfill his/her basic work requirement of eighty (80) hours per pay period in less than ten (10) full work days on a fixed schedule.

A “fixed schedule” is a working arrangement of eight and one-half (8½) hours per day with a specific starting and quitting time and that permits an employee, with the consent of management, to alter this schedule for specific needs.

A part-time employee, for purposes of this article, is included among employees if he or she works full days but less than 40 hours per week. Part-time employees may participate in the applicable work arrangements listed in this Section.

Section 3.

Four types of schedules will be permitted: flexitime, complex, compressed workweek, and standard fixed schedules. Complex and compressed workweek schedules will be the 5-4/9 type only, which permits employees to work eight (8) nine-hour days and one (1) eight-hour day each pay period.

Section 4.

Assignment of an employee to a schedule will be based on the Director’s determination that such assignments are necessary to maintain CRS capacity to respond effectively, efficiently, and professionally to the needs of the Congress and to otherwise carry out the mission and responsibilities of CRS. The supervisor may approve, disapprove, or recommend changes to the employee’s requested fixed or alternative work schedule as required by operational conditions.

Management retains the right to:

- A. make determinations with regard to the elimination of complex and compressed workweek schedules in accordance with 5 U.S.C. 6120 et seq.;
- B. exclude individual employees or groups of employees from coverage under alternative work schedules or offsite work when operational considerations (e.g., efficiency, productivity, service, or employee performance/conduct) prevent use of alternate work schedules or offsite work for the employees involved. Employees will not have their alternative work schedules disapproved or terminated as a form of discipline;
- C. assign temporarily fixed schedules to employees otherwise on flexitime, complex, or compressed workweek schedules when such action is necessary to meet the operating requirements of CRS and the division involved;
- D. make modifications, including limiting the number of or percentage of employees permitted to use alternative work schedules or offsite work, because of factors such as workload, vacancies, and schedules of other staff; and
- E. authorize earlier start times based on the operational needs of the Service and personal hardship.

For a permanent change, management normally will give an affected employee and CREA twenty-one (21) days' notice of such action. For a temporary change, when practicable, management will give an affected employee and CREA seven (7) days' notice.

Within these constraints management will seek to make assignments where practicable in accordance with employee expressions of interest. Management agrees to communicate such assignments promptly to employees and CREA.

Section 5.

At least two weeks prior to the beginning of each six-month period starting in April and October of each year, full-time employees eligible to participate in a flexitime, complex, or compressed workweek schedule may request in writing a flexitime, complex, or a compressed workweek schedule.

Section 6.

Where employees are not permitted to be on flexitime, complex, or compressed workweek schedules, management will make every reasonable effort to reduce the impact of fixed scheduling, or rotation to provide coverage, upon those employees least able to make alternative work arrangements, and will, under those circumstances and subject to operating requirements, make every reasonable effort to give scheduling preferences to the following: child care or elder care responsibilities and scheduling, education and training scheduling, and transportation scheduling.

Section 7.

All employees assigned fixed schedules will remain on such schedules for a period of three months, unless management determines that operating requirements permit or mandate a different assignment prior to the end of such three-month period. Employees assigned to fixed schedules for a three-month period may at the end of such period be given the opportunity to choose to work on a flexitime or complex or compressed workweek schedule or to request a different fixed schedule; such requests shall be granted if management determines that such change is consistent with the operating requirements of CRS and the division/office. All management denials of requests shall be communicated in writing to those making the requests. Any disapproval is to specify reasons for the denial. Where fixed schedules are assigned in order to meet specific, recurring operating requirements which cannot adequately be satisfied through flexitime, complex, or compressed workweek schedules, management may assign employees permanently to fixed schedules.

Section 8.

Employees on a fixed schedule will not be required to sign in and out; however, they may be required to indicate that they are present in accordance with the division or office practice.

Section 9.

All employees on a flexitime, complex, or compressed workweek schedule will be required to sign in and sign out on the attached form, which is hereby incorporated into this plan. Only employees on flexitime or complex who are using the flexband in the middle of the day will be required to sign in and out for the lunch period on the attached form.

Section 10.

Employees on flexitime or complex who are tardy (defined as arriving later than the beginning of the applicable core period) will not be excused for tardiness except in extraordinary circumstances.

Section 11.

Employees who have commenced work prior to the start of the morning core period may not subsequently sign out for the purpose of using flexitime or complex prior to the start of the morning core period. Employees may not sign out after the start of the afternoon flexband and subsequently return to work for the purpose of using flexitime or complex.

Section 12.

Employees of the Knowledge Services Group will be expected to work fixed schedules whenever they are assigned to duty in the Congressional reading rooms or Congressional research centers.

Section 13.

Any employee who is detailed or temporarily assigned to another division/office/unit must conform to the work schedule of the new worksite.

Section 14.

The Library and the Association recognize that the normal hours of service to the Congress are 8:00 a.m. to 6:00 p.m. during weekdays, except where CRS management determines that operating needs require extended hours of service. The flexitime and complex schedules and hours for CRS organizational units covered by this plan shall therefore conform to the following:

- A. For all organizational units except the Congressional Services Section, the morning flex band will start no earlier than 7:30 a.m. and the afternoon flex band will end at 7:00 p.m.
- B. For the Congressional Services Section, the morning flex band will start at 8:30 a.m. and the afternoon flex band will end at 6:00 p.m.

Within the flex bands delineated above, offices and divisions may modify their flexible bands and core hours using consultative management.

Section 15.

The Library reserves the right to require an employee to perform work assigned or to require him/her to appear for work when ordered to accomplish its organizational mission. Employees on complex or compressed workweek schedules who are required for official reasons to work on their scheduled day off shall be compensated with compensatory time or overtime in accordance with LCR 2013-11 unless, with supervisory approval, they are able to substitute another day within the same pay period.

Section 16.

Once an employee has established a complex or compressed workweek schedule, he/she may request in the manner described below to be excluded from participating before the next election period. An employee who so requests exclusion before the next election period shall submit to his/her division chief or office head a written request detailing the reasons and stating the desire to be excluded from a complex or compressed workweek. The Assistant or Associate director shall give a decision of approval or disapproval in writing to the employee.

Section 17.

Alternative work schedules are not intended to increase or decrease an employee's existing entitlement to leave or creditable service for retirement purposes. Leave is earned based on an eighty-hour pay period and is to be taken and charged based on the number of hours which an employee is absent from the approved schedule of duty.

Section 18.

Holiday entitlements for employees working on complex or compressed workweek will be based on the individual schedule for the day on which the holiday falls. If the observance of

a holiday falls on an employee's non-workday and the employee's non-workday is a Monday, then the Tuesday following the observance becomes the non-workday. If the observance falls on the employee's non-workday and the non-workday is any day other than a Monday, the day preceding the observance becomes the non-workday.

Section 19.

Overtime for employees participating in complex or compressed workweek is defined as that work or duty time in excess of nine hours in a nine-hour day or eight hours in an eight-hour day or more than eighty hours in a pay period, that is specifically ordered and approved by management in accordance with applicable provisions of law.

Section 20.

When an employee participating in complex or compressed workweek is on travel, work-related injury status, military leave, jury duty, or training away from the agency, the employee's schedule will revert back to ten eight-hour days for the pay period in which the special status occurs.

Section 21.

At management's sole discretion, temporary employees and other employees in their probationary period may be assigned a fixed schedule.

Section 22.

Management may also, at its sole discretion, exclude individual employees or groups of employees from coverage under alternative work schedules or offsite work when:

- A. The employee(s) need close supervision because of disciplinary, conduct, or performance-related considerations; or
- B. The employee(s) have abused flexitime, complex, compressed workweek, or offsite work and as a result have been subjected to a warning and/or to disciplinary action, when determined appropriate.

Section 23.

The parties acknowledge that the practice and continuance of alternative work schedules is subject to its effect on productivity, public service operations, or increased cost to the Library. Alternative work schedules may be terminated in whole or in part in accordance with applicable law, including 5 U.S.C. 6131.

Section 24. Right to Request Compensatory Time When Operational Needs Require

When the operational needs of the Service require an employee to work in excess of his or her basic work requirement, the employee may request such work to be compensated by an equal amount of time off.

Requests to earn and use such time must be made and approved in advance. An employee still retains the right to request overtime.

Section 25. Offsite work

A. Purpose

It is the Library's policy that all Library staff members shall normally perform their regular or work-related duties at their assigned duty stations within the Library. Staff may be granted the opportunity to work offsite so long as such offsite work is consistent with the mission of the Service to provide Congress with timely information and policy analysis in support of its legislative and oversight activities. The opportunity to work offsite is at management's discretion and may be terminated at management's discretion. The Director retains authority to determine the appropriate conditions for staff working offsite.

B. Definitions

Episodic offsite work is a working arrangement between the employee and the employing division/office whereby the employee works at an alternative worksite on a short-term episodic basis.

Alternative worksite is a location other than the Library of Congress from which an employee may work offsite (e.g., residence or telecommuting center).

C. Requests for Episodic Offsite Work

1. Employees may request short-term, episodic offsite work for the following purposes:
 - a. health reasons; or
 - b. emergency (area-wide, agency, or individual, including weather-related).

2. For episodic offsite work for health reasons, the employee must complete the appropriate agency form and have it approved.

3. For episodic offsite work for emergency reasons, the request must meet the following condition:

An essential CRS special project or work assignment must be accomplished to meet a deadline. Associate or Assistant Directors will grant approvals for this work offsite only when necessary to support the timely accomplishment of the operational needs of the Service.

4. The Director or designee may determine that a significant weather-related event has occurred or will occur which is the basis for an exception to the condition for episodic offsite work provided in this Section. Under this circumstance, an employee may submit a request to the supervisor to perform episodic offsite work at their approved alternative worksite. To receive approval, the employee must have and be able to perform agency work.

D. Conditions for Offsite Work

Advanced approval for working offsite during regular work hours may be granted when the following conditions are met and documented:

1. The supervisor has determined that the work to be done can be accomplished efficiently and effectively offsite.
2. The supervisor can estimate the approximate amount of time required to do the work.
3. The supervisor can ascertain, through appropriate verification from the staff member, that the work was in fact performed at a fully acceptable level.
4. The work can be performed offsite at no increased risk to the security of information or to the Library's network.
5. Working offsite will not result in additional expenses to the Library (e.g., computer hardware, software, telecommunications, staff maintenance, and support) that are not offset by increased savings resulting from the offsite work.
6. Absence from the official office will not have a negative impact on the level of service provided (e.g., face-to-face contact with colleagues or congressional clients, access to research materials, responses to rush requests that an employee normally fields, or internal meetings).

E. Supervisors are authorized to request staff members to work overtime or compensatory time offsite only when the following conditions are met.

