

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<u>Article</u>	2018 Contract	Comments
<u>1 Recognition & Coverage</u>	No change.	
<u>2 Precedence & Effect</u>	No change.	
<u>3 Management Rights</u>	No change.	
<u>4 Employee Orientation</u>	Only change is that official time for the 30 minutes of BUE orientation will be in accordance with Article 8, the Union time article.	

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p>5 Employee Rights</p>	<p>Section 1 (describing work of professional employees) deleted. <u>Weingartens</u>: BUEs must request Union representation at WGs; management will “normally” reschedule a WG for one day if rep is not available. Rep cannot answer for BUE, tell BUE how to respond, or interfere with or disrupt the interview. However, reps retain all rights under the law.</p> <p><u>Union representation</u>. Under new Section 3, BUEs get duty time to meet with Union reps unless they must provide immediate service, in which case management will allow BUEs to meet with reps by the end of the day.</p> <p><i>Recording Union business</i>: Absent written consent from both parties, audio or video recording by BUEs or Union reps is prohibited while on duty or conducting union business. <i>Agency notice of BUEs’ rights to Union representation</i>. Section 8 is silent on BUEs’ rights to a rep when receiving notices of proposed adverse or disciplinary action and the Agency’s obligation to notify BUEs of grievance and appellate rights established by law, rule, or regulation.</p> <p><u>Notice of Leave Denials</u>: Managers will not provide</p>	<p>BIG CHANGES HERE.</p> <p><i>Weingartens</i>: The Agency attempts to limit Union WG rights, but Section 3.B. expressly acknowledges that reps retain all WG rights under the law. These rights include: getting notice from management of the subject matter of the WG; having a discussion with the BUE prior to the WG; asking clarifying questions during the WG; stopping the WG if the BUE requests; and providing additional information to management at the end of questioning. Basically, reps can participate, but not interfere.</p> <p>Under 5 USC 7114(a)(2)(B), the Union has the right to attend any examination of a BUE in connection with an investigation if the BUE reasonably believes the exam may result in disciplinary action against the BUE; and the BUE requests representation.</p> <p>And, under 7114(a)(3), the Agency must annually inform BUEs of their right to Union representation at WGs, which the Agency does in the annual reminders. The burden falls on the BUEs to tell us they are subject to a WG exam and to tell their managers they want a Union rep present.</p> <p><u>Prohibited Personnel Practices</u>.</p>
--	--	---

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<u>6 Equal Employment Opportunity</u>	Section 3. C. deleted Agency's obligation to provide BUEs notice with appropriate information about EEO grievance procedures and to distribute the notice electronically to BUEs who request EEO counseling.	
<u>7 Union Rights</u>	Section 3 deleted Agency's obligation to provide Union names and work locations of terminated BUEs. New Section 5 obligates Agency, upon Union request, to provide an Excel spreadsheet with names and employment information of all BUEs.	

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>8 Official Time</u></p>	<p><u>Union reps</u> - Section 2.C. limits each office to one Union rep, but offices with 50 or more BUES can have 2 reps.</p> <p><u>Union time.</u> Under Section 4, Union time will not be authorized for the following: lobbying activities; Union sponsored training, meeting, or conference held at casino, hotel, spa resort/hotel, or any other type of resort; and worker’s compensation cases.</p> <p><u>Union time bank</u> – Section 5 limits the bank to 6,500 hours; two reps can use 840 hours; all other reps can use 250 hours; reps who need more than 250 hours can use more time charged to the 6,500 bank but only to participate in term (contract) bargaining and in FSIP (Impasse Panel) proceedings; if bank is exhausted, Agency has discretion to grant additional time if “reasonable and necessary;” time spent on EEO complaints is Union time.</p> <p><u>Union time requests:</u> Under Section 7.A., reps must obtain approval before using Union time; if no approval obtained, rep will be considered AWOL and subject to appropriate disciplinary action.</p> <p><u>Union time abuse:</u> Under new Section 8, Agency will bring to Union officials’ attention alleged Union time abuses but may also</p>	<p>Good news: We can still do Union work on TW.</p> <p>Not so good news: Reps can be considered AWOL if performing Union work prior to getting management approval.</p>
---	---	---

