

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**US ARMY CORPS OF ENGINEERS, ENGINEERING
AND SUPPORT CENTER
(CEHNC)**

AND

**AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES LOCAL 1858
AMERICAN FEDERATION OF LABOR AND
CONGRESS OF INDUSTRIAL ORGANIZATIONS
(AFL-CIO)**

REDSTONE ARSENAL, ALABAMA

EFFECTIVE MARCH 9, 2017

**APPROVED BY THE DEPARTMENT OF DEFENSE
ON MARCH 9, 2017**

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ARTICLE 1

PREAMBLE

Pursuant to the policy set forth in Title 5, U.S. Code, also known as Public Law 95-454 (the Civil Service Reform Act of 1978 and the Federal Service Labor Management Relations Statute) and subject to all applicable statutes and regulations issued by the Office of Personnel Management (OPM) and the Department of the Army (DA), and/or Headquarters, U.S. Army Corps of Engineers (HQ USACE), this Agreement, together with any and all subsequent supplemental Agreements and/or amendments, constitutes a total Agreement and is entered into by and between the U.S. Army Engineering and Support Center, Huntsville hereinafter referred to as the Employer and the American Federation of Government Employees (AFGE), Local 1858, hereinafter referred to as the Union; for employees in the described unit, hereinafter referred to as employees.

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed. Unless specifically addressed, a reference to employees and/or Employer is understood to be those who are party to this Agreement only.

Notice to the Union means that the President and Vice President will both be notified.

It is further agreed that the Union retains the right to challenge through appropriate channels any of the Agreement changes from the Defense Civilian Personnel Advisory Service (DCPAS) found to be contrary to law.

It is the intent and purpose of the parties to this Agreement to promote and improve the efficient administration of the Federal Service and the well-being, dignity, and respect for employees through the maintenance of a constructive and cooperative relationship between the Union and the Employer. This Agreement reflects the parties' consensus relative to personnel policies, practices, procedures, and matters affecting other conditions of employment; and provides a means for negotiation, discussion, and adjustment of matters of interest to the Employer, the Union and employees.

ARTICLE 2

PURPOSE

The well-being of the employees and the efficient and economical operations of the Employer require that orderly and constructive relationships be maintained between the Employer and the Union. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this Agreement. It is the purpose of this Agreement, therefore:

- a. To identify the parties and define their respective roles and responsibilities under this Agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationship between the Employer and the Union.
- c. To ensure Union and employee participation in the formulation and implementation of personnel policies and procedures affecting them, and their "conditions of employment."
- d. To provide for the highest degree of efficiency and responsibility while accomplishing the mission of the Employer.
- e. To enable the Union to fulfill its obligation to represent employees to the fullest extent of the law.

ARTICLE 3

AGREEMENT

Section 1. Agreement

This Agreement shall be binding after signature of the parties referenced in Article 1, Preamble.

Section 2. Duration, Renewal, and Termination

This Agreement shall remain in force for three years from the date of approval by the appropriate officials in the Department of Defense and from year to year thereafter unless either party shall notify the other party, in writing, of a desire to terminate or renegotiate this Agreement. The request to terminate or renegotiate must be submitted at least 60 calendar days prior to the expiration date, or to any subsequent anniversary date. This Agreement will be extended until the new or revised Agreement is approved.

Section 3. Amendment to Agreement

Any amendment to the Agreement shall be as follows:

a. Where changes in existing laws or regulations promulgated outside DA and/or USACE have the effect of negating or invalidating any portion of this Agreement, a request for revision to adopt provisions which conform with the new or amended law, directive, or regulation shall be made by either party at any time. The nature of the desired revision and reasons therefore shall be given by the sponsoring party with a required response within 30 days to renegotiate the portion of the Agreement affected. Amendments shall be binding after signatures of parties listed in Article 1 and DCPAS (if required) in accordance with 5 U.S.C. 7114(c).

b. If either the Union or the Employer desires to renegotiate a specific article or articles, the initiating party shall notify the other party in writing. The other party shall notify the initiating party within 15 days from receipt of notification of their decision to agree or disagree to renegotiation of the proposed article or articles. If there is mutual agreement to renegotiate, such renegotiation shall commence at a mutually agreed upon time and place within 45 days.

Section 4. Distribution of Agreement

The Employer will request that the Agreement be posted on the Civilian Personnel Advisory Center (CPAC) website. The Employer will post a link to the Agreement on the CEHNC homepage for all employees to access.

ARTICLE 4

PARTNERSHIP

The Employer and the Union are encouraged to participate in partnerships and may form subsidiary partnerships to support the over-arching objectives.

ARTICLES 5

PROVISIONS OF LAWS AND REGULATIONS

All existing and future laws take precedence over this negotiated Agreement. All policies, regulations and practices not covered specifically in this Agreement remain in full effect.

ARTICLE 6 (RESERVED)

ARTICLE 7

RECOGNITION AND UNIT DESIGNATION

Section I. Exclusive Representation

The employer recognizes the Union as the exclusive bargaining representative of employees in the unit defined below per Federal Labor Relations Authority (FLRA) Certification and Amendments of Certification; AT-RP-14-0029 and this collective bargaining agreement applies to the bargaining unit described below.

Section 2. Unit Descriptions

INCLUDED: All non-professional employees of the U.S. Army Corps of Engineers, Engineering and Support Center located in Huntsville, Alabama.

EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6), and (7).

ARTICLE 8

LABOR-MANAGEMENT RELATIONS

Section I. Relationships

It is agreed by the Union and the Employer that meaningful consultation and communication shall be established and maintained between the Union and the Employer at every level as appropriate. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this Agreement. It is the purpose of this Agreement, therefore:

- a. To define the respective roles and responsibilities of the parties under this Agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and the Union.
- c. To indicate the nature of the subject matter of proper mutual concern.

Section 2. Objectives

It is intended that this Agreement will meet the following objectives:

- a. To ensure Union participation in the formulation and implementation of personnel policies and procedures affecting employees.
- b. To provide for the highest degree of efficiency and responsibility in accomplishing the mission of the Employer.
- c. To promote Union-Employer cooperation.
- d. To facilitate the resolution of issues such as disagreements, grievances, and complaints, etc.

ARTICLE 9

RIGHTS AND OBLIGATIONS

Section 1. Mutual Rights and Obligations

a. The Employer and the Union mutually agree that this Collective Bargaining Agreement (CBA) is the primary basis for labor-management relations. Therefore, the Employer shall be obligated to consult with the Union on changes in personnel policies and practices and matters that would affect the conditions of employment of the employees in the bargaining unit prior to implementation. It is agreed that the Employer and the Union will meet and confer, with respect to personnel policies and practices, as imposed by the Federal Service Labor-Management Relations Statute.

b. To the extent that local regulations, policies and SOPs of the Employer shall conflict with this Agreement, the provisions of this Agreement shall govern.

c. The Employer and the Union agree that all provisions of this CBA shall be applied fairly and equitably to all bargaining unit employees.

d. Nothing in this Agreement shall be construed as restricting either party from meeting with the other to consult.

Section 2. National Security

The Employer and Union jointly recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the organization's missions. Accomplishment of these missions will be the major consideration in all consultations and/or when conferring on concerns identified by the Employer and Union in their day-to-day association.

Section 3. Employee Rights

a. All employees shall be treated with fairness and dignity. The Employer and Union jointly agree that employees are one of the agency's most valuable assets and will recognize and treat all employees consistent with this principle.

b. The Federal Service Labor-Management Relations Statute states and the parties hereby recognize that each employee in the unit shall have the right to form, join, or assist the Union or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Employees under the law also have the right:

- (1) To act for the Union in the capacity of a representative when duly appointed or

elected as a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

(2) To engage in collective bargaining with respect to conditions of employment through Union representatives.

c. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction and/or cash.

d. The employee maintains the right to consult with Union representatives on questions concerning personnel policies, regulations, and other matters pertaining to conditions of employment using a reasonable amount of official time. The employee maintains the right to request Union representation during investigatory discussion with any representative of management which the employee believes could result in disciplinary action (Weingarten Act).

e. The supervisor may permit the employee to have Union representation during performance counseling at the request of the employee.

f. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate supervisor and the Union representative at the lowest level capable of resolving the matter.

g. A representative of the Union shall be given an opportunity to be present at an Employer examination of a bargaining unit employee in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in a disciplinary action against the employee; and

(2) The employee requests such representation. When such an examination is held, every reasonable effort will be made to schedule it at a time and location which is acceptable to all participants.

h. If a bargaining unit employee has a complaint, and in the event that a grievance becomes necessary and the Union official cannot adequately investigate or prepare for the grievance at the employee's work site, the employee will be granted reasonable time to visit with the Union official at another area. If not immediately approved, the supervisor will inform the employee of the time that the employee can leave the work area.

i. The Employer shall annually inform all members of the bargaining unit of their rights under the Weingarten Act.

j. Consistent with the Management right to assign work to and determine methods and means of performing work, employees can expect assignments to be made consistent with grade level and position description.

k. The Employer will make available a qualified person who will interpret for hearing-impaired employees or read for visually handicapped employees when needed. For example; training, town halls, and other reasonable requests.

Section 4. Employer Rights and Obligations

The Employer retains all Management rights provided by Chapter 71, 5 U.S. Code, Section 7106. Nothing in this Agreement shall be interpreted to affect the authority of any management official to exercise such rights.

Section 5. Union Rights and Obligations

The AFGE Local 1858 retains all Union rights provided by Chapter 71, 5 U.S. Code. Nothing in this Agreement shall be interpreted to affect the authority of any Union representative to exercise such rights.

Section 6. New Employees

a. The Employer will provide, upon request, no more than four times per calendar year, a list of bargaining unit employees.

b. When the Employer holds new employee orientation, a reasonable amount of time shall be provided for a presentation by a Union official.

ARTICLE 10

UNION REPRESENTATION

Section 1. Elected and Appointed AFGE Local 1858 Union Officials:

a. The Employer agrees to recognize the elected Officers, appointed Assistant Vice Presidents, Union representatives, Agents, and the Union. All elected officers, and appointed representatives will be hereinafter referred to as Union officials.

b. The Union shall furnish to the Employer a list of names of all elected officials, Vice Presidents, and Assistant Vice Presidents, and Agents within 20 working days after the effective date of this agreement. Changes to the list must be furnished within 10 working days after any new or changed personnel assignments. Vice Presidents and Assistant Vice Presidents on the list must be members of the bargaining unit.