1. The four conditions set out under paragraph C above are met.
2. The duties to be performed are basically a continuation of the regular duties of the staff member.
3. Performance of such duties offsite is of immediate benefit to the Library.
4. The work to be performed and the maximum hours to be used for such work are officially approved in advance by the Associate or Assistant Director.

F. Operating Principles

1. Participation in offsite work shall not change an employee's flexitime, compressed workweek, complex, or fixed schedule status.
2. The rules and policies governing the employee's time, attendance, and the requesting of overtime, compensatory time, and leave are unchanged by participation in offsite work. Employees must obtain supervisory approval before taking leave in accordance with prescribed office procedures and applicable law, rules, and regulations. All overtime must be approved in advance by the appropriate supervisor. If the employee works overtime that has been directed

and/or approved in advance, the employee will be compensated in accordance with applicable law, rule, or regulation.

3. Library-owned equipment will be serviced and maintained by the Library. Employee-owned equipment will be serviced and maintained by the employee.
4. Provided the employee is given at least 24 hours' advance notice, and the Library has reasonable cause to believe that hazardous working conditions exist, an inspection by the Library of the employee's home worksite may be conducted during the employee's normal working hours to ensure proper maintenance of Library-owned property and worksite conformance with health and safety standards.
5. Employees must make a reasonable attempt to ensure a safe and healthy work environment.
6. The Library will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Library equipment in the employee's residence, except to the extent the Library is liable under current federal law.
7. The Library will not be responsible for operating costs, home maintenance, or any other incidental cost whatsoever (e.g., utilities) associated with the use of the employee's residence. By participating in offsite work, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Library, as provided for by statute and implementing regulations.
8. Injuries that arise in the performance of duty at the alternative worksite are subject to the Federal Employees Compensation Act.

G. Procedures

1. When requesting episodic offsite work, any staff member shall submit to his or her immediate supervisor a CRS Request/Authorization for Episodic Offsite Work. The request must specify the work to be done offsite and the reason(s) for the request. The immediate supervisor shall forward the request with a recommendation to the Associate or Assistant Director for prompt consideration.
2. If the request is denied at any point during the approval process, the staff member shall be notified promptly.
3. Employees requesting to work offsite for health reasons shall submit a CRS Request/Authorization for Offsite Work for Health Reasons to their supervisor. Within three workdays of submission of this form, the employee and his or her supervisor will meet to discuss and review the request. Management's decision shall be provided to the employee within ten (10) workdays of the request.

H. Suspension and Termination

Management reserves the right to suspend temporarily or to terminate an offsite work arrangement when such action is necessary to meet the operating requirements of the division/office, when the conditions for offsite work are no longer met, or when an employee does not conform with the terms of the authorization. Any decision to suspend or terminate the offsite work agreement must be in writing and indicate the reason(s) for the suspension or termination.

Section 26. Credit Hours

A. Definition

The term "Credit Hours" means any hours within a flexible schedule which are in excess of a staff member's basic work requirement and which the staff member elects to work so as to vary the length of a work week or work day. Such work is compensated by an equal amount of time off (i.e., one (1) hour of work in excess of the employee's regularly scheduled tour of duty is compensated by one (1) hour off on a subsequent work day).

Work performed for credit hours is distinguished from overtime work (paid or compensatory), which is ordered or directed by management. Work performed to earn credit hours is not compensated as, nor is it subject to the rules and regulations governing, overtime work.

It is not the intent that employees use credit hours to create unauthorized schedules. As an example, an employee cannot regularly earn credit hours to take an additional day off each week.

The opportunity to earn credit hours shall not be used either as a reward or punishment.

B. Approval

Approval to earn and use credit hours must be requested and given in advance. Supervisors will consider operational requirements when considering requests to earn credit hours. Employees who need close supervision because of disciplinary- or performance-related considerations may be excluded from earning credit hours.

C. Earning and Using Credit Hours

Full-time employees may earn up to twelve (12) credit hours per pay period and carry over up to twelve (12) hours per pay period except where the Library demonstrates operational needs.

Part-time employees may earn up to six (6) credit hours per pay period, upon approval of the supervisor, and carry over six (6) hours, when necessary.

Employees earn credit hours in an initial increment of thirty (30) minutes and in fifteen (15)-minute increments thereafter.

Employees working for credit hours may not work more than eleven (11) total hours in a workday.

Employees may earn credit hours during the flexible bands.

Management may require the employee to work overtime instead of credit hours.

Credit hours are to be used in the same manner as annual leave. Normally, credit hours must be used before compensatory leave and annual leave.

The Library retains the right to terminate the credit hours program in accordance with 5 U.S.C. 6122 and 6131 (Flexible and Compressed Work Schedules). The Library will bear the burden of showing that the program is likely to have an adverse agency impact.

D. Changes to the Number of Credit Hours

Two years after the execution of this agreement, the parties will meet and discuss credit hours under this section. At that time, either party reserves the right to reopen this section solely for the purpose of bargaining over the number of credit hours.

Section 27. Grievability

Any complaint concerning the violation, misinterpretation, or misapplication of this article shall be grievable under Article XXXI of the Collective Bargaining Agreement between the Library of Congress and CREA, subject to management rights as set forth in the Collective Bargaining Agreement and this article.

[CRS Request/Authorization for Offsite Work for Health Reasons](#) (PDF)

[CRS Request/Authorization for Episodic Offsite Work](#) (PDF)

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ARTICLE XXVI - OVERTIME

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Section 1.

Overtime and compensatory time shall be paid and used in accordance with applicable laws, including the Fair Labor Standards Act (FLSA), and implementing regulations.

Time spent performing official business in excess of eight (8) hours a day or forty (40) hours a week (or in excess of nine hours a day or 80 hours in a pay period for staff members on a compressed workweek or complex schedule) shall be considered overtime when officially ordered or approved for employees exempt from the FLSA.

Section 2.

The Association acknowledges that the Library retains the right to require employees to work overtime. An employee, however, may be excused from an overtime assignment by his or her supervisor or higher-level management official based upon a timely acceptable request. Overtime will not be imposed against an employee's wishes unless reasonable efforts to perform the work at other times or through other personnel have been pursued.

Section 3.

An employee covered under the FLSA shall be considered to be in an overtime status when performing work for the benefit of the Library prior to or after the employee's established shift hours or during the employee's prescribed lunch period, whether requested or not, when the Library knows or has reason to believe that it is being performed, except for time less than 15 minutes.

Section 4.

In the assignment of overtime, the Library agrees to provide the employee(s) with advance notice whenever possible. Any employee designated to work overtime on days outside his basic work week will be given a day's notice except in cases of emergency. When overtime is to be performed on a Sunday or holiday, two days advance notice will be given to the employee(s) affected whenever possible and compensation will be in accordance with applicable laws and regulations.

Section 5.

- A. At the request of an exempt or non-exempt staff member, compensatory time off may be granted in lieu of overtime pay for an equal amount of time spent in irregular or occasional overtime work. Compensatory time in lieu of overtime pay is granted at the discretion of the supervisor. A staff member who prefers the compensatory time off shall so inform his/her Associate or Assistant Director at the time the employee receives instructions for such overtime work; otherwise, the staff member may receive overtime pay. Authorization for overtime work by a staff member shall be reviewed and approved on the assumption that the staff member will receive overtime payment rather than compensatory time off. A staff member having elected compensatory time may not later request overtime payment instead.

B. A full-time, part-time, or intermittent staff member with a salary above the maximum scheduled rate of GS-10 officially ordered or authorized to work irregular or occasional overtime in excess of 40 hours during any administrative workweek (or in excess of nine hours a day or 80 hours in a pay period for staff members on a compressed workweek or complex schedule) shall be granted compensatory time off, except that in special cases, upon submission of a justification describing the special circumstances, the reasons for exception, and the availability of funds, the Director may authorize overtime pay in lieu of compensatory time off.

Section 6.

An employee officially ordered or who has approval to work overtime sixty minutes or more beyond his/her duty hours and who must travel between the office and home during hours of darkness or on infrequently scheduled transportation may be reimbursed for transportation fees in accordance with schedules maintained by the Office of the Chief Financial Officer. The employee must substantiate additional transportation expenses before he/she will be reimbursed.

Section 7.

Overtime assignments will be distributed and rotated equitably among qualified employees based upon relevant factors, such as the knowledge, skills and abilities needed for the work to be done, dependability, and employee personal considerations. Supervisors may consult with Association Stewards concerning the assignments of overtime in an effort to apportion the overtime work fairly among qualified employees as far as possible. Supervisors shall not assign overtime work to employees as a reward or penalty.

Section 8.

The Library will establish a rotational system whereby each and every qualified employee within a section or organizational unit will be given the opportunity to participate in overtime work assignments on an equitable basis insofar as operational needs allow. Overtime assignments where specialized or uncommon skills are needed will be excepted from this basic principle of rotation. Records of employee overtime worked shall be maintained by the Library, including an overtime roster available for review by the Association.

Section 9.

Employees who work overtime shall be allowed a twenty (20) minute rest break during each four (4) hour period worked, consistent with Article XXVII below.

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Article XXVII - Rest Periods and Lunch Hours

Section 1.

Each employee shall be entitled to a lunch period. During the day shift, the lunch period will ordinarily be taken between the hours of 11:00 a.m. and 2:00 p.m., unless the supervisor permits an employee a different lunch period. For employees on flexible work schedules, the lunch period shall be taken during the mid-day flex period.

Section 2.

Rest breaks not to exceed twenty minutes duration shall be provided employees in the morning and afternoon. When operating needs require, the supervisor may determine the time of these breaks.

Section 3. Cafeterias and Snack Bars

- A. Where the Library provides cafeteria service, vending machine areas or snack bar service, it will negotiate with the food services contractors to maintain and, to the extent funds are available, attempt to provide the best possible services consistent with the needs of Library employees and Library users.
- B. The Library shall work with food service contractors to maintain at least one complete service cafeteria. The Library shall also work with food service contractors to maintain an adequately stocked and staffed snack bar in every building occupied by CRS.
- C. All eating facilities shall be reserved for the priority usage of Library employees between the hours of 8:30 a.m. to 9:00 a.m., 11:00 a.m. to 12:30 p.m., and 3:00 p.m. to 3:30 p.m.
- D. Accurate billing by means of itemized receipt shall be provided by all cafeterias.
- E. CREA shall be consulted before any price increases are decided upon.
- F. CREA will continue to serve as a member of the Library's Joint Labor-Management Food Service Advisory Committee with equal representation with other labor organizations in the Library.

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ARTICLE XXVIII - CAREER-RELATED ACTIVITIES

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Section 1.

The Library recognizes the importance of career-related and other work related activities in developing staff expertise to serve Congress. The Library therefore encourages CRS employees to participate in such activities.

Section 2.