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

9 Labor Management Relations Committee	Deletes Agency's obligation to prepare LMRC meeting minutes. Union pays its own LMRC expenses; meetings held one day if in person; two days (optional) if by technology.	
--	--	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p>10 Facilities & Services</p>	<p><u>Union use of Agency facilities:</u> Union reps can use space, furnishings, and equipment used in their Agency jobs to conduct Union work, including telephones and computers, but Agency work gets priority and Agency phones cannot be used for internal (non-representational) Union business.</p> <p><u>Union use of Agency e-mail:</u> Must comply with all Federal and Agency policies and be accessed only on official time or break time. All Union e-mail must state “<i>read on non-duty time</i>” in subject line and shall not contain language that maligns character of any individual Federal employee or the Agency. Agency e-mail cannot be used for internal Union business; to urge or promote lobbying either in support of or in opposition to Congressional legislation or appropriation; and cannot contain executable file attachments.</p> <p><u>Union literature:</u> Cannot contain items relating to partisan political matters; malign the “installation,” SSA, Federal government, and/or the character of any individual Federal employee and must be identified as official Union literature. BUEs must read official Union literature on non-duty or break time.</p>	<p>A fair reading of these changes suggests Union reps can freely use Agency phones to call each other and BUEs. Agency may charge Union for use of Agency telephones and computers.</p> <p>Unchanged: Union reps get reasonable access to available enclosed space affording privacy to conduct Union business. Therefore, if we are working in cubes, Union reps must be allowed to use empty offices or focus rooms for confidential Union representational work.</p> <p>Agency will not provide Union reps with locking filing cabinets.</p>
---	---	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>11 Part-Time Employment</u></p>	<p>No change.</p>	
<p><u>12 Probationary, Trial, Term, & Temporary Employees</u></p>	<p>Probationary & Trial BUEs may be separated at any time with <i>two (2) days notice</i> that will include applicable appeal rights under new Section 2.C.</p>	<p>CHANGES: Two days notice from ten days; notice need not be in writing; and statement that BUE may reply to notice is deleted. However, there is no prohibition against BUE replies.</p> <p>IMPORTANT: Section 2.E. did not change. Trial and probationary employees can voluntarily resign for performance-based terminations with their record stating only that the resignation was voluntary.</p> <p>Section 5 did not change. Personnel records of temporary employees (NTEs) who voluntarily resign before the end of their temporary period will “reflect the voluntary nature of the resignation.”</p>
<p><u>13 Position Classification</u></p>	<p>No change.</p>	
<p><u>14 Personnel Records and Access to Information</u></p>	<p>Sections 1. A & B, concerning BUE access to hard copies of personnel records, are deleted.</p>	

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>15 Hours of Work</u></p>	<p><u>AWS Schedules:</u> Under Section 2.A.1, <i>only 15% of BUEs on 4/10s and 5/4-9 schedules can be off the same day without approval.</i></p> <p>Under Section 2.B.1., Agency can <i>suspend AWS and/or credit hours</i> for “unusual workload needs, training, travel, or bona fide operational needs” and may assign BUEs to a fixed shift. Section 2.C. adds requirement that BUEs on AWS may be required to office-share/hotel.</p> <p><u>Credit Hours:</u> Under Section 4, BUEs on AWS, <i>cannot work credit hours, including Saturdays when OT is offered.</i> Credit hours cannot be used in a pattern that resembles a 4/10 schedule (earning 8 credit hours during 4 days and taking the 5th day off). Management determines if appropriate work is available to work on credit. Provision that allowed BUEs to use all or any of their credit hours per pay period deleted, but PPM says BUEs may use leave in the pay period they earned it. See, PPM S630_1, Section 2.7.</p> <p><u>Overtime:</u> Under new Section 6.B.2., management can determine who will work OT “<i>after consideration of bona fide job-related qualifications,</i>” but statement that OT will not be distributed or withheld as a reward or penalty is deleted.</p>	<p>Old contract allowed 50% of BUEs to be off.</p> <p>“<i>Bona fide qualifications</i>” as used in this section simply means that if you are a decision writer and request overtime to write decisions, you have “bona fide job-related qualifications.” If you are a</p>
--	--	---