Section 2. Performance of Union Duties:

a. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end, supervisors and Union officials will:

- (1) Meet informally to exchange information and resolve potential problems.
- (2) Make every effort possible to resolve problems at the lowest organizational level
- (3) Support, foster, and encourage participation in partnership councils.

b. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union officials because of the performance of Union obligations.

c. The Union agrees that its Officers will not use official duty time to conduct internal affairs of the Union.

Section 3. Representational Duties:

a. Union officials, when members of the bargaining unit, will be allowed a reasonable amount of official time for fulfillment of the Union's obligations under this agreement. The request for official time will be in writing. Should a supervisor feel that his/her employee is using too much official time and that this is interfering with his/her official duties, the Union official and the supervisor shall review the problem and attempt to resolve it at the lowest level possible. If the problem is not resolved, it will be referred to higher levels in the Union and Management for resolution. Official time utilized by Union officials will be for the purpose of, but not limited to:

- (1) Consulting with supervisors on policy matters and conditions of employment.
- (2) Consulting with employees on problems with policies and conditions of employment.
- (3) Representing employees presenting grievances to the Employer.
- (4) Assisting an employee in preparing data for a grievance.

b. The Union agrees to conduct representation duties with dispatch during working hours and guard against use of Union positions for unwarranted absences from assigned work areas.

c. If it becomes necessary for a Union official to transact his/her representational functions, he/she shall first obtain permission from his/her supervisor. The supervisor involved will grant permission unless compelling work commitments dictate otherwise. If permission is denied, the supervisor will inform the Union official of the reason for the denial and when the Union official can have time to transact his/her representational functions. Upon entering a work area other than his/her own, the Union official will first advise the appropriate supervisor of his/her presence and the name of the employee to be contacted. The supervisor involved will grant permission unless compelling work commitments dictate otherwise. If permission is denied, the supervisor will inform the Union official of the reason for the denial and when he/she can reasonably expect to see the employee. The Union official will notify his/her supervisor upon his/her return to his/her work assignment. Union officials shall guard against the use of excessive time in handling these responsibilities.

d. The Union recognizes that accurate daily records will be maintained by the supervisors of Union elected officers and appointed representatives accounting for the total time spent on appropriate labor-management business.

Section 4. The Parties agree that an email can constitute written notice.

ARTICLE 11

TRAINING OF UNION REPRESENTATIVES

Section 1. General

It is agreed that proper training of Union officials will benefit both management and the employee. A pool of 1000 hours of administrative time is authorized for training of Union officials per calendar year (Jan-Dec) which management deems will be of benefit to the agency. The Union President or designee will submit in writing to the Employer all requests for administrative time at least five workdays in advance of the time requested. The request will include the type of training, purpose, sponsorship, location, date, hours, general subject matter, phone number, organization, and the names of the officials that the Union desires to attend the specified training along with his/her supervisor's name and telephone number. Management officials will notify the Union whether or not the request for administrative time is approved at least three workdays prior to the time of requested training. Exceptions to the number of hours may be approved by the Employer.

Section 2. Employer Funded

The Employer agrees to consider requests for funding training opportunities for Union officials when such training is in the mutual interest of both the Employer and the Union.

ARTICLE 12

CONSULTATION/CONFERENCES

Section 1. Definitions

Consultation as used in this Agreement shall be defined as a face-to-face meeting between the Commander or designee and the Union President or designee to deliberate together in an attempt to reach a mutual Agreement. Consultation is not negotiation, but whenever possible, shall take place prior to the proposed event. Nothing in this article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters.

Section 2. Coverage

It is agreed and understood that matters "appropriate for consultation" between the parties shall include all conditions of employment.

Section 3. Union Participation the Union shall:

- a. Be informed of any substantive change in conditions of employment proposed by the Employer at the earliest possible date.
- b. Be permitted reasonable time to present its written and oral views and recommendations regarding the changes before the proposed implementation date.

Section 4. Employer Participation the Employer shall:

- a, Consider above views or recommendations of the Union before taking final action on any matter with respect to which the views or recommendations are presented.
- b. Provide the Union a written statement of its decision on the matter.

Section 5. Conversion of Positions

The Employer will consult with the Union on the impact of converting civilian positions to military positions, or contractor positions prior to any conversions.

ARTICLE 13

INFORMATION REQUEST

The Employer shall provide information, in accordance with applicable laws, to the Union upon request in order to prepare and present a grievance, complaint, appeal, or any other representational issue. The information shall be provided in a reasonable timeframe; however, if the information is not readily available, an estimate of its availability will be provided to the Union.

ARTICLE 14

PAST PRACTICES

Section 1. Past practices are defined as conditions of employment, not specifically covered in this Agreement, which are followed by both parties or followed by one party and known by the other party but not challenged. To constitute the establishment by practice of a term and condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Employer's knowledge.

Section 2. Laws, OPM regulations, and this Agreement take precedence over past practices. Other bona fide past practices are binding upon the parties unless changed through the negotiation process.

ARTICLE 15

UNION BULLETIN BOARDS

The Employer agrees to permit the Union to place AFGE News Bulletins and other local business announcements on existing bulletin boards. Where more than one bulletin board is available, an existing bulletin board may be designated for Union use. Where separate bulletin boards are not available, the Union will be provided space on existing bulletin boards for placement of AFGE News Bulletins and other local business announcements.

ARTICLE 16

PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1. General

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting dues of the members in good standing of the Union who are employed in the bargaining unit and who voluntarily authorize allotments from their pay for this purpose.

Section 2. Eligibility

Any employee who is a member of the bargaining unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership at any time provided:

- a. The employee has voluntarily completed a request (Standard Form (SF) 1187) for such allotment.
- b. The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of allotment.

Section 3. Authorization

The procedure for processing authorizations shall be as follows:

- a. The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.
- b. The Union will obtain and distribute to its members the prescribed dues withholding form (SF 1187). This properly completed form shall be accepted by the Employer.
- c. The Employer intends that Union membership applications (SF 1187) be processed and transmitted to the appropriate Defense Finance and Accounting Service (DFAS) Office within one full pay period following receipt from the Union. The parties intend that authorizations for allotments received by the Customer Service Representative (CSR) will be effective beginning with the first pay period following receipt of the completed allotment authorization by the CSR. Authorizations for allotments received by the CSR will continue in effect until the allotment is terminated IAW Section 5 below. At the Union's request, the Employer will assist in resolving problems related to the timely processing of allotments for Union dues.

d. The SF 1187 will contain the name, cost center number, and Social Security Account Number of the employee as it appears on the payroll records.

Section 4. Dues Allotment

Allotted dues will be withheld each pay period in the amount established by the Union. When an employee transfers within the bargaining unit, thereby changing pay periods, or if the Employer changes the pay period, the allotment will be prorated accordingly. The amount withheld will be exclusive of the initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the CSR will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The parties intend that the amended amount will be withheld effective the pay period following the effective date specified by the Union. Such changes will not be made more frequently than once every 12 months. At the Union's request, the Employer will assist in resolving problems related to the timely processing of an amended dues structure.

Section 5. Termination of Allotment the CSR will terminate an allotment:

a. When the Union loses the required recognition under any of the conditions specified in the law, or if this Agreement is legally terminated or suspended, termination will be effective at the beginning of the first pay period after loss of exclusive recognition of this Agreement.

b. Upon receipt of notice from the Union President that an employee has been expelled or is no longer a member in good standing, the allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the CSR within five workdays after such a determination has been made by the Union.

c. When an employee voluntarily revokes an allotment for the payment of dues, such revocation will not be effective until the first full pay period following the anniversary date. Standard Form 1188 is the prescribed revocation form and may be obtained from the CSR or the Union Office and must be filed with the CSR. In all cases, it shall be the responsibility of the employee to see that the written revocation is received by the CSR on a timely basis.

d. When the employee leaves the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action.

Section 6. Remittance of Dues Withheld

a. The parties intend that, within ten workdays following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858, AFGE, and a statement will be forwarded by the CSR to the Treasurer, Local 1858, AFGE, including the

following information:

- (1) Identification of installation.
 - (2) Identification of Union.
 - (3) Alphabetical listing of members from whom deductions were made and amount of each deduction.
 - (4) Total number of members for whom dues were withheld.
 - (5) Total amount withheld on this payroll.
 - (6) Names of and reason for dropped members from the list.
 - (7) A copy of each written revocation for the pay period in which the revocation is effected.
- b. At the Union's request, the Employer will assist in resolving problems related to the timely remittance of dues withheld.

ARTICLE 17

HOURS OF WORK AND BASIC WORKWEEK

Section 1. Basic Tour of Duty

The basic tour of duty will consist of five consecutive eight-hour days, Monday through Friday, commencing in 15 minute increments, between the hours of 0600 and 1800. A period of seven consecutive days, beginning at 0001 on Sunday and ending at 2400 the following Saturday, constitutes a normal administrative workweek.

An employee's specific tour of duty is subject to supervisory approval based on mission requirements.

Section 2. Changes in Basic Tour of Duty and Administrative Workweek

a. The immediate Supervisor may approve changes in the prescribed basic tour of duty or a normal administrative workweek for individuals or for groups of employees.

b. To change a tour of duty, an employee must submit a written or email request to the Employer at least two weeks in advance of the beginning of a pay period.

c. In order for the Employer to require an employee to change a tour of duty, the Employer must show that the mission would be adversely affected if the change did not occur. A written notice or email is acceptable notice that must be given to the employee two weeks in advance at the beginning of a pay period. When the Employer requires an employee to change a tour of duty with less than two weeks notice, the Employer must base that requirement on the determination that inability to do so will cause the Agency to be seriously handicapped in carrying out its function or that costs would be substantially increased. The Employer is encouraged to discuss any changes in tour of duty with an employee prior to effecting the change. If the Employer makes a permanent change in a tour of duty, a copy must be sent to the Union President as soon as the Employer determines the new tour of duty.

Section 3. Coverage

Basic tours of duty will cover a minimum of 40 hours per administrative workweek for all full-time employees and less than 40 hours per administrative week for part-time employees, as reflected on their SF 50.

Section 4. Lunch Periods

Lunch periods will normally begin between 1100-1300 for a minimum of 30 minutes.

Lunch periods can be extended in 15 minute increments up to two hours with supervisory approval. Employee can make up the time up to 1800 or take leave.