The Library recognizes that voluntary membership and participation in professional associations nurture one's development. It also recognizes that the payment of membership dues in such associations is voluntary and an individual responsibility. The Library agrees to pay, to the extent its funds permit, official expenses of employees who, in performance of their official Library of Congress duties, are authorized to attend meetings of technical or professional associations. To the extent funds permit, unit employees attending meetings of technical or professional associations as official representatives of the Library will be in duty-status and will have travel expenses, per diem, and registration fees paid by the Library pursuant to governing regulations. Unit employees attending meetings of professional associations at their own expense may be granted administrative leave in accordance with applicable Library regulations.

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ARTICLE XXIX - TRANSPORTATION AND PARKING SPACES

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Section 1.

The Library shall provide adequate transportation for employees to and from various Library facilities, and to and from various Federal agencies.

Section 2.

The Parties agree that assignment of reserved parking spaces shall be based on the official needs of the Library and the human needs of Library staff as set forth in LCR 1818-4, which establishes the policy and procedures for the allocation and assignment of parking.

Section 3.

The Library agrees to work with the Association to establish an equitable system for assigning reserved parking spaces.

Section 4.

Assignments of reserved parking shall be reviewed in April and October each year by the Library and necessary adjustments shall be made. After each review the Library shall inform the President of the Association of the number of parking spaces allotted to CRS and the employees assigned to such spaces.

Section 5.

Subject to availability of spaces, the demands of flexitime and the allocation required in LCR 1818-4, a reserved parking space in or on the Library premises shall be assigned to each staff member so requesting who is assigned to perform night shift, weekend, or holiday duty.

Section 6.

The Library is responsible for issuing parking permits to employees who are assigned reserved spaces. Holders of parking permits shall be responsible for:

- A. Notifying Integrated Support Services whenever an assigned space will not be used so that temporary assignments may be made;
- B. Advising Integrated Support Services of any changes in carpool membership;
- C. Complying with LCR 1818-4 governing the use of parking areas. Reserved parking regulations will be strictly and regularly enforced by the Library.

Section 7.

Every reasonable effort will be made to assign temporary parking spaces to staff members who, because of good and sufficient reason, require special consideration, subject to the availability of space.

Section 8.

Requests for temporary parking shall be submitted to Integrated Support Services. If the request is considered to be justified and space is available, the parking permit shall be made available at that Office for the individual concerned. The permit, issued either for the sole use of an individual or for an office, shall identify the appropriate parking lot or space and shall include a specific expiration time and date.

Section 9.

Permits may be transferred only among members of carpools. A permit shall not be loaned. Permit holders shall be responsible for complying with the regulations governing the use of parking areas as stated in LCR 1818-4 and this Article.

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ARTICLE XXX - USE OF OFFICIAL FACILITIES

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Section 1.

Subject to the space not being required for official Library business or Library-sponsored events, the Library shall make available to the Association adequate space in non-duty hours to hold meetings of the Board of Governors and to hold such other meetings as the Association determines.

Section 2.

- A. The Library will provide the Association with an office, with a lockable door, for its exclusive use.
- B. The Library will provide sufficient furniture for the office to include, but not necessarily to be limited to, a desk, chair, filing cabinets, a listed telephone and a computer.
- C. The Library will provide the Association office with access to the network, use of current email software, and access to data lines sufficient for Association use, for representational purposes, of the network, a caller ID telephone, and a fax machine. The Library will also provide software that is necessary for representational purposes, to the extent that licensing agreements permit and without resulting in any additional software cost to the Library.

Section 3.

- A. The Library shall provide the Association with bulletin board space in each Division in CRS, in the snack bars, and near the Library cafeterias.
- B. The Association will be responsible for posting and removing material from the bulletin boards.

Section 4.

The Association constitution designates the second Wednesday in October as the date of its annual membership meeting.

While recognizing that space may be essential for official Library business or Library-sponsored events, the Library shall make every reasonable effort to make adequate facilities available for the Associations annual meeting, in accordance with the Associations constitution. If for any reason the annual meeting is scheduled for a different date, the Association shall notify the Library promptly so that the Library can make every reasonable effort to make adequate facilities available.

Employees attending the annual meeting with prior supervisory approval will be entitled to one (1) hour of excused absence.

Section 5.

- A. The Library shall provide the Association with the reasonable use of the Library and CRS inter-office mail services. The Library shall make every reasonable effort to distribute all Association literature intended for unit employees within three workdays from the date

the literature is provided by the Association.

- B. The Library agrees that the Association has the right to use the Library's mail distribution system, including email, to transmit documents or correspondence to management or to the employees it represents.
- C. The Association agrees that, prior to the bulk distribution of its literature by the Library, the Association is responsible for preparing, collating, and apportioning such literature. The Association agrees to limit the distribution of its literature to no more than once in a given week.
- D. The Library agrees that the current practice of distributing the Association's newsletter, "CREAivity," shall continue.

Section 6.

Any computer technology utilized or purchased by the Association that is intended to be connected to the network must be compatible with the current network client and mail package used in CRS. Association use of its networked PC must conform with all appropriate Library policies and regulations on appropriate use, specifically including policies and regulations related to computer security and copyright.

Section 7.

The Association shall be permitted to use, at cost, CRS photocopy equipment for Association business, provided that such use does not interfere with Library business. The Library may designate the machines for such use.

Section 8.

The Library shall publish and distribute two (2) times annually a complete listing of the telephone numbers and locations of each CRS employee, organized alphabetically and by Division. Such directory shall be circulated to all CRS employees. The CRS Subject Directory shall be made accessible in common areas to all employees.

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ARTICLE XXXI - NEGOTIATED GRIEVANCE PROCEDURE

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Purpose

The Purpose of this Article is to provide for a mutually acceptable procedure for the prompt and equitable settlement of all grievances. Many grievances which arise from misunderstandings and disputes can be settled promptly and satisfactorily at the immediate supervisory level.

The Library and the Association agree that every reasonable effort should be made to reach informal resolution of problems at the lowest possible level. Accordingly, both parties strongly encourage employees or their representatives to discuss problems with their supervisors in an effort to resolve them informally before they are elevated to the status of a grievance. Even after a formal grievance has been filed, the parties are encouraged to resolve informally the matter grieved.

Inasmuch as dissatisfactions and disagreements arise occasionally in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on the party filing the grievance or the party against whom the grievance is filed.

Section 1. Scope of Grievance Procedure

- A. A grievance is any complaint --
 1. by any employee concerning any matter relating to the employment of the employee;
 2. by the Association concerning any matter relating to the employment of any employee;
 3. by an employee, the Association, or the Library concerning: (a) the effect or interpretation, or a claim of breach of this Agreement, or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- B. This grievance procedure shall not cover matters for which statutory procedures exist other than as specifically provided in this Agreement.
- C. Excluded from the definition of grievance against the Library and, therefore, nongrievable under this Article are the following matters:
 1. any retirement, life insurance, or health insurance matters;
 2. any suspension or removal under 5 U.S.C. 7532 concerning national security;
 3. any examination, certification, or appointment;
 4. the classification of any position which does not result in the reduction in grade or pay of an employee; provided, however, that an employee may, at any time, appeal the grade of his/her position under LCR 2016-2, Classification Appeals;
 5. the content of an established Library policy;
 6. a determination of an employee "Not Recommended for Promotion at This Time" (see Article VIII, Promotion Review for Positions in Promotion Ladders);
 7. return to employee's official position after temporary promotion;

8. non-adoption of a suggestion or disapproval of a quality increase, incentive award, or other kind of honorary or discretionary award (LCR 2017-3, LCR 2017- 3a, and LCR 2013);
 9. separation of re-employed annuitants;
 10. selection of another applicant under the provisions of LCR 2010-14 or Article VII, Merit Employment, pursuant to 5 U.S.C. Sec. 7106(a)(2)(c)(i)or(ii); details of employees;
 11. details of employees;
 12. termination of temporary appointments and time limited indefinite appointments;
 13. issuance of documents pursuant to LCR 2017-5 (3A, B, and C) to which the employee has had the opportunity to file and preserve a response;
 14. separation (disqualification) of a conditional employee during the qualifying period;
 15. any adjectival performance rating or the narrative content of a performance evaluation (see Article IX, Section 4).
- D. Excluded from the definition of grievance against the Association and therefore nongrievable under this article are the following matters:
1. the content of any Association publication or communication as long as it is consistent with contractual, regulatory or legal requirements;
 2. the conduct of Association internal affairs as long as such conduct is consistent with contractual, regulatory or legal requirements;
 3. the conduct of Association representational duties as defined in Article XXXIV, Association Representational Activity, as long as such conduct is consistent with contractual, regulatory or legal requirements;
 4. the filing of a complaint, grievance or appeal by the Association or one of its representatives.

Section 2. Exclusive Procedures

- A. The negotiated procedure in this Article shall be the exclusive procedure available to the employees in the unit, the Association, and the Library for resolving grievances which fall within its coverage, except as provided in Sections 2B, and 2C.
- B. Complaints of discrimination shall be processed under the terms of Article XI of this Agreement.
- C. Pursuant to 5 U.S.C. 7116(d), where matters could be raised either as grievances or as unfair labor practices, these matters may, at the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice, but not under both procedures.

Section 3. Representation Rights

- A. An employee may present a grievance without representation or may be represented by the Association.
- B. An employee or a group of employees covered by this Agreement may present a grievance without representation by the Association, as long as the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given the opportunity to be present at the adjustment or resolution of the grievance. All grievances involving a common issue of law or fact may be pursued in a single grievance by agreement of the parties.
- C. The Association shall have the following rights at all steps in the grievance procedure:
 1. to be notified in writing of the time and place of meetings;
 2. to be present during those meetings, as long as the right of an employee to self-representation is not impaired;
 3. to be furnished a copy of all written decisions or responses that are issued at the time they are furnished to the grievant; and
 4. to state its position on a grievance, in writing, if it is not the designated representative of the employee.

Section 4. Resolution of Problems

A grievance, in order to be timely, must be presented in writing by a concerned employee (acting alone or with a representative), by a Steward, or by another Association representative within twenty (20) work days from the date when the grievant knew or should have known of the condition or occurrence which prompted the grievance. During the

twenty (20) work-day period prior to the deadline for filing a grievance, an employee with such a problem is encouraged to resolve it informally with the supervisor.

If the matter has not been resolved informally and a grievance has not been filed, the employee may take the issue to the Dispute Resolution Center by the twentieth (20th) work day. Once the employee files a grievance, he or she may not take the matter to the Dispute Resolution Center. If the problem is not resolved to the employee's satisfaction in the dispute resolution process, the employee may file a grievance at step two within ten (10) work days of written notification that the Dispute Resolution Center has closed the case.