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>16 Leave</u></p>	<p><u>Tardiness:</u> Section 1 deletes management’s discretion to excuse infrequent tardiness of less than one hour.</p> <p><u>Annual Leave –</u> Under Section 2.B., annual leave requested in advance (normally the prior workday) may not be denied for reasons “<i>other than those related to the business of the Agency.</i> Leave for personal emergencies, ordinarily infrequent in number, will normally be granted. Management may require documentation of personal emergencies.</p> <p><u>Leave conflicts:</u> Section 2.C. says if Agency cannot grant all leave requested by several employees for same dates and no voluntary resolution is possible, leave will be granted based on seniority, with SCD as a tiebreaker. Section 2.G. states same resolution of conflicting requests for leave of more than a week or around holidays</p> <p>Section 2.D. requires managers to explain any leave denial in WebTA remarks.</p> <p>Provision allowing leave for 3 weeks or more deleted.</p> <p><u>Sick Leave:</u> Under Section 3.B, managers can request acceptable medical evidence for sick leave of <i>less than 3 days</i>; self-certification is acceptable medical evidence; managers</p>	<p>BIG CHANGES:</p> <p><u>Sick leave:</u> Managers can request acceptable medical evidence for sick leave of <i>less than 3 days</i> and can determine if it is acceptable. Sick leave restriction documentation remains in 7b file for 12 months.</p> <p><u>Advanced sick leave:</u> <i>Requires minimum of 1-year Federal service; BUE cannot be under a current “letter of warning or disciplinary action proposed or effected for sick leave abuse;” and request is supported by acceptable medical evidence substantiating serious health conditions of BUE or family member.</i></p> <p><u>Advanced annual leave:</u> BUEs who are on a leave restriction or who have been disciplined for leave-related offenses in the <i>past 2 years</i> cannot take advanced annual leave; advanced annual leave limited to maximum of 80 hours during leave year.</p> <p><u>Bereavement leave</u> is limited to <i>104 hours (13 days) of sick leave.</i></p>
--	---	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>17 Telework</u></p>	<p><u>Eligibility</u> – Conditions for TW eligibility remain the same with the additional condition of not having been “officially disciplined” for being AWOL for five days in any calendar (not fiscal) year. Section 3.D.</p> <p><u>Office Sharing</u> – Under new Section 4, BUEs who TW more than 2 days per week may be required to hotel, but BUEs can reduce their TW to 2 days a week if they want to keep their designated workspace. In HOs where BUEs have had and continue to have private offices, 2, 3, or 4 BUEs who TW more than 2 days a week may share an office. If BUEs are required to report to the ODS (training, etc.) and management cannot provide “workspace to use for the remainder of the day,” BUEs can return to the ADS to complete the workday, with 30 minutes of duty time for the commute.</p> <p><u>Office Closure/Early Dismissal/Late Opening</u> – Under Section 6.A., if a BUE with an approved TW agreement is not TW ready when the ODS closes due to weather or safety-related conditions, the BUE may be granted weather and safety leave on a case-by-case basis. If the ODS closes due to emergency, safety-related situations, BUEs with TW agreements will TW, but will be</p>	<p>Major change here is that Agency can require BUEs to hotel even if is enough workspace for all BUEs to have their own space. Please note the Agency has declared that the 2015 Office-Sharing MOU remains in effect.</p> <p>Most managers are not aware that they can let BUEs go home on OCEP days.</p> <p>These changes are based on the OPM’s Weather and Safety Leave policies, but the Contract trumps all OPM policies.</p>
---------------------------	---	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p>18 Details</p>	<p><u>Compassion Details</u> – Under new Section 4, BUEs may request compassion details of up to 60 days based on a personal situation (e.g., illness of parent, etc.). BUE must submit a written request stating: the nature of the personal situation; a prioritized list of office(s) that would resolve the situation; and the anticipated length of the detail. Managers have the discretion to approve the detail. BUE pays all costs and may request additional time.</p>	<p>Compassion details are intended to help BUEs with less than two years of continuous employment (see Article 19) to transfer to other offices to care for ailing parents, when spouse gets transferred, etc. Agency may extend compassion details.</p>
-----------------------------------	--	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p>19 Employee Reassignment Requests</p>	<p><u>General Transfer/Reassignment Request Procedures:</u> Under Section 2, all transfer requests must use the electronic 4100 general availability process. BUEs submit an SSA-45 form and <i>current PACs appraisal</i> with the 4100 request to the Servicing Personnel Office (SPO). When considering filling a position by reassignment, Agency will use the list of BUEs who submitted a 4100 request, but has the sole discretion whether to use the 4100 process or an equivalent process to fill vacancies. When using the 4100 process to fill vacancies, Agency will consider only BUEs who meet the minimum qualifications for the position. The SPO will notify BUE of non-selection within 5 work days. Requests submitted under 4100 procedure will be considered for 1 year following receipt. BUEs can submit a new or revised 4100 request at any time.</p> <p><u>Hardship Transfers:</u> Under Section 3, BUE must send a written request, SSA-4100, and SSA-45 to OCALJ and to RCALJs of gaining and losing regions, with explanation and documentation of hardship. BUE should list all locations that could alleviate hardship in order of preference. Agency will not consider hardship transfer unless BUE has <i>two years</i> of continuous service. (<i>But see</i></p>	
--	---	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<u>20 Merit Promotion</u>	Only change is to Section 2 – Agency will encourage career development by Individual Development Plans (IDP).	
---	---	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p>21 Performance</p>	<p><u>New Hire/Trainee PACS.</u> All provisions for new hires and trainees deleted from Sections 1, 2, and 8.</p> <p><u>Agency’s Obligations.</u> Under Section 4.D., managers must “clearly identify” PACS numeric expectations and “identify” PACS quality expectations. Section 5.C.4 deletes Agency’s obligation to give BUEs a copy of the mid-year PACS. Under Section 5.F.1, managers are obliged to get feedback from details/special projects only “when warranted.” Under Section 6.A, BUEs who are not entitled to statutory appeal rights may be terminated for performance with appropriate notice in accordance with Article 12 (trial, temporary, term, and probationary employees).</p> <p><u>Performance Improvement Plans.</u> There are no more PA plans. Under Section 6.C., BUEs have only a 60-day Opportunity to Perform Successfully (OPS) plan to perform successfully, which may be extended if BUE demonstrates significant progress toward a successful contribution level.</p> <p>Under Section 7. D, BUEs may appeal performance-based actions only to the MSPB; the arbitration option is deleted.</p>	<p>BIG CHANGES</p> <p>Several sections in this Article delete the Agency’s obligations to provide copies of documents to BUEs, including mid-year appraisals, OPS plan discussions and work reviews. We must stress to BUEs that they need ask for all PACs related documents.</p> <p>No more 30-day Performance Assistance plans (PAs). A 60-day OPS plan, with an option to extend, is the BUEs’ only opportunity to perform successfully.</p> <p>Reference to the regulatory procedures governing demotions/removals (5 CFR 432 and 752) in Section 7 have been deleted.</p>
---------------------------------------	---	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>22 Monetary Awards</u></p>	<p>Section 2.E, which required the Agency to make reasonable efforts to allot awards funding in proportion to the number of BUEs within the component, is deleted.</p> <p>Under Section 3, the Agency has the discretion to refuse an award to BUEs who received a reprimand. BUEs who were suspended or demoted are not eligible to receive an award, but will only lose award eligibility for one fiscal year.</p>	<p><i>Be aware that awards can be denied if BUEs received a letter of reprimand, and will be denied if BUEs were suspended for any length of time.</i></p>
<p><u>23 Acceptable Level of Competence (WIGI)</u></p>	<p>No changes.</p>	
<p><u>24 Training</u></p>	<p>No change.</p>	
<p><u>25 Health and Safety</u></p>	<p>No changes except new Section 12 which adds information about the Employee Assistance Program.</p>	