Section 5. Alternate Work Schedule (AWS)

The AWS system includes an eight-hour day/forty-hour week (including credit hours), and can also mimic a compressed work schedule (CWS) of 5-4/9 or 4/10. [Note. This can be accomplished with supervisory approval.] However, Management has the right to alter any AWS based on mission requirement. Tour of duty hours will begin, in 15 minute increments, no earlier than 0600. Participation in any AWS is dependent upon mission requirements. All parties agree that AWS, IAW mission is suspended in September.

a. An employee will submit a written request for a specific tour of duty for any AWS to include start times, end times, and non-workday. The non-workday can be any day of the workweek. Supervisors will approve or disapprove such requests to assure adequate staffing throughout the workweek. All employees shall be afforded access to the more desirable days off. However, when there is a conflict regarding multiple employees requesting the same day off, seniority within the organization will take precedence as stated in the Seniority Article.

b. Credit Hours. An employee who works an eight-hour day tour of duty may work additional time beyond their normal eight-hour tour of duty as credit hours for use as future time off. Prior to being worked, credit hours must be requested by the employee and approved by the supervisor. Credit hours will be worked and recorded in 15 minute increments. Credit hours may not be earned on days that annual or sick leave is taken. Employees can use accrued credit hours off in lieu of or in conjunction with other types of approved leave. Credit hours can be worked and used on the same day. Credit hours may be accumulated for use in subsequent pay periods; however, credit hour balances in excess of the maximum 24 hour carryover at the end of a pay period will be forfeited without compensation. Part-time employees may not carry more than 25 percent of their biweekly basic work hours to a subsequent pay period. If credit hour participation is denied, the reason(s) for the denial will be provided in writing to the employee by his/her supervisor, if the employee requests the reason(s) for the denial.

Section 6. Changes

a. A change within the employee's work schedule is permitted at any time with supervisory approval.

b. A holiday or in-lieu of holiday will equal the number of hours an employee is scheduled to work that day. Employees who work AWS do not have to make up the one-hour or two-hour differences in an eight-hour holiday. If a holiday falls on an employee's non-workday, the employee will request that the preceding or following workday be

designated as the "in lieu of holiday, subject to approval by the supervisor.

c. Employees on training, temporary duty (TOY) over five days, or special assignments will work the schedule of the host activity or hours predetermined by the employee and the Employer.

Section 7. Hours of Work During Periods of Heightened Security or Emergencies

In accordance with Title 5 of the United States Code, Chapter 71, 7106, (a)(2)(D), the Employer has the following flexibilities regarding employees' tours of duty and administrative workweeks during periods of heightened security (security level Alpha or higher) or emergencies:

a. Whenever possible, changes in shifts and tours will be done on a volunteer basis; however, assignments to shifts and tours of duty may be required. If employees are assigned on a non-volunteer basis, assignments will be made based on the mission requirements and the skills of the employees. If there are two or more employees with equivalent skills, the determining factor will be Seniority.

b. Management will make every effort to provide employees a minimum notice of 24-hours prior to any involuntary change in tour of duty. Union notification of involuntary changes on hours of work can be made after the change has occurred. An employee may volunteer for an earlier change in tour of duty.

c. The Employer will officially notify the Union within 24 hours when a state of heightened security (security level Alpha or higher) or an emergency has been declared.

d. Start times for employees can be expanded to include earlier start times.

e. Employees may be assigned to work evening, night, and weekend shifts, or other irregular tours of duty, as necessary.

f. Employees will receive all appropriate premium pay for irregular tours of duty, night differential, Sundays, and overtime.

ARTICLE 18

TELEWORKING

It is the Employer's policy to allow eligible employees to participate in telework without diminished employee performance and/or mission success. Participation will be determined on an individual basis. The criteria to determine if an employee can participate will be the mission of the organization, nature of the duties the employee is performing, the employee's performance and work habits, funding requirements, and availability of necessary equipment and services. If an employee is denied participation, the Employer will document the reason(s) in writing and provide a copy to the employee. The telework program will be administered in accordance with management and union negotiated policies. The organization's telework policy will, at a minimum, meet OPM and Department of the Army requirements. Any changes to the policy or its implementation will require Union notification in accordance SUSC Chapter 71.

Employee suitability: Personal characteristics which are well-suited for telework include:

- 1) Dependability and ability to handle responsibility
- 2) Proven record of personal motivation
- 3) Ability to prioritize work effectively and use good time management
- 4) Proven or expected performance rating of fully successful or equivalent.

ARTICLE 19

ON-CALL STATUS/STANDBY DUTY

Section 1. On-Call Status

a. An employee is in an on-call status when the employee is subject to call outside the normal tour of duty and will be compensated only for hours of work as defined by governing laws and regulations. An employee may be compensated for any personal expenses incurred while in an on-call status by filing an appropriate claim utilizing SF 1164.

b. In accordance with 5 Code of Federal Regulation (CFR) 551.431(b), employees shall be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius. An employee may request to be excused from being on-call provided that a fully qualified substitute is available.

Section 2. Standby Duty

An employee is on standby duty and will be compensated when the employee meets the special situations provided for by applicable statute, 5 CFR 551.431.

ARTICLE 20

BUZZERS, BELLS, TIME CLOCKS, OR LIKE INSTRUMENTS

It is agreed that at no time shall buzzers, bells, whistles, time clocks, signing in/out, computers, security systems, or anything of the like be utilized by the Employer to control the starting or stopping of duty time, lunches, or breaks. Exceptions to the above policy may be made after negotiations and agreement by the Union.

Note: Without adding language in the Agreement, the parties acknowledge that this provision does not preclude the Employer from accounting for employees with regard to internal security, nor preclude the exercise of management's right to discipline pursuant to 5 U.S.C. 7106(a).

ARTICLE 21

SURVEILLANCE CAMERAS

Surveillance cameras will be used for physical security and safety purposes. Any other use of surveillance information requires the prior approval of the Commander, Deputy Commander, Programs' Director, or equivalent-level official and requires notification to the Union.

ARTICLE 22 (RESERVED)

ARTICLE 23

SENIORITY

- a. Seniority is the continuous length of service at CEHNC. Absence due to military service or contingency support is included as continuous service time.
- b. Ties will be broken by Service Computation Date for leave purposes.

ARTICLE 24

LEAVE

Section 1. Annual Leave/Credit Hours/Comp Time

a. Employees shall earn and accrue annual leave IAW applicable laws and regulation. The use of annual leave is a right of the employee, subject to leave being scheduled IAW work requirements. Every reasonable attempt will be made to satisfy the desire of employees with respect to approving annual and emergency (unscheduled) leave. The number of employees to be granted annual leave during holiday periods will be based upon the supervisor's estimate of work load and/or operational requirements.

b. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be furnished in writing to the affected employee, if requested. Any annual leave that the employee would lose at the end of the leave year because of the refusal or cancellation may be restored to the employee's leave account as prescribed in regulation.

c. The approval of annual leave for unforeseen emergencies may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact the supervisor or the supervisor's designated representative by 0900 and request approval of the use of annual leave.

d. The Employer will announce any planned shutdown or reduction in operation to employees as far in advance as practicable. During any period of shutdown or reduced operations, every effort will be made to provide work for employees who do not desire to take annual leave or have not accrued sufficient annual leave for this purpose. Furlough or other circumstances prohibiting paid leave will always take precedence over this Article due to Anti-deficiency Act (31 U.S.C. 1341 et seq.) provisions.

e. The Employer will assure that employees have an opportunity to schedule planned vacation periods in advance. Leave requests will be submitted for approval during the first 90 days of each calendar year. Any employee conflicts concerning requested dates that occur during the 90 day time frame will be settled on the basis of seniority unless an informal settlement is mutually agreed upon by the supervisor and the employees concerned. Seniority will not be used as a factor for granting approval of requested leave after the first 90 days of any calendar year. Employees who have not submitted requests for specific dates, or who wish to change approved dates after the 90-day period, may not exercise the right of seniority.

Section 2. Sick Leave

a. An employee has a right to use accrued and accumulated sick leave whenever

incapacitated by reason of illness or injury; is receiving emergency medical, dental, or optical examination or treatment; or would jeopardize the health of others because of exposure to a contagious disease. Also, subject to certain limitations, employees may use their sick leave to care for a family member; arrange for or attend the funeral of a family member; adoption of a child; and bone-marrow or organ donation. Approval is contingent upon submission of acceptable support evidence. In the absence of fraud or subterfuge, the entitlement to use sick leave is a basic right of every employee that may not be denied. The right of the employee to take sick leave for non-emergency medical, dental, or optical examination is subject to the requirement that sick leave shall be requested in advance.

b. Employees shall earn sick leave IAW applicable laws and regulations.

c. Notice of illness or disability shall be given to the employee's supervisor or supervisor's designated representative by 0900 or as soon as possible. If the degree of illness or injury prohibits compliance with this limit, the employee will report the absence as soon as possible. When requesting sick leave, the employee will inform the supervisor or designated representative of the expected return date.

d. When a supervisor approves a period of sick leave, it will not be necessary for the employee to contact the supervisor further unless the approved period needs to be modified.

e. When incapacitated for duty, the employee will personally certify any absences on an OPM Form 71. For absences in excess of three workdays, or for a lesser period when determined necessary, the supervisor may require a medical certificate or other administratively acceptable evidence stating that the employee was incapacitated for duty. The certificate or other evidence of incapacity must be submitted to the employee's supervisor upon return to duty. When a supervisor has valid reasons (leave record) to believe that sick leave is being abused, the supervisor may counsel the employee or issue a written notice that a medical certificate or other administratively acceptable evidence is required for any period of sick leave. The employee must submit the certification or evidence within seven calendar days after return to duty. The requirement to furnish a medical certificate or other administratively acceptable evidence will be in effect for no more than the period of time stated in the letter of leave restriction up to 12 months.

Section 3. Requesting Leave

Employees may request sick, annual, or other accrued leave by email or hard copy to the approving supervisor unless the employee has been directed to do otherwise by their supervisor with the understanding that the leave is not approved until the employee receives a response from the approving supervisor and other related requirements are satisfied including mandatory completion of OPM Form 71 as soon as possible.

Section 4. Military Leave

Military leave for training purposes is allowed. Military leave will be granted IAW OPM regulations and laws.