Section 5. Step One

The grievant and/or the grievant's representative must present the grievance in writing on the Grievance Form to the CRS Director. The grievant must provide a copy of the grievance form to the appropriate Associate or Assistant Director. The Director shall respond in writing within twenty (20) work days after receipt of the grievance.

Section 6. Step Two: Office of Workforce Management, Labor Relations Team

- A. If the grievance is not settled in Step One, the grievant and/or the representative may present the grievance to the Library's Office of Workforce Management for a final agency decision. The grievance presented to the Office shall include the Grievance Form presented to the CRS Director, the Director's Step One response, and other relevant documents.
- B. The grievance must be presented to the Office within ten (10) work days after the receipt of the CRS Director's response. The Office shall respond in writing within fifteen (15) work days after the receipt of the grievance. This response shall constitute the Library's final decision on the grievance.

Section 7. Step Three: Grievance Mediation

- A. All Association and Library grievances not settled at Step Two and/or not addressed in the Dispute Resolution Process shall be considered for mediation prior to being referred to arbitration. Grievance mediation will proceed only with the agreement of both parties. Grievance mediation will be requested from trained Federal Mediation and Conciliation Service (FMCS) mediators. If it is not possible to obtain mediation services from the FMCS, the parties will consult and decide if they wish to find an alternative to the FMCS. Any cost related to grievance mediation shall be borne equally by the Parties.
- B. A request for mediation must be made within five (5) workdays of the Step Two decision unless the parties agree to extend that time.
- C. Every reasonable effort shall be made to complete Grievance mediation within thirty (30) calendar days of its timely request.
- D. Proceedings before the mediator shall be informal. Rules of evidence shall not apply. No record of the meetings shall be made.
- E. The grievant is entitled to be present at the grievance mediation conference.
- F. The parties may be represented by a representative of their choice;
- G. Mediation conferences will occur at a location that is agreeable to the parties and the mediator.
- H. While the mediator shall have no authority to impose a resolution of the grievance, either or both parties may request that the mediator suggest a resolution or offer a recommendation to the party(ies). This is optional to the mediator. The mediator will have the authority to meet separately with either party.
- I. Grievances not resolved through grievance mediation may proceed to arbitration in accordance with Step Four of this process. All information revealed in the mediation process shall remain confidential and for the use only of the parties to the grievance.

Section 8. Step Four: Referral to Arbitration

If the grievance mediation process in Step Three is unsuccessful, or if the parties have not engaged in grievance mediation, the Association or the Library may refer the grievance to arbitration within ten (10) workdays in accordance with the procedures set forth in the Agreement.

Section 9. Time Limits

- A. If the management official responsible for responding to a grievance at any step of the

grievance procedure is unavailable, the Library will advise the Association of the person designated to respond. In the event of the failure of any management official to render a decision or response within a time limit set forth in this procedure, the grievant may proceed to the next step. However, only the Association may invoke arbitration in an employee grievance matter.

- B. All time limits are to be strictly adhered to unless they have been specifically extended by mutual agreement of the Library and the grievant or the grievant's representative. If the grievance is submitted to an inappropriate management representative within the prescribed time limit, it shall be forwarded to the appropriate official without prejudice or penalty. Failure of the grievant to present a grievance within the proper time limits shall result in the dismissal of the grievance.
- C. Once the grievance has been filed, should the grievant, his/her representative, or the deciding management official from the Library be on leave or official absence, the time limits set forth in this article shall be automatically extended for the period of the time of absence. The parties shall be notified, in writing, of this absence as soon as is reasonably possible.
- D. Upon mutual agreement, the grievant and the Library may waive one or more steps of the grievance procedure and proceed directly to the agreed upon step.

Section 10. Availability of Records and Information

The Library shall make available to the grievant and the Association any records or data which are reasonably available and necessary to the grievance and which are kept in the normal course of business, within a reasonable time (normally within ten (10) workdays) after the request is received by the Library. The Library shall direct all staff members with relevant knowledge or information about the grievance to provide this knowledge or information to the parties and to cooperate fully in the investigation or hearing of the grievance. All relevant timeframes may be tolled for the same amount of time necessary to gather requested information pursuant to this section.

Section 11. Association Grievances and Grievances Which Cannot Be Effectively Resolved by CRS Management

- A. Grievances which impact on a substantial number of employees or which include the Association itself may be submitted in writing by the Association directly to the CRS Director at Step One of this grievance procedure within the timeframe requirements of Section 5 of this Article.
- B. Association grievances and grievances (by the Association or by an individual unit member[s]), which because of their nature cannot be effectively resolved by the CRS Director, shall be submitted in writing directly to the Office of Workforce Management (Step Two) and shall be responded to in accordance with procedures under Step Two.

Section 12. Library Grievances

- A. A Library grievance against the Association must be presented orally to the Vice President for Policy and Dispute Settlement or other designee of the Association.
- B. If the grievance is not satisfactorily settled at the oral stage, the Library may present the grievance in writing to the President of the Association. The written grievance must be presented on the prescribed form within twenty (20) workdays from the date when the Library knew or should have reasonably known of the condition or occurrence which prompted the grievance. The Association President shall respond in writing to the Library within twenty (20) workdays after receipt of the written grievance.
- C. If the grievance is not resolved to the satisfaction of the management official filing the grievance, the grievance shall proceed to grievance mediation as specified in this article.
- D. The Library may invoke arbitration in accordance with Section 8.
- E. When an adverse action pursuant to LCR 2020-3 for misconduct is taken against an Association officer or representative, the Library will not also file a grievance against the Association for the same conduct, unless the grievance concerns an alleged violation by the Association as referred to in Section 1.A.3 of this article above.

[Grievance Form - Step 1](#) (PDF)

[Grievance Form - Step 2](#) (PDF)

Note: With respect to the exclusions under Article XXXI, it is understood that except as otherwise provided in the exclusions, a grievance may be filed over the effect or the interpretation or a claim of a breach of the collective bargaining agreement with respect to

the exercise of the exclusion or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation concerning an exclusion.

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Article XXXI-A - Alternative Dispute Resolution

Section 1. Mission of the Alternative Dispute Resolution Process

The parties recognize and endorse the concept that complaints and dissatisfactions, which might develop into disputes, should be raised in a timely manner and resolved at the lowest administrative level on an informal basis where possible. The alternative dispute resolution process will provide a non-adversarial approach by using mediation as the basic method to address problems and their underlying causes. The process will offer a flexible approach to finding creative resolutions to the disputes it handles, while preserving the rights of all participants. Dispute resolution is also an alternative to the informal EEO complaints process for employees who want to file discrimination complaints, but employees may alternatively file informal discrimination complaints directly with the Equal Employment Opportunity Complaints Office. Dispute resolution also serves as an alternative means of filing an informal grievance.

Section 2. Definition

A dispute is any problem that any employee or group of employees is having or has had in the workplace, excluding the following:

- A. Personnel security determinations.
- B. Position classification appeals resolved by OPM.
- C. Adverse actions.
- D. Financial waivers.
- E. Third-party complaints (except group complaints as defined in Article XI, Section 7 of the CBA).
- F. Matters under formal negotiation.
- G. Changes or modifications to the Collective Bargaining Agreement or signed mid-term agreements.
- H. Matters that have been adjudicated or determined through a formal Library process.

Section 3. The Mediation Process

- A. Except as otherwise provided herein, disputes must be brought to the attention of the Dispute Resolution Center within 20 workdays of the origin of the dispute or within 20 workdays from the time the disputant became aware of the circumstances which caused or are causing the dispute. With respect to disputes involving grievable matters which have not been settled informally (see Article 31, Section 4), the grievant and/or the grievant's representative may present the matter to the Dispute Resolution Center within the 20-workday period. In exceptional circumstances, this time may be extended by mutual consent of both parties for the purpose of finalizing a resolution.

Once the dispute has been filed, should the disputee, his/her representative, or the deciding management official from the Library be on leave or official absence, the time limits set forth in this article shall be automatically extended for the period of the time

of absence, except under Section 7, in which case there will be no automatic extensions. The parties shall be notified, in writing, of this absence as soon as is reasonably possible.

B.

1. A convener will meet with the disputant, generally within two workdays of the dispute being filed in the Center, to hear his/her concerns and explain the dispute process.
2. The convener shall inform the disputant of his/her right to representation from this point on; however, representation is optional from this point on.
3. The disputant shall, to the best of his/her knowledge, fully disclose to the convener the basis of his/her dispute, including, as appropriate, alleged violations of Title VII of the Civil Rights Act, the Collective Bargaining Agreement, or Library of Congress regulations. If it becomes apparent during the mediation stage that a dispute should be redesignated as an EEO complaint or grievance, the disputant may do so.
4. Once a dispute is designated as an EEO complaint, the dispute resolution process substitutes for the informal stage (pre-complaint procedures under LCR 2010-3.1) of the EEO complaints process, provided that if the dispute claims discrimination on the basis of disability, timely filing of the dispute satisfies the filing requirements of LCR 2025-8.
5. The convener will work with the parties in an attempt to resolve the dispute among themselves normally within 20 workdays from the date the disputant and the convener meet. This step is to be a rigorous attempt to resolve the matter by mutual agreement among all involved parties.
6. If mediation does not resolve the dispute between the parties, the convener will inform the disputant of options for proceeding:
 - a. If discrimination (Title VII violation) is alleged, the disputant may file a formal complaint in the EEO Complaints Office within ten workdays of receipt of the final interview notice.
 - b. If a violation of the Collective Bargaining Agreement or Library of Congress Regulations is alleged, a grievance may be filed as a Step Two Grievance at the Library's Labor Relations Office level within ten days of receipt of the final interview notice.
 - c. If more than one process could be utilized to challenge the action that was the subject of the dispute, the disputant shall be so informed and will be required to make an election.
 - d. If the dispute involved more than one action, with individually distinct circumstances, more than one process may be applicable and the disputant shall be informed of the option.
 - e. If the dispute is neither a nor b the process is ended.

Section 4 - Rights of Employees

- A. All bargaining unit employees of the Congressional Research Service may use this process. Former employees with complaints pending at the time they left the Library may finish this process if issues of compensation are involved.
- B. A CRS bargaining unit employee may contact the Dispute Resolution Center directly. While representation is optional, the employee will be informed of the opportunity for representation. Employees who initiate a dispute resolution procedure, union representatives, and other employees involved in a dispute resolution procedure, shall not be subjected to harassment, restraint, interference, coercion, or reprisal because of having participated in the process, or because of having obtained a resolution or because of the terms thereof.
- C. If a dispute is not resolved after the initiation of the mediation process, the party filing the dispute may proceed to the CRS Director level of the grievance procedure, or file at Step Two in accordance with Section 3.B.6.b, or file a formal EEO complaint.
- D. All information revealed in the dispute resolution process shall remain confidential and for the use only of the parties in dispute. Conveners will not be required to give information or testimony on any case filed in the DRC in any subsequent processing of a case. Upon request by the EEO Complaints Office or the Library's Labor Relations Office, the Director of Workforce Diversity shall complete the Dispute Resolution Release Form. The form will give the name of the disputant, the date released, and a

summary of the basis for the dispute.