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>26 Disciplinary Actions</u></p>	<p><u>Discipline:</u> Section 1 deletes the statement that no BUE shall be disciplined except for just cause; instead the Agency will consider mitigating circumstances and information BUE provides during investigation.</p> <p>Under Section 3, although the Agency still recognizes that discipline shall be progressive in nature, the Agency no longer will follow progressive discipline, but discipline “may be preceded by oral or written counseling.” Agency may bypass any progressive discipline if it determines a lesser form of discipline would not be appropriate.</p> <p><u>Procedures:</u> <i>Deadlines</i> - Section 6.A changes 15 workdays to 15 <i>calendar</i> days for Agency to provide advance notice of the proposed action; BUE is given 7 <i>calendar days</i> (not work days) to respond. Section 7 deletes Agency’s obligation to grant a reasonable extension of time to respond, <i>but we can still ask</i>.</p> <p><i>Documents</i> - Under Section 5, BUEs <i>must</i> request copies of all materials the Agency relies on for the discipline. Section 6.C., which required the Agency, upon request, to provide all material on which the notice of proposed discipline is based, is deleted.</p>	<p>BIG CHANGES.</p> <p>Regardless of the Agency’s tinkering with the just cause provision, under Federal law, agencies can bring adverse actions <i>only for such cause as will promote the efficiency of the service.</i>” 5 USC § 7513(a). In <i>Deborah Morgan v. U.S. Postal Service (1991)</i>, the MSPB found that “an adverse action promotes the efficiency of the service when the <i>grounds for the action relate to either an employee’s ability to accomplish his duties satisfactorily or some other legitimate government interest.</i>”</p> <p>Please note shortened deadlines and new duty on BUE to request all documentation.</p>
---	--	--