Section 5. Voting and Registration Leave

- a. Employees may be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to ensure an opportunity to vote on an election day in accordance with the DA and OPM regulations. Where the polls are not open at least three hours before or after an employee's regular hours of work, the employee may be granted an amount of excused absence which will permit reporting for work three hours after the polls open or leaving work three hours before the polls close, whichever requires the lesser amount of time off.
- b. Under exceptional circumstances, an employee may be excused for such additional time, not to exceed a full day, as may be needed to vote.
- c. If an employee's voting place is located beyond a 40-mile radius, an absentee ballot is not permitted, or the employee is required to personally cast an absentee ballot, such employee may be granted sufficient time off to vote. The Employer agrees to consider granting the necessary leave for this purpose. However, an employee's time off for this purpose in excess of one day shall be charged to appropriate leave.
- d. Employees may be granted time off to register on substantially the same basis as for voting. If the employee can register on a non-work day and the place of registration is within a reasonable one day, round trip travel distance of the employee's place of residence, no such time off shall be granted.

Section 6. Excused Absence - Blood Donation

Subject to work load, up to 4 hours (inclusive of travel) of administrative leave shall be authorized by the Employer for each bargaining unit employee each time that the employee participates in an authorized blood donation program not to exceed once per 60 day period. The 4 hours of administrative leave, if taken, must be taken on the day of donating blood. Employees who are not accepted to donate blood must return to work or request appropriate leave from their supervisor.

Section 7. Maternity/Paternity Leave

Any female employee may be granted sick leave, annual leave, or leave without pay (LWOP) IAW regulations for pregnancy/child bearing. A female employee may use available sick leave to cover the time required for physical examinations and periods of incapacitation due to pregnancy. Male employees may be granted annual leave, sick leave, or LWOP for paternity purposes.

Section 8. Family and Medical Leave

Family and medical leave will be administered in accordance with the Family and Medical Leave Act (FMLA) of 1993 with amendments and/or current law. The following highlights provide information about the key aspects of FMLA. More comprehensive information is available on the OPM website (www.opm.gov).

1. Subject to notification by the employee, the FMLA, requires the Employer to grant most employees, a total of up to 12 administrative workweeks of unpaid leave during any 12-month period for the following purposes:
 - a. The birth of a son or daughter of the employee and the care of such son or daughter;
 - b. The placement of a son or daughter with the employee for adoption or foster care;
 - c. The care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or
 - d. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.
2. An employee may use the 12 weeks of FMLA leave intermittently or the employee may work under an approved work schedule that is reduced by the number of hours taken as FMLA leave. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and Office of Personnel Management (OPM) regulations regarding the use of annual and sick leave, for any unpaid leave under the FMLA. The amount of sick leave substituted could be limited in some instances. FMLA leave is in addition to paid leave or compensatory time off available to an employee.
3. Upon return from FMLA leave, an employee should be returned to the same position or to an equivalent position with equivalent benefits, pay status, and other terms and conditions of employment.
4. An employee who takes FMLA leave is entitled to maintain health benefits coverage; however, an employee on unpaid FMLA leave must pay the employee share of the premiums either on a current basis or pay upon return to work.
5. An employee should provide notice of his or her intent to invoke entitlements under FMLA by marking the appropriate block on the OPM Form 71 and marking the corresponding leave category (LWOP, annual, sick). Substituting paid annual and sick leave is subject to meeting certain provisions.
6. Employers may require the employee to provide medical certification supporting the need for leave due to a serious health condition affecting the employee or immediate family

member.

a) The WH Form 380 will be utilized by employees for this purpose and is considered sufficient to meet the requirements of the FMLA. The documentation should be submitted not less than 30 days before the leave is to begin or in emergencies as soon as practicable.

b) The Employer may not require any personal or confidential information in the medical certification other than that required by the FMLA.

c) The employee shall provide the written medical certification to the Employer in a timely manner as determined by the Employer.

d) The Employer may waive the requirement for medical certification in a subsequent 12- month period if the leave is for the same chronic or continuing condition.

Section 9. Voluntary Leave Transfer

The Employer will support the Voluntary Leave Transfer Program (VLTP). Employees who do not have sufficient leave to cover medical emergencies (personal or family) may register in the VLTP through supervisory channels. Any eligible employee may donate annual leave to a specific recipient registered in the VLTP.

Section 10. Leave Without Pay

An employee may be granted LWOP from work for personal problems or illnesses. The employee will submit a request to the supervisor ten workdays in advance of the need date or as soon as practicable. The Employer will consider each individual's situation in making determinations regarding requests for LWOP.

Section 11. Advanced Leave

a. Sick Leave

A full-time employee may be granted up to 240 hours advance sick leave by the Executive Officer with employee's supervisory recommendation, as long as the employee will be able to pay back the sick leave. A part-time employee's maximum advanced sick leave will be prorated based on the employee's scheduled work hours.

b. Annual Leave

Annual leave may be advanced by employee's supervisor only in the amount that will be accrued during the current leave year. Any denial of the request for advanced annual leave will be documented in writing by the supervisor and provided to the employee.

Section 12. Court Leave

Court leave will be granted, pursuant to applicable laws and regulations, to an employee who is summoned to act as a witness before a court involving any domestic governmental

entity or to perform jury duty in any court of law. When an employee is called as a juror, the employee will notify the supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates the employee served as juror. The Employer will provide a written request for excusal for an employee whose services are required at the job site. If such excuse is not acceptable to the court, the Employer will grant court leave. An employee who must appear in court for a personal matter can request other authorized leave but will not be granted court leave.

Section 13. Excused Absence for Climatic or Disaster Conditions

a. If the Center is closed or there is a delayed opening due to inclement weather prior to the beginning of the workday, the Commander contacts the Public Affairs Office (PAO). The PAO contacts various media (to include social media) to request that they announce closures or delays. Employees get an AtHoc notification (i.e. emails, texts, etc.) from CEHNC operations.

b. Huntsville Center can never fully close due to some of the missions requirements. However, if it is announced that the Center is closed prior to the beginning of the workday, non-emergency employees will be granted excused absence for the number of hours they were scheduled unless it is their regular telework day.

c. Sometimes the notification will be a delayed arrival. If a decision is made to delay the opening of the Center until a designated hour or to delay arrival times for employees for a specific amount of time, employees reporting for duty will be excused for the specified time of delay. So if the announcement is a two-hour delay and you normally report for duty at 7:30 a.m., then you can arrive at work by 9:30 without being charged leave. The safety of Center employees are the first priority of the commanders, so taking that extra time to arrive at your place of duty is strongly advised.

d. If inclement weather should result in a decision to release employees from duty early, before the regular close of business, only those employees on duty at the time an early dismissal is announced are entitled to the excused absence. Employees who are already on approved leave when early dismissal is announced are not entitled to the excused absence.

e. During inclement weather conditions, supervisors are encouraged to have a liberal leave policy. Check with your supervisors to see what policy HNC has in place for various circumstances.

ARTICLE 25

TRAVEL

Section 1. General

Travel requirements will be accomplished IAW appropriate laws and regulations such as the Joint Travel Regulation.

Section 2. Hours of Travel

Whenever possible, employee travel shall be scheduled during regular duty hours. In the event a supervisor schedules an employee to travel in other than normal duty hours, the supervisor, at the employee's request, shall furnish the employee in writing the reasons for necessity of such a schedule.

Section 3. Duty Status

a. Exempt employee time spent in a travel status away from the official duty station is not "hours of work" unless the travel:

- (1) Involves the performance of work while traveling; or
- (2) Is carried out under arduous conditions; or
- (3) Is incident to travel that involves the performance of work while traveling; or
- (4) Results from an event which could not be controlled administratively.

(a) To the extent permitted by law and regulation, any pay due an exempt employee for time in travel status in connection with any one of the four conditions listed above shall be paid on the same basis as if the employee were at the normal work site.

(b) The Fair Labor Standards Act of 1938, as amended by Public Law 93-259 (8 April 1974), applies to Federal employees who are not exempted from the statute IAW terms. For nonexempt employees, the Fair Labor Standards Act provides that:

- (5) Time spent traveling shall be considered hours of work if:
 - (a) An employee is required to travel during regular working hours; or
 - (b) An employee is required to drive a vehicle or perform other work while traveling; or
 - (c) An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or
 - (d) An employee is required to travel as a passenger in an overnight assignment

away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

(6) An employee who travels from home before the regular workday begins and returns at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work.

(7) Nonexempt employees must be paid IAW the provisions of the Fair Labor Standards Act or 5 USC 5501 et seq.; whichever are more favorable to the employee.

Section 4. Travel Compensatory Time (Non Duty Status Travel)

Compensatory time off for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable.

There is no limit to maximum of travel compensatory time that an employee can accumulate, but if it is not used within 26 pay periods after it is earned it will be dropped. The Employer will make every effort to accommodate the employee in using earned travel compensatory time.

Employees will not receive payment for travel compensatory time earned under this rule.

Travel compensatory time will be calculated in accordance with HQ RM policy CERM-F 2015- 02 and changes as long as the Union is consulted.

Section 5. Rental Vehicles and On-site Travel

a. In the event that an employee is not authorized a General Services Administration (GSA) vehicle, commercial rental vehicle, or privately owned vehicle (POV) while on TDY, all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to government business shall be paid for by the Employer. Any use of a GSA vehicle for personal business is prohibited. Any use of commercial vehicle or POV for personal business while on TOY shall be at the employee's expense.

b. Supervisors will consider the needs of the employees while on TDY training and TDY travel. If adequate on-site travel accommodations at training site are not available, employees may provide written justification to supervisor for consideration of providing rental car approval. The supervisor will provide sufficient written justification for disapproval to the employee, if requested.

c. If rental car is authorized for small groups (two to four persons), from the same location, going to the same destination, for the same period of TDY, authorization will be limited to one rental car unless specially authorized by the travel-approving official. In the event the amount of baggage and/or working equipment necessary to accompany the

travelers cannot accommodate the travelers, an upgrade or additional car rental(s) will be authorized IAW appropriate regulations.

Section 6. Work Schedule Changes

When the situation permits, employees on TDY may continue their normal work schedule.

Section 7. Contractor-Issued Card Assistance Program

If an employee demonstrates difficulty in managing a contractor-issued travel charge card, the Employer agrees to refer the employee to financial training/counseling.

Section 8. Travel Claim Timeframe

The parties agree to the following policies and procedures:

a. Employees will submit travel claim vouchers to the Employer within five workdays of the completion of the TDY, unless extenuating circumstances exist. The Employer agrees to approve/disapprove the voucher and forward to USACE Finance Center in an expeditious manner.

b. If a trip report is required completion will be independent from the voucher submitted to USACE Finance Center.

Section 9. Government Quarters

Employees whose normal duties require travel in a fiscal year shall be excluded from staying in Government quarters IAW applicable laws and regulations except where a pilot program is in effect. This exclusion does not apply to employees attending long-term training if the lodging requirements are part of the training program.