- E. The resolution of the dispute must be consistent with the terms of the Collective Bargaining Agreement (CBA) or Library of Congress Regulations (LCRs).

Section 5 - Rights of the Association

Whenever a bargaining unit member has a dispute mediated by the Center, CREA has the following rights:

- A. All rights specified under the CBA and/or LCRs;
- B. To be notified each time a dispute is brought to the Dispute Center;
- C. To represent the employee (if requested by the employee);
- D. To be furnished with a copy of written resolutions for all disputes involving CREA bargaining unit members.

Section 6 - Reporting

To ensure that the process is monitored effectively, the Dispute Resolution Center shall track bargaining-unit cases and provide statistical compilations. The Library will provide the Association a quarterly report on bargaining unit employee cases. The report shall provide the following information: dispute number, administrative unit, nature of dispute, date of initial contact, date and disposition of the case and nature of any resolution.

Section 7 - Mediation Pending Proposal of an Adverse Action

- A. Management shall give an employee, under investigation for misconduct, advance notice that a decision has been made to propose an adverse action on a date certain that is at least three (3) weeks in the future.
- B. Said employee, prior to the issuance of a "Notice of Proposed Adverse Action," may seek the assistance of the Dispute Resolution Center (DRC) for mediation assistance. The employee will be informed of the opportunity for representation.
- C. The following procedures shall apply:
 - 1. The employee must request assistance from the DRC within three (3) work days of receiving an advance notice that a decision has been made to propose an adverse action based on misconduct.
 - 2. A convener will be assigned within two work days and will attempt to mediate the dispute.
 - 3. Any mediation assistance provided to the employee shall cease as of the date of issuance of the "Notice of Proposed Adverse Action."
- D. The invocation of the dispute process by an employee, prior to the issuance of the "Notice of Proposed Adverse Action," will not stay any step in the adverse action process.
- E. This adverse action dispute resolution process will not be applicable in cases where it is necessary to place an employee on leave or suspension under LCR 2020-5 because his or her continued presence may disrupt normal Library functions or may endanger the health or safety of the Library staff or the public.

[Informal Dispute Form](#) (PDF)

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ARTICLE XXXII - ADVERSE ACTIONS & ENFORCED LEAVE AND SUSPENSIONS

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Purpose

The purpose of this Article is to provide a method for the prompt and fair disposition of adverse actions initiated by the Library.

Employees may be offered or may request an alternative form of disciplinary action in lieu of traditional discipline for misconduct. (For an explanation of alternative discipline, see Section 14 below.) The Library and the Association recognize the Library has a legitimate interest in taking an adverse action against an employee who is not adequately performing his or her assigned tasks after being appropriately counseled and warned, or whose conduct interferes with the mission of the agency. The Association and the Library also recognize that it is in the best interests of all employees for the non-productive or disruptive employee to be subject to adverse actions. However, the Library and the Association also agree that any adverse personnel action represents a severe intrusion into the personal and professional standing of an employee, and the employee's interest must be safeguarded by prompt and equitable procedures designed to determine the accuracy and truth of any charges which might be brought against an employee.

Section 1. Adverse Action Defined

The term adverse action for the purposes of this Agreement encompasses the following matters:

- A. Removal from the Library for cause.
- B. Transfer and reassignment for reason of performance or conduct.
- C. Suspension (non-pay status), except suspension provided under LCR 2020-5, **Enforced Leave and Suspension**
- D. Demotion, i.e., change from one position to another of lower grade or salary within the Library. [An action terminating a temporary promotion does **not** fall within the meaning of demotion.].
- E. Official written reprimand when a copy is to be filed in the official personnel folder in the Directorate of Human Resources.

Section 2. Criteria for Considering Appropriate Misconduct Penalties

Management will consider the relevant facts and circumstances of each case, including the following:

- A. The nature and seriousness of the offense and its relation to the employees 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.
- B. The employees job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.
- C. The employees past disciplinary record.

- D. The employees past work history, including length of service, performance on the job, ability to get along with fellow workers, and dependability.
- E. The effect of the offense upon the employees ability to perform at a satisfactory level and its effect upon the supervisors confidence in the employees ability to perform assigned duties.
- F. Consistency of the penalty with those imposed upon other employees for the same or similar offences.
- G. Consistency of the penalty with any applicable agency table of penalties.
- H. The notoriety of the offense or its impact upon the reputation of the agency.
- I. 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.
- J. Potential for the employees rehabilitation.
- K. Mitigating circumstances surrounding the offense, such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.
- L. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee and others.

Section 3. Representational Rights

Any employee subject to an adverse action has the right to be represented by the Association if the employee so elects or by any other representative of his or her choice at every stage of the adverse action process following the giving of the original notice of the proposed adverse action. (Excluded from participation as representatives are supervisors and other non-bargaining unit members, and any member of the Directorate of Human Resources, the Equal Employment Opportunity Complaints Office, and the Librarians Office.) The employee's representative shall have the following rights at each and every step of the proceedings:

- A. To be notified in advance of the time and place of all meetings;
- B. To be present at those meetings;
- C. To participate fully in those meetings and to speak for, or in lieu of, the employee; and
- D. To be furnished a copy of all written decisions or notices.

Section 4. Notice

- A. An employee against whom an adverse action is proposed is entitled to at least twenty (20) work days advance written notice of the proposed action.
- B. The notice shall state, in detail, the nature of the proposed adverse action, the grounds upon which it is based, and any specific instances of misconduct of the employee, if such conduct is part of the basis for the proposed adverse action.

Section 5. Examination of the Evidence

The material upon which the notice of the proposed adverse action is based, and which is relied upon to support the adverse action, including statements of witnesses, documents, and investigative reports not excluded by law or regulation of higher authority, shall be assembled for review and photocopying by the employee or the employee's representative. The notice shall inform the employee where he or she may review the supporting material. Material which cannot be disclosed to the employee or to the representative may not be used by the Library to support the reasons for the notice. Any additional evidence obtained by the Library at a later date must likewise be made available promptly to the employee.

Section 6. Employee's Response

- A. The Director of CRS or designee shall appoint a reply officer to receive the employee's response. This official shall have the authority to recommend dismissal, modification, or acceptance of the proposed adverse action.
- B. The employee shall be entitled to a reasonable time, but not less than 20 work days after being given an opportunity to examine the evidence forming the basis for the charges against him or her, to respond to the charges before the reply officer. As part of his or her response, the employee may furnish affidavits, documentary evidence, briefs, or other written arguments, and may appear in person to present oral arguments.
- C. The Library shall allow a reasonable amount of official time to the employee and his or her representative for the purpose of preparing an answer to the adverse action charge.

Section 7. Reply Officers Recommendation

The reply officer appointed by the CRS Director or designee shall consider all evidence presented by the employee and representative. The role of the reply officer is to determine whether the facts of the case justify the recommendation being made. His or her recommendation should cover matters that were specifically alleged in the proposed adverse action and shall not cover unrelated allegations. The reply officer shall consult with the proposing official, the charged party, and his or her representative prior to making a final recommendation to the Director. The reply officer shall issue a written recommendation on the merits of the proposed adverse action within 15 working days of its presentation. The recommendation may recommend that the proposed adverse action be dismissed, modified to a lesser action, or carried out. A statement of the reasons and the evidence relied upon for reaching this conclusion must be part of the recommendation.

Section 8. Final Agency Decision

The Director of CRS or designee shall make the final decision after receiving, and fully considering, the recommendation of the reply officer.

Section 9. Right to a Formal Appeal

Any employee dissatisfied with the decision of the Director of CRS or designee has a right to request a formal hearing. The request must be made to the Employee Relations Division, Directorate of Human Resources, in writing within five work days of the receipt of the decision of the Director. The adverse action will not be stayed pending appeal; but if the appeal is successful, back pay will be awarded unless otherwise determined by the hearing officer.

Section 10. Formal Hearing

- A. The formal hearing will be conducted as soon as practicable after receipt of the request for such a hearing.
- B. The formal hearing will be conducted by a hearing officer, who will be selected by the employee (with the assistance if so elected of a representative) and the Employee Relations Division, Directorate of Human Resources from a group of thirteen nominees submitted by the Federal Mediation and Conciliation Service. The Library and the employee (with the assistance if so elected of a representative) shall meet within five work days after receipt of the list of thirteen nominees. First the Library and then the employee shall strike one hearing examiner from the list of thirteen and repeat this procedure until one name remains. The remaining person shall be the duly selected hearing examiner.
- C. The hearing shall be open to the public unless otherwise requested by the employee. Subject to applicable law and Library regulations, the hearing officer will have the authority to rule on questions of fact and law. Strict rules of evidence will not apply. Unduly repetitious or irrelevant evidence may be excluded at the discretion of the hearing officer.
- D. Each party shall have the right to present oral and written evidence, affidavits from those who for good cause shown cannot appear, and to have witnesses testify. Each party may cross-examine witnesses. Any officer or employee of the Library requested to testify by the employee will be directed to do so by the Library unless the Library can demonstrate that such testimony would be entirely irrelevant. A complete transcript of the hearing shall be made and kept as a permanent part of the record. The Library has the burden of going forward and the burden of proof and must show by a preponderance of the evidence that the allegations forming the basis for the adverse action are true and that these facts form a valid and legal basis for the adverse action.
- E. The hearing officer shall communicate his or her decision, in writing, to all parties to the hearing within 30 days after the hearing unless the parties mutually agree to extend the time limit. The decision must be based on the record and must include a statement of reasons, findings of fact, and conclusions of law. The decision of the hearing officer shall be final and binding.
- F. The Library shall provide the employee or representative official time sufficient to adequately prepare for and participate in the hearing.
- G. The Library shall pay all costs associated with the hearing and appeal process.

Section 11. Implementation of the Adverse Action

If at any time the Library decides that the presence of an employee would be disruptive to

the normal functioning of the Library, or to the health and safety of other employees, or to the public, the Library may place that employee on administrative leave, on enforced annual or sick leave as appropriate, or, in the absence of annual or sick leave, on suspension under LCR 2020-5, until the adverse action is resolved. At the employees discretion, Family and Medical Leave Act leave approved in accordance with LCR 2015-21 may be substituted for enforced annual leave, sick leave, or suspension from duty without pay. If after 30 work days a decision is not reached to return the employee to the workplace, the Library will begin adverse action proceedings, or if agreed to by the parties, the 30-day period may be extended.