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>27 Adverse Actions</u></p>	<p><u>Procedure:</u> Agency will timely initiate an adverse action. Agency “shall consider all relevant Douglas factors” but the list/description of the factors are no longer included in Section 3.</p> <p>Agency’s obligation to provide a written decision at the earliest possible date is deleted. Section 6.D.</p> <p>Although Section 11 deletes the Agency’s agreement to grant reasonable extensions of time, <i>we can always ask.</i></p> <p><u>Documentation:</u> <i>BUE must request</i> a copy of all material the Agency relied on as the basis for the adverse action. Section 5.A.</p> <p>Section 7 deletes the statements that must be included in the notice or proposed adverse action, and states instead that the BUE is entitled to those items.</p> <p>Section 12 (restating Civil Service Due Process Amendments) is entirely deleted.</p>	<p>The good: The Agency will still subscribe to progressive discipline in assessing adverse actions; unchanged from previous contract.</p> <p>The bad: The Agency’s deletion of the Douglas factors. Regardless, the black-letter Douglas factor rule still stands and requires that managers must consider the factors in determining the appropriate penalty for employee misconduct. <i>Douglas vs. Veterans Administration</i>, 5 M.S.P.R. 280 (1981) (supervisors must consider the factors in determining an appropriate penalty to impose for an act of employee misconduct.) OPM confirms that the Douglas factors “force a deciding official to examine any issues that might support a more severe penalty as well as those circumstances that would convince the deciding official to lower the penalty.”</p> <p>The ugly: Very short time frames (7 calendar days? are you kidding?) and BUEs defending adverse actions must ask for most materials/ documents.</p>
--	--	---

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>28 Grievance Procedure</u></p>	<p><u>Union cannot grieve:</u> termination of trial or probationary BUE; oral or written counseling; performance progress reviews; placement of BUE on OPS; written notice of proposed action; claims over which another agency/ department has jurisdiction; Fair Labor Standards Act claims; Agency actions taken by lawful court order (e.g., garnishment/ child support); or decisions concerning approval of outside activities or employment.</p> <p><u>Deadlines shortened:</u> BUEs must initiate grievance and present to the Step 1 official within <i>15 working days</i> after matter occurred, BUE became aware of matter, or BUE should have become aware of matter, whichever is later. (Step 1 grievance must detail date matter occurred, individuals involved, description of articles violated, alleged violation, and requested relief.)</p> <p>Step 2 and Step 3 grievances due <i>five (5) workdays</i> after Step 1 and Step 2 decisions issued or should have been issued. Requests for extension will normally be approved.</p> <p><u>Procedures:</u> Under Section 12, meetings with Step 2/3 officials shall be in a</p>	<p>IMPORTANT: THE COMPUTATION OF TIME LANGUAGE (Section 12.D) IS GONE. SO PRIOR TO FILING A GRIEVANCE ALL REPS MUST CONFIRM WITH MANAGEMENT THAT THE DUE DATE WILL BE THE DAY AFTER THE ACT, EVENT, OF OCCURRENCE FROM WHICH THE TIME PERIOD BEGINS TO RUN SHALL NOT BE INCLUDED. AND THAT A DOCUMENT POSTMARKED OR EMAILED BY THE LAST DAY OF ANY TIME PERIOD PRESCRIBED UNDER THIS ARTICLE OR AS MUTUALLY EXTENDED WILL BE ACCEPTED AS TIMELY FILED.</p>
--	--	---