Section 10. Personal Hardship

If any TDY trip causes a personal hardship to the employee, the Employer shall make a reasonable effort to alleviate that hardship. Handicapped employees and employees with medical conditions which would be significantly exacerbated by TDY travel shall be required to travel only if and when the Employer determines that such travel is absolutely necessary to meet mission requirements.

ARTICLE 26

POSITION CLASSIFICATION STANDARDS

a. The Employer agrees to send to the Union all proposed new or changed Classification Standards which are referred by higher headquarters or other government agencies to the Employer for comments. The Union shall have the opportunity to review such proposed Classification Standards and provide written comments to the Employer in a timely manner.

b. The Employer shall forward the Union's comments to the higher headquarters or other government agencies from which the proposed standards were received. The Employer shall promptly inform the Union in writing of the disposition of the proposed changes.

ARTICLE 27

POSITION DESCRIPTIONS

a. Position descriptions shall be written based upon the duties and responsibilities assigned to positions. All positions with identical assigned duties shall be covered by the same position description.

b. Copies of position descriptions shall be distributed to the employees upon completion of official personnel actions by organizational survey or individual action affecting the employee's duty assignment. The employee, upon request, shall be furnished an evaluation statement, when available, by the immediate supervisor.

c. The phrase "performs other duties as assigned" is included in the description to refer to those duties which are not major duties of the position, but which are reasonably related to those major duties and are performed on an occasional basis. The Employer agrees that employees will not routinely be assigned work that does not relate to the major duties of the position without amending the position description. However, it is understood that position descriptions serve as no limitation on the right of the Employer to assign duties to employees.

ARTICLE 28

POSITION CLASSIFICATION

- a. The Employer will establish positions that are in consonance with mission requirements.
- b. Employees may appeal the title, series, or grade of their officially assigned position description at any time. The Employer will provide information to employees about the DoD appeal process and include information regarding selection of appeal process. The Employer agrees to inform employees of the OPM procedures for appealing the title, series, or grade of the officially assigned position description when requested.
- c. If the employee's dissatisfaction with the position classification cannot be informally resolved, the supervisor shall inform the employee of the appeal channels as prescribed by classification appeal regulations and procedures. The Union may represent the employee during the appeal process.
- d. When a determination has been made by the Employer to change an encumbered position to a lower grade in a classification action, the Union President will be notified prior to implementation.
- e. When differences concerning the accuracy of the contents of a position description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure. Such grievances will not include issue(s) concerning the appropriate classification of the title, grade and/or series of the position. The matter concerning content accuracy must be resolved before an employee may file a position classification appeal.

ARTICLE 29

TABLE OF DISTRIBUTION AND ALLOWANCES

- a. A copy of unit current operating Tables of Distribution affecting civilian employees will be provided to the Union President as requested.
- b. Modified and/or proposed Tables of Distribution/Modified Tables of Distribution and changes thereto with significant impact on the bargaining unit because of reorganization will not be implemented without prior discussion with the Union President.
- c. The Tables of Distribution do not serve as a determinant of whether a position is officially established for any purpose, including entitlement to an individual employee, nor do the Tables of Distribution/Modified Tables constitute official approval of pay category, title, series, or grade.

ARTICLE 30

MERIT PROMOTION

Definition: Approving Official - at least one level above Selecting Official. Selecting Official is the immediate supervisor.

1. Promotions to bargaining unit positions shall be based on merit system principles except where specifically authorized by law and regulation (5 CFR 335). The purpose and intent of this Article is to ensure that merit promotion principles are applied in a consistent manner with equity to all employees, and without regard to political, religious, labor organization affiliation or non- affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, age or sexual orientation and shall be based solely on job related criteria
2. Nepotism and Personal Favoritism: No official may, in recommending or selecting candidates for promotion, show or give preference to any candidate based upon factors not pertinent to the candidate's qualifications for performing work of a higher level including personal friendship, kinship, or political connections. A management official may not appoint, employ, promote, or advance one of his/her relatives (by blood or marriage) to a position in his/her agency, nor may he/she advocate a relative for appointment, employment, promotion, or advancement in the agency. Likewise, an individual may not be appointed, employed, promoted, or advanced if the action was advocated by a management official who is serving in or exercising jurisdiction in, or has control over the agency, nor when he/she is a relative of the individual. These provisions shall apply to all individuals in the rating, ranking, and evaluating, and/or selecting processes, for actions under this regulation.
3. Selection for promotion and advancement to bargaining unit positions under USA Staffing will be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition that assures that all receive equal opportunity. Pre-selection is prohibited.
4. USA Staffing is an electronic candidate application and self-assessment system currently used as a system for obtaining candidates for promotion consideration. Should DOD or Army adopt a different system that operates under the same general principles as the current system, the procedures described herein will remain in effect. The parties agree that the implementation of USA Staffing will result in the use of Army and regional merit promotion plans with local supplementation.
5. In accordance with 5 CFR 335, Management has the right to select, or not select, from any available recruitment sources. This includes USA Staffing, Delegated Examining Unit list, Expedited Hiring Authority, and other appropriate sources of recruitment. Under USA Staffing, the selecting official will consider all referred candidates, and provide job related reasons why the selectee is the best candidate for the position. If the selectee declines, a second selection shall be made from the referral list. If there are three or more

referred candidates, reasons must be provided, reviewed, and accepted by the CPAC prior to issuance of a second referral list for the same Request for Personnel Action. Final selections must be reviewed by at least one level higher than the selecting official.

a. Under USA Staffing, the minimum area of consideration may vary depending on the needs, attracting applicants from diverse backgrounds, manpower/budget restrictions, and the number and quality of applicants expected. Normally the minimum area will include the CPAC serviced workforce unless a smaller area (command/activity or below) can produce at least five best-qualified candidates. If there are less than five best qualified candidates and the area of consideration included the entire CPAC serviced workforce, the selecting official can either choose to select from the list or request the area of consideration be expanded.

b. Under USA Staffing, vacancy announcements will be posted on USA Jobs.gov and will be open for a minimum period of IO workdays. Supervisors will make and post copies of announcements for employees who do not have webaccess.

c. For each recruitment personnel action under USA Staffing, employees will respond to task based statements in assessment questionnaires. These questionnaires are used to identify both qualified and best qualified (BQ) candidates. Using the applicants' responses and the CPAC determination that they meet the 'best qualified' criteria, at a minimum, 25 qualified candidates, plus ties, will be referred in the BQ category along with any candidates from non-competitive or other recruitment sources, when such sources are used. If there are less than 25 candidates and all are qualified, all will be referred.

d. USA Staffing provides a method for evaluating candidates to determine those who are referable as best qualified under competitive procedures. The names of the candidates will not be released to the selecting official until the referral list is issued.

e. The Employer will provide access to a government computer for employees to submit applications to USA Jobs.gov for vacant positions.

f. Candidates will use the USA Staffing Application Manager for information on referrals and selections.

g. Interviews:

(1) Interviews will be conducted for all GS-13 and above vacancy announcements.

(2) The interview questions must be approved by the selecting official prior to conducting interviews, and a nondisclosure statement will be signed by all panel members and by all interviewees. All candidates will be asked the same questions. The Employer may invite the Union as an observer during the interview. The schedule will not be delayed for Union availability.

(3) Interviews will not be used to test the candidates, but will be concerned with

experience, education, and training. Interview results shall not be given undue weight; rather they should be combined with the results of other evaluation factors to determine the candidate's final position relative to other competitors. Interview results are only part of the overall process and must be used in combination with other evaluation criteria such as experience, education, training, and awards.

h. Interview Panels:

(1) Panels must include a minimum of three members, but five members are preferred. To the extent possible, the composition of the panel should include at least a minority, a female, and a non-minority. The members shall be at a minimum the same, or one grade higher.

(2) The Panel will be selected by the Approving Official.

(3) The Selecting Official may be a part of the panel.

(4) The Employer may invite the Union as an observer during the rating and ranking of candidates accomplished by panels.

(5) Under USA Staffing, the selecting official will consider all referred candidates and provide job related reasons why the selectee is the best candidate for the position. Selection matrices will be prepared and maintained by the selecting official to respond to any inquiries or complaints. Selection matrices will include names and the analyses of all candidates along with weights/reasons for each factor used.

(6) The selected employee will be released not later than the beginning of the first pay period following the pay period in which a release date is requested.

(7) All temporary promotions for more than 120 days to a higher-grade position shall be done competitively. Temporary promotions less than 120 days shall be done competitively thru internal canvas procedures. Prior service during the preceding 12 months under noncompetitive temporary promotions and non-competitive details to higher grade positions count toward the 120 day total.

(8) Actions Not Covered by Competitive Procedures:

The following actions shall be excluded from the competitive procedures:

Promotion resulting in reclassification when:

a. There are no significant change in the duties and responsibilities due to issuance of a new classification standard, an updated Agency-wide classification policy, or the correction of a classification error.

b. The position is upgraded due to accretion of additional duties and responsibilities.

6. Selection matrices will be used to document all selections under USA Staffing. The experience elements used must be based on the requirements of the specific position being filled. The Employer shall ensure that there is a consistent approach used in crediting education, training and awards for similar (same series and grade) positions within their primary organization.

7. The selection criteria, and selection matrix must be developed, pre-approved, and signed by the Selecting Official, and a copy must be provided to the CPAC prior to the issuance of the referral list.

8. Upon request, the selecting officials will provide debriefs to the employee(s) and/or the Union representative for non-selected candidates. The debrief should include, but not be limited to, a redacted hard copy of the selectee(s) resume(s), selection criteria and scores, interview questions and answers, and other pertinent documents that were used during the selection process. The selecting official will provide all the composite scores used to determine the selectee.

9. As an employee's representative in a grievance, the Union may submit a written request for an electronic copy of the referral list developed under USA Staffing, the resume of all selected candidates, the reasons for selection, the selection criteria, and the matrix with the scores of all candidates, but only with the names of the selectee and the concerned employee.

ARTICLE 31

PRIORITY PLACEMENT/SPECIAL CONSIDERATION

Section 1. Consideration. Priority Placement candidates will be given due consideration for bargaining unit vacancies in accordance with Section 2 below. If a selection is to be made where more than one priority candidate is identified and there is no significant qualitative difference among them, service computation date may be used as an additional factor in the selection process.