Section 12. Retroactive Pay

Employees placed on leave or suspended under LCR 2020-5 may, in appropriate cases, be awarded retroactive pay.

Section 13. Procedures

Before proposing an adverse action, the Library may discuss allegations of misconduct with the employee. If during the course of the discussion it becomes clear that the matter has the potential to result in disciplinary action, the employee shall be notified of his or her right to Association representation.

Section 14. Alternative Discipline

- A. The objectives of the use of alternative discipline are to improve communications and interpersonal relationships between supervisors and employees; correct behavioral problems in the work place; and reduce the costs and delays inherent in traditional disciplinary actions.
- B. Alternative discipline is limited to permanent, indefinite, and indefinite NTE employees.
- C. Any form of alternative discipline must be approved by the Director of CRS or designee before an offer can be made to an employee.
- D. All uses of alternative discipline must be memorialized by a written agreement between the employee, his or her representative (if applicable), and the appropriate manager or supervisor. An employee has three workdays after an offer has been made to accept a proposed agreement. Failure to accept will result in the resumption of the traditional discipline process.
- E. Examples of the forms of alternative discipline are:
 - 1. Leave without pay in lieu of suspension. (Staff members covered under the provisions of the Fair Labor Standards Act who request leave without pay in lieu of suspension may not continue to report for duty.)
 - 2. Reduced suspension with the balance of the penalty held in abeyance pending the completion of the alternative discipline.
 - 3. Donation of annual leave to the voluntary leave program in lieu of suspension.
 - 4. Counseling or training.
 - 5. A formal apology.
 - 6. Service of suspensions incrementally (e.g., one day a pay period for five pay periods).
 - 7. Community service
 - 8. In lieu of a formal letter of reprimand the employee accepts a substitute letter which address the same issue, but which avoids formal action.
 - 9. In lieu of a formal letter of reprimand the employee admits in writing to having committed an infraction and agrees to avoid a future infraction, accepting that a repeated infraction will result in a more severe action (e.g., suspension).
 - 10. Any other forms of alternative discipline that management and the Director or designee shall approve.
- F. In the event of subsequent misconduct on the part of the employee under an alternative discipline agreement, said agreement may be considered a prior disciplinary action for purposes of progressive discipline and may be cited as such in a notice of proposed adverse action.
- G. The alternative discipline agreement will be placed in the employees Official Personnel File during the term of the agreement and will be removed on the employees fulfillment of all its terms and conditions, but no longer than two years.
- H. The existence of an alternative discipline agreement does not preclude the Library from taking disciplinary action with respect to subsequent misconduct not covered by the agreement.

- I. An employee shall be notified of a violation of the alternative discipline agreement and given an opportunity to respond before a decision is made to impose the traditional penalty as outlined in the agreement with no right to appeal.

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ARTICLE XXXIII - ARBITRATION

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Section 1 . Designation of Arbitrator

The Parties agree to the following procedures to designate arbitrators to be used for all disputes properly referred by either Party for disposition under the provisions of this article. Within five work days from the date of the request for binding arbitration, the party invoking arbitration shall request the Federal Mediation and Conciliation Service to provide a list of thirteen impartial persons qualified to act as arbitrators. The party invoking arbitration shall pay for the request for the list of arbitrators. The Library and the Association shall meet within five work days after the receipt of such list. First the Library and then the Association shall strike one arbitrator from the list of thirteen and repeat this procedure until one name remains. This remaining person shall be the duly selected arbitrator.

Section 2 . Binding Arbitration Procedure

- A. Each Party shall make a separate submission and the arbitrator shall determine the issue or issues to be adjudicated based on those separate submissions unless the Parties agree on a joint submission of the issue(s) for arbitration.
- B. The arbitrator shall specify the procedures to be followed during the arbitration proceeding.
- C. Either the Library or the Association may have prepared at its own expense a verbatim transcript of the hearing.
- D. The arbitration hearing will be held on Library premises during normal hours of regular service between 8:00 a.m. and 6:00 p.m. on work days. Two Association representatives and all necessary witnesses on behalf of the Association in the hearing shall be on official time without charge to annual leave for any time required to participate in the hearing. The term "premises" means the Thomas Jefferson Building, John Adams Building, and the James Madison Memorial Building in Washington, D.C., unless the Parties mutually agree to hold the hearing elsewhere. Each party shall bear its own travel costs. The expenses and compensation of any outside witnesses called before the arbitrator shall be borne by the Party calling such witnesses.
- E. The arbitrator shall make timeliness determinations prior to addressing the merits of the grievance(s) before him/her. Whenever possible, the arbitrator shall also make arbitrability determinations prior to addressing the merits of the grievance(s) before him/her. Should the arbitrator find that a grievance is untimely or not arbitrable, the merits of the grievance need not be reached. Should the grievance be disposed of on the timeliness or arbitrability issue, the cost shall be borne by the losing Party. Should the grievance be disposed of on the merits, the arbitrator's fee and expenses shall be borne by the party that loses on the merits. If neither party's position is fully sustained on the merits, the Parties will split the cost proportionately as determined by the arbitrator.

Section 3 . Arbitrators Award

- A. The arbitrator will render a written decision as quickly as possible, but not later than thirty (30) days after the submission of the final documents by the Parties unless the Library and the Association mutually agree to extend the time limit.

- B. In the event that there is a dispute over a policy of an appropriate authority to which the Library is subject, the Library and the Association may jointly or separately request an interpretation in advance from such authority. The interpretation shall be received and given consideration by the arbitrator in rendering the decision.
- C. The arbitrators award shall be final and binding on the Parties. However, either the Library or the Association may file exceptions to an award in accordance with 5 USC 7122.
- D. A dispute as to the application of an arbitrator's award shall be returned to the arbitrator with a request for an interpretation.

Section 4 .

The arbitrator shall have no authority to change, modify, alter, subtract from, add to, or disregard the provisions of this Agreement. In making awards, the designated arbitrator shall be bound to apply, as necessary, the provisions of law and standards for review provided in the Statute, other applicable provisions of 5 USC, and this Agreement, including applicable decisions of administrative authorities to which the parties are subject by law, such as the Federal Labor Relations Authority (FLRA) and the Comptroller General of the United States.

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ARTICLE XXXIV - ASSOCIATION REPRESENTATIONAL ACTIVITY

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The Library and the Association recognize that the effective administration of this Agreement depends in substantial measure on meaningful representational activities. With an awareness of the benefits and responsibilities involved in these activities, and in a spirit of mutual understanding, the parties agree to the following:

Section 1 .

The Association will provide a list of Officers and Stewards to the CRS Legal Advisor at the beginning of each calendar year.

The Association will notify, in writing, the Team Leader of the Labor-Management Relations Team in the Library's Human Resources Services Office of Workforce Management and the Director of CRS within ten (10) days of a change in the identity of any Officer or Steward.

The Library will notify, in writing, the President of the Association within ten (10) days of a change in the personnel representing (1) the Library's Office of Workforce Management or (2) the Office of the Counselor to the Director, CRS.

Section 2 .

Association Officers and Stewards are authorized to perform the following duties on behalf of employees within the bargaining unit:

- A. Discuss existing disputes, grievances, and appeals or potential disputes, grievances and appeals;
- B. Prepare disputes, grievances, and appeals on behalf of unit employees;
- C. Attend meetings with supervisors and management officials to discuss disputes, grievances, and appeals and to assure compliance with this agreement;
- D. Present disputes, grievances, and appeals before third-parties or review boards on behalf of unit employees; and
- E. Discuss concerns regarding conditions of employment with unit employees.

Section 3 .

- A. During the first pay period of each calendar year, the Library will advise the Association of the number of employees in the bargaining unit. At such period the amount of official time entitled to Association Officers will be computed by multiplying the number of bargaining unit employees by 2.7. This amount of official time will be placed in a bank to be used by Association Officers during the year. In no event will the amount of official time hours be less than 1,261. Officers allotted bank time will work with their supervisors on scheduled use of their bank time. Occasionally, Officers may need to adjust agreed-upon scheduled time to meet the needs of the Service.
- B. Union Stewards who are not union Officers will be granted reasonable time for representational activities. Such time must be requested and approved by the Stewards' supervisors.
- C. Any preparation time for collective bargaining is subject to negotiation in any ground

rules agreement.

- D. The following are excluded from being charged to the bank of official time described above:
1. Official time granted for collective bargaining or authorized by the FLRA under 5 U.S.C. 7131(a) or (c);
 2. Time spent attending any meetings or participating in any committees which have been initiated or established by representatives of the Library;
 3. Time spent representing employees at arbitration or other third-party proceedings (limited to two representatives); and
 4. Time spent at labor--management training offered by the Library.
- E. At any time during the calendar year, the union, based on bona fide reasons, may request that additional hours be added to the bank if the bank of hours has been or will soon be exhausted.
- F. Official time shall not be permitted for any internal Association business, including the solicitation of membership, election of Association Officials, and collection of dues. Internal Association business shall be performed only during the time that a bargaining unit employee is in a non-duty status.
- G. Association Officers and Stewards will record their use of official time for representational activities on negotiated forms. Officers and Stewards will submit the completed official time forms to the Office of Workforce Management with a copy to the immediate supervisor at the end of each pay period. These forms may be submitted electronically. The Officer's official time forms must be detailed enough for Library management to determine whether the time claimed was for appropriate purposes under this Agreement and the Statute. The Steward's official time form must be detailed enough for Library management to determine whether the time claimed was for appropriate purposes under this Agreement and the Statute and was reasonable.

Section 4 .

- A. When it is determined that official time is needed for representational activity outside the division or office, the Officer (for Section 3D activities only) or the Steward shall inform his/her immediate supervisor within a reasonable amount of time after learning of the obligation and shall advise the supervisor of the general purpose, i.e., the category of representational activity as described in Section 2 above, how to reach the Officer or Steward in an emergency, the approximate amount of time needed, and when he or she expects to return. The Association Officer or Steward needs to only provide the minimum amount of information to allow the supervisor to make an informed determination as to whether the purpose is covered and the amount of time requested is reasonable. The immediate supervisor's permission will normally be granted except when in his/her opinion workload precludes such approval.
- B. Association Officers and Stewards who enter other divisions or offices to confer with unit employees for representational purposes shall contact the employee's immediate supervisor, advise the supervisor of his/her reason for being there, indicate the approximate amount of time needed and when he or she expects to finish, and obtain authorization to contact the employee. Such permission will normally be granted except where workload precludes such approval.
- C. Requests for authorization to use official time as described in Subsections A and B above normally shall be granted, unless compelling work-related needs require the presence of the Association Officer or Steward or unit employee involved. If authorization is denied, the supervisor or manager denying the request shall explain the reason and indicate the earliest possible time the Officer or Steward can leave the work site. Authorization may be delayed only for the length of time that work-related needs require.