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>29 Arbitration</u></p>	<p>Deadlines reduced for arbitration requests from 20 workdays to 15 workdays which will be strictly enforced, <i>regardless of whether or not Agency delivered the Step 3 decision to NTEU national counsel</i>; all cases must be heard within 6 months; but all timeframes can be extended by mutual agreement. Union reps no longer excused from duty to participate in arbitration without loss of pay.</p>	<p>PLEASE SEND ALL ARBITRATION REQUESTS TO ERIC WITHIN 15 WORKDAYS OF YOUR RECEIPT OF THE STEP 3 DECISION.</p>
<p><u>30 Expedited Arbitration</u></p>	<p>Bargaining history cannot be used at expedited arbitration.</p>	
<p><u>31 Reduction-in-Force</u></p>	<p>No change.</p>	
<p><u>32 Dues Withholding</u></p>	<p>Agency will provide NTEU information on dues withholding by its members.</p>	

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p>33 Negotiations</p>	<p>All proposed changes, including those that apply to local and regional offices, shall be negotiated at the OHO Headquarters level. Agency can determine whether negotiations will take place in person or by technology. Agency will determine the location of all bargaining, which will be conducted by technology if not co-located, but Union can ask for in-person negotiations at its own expense. If Agency offers in-person bargaining, it will pay expenses of 2 Union reps.</p>	
<p>34 Duration & Termination</p>	<p>6 years with no reopeners</p>	
<p>35 Office Space</p>	<p>Union may request to negotiate over any proposed changes not covered by Contract. Union gets 5 workdays from receipt of floorplan to provide input; Agency will give <i>bona fide</i> consideration to and confer with Union about its suggestions; Agency will meet with affected BUEs and Union concerning the space action; BUEs will inspect the floorplan and be allowed to select finishes, if possible. BUEs that do not hotel can chose workspaces, with senior BUEs (based on time-in-office) choosing first.</p>	<p>We were forced to substantially change the entire space action bargaining procedure.</p> <p>The sidebar to Article 25 attempts to make new or renovated offices more comfortable. The Agency may either keep old workspaces or replace with new workstations; existing RAs continue to new space; Agency will make efforts to provide workspaces with direct or indirect access to natural light; cubicle pods will be organized by position if possible; and sound dampening technology will be considered where warranted.</p>

UNION GUIDE TO 2019 NTEU CONTRACT CHANGES

<p><u>36 Transportation Subsidies</u></p>	<p>The Agency may (<i>changed from “will”</i>) provide a transportation subsidy program.</p>	
<p><u>37 Furloughs</u> <u>NEW</u></p>	<p>Agency will provide all information to BUEs as required; all Contract deadlines are extended; Agency will consider leave requests for the day BUEs are required to return to work; BUEs in non-pay status can engage in outside employment that does not violate law, rule, or regulation; administrative furlough (temporary status without duty and pay due to lack of work/ funds, etc.) will be imposed only for such cause that will promote the efficiency of the service; BUEs cannot use leave, comp time, credit hours, or other paid leave for furlough hours and if BUE has use or lose leave, manager will make a reasonable effort to reschedule expiring leave during the leave year.</p>	
<p><u>Article 38 FMLA</u> <u>NEW</u></p>	<p>BUEs will provide at least 30 days notice of intent to take FMLRA if leave is foreseeable. BUEs must comply with Article 16 leave procedures.</p>	