Section 2. Referral. The order of referral candidates entitled to priority consideration is generally as indicated below:

- a. Employees under notice of RIF.
- b. Surplus employees due to job abolishment.
- c. Employees affected adversely by classification error or new classification standards.
- d. Employees in retained grade status.
- e. Employees failing to meet physical/performance standards through no fault of their own.
- f. Employees previously demoted through no fault of their own.
- g. Employees who failed to receive proper consideration for competitive promotion.
- h. Surplus employees who voluntarily request change to lower grade.
- i. Individuals eligible for the Reemployment Priority List.
- j. Employees concurring in management-initiated lateral reassignment.
- k. Employees needing special placement (workers' compensation recipients, employees who lost security clearance, etc.).
- l. Employees needing reassignment for compassionate reasons.
- m. Employees requesting re-promotion to a grade previously held.

Following consideration of the above priority categories, candidates on other selection lists are considered. The above categories are subject to change, addition or rearrangement that requires consultation with the Union prior to implementation.

ARTICLE 32 (RESERVED)

ARTICLE 33

DETAILED ASSIGNMENTS

Section 1. Definition

A detailed assignment, hereinafter referred to as a detail, is a temporary assignment of an employee to a different position or a set of duties (if no position exists) for a specified period with the employee returning to regular duties at the end of the detail.

Section 2. General

- a. Details are intended only for meeting temporary needs and will be kept as short as possible.
- b. An employee may not have to meet qualification standards for a set of duties to which detailed; however, it is desirable that an employee be qualified for performing the duties.
- c. Employer will make every effort to avoid assigning an employee to a lower grade position.
- d. The employees not selected for a detail will be provided the selectee's name and reason for selection, in writing, if requested.
- e. Details in excess of 30 days will be documented on a request for personnel action and a copy placed in the employee's official personnel file.

ARTICLE 34

COMPETITIVE AREA

The competitive area shall be established IAW guidance in the CFR and after notification to the Union.

ARTICLE 35

COMPETITIVE LEVEL

- a. Jobs that are similar enough in duties in all aspects that the employees can be readily moved from one job to another without unduly interrupting the work program (capable of assuming the full duties of the new position within six months) shall be placed in the same competitive level. Employees shall be informed of their initial competitive level and of subsequent changes.
- b. When requested by an employee, the Employer shall grant competitive level review if the employee feels the competitive level assignment is improper. If the question is not satisfactorily resolved, the employee may request Union representation.
- c. The Union will be invited to attend competitive level reviews.
- d. Management will provide a retention register when an effective reduction in force date has been determined. The agency is responsible for ensuring that each employee's access to retention records is consistent with both the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a).

ARTICLE 36

EMPLOYEE TRAINING AND CAREER DEVELOPMENT

Section 1 - General Provisions

- a. CEHNC and the Union agree that the training and development of employees is of critical importance in carrying out the mission of CEHNC. In recognition of this, CEHNC will provide training and career development opportunities to employees of the bargaining unit. CEHNC is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.
- b. An Individual Development Plan (IDP) will be developed jointly by the Employer and the employee to address employee skills needed in the current position and to prepare for career opportunities. Training and development needs will be discussed and updated during the performance counseling sessions.
- c. Employee training will be documented by entry in the IDP. Employee is encouraged to keep a copy of all training documentation and periodically review for accuracy. It is the employee's responsibility to ensure their record of training is current and accurate.
- d. Nothing in this section is intended to interfere with applicable merit promotion requirements.

Section 2 - Notification

Employees will be notified of approval or disapproval of training requests as soon as possible but in every case prior to the starting date of the training. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities. If not selected for training or the approval status changes, the employee will be notified of the reasons.

Section 3 - Establishing Order of Merit List

If an employee has been selected for a position that has specific training requirements that must be completed within twelve months, that employee will receive priority consideration if the training is available.

ARTICLE 37

SUPERVISOR'S EMPLOYEE WORK FOLDER

In accordance with laws and regulations, supervisors may maintain a work folder for each employee supervised. These folders may include such records as performance plans, counseling records, letters of appreciation, individual development plans, disciplinary actions, personal emergency information, etc. (The aforementioned items are not considered to be all inclusive). Employees have a right to review the contents of their work folder upon request. When an employee moves to another organizational element within their activity, the folder may be forwarded to the gaining supervisor. Employees may request that derogatory information be removed by the losing supervisor before forwarding the folder to the gaining supervisor. The Employer will provide a response to the request in a timely manner. When an employee moves to another activity or agency, the work folder will be destroyed.

Employer will take steps to protect employee personal information from release to unauthorized sources and to reduce the use of personal identification and social security numbers where possible.

ARTICLE 38

JOB SHARING

Job sharing shall be done IAW applicable regulations. The Employer agrees to notify the Union 15 days prior to converting a position to job sharing.

ARTICLE 39

REDUCTION IN FORCE (RIF), TRANSFER OF FUNCTIONS (TOF) AND FURLOUGHS

a. The Employer shall notify the Union at least 120 calendar days, unless circumstances dictate otherwise, in advance of an anticipated RIF, TOF, or furlough. In addition, the Employer shall permit the Union to attend any anticipated RIF, TOF, and furlough meetings. The Employer shall also provide the following information:

- (1) An explanation of the requirement for the RIF, TOF, or furlough.
- (2) The approximate number of employees who may be affected initially.
- (3) The proposed competitive areas and competitive levels that may be affected.
- (4) The anticipated effective date of the action.
- (5) The expected duration of a furlough.

b. The Union may request to negotiate the impact and implementation of RIF, TOF, or furlough within ten workdays of notification. The Employer agrees to meet with the Union within 30 calendar days of the request.

c. The Employer will furnish an unemployment claim form with Letter of Notification of Furlough.

d. Management will provide a retention register when an effective RIF date has been determined. The agency is responsible for ensuring that each employee's access to retention records is consistent with both the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a).

e. Any career or career-conditional employee who is separated by RIF action may register for placement on the Re-Employment Priority List IAW appropriate regulations. An employee may notify the Employer at the time of separation that temporary employment will be acceptable. The employee will be considered for temporary positions based on RIF category priority. Acceptance of a temporary position by the employee on the Re-Employment Priority List shall not affect eligibility for re-employment in a permanent position.

f. Furloughs of 30 consecutive days or more, or more than 22 nonconsecutive workdays, will be implemented IAW OPM regulations governing RIF. Furloughs of less than 30 consecutive days will be implemented IAW 5 CFR, Part 752.

g. The Employer will conduct a RIF in accordance with all laws, rules, regulations, and

negotiated Agreements, to include re-employment and re-promotion rights. The Employer agrees to attempt to minimize involuntary separations by the implementation of an aggressive Outplacement Program. Such outplacement efforts will be implemented as soon as practicable.

h. At the time of any RIF, all affected employees will be given an informational briefing covering the rules, regulations, and employees' rights, which govern and are applicable to a RIF.

ARTICLE 40

REORGANIZATION

a. It is agreed that the Employer shall notify the Union no less than 30 calendar days, or as soon as possible, in advance of an anticipated reorganization/realignment. The Employer shall provide the Union an opportunity to participate throughout the process.

b. The Union will be briefed in the following manner:

(1) The rationale for the reorganization will be provided.

(2) The briefing will show the current and proposed organizational structures to include grade, title, series, and other proposed reorganizational information, as appropriate.

(3) Any adverse actions will show the grade, series, title, and names of employees affected, when available.

(4) As additional information becomes available, the Union will be notified.

c. Individual/Position realignment is not covered under this article.

ARTICLE 41

REASSIGNMENTS

Section 1 - General

a. Definition

For purposes of this Article, a reassignment means a change of an employee from one position to another while serving continuously within CEHNC, without promotion or demotion. Because they are permanent, all reassignments will be documented in the employee's electronic Official Personnel Folder (eOPF).

b. Voluntary Requests for Reassignment

Employees may, in writing, make request for voluntary reassignments.

c. Leave

All leave previously requested and approved will be transferred with the employee. The employee will make the gaining Supervisor aware of such leave in a timely manner.

d. If more employees volunteer than vacancies exist, CEHNC will select from the qualified volunteers. If there are an insufficient number of volunteers, then Seniority should be considered.

e. Seniority shall be defined as in Article 23.

f. Reassignment to a position that provides specialized experience that the employee does not already have and is required for subsequent promotion to a designated higher-graded position and/or to a position with known promotion potential must be made on a competitive basis. All reassignments shall be done, prompt, fairly, and equitably.

Section 2 - Administrative/Involuntary Reassignments

Administrative reassignments/involuntary reassignments are reassignments initiated by CEHNC to meet valid operational needs. When such a reassignment is to be done, CEHNC will provide the local union with 15 calendar days' notice, and bargain to the extent required by law and this agreement prior to effectuating the involuntary reassignment. In an emergent situation where CEHNC has less than 15 calendar days' notice of the need for the reassignment, CEHNC will provide the local union with as much advance notice as it has, and a written explanation of why the 15 day timeframe could not be met. CEHNC will provide the local union with the reasons for the action, the number/title(s) of positions affected, and the actions CEHNC intends to take to reduce the impact on employees. The selected employee(s) shall be given an opportunity to reply in writing within 15 calendar days after receipt of the reassignment notice.

Section 3 - Reassignments for Medical Reasons

a. Employees who are unable to perform their assigned duties as certified by a health care provider may voluntarily submit a written request to CEHNC for assignment to duties commensurate with the serious injury or illness and the employee's qualifications. The request will be accompanied by medical certification. CEHNC may require that such requests be reviewed by a federal medical officer for medical sufficiency and appropriate recommendations. CEHNC will consider such requests in accordance with applicable rules and regulations and medical recommendations.

b. CEHNC will, to the extent that it is operationally feasible, reassign the employee to an appropriate vacancy or duties and responsibilities within his/her own section. Such reassignment will be commensurate with the employee's limitations and qualifications. Employees will continue to be considered for promotional opportunities for which they are otherwise qualified.

ARTICLE 42

SURPLUS EMPLOYEES

The Employer shall notify the Union in advance of reorganizations, realignments, or other actions that will result in declaring employees as surplus. Whenever management generates a surplus list, a copy will be provided to the Union. At the request of the employee, the Employer will provide justification for eliminating the employee's position. The Employer and the Union agree that declaring an employee surplus does not reflect on the character of the employee nor does it reflect on the employee's retention status in RIF.

ARTICLE 43
(RESERVED)

ARTICLE 44
(RESERVED)

ARTICLE 45
TEAM LEADERS

1. Unless otherwise excluded, employees who are not performing supervisory duties within the meaning of 5 USC 7103(a)(10) shall be included in the bargaining unit covered by this Agreement.
2. Employer will inform employees of the duties of their team leader.