Section 5 .

The Association President appoints unit employees to serve as representatives in collective bargaining. Any employee representing the Association shall be granted official time without charge to any allocation of time provided in Section 3 above, for the time spent in actual negotiations, including attendance at impasse proceedings. The number of Association and management representatives for collective bargaining shall, for each instance, be negotiated. However, the number of Association representatives given official time shall not exceed the number of management representatives engaged in such bargaining, unless the parties agree to a greater number.

Section 6 .

The Association recognizes its responsibility to insure that its Officers and Stewards use official time only for authorized purposes, and that they make every effort to perform their representational functions in a responsible and expeditious manner. Determination as to whether these functions are being performed consistent with applicable law and this Article will be made by the Director of the Library's Human Resources Services Office of Workforce Management, or his/her designee, after discussion and consultation with the President of the Association, or his/her designee. Such determination may be grieved under Article XXXI, Grievance Procedure.

Section 7 .

The Library agrees that except in emergency situations no Association Steward shall be transferred, reassigned, or detailed from one work shift or area to another without prior consultation with the Association.

Section 8 .

The principal Officers and Stewards will be provided with access to telephones for conduct of official union duties. The Association shall be responsible for costs incurred for all long distance calls initiated on the Association office telephone. Use of any other telephone for long distance calls by the Association is prohibited, unless approved by Library management.

Section 9.

In recognition of the responsibilities imposed under 5 U.S.C. Ch. 71 and recognizing the Congressional finding that labor organizations and collective bargaining are in the public interest, the Library shall not penalize or reward Association officials and Stewards for legitimate representation activities carried out on official time.

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ARTICLE XXXV - WORK ASSIGNMENTS

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Section 1.

The Association and the Library acknowledge that a major responsibility of the CRS mission is to respond expeditiously, effectively and objectively to research inquiries from Members of Congress, congressional committees and other congressional organizations as provided for in the Legislative Reorganization Act of 1970 (P.L. 91-510) and other related congressional mandates.

Section 2.

The Parties further recognize the responsibilities of the CRS to coordinate with, and to provide assistance to, other organizations such as the Congressional Budget Office, and the Government Accountability Office.

Section 3.

Management shall consult with the Association when CRS plans significant changes in the Service-wide system of priorities for responding to congressional requests.

Section 4.

Managers, supervisors and employees will strive to treat each other with professional respect and courtesy in all work assignment and review situations. Further, in exercising managements right and responsibility to review employee work, managers and supervisors shall recognize existing relationships between the employees and their Congressional clientele and permit employees to receive proper credit for their research or work product.

Section 5.

In recognition of the professional nature of the work performed, no researcher who is accorded the opportunity to sign written materials will be compelled to associate his or her name with any material with which he or she disagrees.

Section 6.

A copy of any adverse written comments received from a congressional office about an employee or an employee's work product shall be supplied to the employee. Upon receipt of a copy of adverse comments, the employee will have the opportunity to respond in writing to the Director of CRS.

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ARTICLE XXXVI - CAREER OPPORTUNITY PLAN

Purpose

The Library and the Association agree that CRS benefits from the continuing services of employees who have successfully performed their duties and responsibilities and have contributed to the mission of the Service, often at increasing levels of responsibility, and who may also have valuable knowledge of the CRS research process, congressional information requirements, and CRS and Library collections. The Library recognizes that some of these employees may have the experience and/or education necessary to perform at higher and more professional levels of responsibility than permitted by their current position, as well as the motivation to contribute to the Service at higher levels. The purpose of this Article is to encourage promotion and career opportunities for such employees while continuing to recognize the contributions and encourage the development of other employees who may not aspire to professional positions.

Section 1. COP Employee Definition

For the purpose of this Article, the term "COP employee" shall be defined as any bargaining unit employee in CRS who occupies: 1) a position at the top GS level of a promotion plan, except for positions higher than GS-12, or 2) a single graded position, except for positions higher than GS-12. The Library agrees to identify all CRS employees who are "COP employees" and to provide the Association with a list of COP employees on an annual basis.

Section 2. COP Career Counseling

Employees shall be encouraged to seek career counseling for advancement in CRS from the Library's Operations Management and Training Office. (See Article X, Section 7, for career counseling for all bargaining-unit employees.) They may examine information about positions and careers in the Library and obtain information about presenting themselves effectively through applications and interviews. They may arrange appointments with a Human Resources staffing specialist to ask specific questions about the qualifications requirements for positions in which they are interested and about how to complete application forms for the best effect.

Section 3. Promotion Plans for Clerical and Technical Support Positions

The Library and CREA agree that the number and scope of promotion plans currently existing in CRS are beneficial to both the Library and to the employees and provide considerable opportunities for advancement in responsibilities and pay. They further agree that the Library will continue to place clerical and technical support positions in CRS in promotion plans to the extent compatible with management's needs and with position classification principles.

Section 4. COP Positions

If there is an operational need and funds are available, the Library agrees to advertise and post one or more positions per year for the life of this agreement, with competition limited to eligible CRS employees. It is a desirable goal of the Library that these positions offer promotion and career opportunities to employees of all grade levels within the Service. Based on the needs of the Service, these positions should be offered at the lowest

appropriate grade level.

- A. Eligibility. To be eligible, COP employees must have one year of full-time employment in the Library or the equivalent in part-time employment; must have permanent, indefinite, or indefinite NTE status, and, if indefinite NTE, their appointments must extend at least until the effective date of their placement in the program; and must be minimally qualified for the position posted.
- B. Application, Rating, Interview and Selection. The application, rating, interview and selection procedures will be consistent with the Library's Merit Selection Plan: Bargaining Unit Positions.
- C. Program. Subject to management's right to determine the duration of assignments, selectees normally will participate in the program for two years. During this time, in accordance with an Individual Development Plan developed with the participation of each selectee, they will receive on-the-job training and assignments management determines is appropriate. Participants may be required to take outside training funded by CRS in subjects management determines are appropriate. Employees will be granted official time away from the job, when appropriate, to participate in an approved training program or course. An employee attending approved training which is offered during his/her regular duty hours shall not have his/her duty hours adjusted solely to preclude training on paid duty time.
- D. Participants' Evaluation. Participants' on-the-job performance and progress in training will be evaluated on a continuing basis by the supervisor, and formal oral and written evaluations will be conducted every six months, using performance criteria normally applied to occupants of the position at the participant's grade. Participants shall submit official grade reports to their supervisor for academic courses funded by CRS within two weeks after receiving them. Successful completion of the program shall require a promotion to the next higher grade in the promotion plan, and a formal determination by the supervisor, with the concurrence of the Associate or Assistant Director, that the participant's performance is fully satisfactory and that the participant has the potential for advancement to the full performance level of the position. The participant may be terminated from the program at any time for failure to perform satisfactorily, or for failure to complete the program successfully within the allotted time, barring extraordinary circumstances. If the participant is terminated from the program, he or she shall be returned through established personnel procedures to a position of similar grade and duties to the position occupied before entering the program without loss of tenure or seniority, except that if the participant had been an indefinite NTE employee at the time of entry into the program, he or she shall also be converted to indefinite NTE status with the same amount of time remaining in the appointment as remained at the time of entry into the program. The decision to terminate shall be final and binding and shall not be appealable, grievable, or considered adverse.
- E. Program Information. The Library agrees to provide CREA with the names of those who:
1) are selected for the program, 2) successfully complete the program, and 3) are terminated from the program.

Section 5. Educational Grants

The Library agrees that during the life of this agreement, when management has determined that sufficient funds are available, it shall provide COP employees with the opportunity to compete for educational grants with the purpose of enabling them to develop and enhance their knowledge and skills in fields related to the work of CRS in accordance with their approved statement of education plans.

- A. Eligibility. To be eligible, COP employees must have one year of continuous full-time employment in CRS or the equivalent in part-time employment and at the time of application, must have permanent status or be in an NTE position which has a duration of at least two additional years.
- B. Application. Applicants shall submit to the Administration Office of CRS a resume or application form and a statement of purpose outlining their intended use of the educational grant. The statement of purpose shall identify the courses that the applicant wishes to take and the benefit to be derived from each course.
- C. Ranking of Applicants. Applications will be reviewed by a CRS management panel, which will rank the applications based on the applicant's description of his/her educational goal as it relates to the overall program goal and identification of the benefits expected from the courses he/she plans to take. Before selecting the grant recipients, the panel may interview the strongest contenders for the grants and may solicit an evaluation of the applicant's performance from the current supervisor.
- D. Program. Participants must receive at least a "C" or equivalent grade in each of the

courses paid for with CRS funds. Courses selected must have the approval of a management official designated as the participant's academic mentor; this official shall serve as advisor and counselor to the participant. All courses shall be taken outside hours of work unless the employee's supervisor determines that it is in the interest of the Service that official time be granted.

- E. Participant's Evaluation. Participants shall be required to submit official grade reports to their academic mentors within two weeks after receiving them. Recommendations for termination from the program on the basis of grades lower than a "C" or equivalent grade may be made by the academic mentor to the Director with a copy to the recipient. The Director's decision to terminate shall be binding and shall not be appealable, grievable, or considered adverse. The Library agrees to inform the Association of any termination decision.

Section 6. COP Details

If there is an operational need, CRS shall make a reasonable effort to offer to CRS staff two competitive one-year details per year during the life of this agreement to technical information specialist, technical support assistant, librarian, policy analyst, or legislative attorney positions, or other professional or administrative positions (PATCO) for the purpose of enabling detailees to gain creditable research or other professional experience. Such details may be announced at multiple grade levels, including at the lowest possible grade levels, based on the needs of the Service, and shall be advertised by means of notices of detail opportunity.

- A. Eligibility. To be eligible, COP employees must have one year of full-time employment in the Library or the equivalent in part-time employment; must have permanent status or indefinite status or NTE appointments the termination date for which is after the ending date of the detail applied for; and must not currently occupy the position being advertised. No employee may receive more than one detail under this program, although a detail may be extended by mutual consent between the Library and the Association after consultation with the employee.
- B. Selection Process. Interested staff members will submit either an Optional Application for Federal Employment—OF 612 or a Federal style resume to Human Resources Services, which will review the applications for minimum qualifications. Applicants with applications determined to be incomplete or not qualified will be so advised and given the opportunity to request reconsideration of their application within seven work days of receipt of such notice. All candidates determined to be minimally qualified will have the opportunity to be interviewed by an interview panel of three members, one of whom will be the selecting official. Candidates will be considered for the highest grade for which they minimally qualify; if selected for a grade higher than their current grade, they will be temporarily promoted to that grade for the duration of the detail.
- C. Program. Selectees for the details will be assigned duties consistent with the notice of detail opportunity from which they were selected to the maximum extent possible. Their work will be reviewed in normal fashion and they may be credited with authorship of their work as appropriate and as provided in the collective bargaining agreement.
- D. Participant's Evaluation. Participants' on-the-job performance will be evaluated informally on a continuing basis by the immediate supervisor, and formally at the end of the one-year detail, using performance standards normally applied to occupants of the position at the participant's grade level. Successful completion of the detail shall require performance at an acceptable level of competence for the period of the detail. All employees who successfully complete the program shall receive a memorandum documenting the knowledges, skills, and abilities acquired during the detail. Upon completion of the detail, the employee shall be returned to his or her regular position. A participant may be terminated from the detail at any time for failure to perform at an acceptable level of competence or for conduct which interferes with the mission of the agency. If the participant is terminated from the detail, he or she shall be returned through established personnel procedures to his or her former position. The Association shall be notified of the termination. The decision to terminate shall be final and binding and shall not be appealable, grievable, or considered adverse.

