

## Article 16

### **Classification**

A. The Agency encourages the Union to make known to the Agency its views on the adequacy or inadequacy of occupational classification standards. The Agency agrees to consider the Union=s oral or written views concerning the occupational classification standards and will notify the Union, in like manner, of any action taken.

B. Classification decisions rendered by the Agency or OPM having the effect of establishing a grade level within an occupation, hitherto nonexistent in that occupation, will be forwarded by the Region in which the action is taken to Headquarters for circulation of that decision and the basis for that decision to all other Regions. This information will be considered where appropriate in the subsequent classification of similar positions within the occupation throughout the Agency.

C. When the employee designates the Union as the employee=s representative in a classification appeal the representative may discuss the classification appeal with the classifier prior to the beginning of a desk audit. Sufficient time shall be allowed prior to the beginning of the desk audit for the designated representative and the classifier to arrange a mutually agreeable meeting date to discuss the classification appeal. The classifier will summarize his or her findings for the appellant and the Union representative.

D. Headquarters and Regional Classifiers will continue to make visits to field position locations to conduct desk audits of the different Agency positions. Notice of the visit of the classifier will be posted as far in advance as possible on the bulletin board of the station he or she intends to visit.

E. The Agency will provide every employee of the Service with an accurate description of the duties which may govern his or her grade. The employee will be

encouraged to discuss any changes or inaccuracies with the supervisor who will also maintain a continuing review of duties.

F. If an employee has a question concerning his or her classification or position description, he or she is entitled to discuss his or her position description with his or her supervisor. Upon request of the employee, a Union representative may be present during this discussion. If the employee wishes to further pursue the question, he or she may forward a written request to the Servicing Human Resources Office. The Servicing Human Resources Office will either answer, or acknowledge receipt of, the request in writing within 30 calendar days, providing an estimate of the additional time needed to reply.

G. The parties agree that, except where the Agency would be impeded in carrying out its overall law enforcement mission, duties not specified in an employee=s position description, or reasonably related thereto, will be avoided unless temporarily required by the needs of the Agency.

H. The parties recognize that details to other positions and activities are necessary and an integral part of mission accomplishment. Details to other activities or to higher graded positions for fifteen (15) consecutive workdays or more will be documented by memorandum to the employee with a copy to his or her official personnel folder. The Service will not use details to avoid filling positions at a higher grade level, nor will they be made on the basis of personal favoritism. Should the requirements of the Service necessitate an employee=s being detailed to a lower position, this will in no way adversely affect the employee=s salary, classification, or job standing.

If a detail of more than 60 calendar days is made to a higher grade position, or to a position with known promotion potential, it must be made under competitive promotion procedures.

If an employee alleges that a detail violates FPM regulations or this agreement, he or she may file a grievance under the negotiated grievance procedure.