ARTICLE 46

PAY

Section I. Payment

Wages, including overtime, holiday and premium pay, shall be paid IAW this Agreement and applicable law and regulations.

Section 2. Loss of Pay

Payroll errors resulting in any loss of the employee's net earnings shall be corrected and payment disbursed expeditiously after employee notification to the servicing Defense Finance and Accounting Service (DFAS) office through completion of the applicable forms.

Section 3. Overpayment

If an employee is overpaid for any reason and fails to respond to a notice that the full amount will be withheld during the following pay period(s), the fees and reimbursement may be withheld from the employee's pay unless the employee makes other acceptable arrangements with the servicing DPAS office. Employees who have been overpaid may request a waiver for the repayment of such moneys. Upon request, the Employer agrees to assist employees in obtaining the appropriate waiver forms.

Section 4. Hazardous Pay

The Employer agrees to pay hazard pay differential to employees who are assigned to and perform hazardous duty and/or duties involving physical hardship as specified by appropriate regulations.

ARTICLE 47
INCENTIVE AWARDS

The Incentive Awards Program will be administered on a fair and equitable basis. Upon request, the Union shall be provided statistical data that management normally maintains concerning the awards program.

ARTICLE48

WITH-IN GRADE INCREASES FOR GS EMPLOYEES

a. Advancement in pay, called "within grade" increases, is provided for GS employees whose most recent performance appraisal is at an acceptable level of competence and who have met the prescribed length of service in grade (waiting period) in accordance with U.S.C. 531-404.

b. If the employee's most recent performance appraisal is not at an acceptable level thereby causing the within grade increase to be withheld, the employee may be given not less than 120 days to improve performance to an acceptable level prior to the Employer conducting a new performance evaluation. The denial of a within grade increase is grievable or an employee may complain through EEO channels or Merit System Protection Board under the terms of this Agreement.

ARTICLE 49

TOTAL ARMY PERFORMANCE EVALUATION SYSTEM

Section 1. Performance Plans

Within 30 days of the beginning of the rating period, the rater will meet with the ratee to discuss the objectives that will be rated and established by the performance plan. The ratee will be given the opportunity to provide input that will be considered by the rater before implementing the performance plan. The plan shall be written where objectives are reasonably attainable, measurable, and define what is required for success. A legible copy of the performance plan (DA Form 7222-1 or DA Form 7223-1) will be given to the ratee at the beginning of each rating period. If the performance plan changes during the rating period, the ratee will be counseled by the rater on the proposed changes and will be given the opportunity to provide input for consideration. The ratee will not be rated until having served 120 days on the new or adjusted performance plan.

Section 2. Performance Counseling

Performance counseling will be done at least three times a year. If a ratee is not meeting the performance plan, the rater must discuss this with the ratee and assist the ratee in improving said performance (e.g., training, closer supervision, and short-term goals.) During counseling sessions, the rater shall give examples of excellence, if requested. A written record of the counseling sessions will be given to the ratee. The ratee may make written comments (if desired) concerning the counseling session and provide them to the rater for the record. The Counseling Checklist/Record (GS 8 and below) and Support Forms (GS 9 and above) will be initialed by the raters and the ratee in the appropriate column. If the ratee refuses to initial the blocks, the rater will note and date the refusal in the same.

Section 3. Performance Evaluation

If progress has been made in a task but has not been completed for reasons beyond the ratee's control or by mutual agreement, the rater shall evaluate only the completed portion. If the rater places notations on the forms reflecting accomplishment of responsibilities/objectives, the date of accomplishment will be included. If entry into a new position occurs less than 120 days before the previous rating period ends (and minimum rating period of 120 days has been served), the ratee will receive an early final performance rating. If entry into a new position occurs 120 days or more before the previous rating period ends (and the minimum rating period of 120 days has been served), the ratee will receive a special rating from the present rater within 20 workdays after the employee leaves the position. Employees will be advised at the beginning of each rating period as to whether input from a team leader will be considered in the supervisor's determination of the overall performance rating. If a team leader's input is used, such input must be reduced to writing

and a copy provided to the employee, upon request. Any unfavorable information used by the rater to determine an employee's rating will be documented and made available to the ratee upon request. Ratee dissatisfactions concerning the performance appraisal process are subject to the grievance procedure.

Section 4. Values and Ethics

The DA values and ethics evaluations are intended to document positive aspects of the ratee's contributions that do not necessarily result in work output. As part of performance counseling sessions, raters will advise ratee's if the ratee is or is not supporting DA values and ethics and indicate what action the ratee may take to show support. Ratee's may make comments regarding values and ethics on the rating form or by addendum as appropriate.

Section 5. Career Appraisals

The Employer and the Union agree to abide by provisions of 5 CFR 430. Further details and references to the law can be found at the Agency, CPAC and the Union Office,

ARTICLE 50

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- a. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon race, color, religion, age, sex (gender), physical or mental handicap, sexual harassment, national origin, or reprisal.
- b. The Union and the Employer shall cooperate to the fullest extent to assure equal opportunity in hiring, training, promotions, and other conditions of employment for all employees.
- c. The Union recognizes that the Employer has the responsibility for development and implementation of an Affirmative Action Plan (AAP). The Union agrees to work in concert with the Employer in support of this program consistent with current rulings of the U.S. Supreme Court.
- d. Activities, facilities, services, and training programs operated, sponsored, or that involve participation by this installation will be made available to all employees without discrimination.
- e. The Employer's EEO Officer shall provide a copy of the annual progress report on the EEO Program to the Union, and also a copy of published statistical information to the Union when such information is specifically requested and identified.
- f. Any employee who initiates an EEO complaint is entitled to elect representation of his or her choice.

ARTICLE 51

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: General

a. The purpose of this article is to provide mutually acceptable method for the prompt and equitable settlement of grievances. This is the exclusive procedure available to the Employer and the Union and employees in the bargaining unit for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level of both the Employer and the Union.

b. Nothing in this article is intended to deny an employee or group of employees in the bargaining unit the right to file grievances. Employees filing a grievance under this procedure may represent themselves or be represented only by a designee of the Union. Employees who elect to represent themselves must do so IAW this agreement. The Union will be notified and has the right to be present during grievance proceedings covered under this Agreement. When the grievant elects Union representation, meetings and communication with regard to resolutions shall be made through the designated Union representative. For employees on flexi-tour, the parties agree to schedule all steps in the grievance process during the core hours of the grievant and representative unless the parties mutually agree otherwise.

c. The filing of a grievance will not adversely impact an employee's reputation, performance appraisal, or value to the Employer. Employees, employee representatives, and all other persons involved in the grievance process will be free from restraint, interference, coercion, discrimination, or reprisal.

d. An employee or group of employees filing a grievance under this Agreement can be self-represented or represented by the Union or a representative approved in writing by the Union President.

e. When representing bargaining unit members, the Union agrees not to take a grievance outside this negotiation procedure until the provisions of this Agreement have been exhausted or the grievance is cancelled.

f. The Employer and the Union agree that in the case of a grievance involving a group of employees who have identical grievances, one grievance shall be selected by the Union for processing and the decisions from that grievance shall apply to all grievants.

g. If an employee who has filed a grievance moves to another federal agency, resigns, dies, or is no longer a Federal employee before a decision is reached and there is no question of financial compensation involved, the grievance is null and void unless specifically provided for in another part of this contract. A copy of this notification shall be made a part of the official record.

h. Electronic correspondence may be used in lieu of a hard copy, however, it is incumbent upon the sender to verify receipt. All parties shall provide current email addresses.

i. If the Employer does not meet the timeframe at any step of the grievance procedure, the grievance can be elevated to the next level. If the employee or the Union does not meet a grievance timeframe, the grievance may be terminated. However the parties can mutually agree to extend timeframes.

Section 2: Coverage

a. The procedures set forth in this article cover the following:

(1) Interpretation, application and/or violation of this agreement

(2) Personnel actions

(3) Interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including OPM, that concerns conditions of employment, as may be appropriate under law. Except as otherwise provided for in this Agreement, matters expressly excluded by law or regulation or for which a statutory appeal right exists are excluded from coverage under this procedure. Any claim of RIF, adverse action, and EEO issues can be taken either through the grievance (including Alternative Dispute Resolution (ADR)) appeal, or EEO procedure. However, only one of these procedures can be utilized. Prior to arbitration under the grievance procedure, the Union can decide to either pursue EEO issues in a grievance to arbitration or to the EEO Commission, but not both. An arbitrator's decision on EEO issues will be binding on both parties and can only be appealed to the FLRA or appropriate appeal authority.

b. Employees may file grievances concerning suspensions of 14 days or less beginning with the Third Step of this grievance procedure. These grievances must be filed within 20 workdays after receipt of the decision letter or within 20 workdays after the effective date, whichever is later. The employee may choose to be represented by the Union, and the Union representative will be granted an appropriate amount of official time.

c. An individual grievance cannot be filed under this procedure nor can the ADR procedure be used unless the resolution or the corrective action sought is under the control of the Commander or equivalent levels who are a party to this agreement, the employee is a member of the bargaining unit subject to this agreement, the relief sought by the grievant is personal in nature, and the grievant can cite an article of the Agreement, regulation, rule, and/or policy to include the paragraph considered to have been violated.

Section 3: ADR Procedure

a. General: The purpose of this article is to provide a method applicable to bargaining unit employees for the goal of a mutually satisfactory settlement of complaints. This procedure utilizes a mediator and a less formal process to assist the employee (s) and the Employer in crafting a solution to a complaint. If the Parties agree to participate in mediation, the informal period will be extended an additional 60 days to accomplish the mediation. If mediation is successful, a negotiated settlement agreement will be signed by the participants. If mediation is not successful, the grievance procedure may be invoked at the Third Step.

b. Procedure:

(1) Employees desiring to utilize this dispute resolution procedure must notify the supervisor in writing within 20 workdays after the act, or knowledge of the act, or specific incident-giving rise to the complaint. A complaint based on continuing conditions may be presented at any time. Failure to adhere to the stated time limit shall result in the loss of the opportunity to use this procedure unless the Employer is agreeable to granting an extension of the time limits.

(2) The employee's notification must explain the nature of the employee's complaint to include the article of the Agreement, regulation, rule, and/or policy to include specific paragraph that the employee considers to have been violated. The written notice will be in the following format:

ALTERNATIVE DISPUTE RESOLUTION NOTICE

Employee Name: _____ Series and Grade: _____

Duty Title: _____ Organization: _____

Telephone Number: _____ Immediate Supervisor:

Union Representative (if any) and Telephone Number

Nature of the complaint including the articles of the Agreement, regulation, rule, and/or policy to include specific paragraph that the employee considers to have been violated and an explanation of how the alleged violations occurred and the specific personal relief being sought.