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ARTICLE XXXVII - WITHHOLDING

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Section 1.

The members of the Association shall have the right to have Association dues withheld from their salaries.

Section 2.

The members of the Association shall have the right to have monies for other benefits withheld from their salaries, as permitted by law.

Section 3.

The Library shall afford the Association the dues withholding rights mandated by 5 USC Section 7115.

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ARTICLE XXXVIII - COPIES OF AGREEMENT

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Section 1.

- A. The Library shall provide and distribute a copy of this Agreement to each employee within twenty (20) workdays following its ratification. Each new employee shall be provided a copy of this Agreement within 5 workdays of beginning employment.
- B. The Agreement shall be made available electronically by the Library.

Section 2.

The Library shall provide 100 copies of the printed Agreement, including any subsequent amendments and/or changes, to the Association. Additional copies shall be made available to the Association upon demonstration of need.

Section 3.

If this Agreement is amended and/or changed in any way, the Library shall provide and distribute copies of the amendments and/or changes to each employee within ten (10) working days of the effective date of the amendments and/or changes.

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ARTICLE XXXIX - CONSULTATIVE MANAGEMENT

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Section 1.

The Parties are committed to the mutually beneficial consultative management (CM) philosophy in which both managers and staff engage in open, two-way communications on issues at the earliest possible stage. While the full success of any CM effort is ultimately dependent on the extent to which all participants engage in the process, the commitment is genuine and the goal is to achieve full consideration of all viewpoints with consensus wherever possible.

For purposes of this Agreement, consensus is reached when a single alternative is agreed upon and all those participating in the CM process can live with this alternative whether or not it is their preferred choice.

Section 2.

- A. Consultative management is defined as "consulting with employees on problems, solutions, and decisions; sharing information about the results; and implementing operational changes as a result of the consultative process."
- B. Consultative management is:
 1. management making conscious choices in order to achieve maximum appropriate involvement of staff in deliberations on problems, solutions and decisions;
 2. a commitment by employees to take advantage of opportunities for consultation in order to resolve issues in the work place;
 3. a mutually beneficial philosophy in which all employees are encouraged to enrich the quality of their work life, to contribute to the mission and goals of the Library of Congress, and, together with management, to demonstrate respect for and recognition of individual perspectives and points of view.
 4. a commitment to open, two-way communications;
 5. a joint and cooperative effort between labor and management; and
 6. a method of working smarter together.
- C. Consultative management is not:
 1. an abrogation by management of its authority to independently develop plans, proposals, and initiatives;
 2. an abrogation by management of the final authority for decision-making; nor is it a way of avoiding management responsibility for the consequences of decisions;
 3. a quick-fix answer or final answer to all operational problems;
 4. a replacement for collective bargaining nor a substitute for the grievance procedure;
 5. a short range goal but rather is a commitment to a method of working together; or
 6. a formal negotiation between management and staff comparable to negotiations between the Parties under the Federal Service Labor-Management Relations Statute; instead it is an informal process of mutual listening and sharing of information and concerns with the goal of reaching consensus, and, in the absence

of consensus, open reporting of decisions and their rationale by management to staff.

Section 3.

The Library and the Association endorse implementation of consultative management (CM) to facilitate two-way communications at all levels for the purpose of promoting greater staff involvement in identifying and resolving concerns and promoting a better flow of information on issues affecting staff.

Section 4.

The Library and the Association will encourage staff at all levels to provide input and exercise initiative in the CM process.

Section 5.

- A. CM is a communication process. It relies on the good will of supervisors and staff to share information and ideas for the betterment of CRS.
- B. Staff will not be penalized for initiating the CM process, participating in and exercising initiative throughout the CM process, including the ability of staff to request consultation.
- C. CM does not add to nor subtract from existing legal rights of management, CREA and staff, consistent with law and this contract, as CM is not a replacement for collective bargaining or a substitute for the grievance procedure.
- D. CM cannot be the subject of a grievance, except that the failure to establish, implement, and maintain a CM mechanism(s) and participate in any evaluation that takes place in accordance with Section 6 is grievable.

Section 6.

Each division/office and the Service shall maintain a CM mechanism that leads to ongoing verbal face-to-face two-way communication. At the initiative of either management or the Association in any division or office, a team consisting of at least one management official, one union representative, and one other member of the staff, may be formed to review the experience of CM. The team will have the authority to report any findings and/or recommendations for consideration by staff and management in a manner consistent with the division/offices established CM mechanism. The team will have the authority to report any findings to the division chief or office head, the Director of CRS, and the President of CREA. In the absence of a consensus, any member of the team has the authority to submit a separate report.

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ARTICLE XL - TECHNOLOGICAL CHANGE

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Section 1.

The Library and the Association recognize that technology has become integral to the work performed by CRS for the Congress. The parties are aware of the impact of technology on the work of CRS staff. Management and the Association are committed to adopting technology into the workplace in a way that is responsive both to the needs of the Congress and to the needs of the staff members who use the technology in order to carry out their responsibilities.

Section 2.

The Library and the Association agree that while the purpose of technology is to better serve the informational and analytical needs of the Congress, such change should occur with full consideration of its impact on the working conditions of employees. With this in mind, the parties agree to the following:

- A. That management recognizes the value of seeking the views of employees with respect to the introduction, allocation and use of technology and consequently will discuss with the staff on a quarterly basis the current state and future direction of the use of technology in CRS, including significant changes in or upgrades to hardware, software, and communications devices as well as significant issues relevant primarily to specific divisions and/or offices. As appropriate, management will discuss with the staff of particular divisions/offices changes in technology that primarily affect those divisions/offices.
- B. That management decisions regarding allocation of computer hardware and software, whether at the Service or the division/office level, should be based on technological needs related to service to Congress.
- C. That staff members who are assigned to use technology will be provided with appropriate information or training on official time related to hardware, software, ergonomics, and health and safety so that they can make effective use of it in performance of their responsibilities to serve the Congress.
- D. That the Library will use established ergonomic and health practices in the acquisition, use, and maintenance of technology workstations based on applicable Federal government standards or guidelines or, in the absence of such standards or guidelines, the best available information.
- E. That technology introduced into CRS is to be used for official purposes only.
- F. That use of technology, to the extent that it has a material and substantial impact on the classification of positions occupied by employees, will be considered as appropriate in modifying and reclassifying such positions, and that management will make a responsible effort to avoid downgradings as the result of technological change.
- G. That management, consistent with workload demands and its right to assign work, shall provide appropriate periods and types of relief for employees who use video display terminals or computer keyboards for extended periods during the course of a day, so that staff members will not be expected to perform work that requires continuous use of a terminal or keyboard for extended periods without reasonable periods of relief. For

example, an employee continuously using a terminal or keyboard for two hours shall be entitled to take a period of relief from use of the terminal or keyboard equipment of ten minutes, during which time he or she may perform work not requiring use of the terminal or keyboard. This period of relief will be in addition to breaks and the lunch period as provided for in this agreement. The ten minute periods of relief may be scheduled in conjunction with these breaks.

- H. That management, consistent with workload demands and its right to assign work, will make a responsible effort to reassign employees whose work involves extended use of computer keyboards and video display terminals, temporarily or permanently as appropriate, to duties that involve limited use of computer keyboards and video display terminals consistent with acceptable medical documentation provided by the employee.
- I. That the use of technology will be reflected in the minimum qualifications statements of vacancy announcements for bargaining unit positions, to the extent that it is a prerequisite for consideration for such positions.
- J. That the Library shall make a responsible effort to provide appropriate training to staff members displaced by technology and to reassign them to other positions; however, if technological change results in a reduction in force, the provisions of the Reduction in Force article of this agreement will be applied.

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ARTICLE XLI - DURATION OF AGREEMENT

Section 1.

This Agreement will remain in effect for forty-eight (48) months from the date of signatures by the Librarian of Congress and the President of the Association. Unless either party gives written notice to the other party, in the period between ninety (90) and sixty (60) days prior to the end of this forty-eight (48)-month period, of the party's desire to terminate or modify the Agreement, it will automatically be renewed for one additional year. Within thirty (30) days following the receipt of such notice, action will be taken to commence negotiations. It is understood that any Supplements to this Agreement require the same approval as the Basic Agreement and these Supplements will terminate at the same time as the Basic Agreement. The terms and conditions of the current Agreement shall continue in full force and effect until a new Agreement is in place, unless non-master bargaining results in changes either by mutual agreement or by Federal Service Impasses Panel action.

Section 2.

During the life of this Agreement, if law or regulation issued from higher authority to which the Library is subject invalidates or requires amendment to a provision of this Agreement, the parties agree to meet, consult, and bargain within a reasonable time regarding the mandated change to the extent required by 5 U.S.C. Ch. 71.

Section 3.

The parties agree that either party may reopen this agreement at a point of 2 years from the date of the execution of this agreement. At that time, each party may reopen one article by giving notice to the other party of the desire to reopen 30 days before the end of the 2-year period. Other articles may be reopened by mutual consent. Any reopened provisions will continue in full force and effect until mutual agreement to changes is reached or imposed under Federal Service Impasses Panel procedures.

Note: There is an applicable [MOU](#) that affects duration.

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ARTICLE XLII - RATIFICATION

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Section 1.

This Agreement shall become effective when:

- A. Agreement is reached upon terms of the entire Agreement; and
- B. This Agreement has been approved and initialed by the Librarian of Congress; and
- C. This Agreement has been ratified by the members of the Association in accordance with its constitution and by-laws and written notice of such ratification has been delivered to the Librarian of Congress; and
- D. This Agreement has been signed by the Librarian of Congress, President of the Association, the Association Bargaining Delegation and the Library Management Negotiating Committee.

Section 2.

The effective date of this Agreement shall be the date of signature of the President of the Association and the Librarian of Congress.

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