Employee's Signature _____ Date _____

Receipt/Acknowledge (signature of immediate supervisor) _____

Date Received __ _ Date Returned to Employee __ _

(3) The immediate supervisor will sign and date the receipt/acknowledgement line on the notification form, return a copy to the employee, and will begin the process to institute the dispute resolution procedure within ten additional workdays. Personal delivery of the notification form between the employee and the supervisor would be most efficient and is recommended.

c. The ADR procedure consists of the following steps:

Step 1: After proper notification by the employee, the immediate supervisor, within ten workdays, will advise the CPAC (Management, Labor, Sustainment Division (MLSD)) of the employee's choice to utilize this dispute resolution procedure.

Step 2: The CPAC will seek the services of a neutral, professional mediator to aid and facilitate the parties in achieving settlement of the dispute. Both parties agree to use FMCS. The Employer will provide a facility and equipment necessary and appropriate for holding mediation sessions. The CPAC will coordinate the date, time, and location of the mediation session and provide written confirmation to the primary parties.

Step 3: The mediation session will be held on a normal workday for the employee and will last no more than eight hours. If no conclusion or resolution is reached before the end of eight hours, the mediation process will be terminated and considered finished unless all primary parties, including the mediator, agree to continue. The employee will be entitled to have a Union representative at the mediation session to assist the employee in presenting the case. The employee may offer witnesses who voluntarily agree to appear at the mediation session at their own expense. Such witnesses who are Federal employees will be on duty time during participation if they would otherwise be in a duty status. The Employer may also offer witnesses at the mediation sessions. The Employer will choose individuals to represent Management who have the authority to agree to any resolution reached.

Step 4: If the parties reach a resolution, the written Agreement will be signed by the employee, the Union representative (if any), and the Management Official with decision authority, the agency representative, and the Mediator. A copy will be given to all primary parties present at the mediation session. The Employer may provide the terms of the settlement to personnel who have a need to know. The employee and the Union agree that the employee's complaint is resolved and the employee's right to file a grievance under the negotiated grievance procedure regarding this complaint is nullified by the settlement.

Step 5: If no resolution is reached in the mediation session, the result will be documented and signed by the participants. The employee may then initiate Third Step of the grievance procedure in accordance with the provisions of this contract within 20 workdays following the date of the mediation session.

Section 4: Traditional Three-Step Grievance Procedure

a. The traditional three-step grievance procedure may be used for any grievable matter.

b. First Step:

1. The employee or the employee's representative will notify the employee's immediate supervisor of the intent to file a grievance under the negotiated grievance procedure. This notification must be within 20 workdays of the incident, act, or knowledge of the act that is the subject of the grievance. Grievances resulting from ongoing conditions may be presented at any time. The supervisor will acknowledge the request and coordinate a time and date for the meeting. At the meeting, the employee and his Union representative, if any, must present (may be orally) the nature of the problem for resolution and the personal relief sought. If the employee filing the grievance is not being represented by the Union, the supervisor will notify the Union of the date, time, and place of the First Step meeting, and they will be invited to attend.

2. Failure to adhere to the 20 workdays time limit may result in the grievance being rejected for being untimely unless an extension has been mutually agreed upon.

3. The Immediate Supervisor will attempt to resolve the grievance if possible. If the grievance is beyond the scope of the supervisor's authority or if it cannot be resolved the First Step meeting will serve to clarify the issues or by agreement of the parties will be elevated to the Second Step.

4. The Immediate Supervisor will render a brief written decision to the grievant and the grievant's representative, if any, within 10 workdays after the conclusion of the First Step meeting. The Second Step official will be identified, if needed.

5. If the grievant is not satisfied with the Immediate Supervisor's decision, the employee can go to Step Two within 10 workdays after receiving the decision.

c. Second Step:

1. The request must include the grievant's name, title, series, and grade; immediate supervisor; employing organization (as stated on the most recent Notification of Personnel Action SF 50); current work telephone number; name of union representative (if any); representative's work telephone number; the nature of the grievance, including the specific portion of the negotiated agreement, regulation, law, or policy which the grievant feels have been violated in relation to the grievance; the personal relief sought; the date prepared; and the grievant's or representative's signature. This information must be provided on the ADR-2nd Step form. See Appendix A, B, & C for suggested forms. If the above-required information is not provided, the request will be returned without action.

2. The Second Step deciding official must be the Director or equivalent having the authority to resolve the grievance. The Second/Third Step deciding officials will make every effort to avoid delegating responsibility.

3. The Second Step meeting will be scheduled by the Employer at a mutually agreeable time within 15 workdays of the date of receipt of the request for a Second Step, or as soon as all parties are available.

4. Documents relating to the grievance and utilized by any party at this meeting shall be made available to the other parties, subject to legal, regulatory, or other restrictions (e.g., Privacy Act). By mutual consent, the Union and/or the Employer may have trainees present during the meeting. The grievant or Union representative, if any, shall present the case for the grievant and question any witnesses. The Second Step deciding official shall provide a person from within the Employer's work force to take minutes as close as possible to recording verbatim testimony of the proceedings. A tape recorder will be utilized as long as it is agreeable to both parties. The Second Step deciding official will render a decision within 20 workdays of the meeting. The process is as follows: The Second Step deciding official shall provide to the Union a copy of the written minutes within 5 workdays. The Union will provide any clarifying comments to the Second Step deciding official within 5 workdays of receipt of the written minutes. The Second Step deciding official shall render a written decision to the employee, Union representative, and Union President with minutes, documentation, and the basis for the decision (including minutes of Second Step meeting) within 10 workdays.

5. Peer Panel Option. Any employee can choose to utilize a peer panel at the Second Step. If the employee elects the peer panel, the employee shall nominate four employees to be on the panel within 5 working days. The employees shall be of equal or higher grade than the grievant, and shall not be supervised by the same first-line supervisor as the grievant. The Second Step deciding official shall select three of the four employees to serve as the panel and coordinate with all parties. The panel will hear the grievance and each panel member will make an advisory decision within 10 workdays of the Second Step hearing's conclusion. The peer panel decision is the majority of the individual's peer panel member advisory decisions. The Second Step deciding official reviews the advisory decisions and has 10 workdays to render a final decision. If the Second Step deciding official and the grievant accept the conclusions of the majority of the panel members, the decision shall be final and preclude any further appeal under this article. At the peer panel hearing, the grievant or representative will present the case, which may include exhibits and witnesses. A copy of each peer panel member's advisory decision and the Second Step deciding official's final decision will be furnished to the grievant, Union Representative, and Union President.

d. Third Step:

1. If the Second Step or Peer Panel grievance decision is not acceptable, the employee or Union representative may invoke the Third Step grievance within 15 workdays of receipt of the Second Step decision. The grievance must be in writing and include the following:

(a) THRU: Supervisory Channels

- (b) TO: Appropriate Employer, ATIN: CPAC
- (c) Filing grievance in accordance with the Agreement
- (d) Name and organization of employee
- (e) Union representative (if any)
- (f) Statement of whether a position paper will be submitted
- (g) Nature of grievance with violations of agreement, law, and regulations listed
- (h) Statement that the grievance has gone through the First and Second Step grievance process unless the grievance began at the Third Step.
- (i) Copy of the Second Step grievance and the Second Step decision attached not applicable if grievance started at the Third Step.
- (j) Personal relief sought
- (k) Copy to the Second Step deciding official, Union representative, Union President, and informational copy to CPAC servicing MER Specialist (Management Employee Relations Specialist).

2. The grievant or the grievant's representative and the Second Step deciding official may both submit a position paper. The position paper (s) will be sealed and sent through the CPAC to the appropriate commander or his designee within 15 workdays following the Third Step submission. The parties can mutually agree to extend timeframes.

If desired, Union and Management will be allowed not to exceed 15 minutes each to orally brief the Commander or designee as situation requires. The Union must request the briefing within 5 workdays after submission of the position paper or the Third Step submission if no position paper is submitted. Only the Second Step deciding official and the Union representative (or grievant if representing self) will participate in the meeting. Any exceptions to this attendance will require the concurrence of both parties. If the grievant is self-represented, a Union representative may be present as an observer.

a. The Commander or designee will grant or deny the grievance. The Third Step deciding official will render a decision and provide the complete grievance package to the grievant and to the Union office within 30 workdays of the position paper submission. The 30 workdays can be extended by mutual agreement.

b. If the decision is not acceptable, the Union may invoke arbitration in accordance with this agreement.

Section 5: Union-Employer Grievance Procedure

When a grievance arises between the Employer and the Union that is not an individual or group grievance and involves matters that fall within the scope of this agreement, the following process shall be used to resolve the issue. The grieving party will inform the other party of the grievance within 15 workdays after the act or knowledge of the act, giving rise to the grievance. Within 10 workdays, the grieving party will schedule a meeting between the two parties. The grieving party will notify the other party once it has determined that further discussion will not resolve the issue. Within 20 workdays of such notification, the grievant may invoke arbitration in accordance with the procedure described in this contract.

Section 6: Arbitration

a. This article provides the procedure for determining whether an issue is grievable or subject to arbitration and for addressing unresolved grievances that have been processed under the provisions of this article that arise from the interpretation, application, or violation of this agreement. Arbitration may be invoked by the Employer or the Union, but not by the employee.

b. A request for arbitration by the Employer or the Union must:

1. Be in writing and addressed to the Commander or the President of AFGE Local 1858, as appropriate;

2. Specify the nature of the grievance, including the specific portion of the negotiated agreement, regulation, law, or policy;

3. Specify the personal relief sought;

4. Be submitted within 20 workdays following receipt by the employee of the Employer's decision issued in accordance with this grievance procedure or receipt of notice rejecting an issue for grievance or arbitration by either party.

5. No later than 20 workdays from date of the written request for arbitration, the party requesting arbitration will contact the Federal Mediation and Conciliation Service (FMCS) for a list of five potential arbitrators. The FMCS fee will be shared equally. Upon receipt of the list, the requesting party will schedule a meeting with the responding party to occur within 20 workdays to select an arbitrator. At this meeting, the parties will mutually agree on an arbitrator. If the parties cannot agree, the parties will take turns striking one name from the list of arbitrators until only one-name remains. If the responding party does not meet within 20 workdays of the request to strike for an arbitrator, the requesting party will unilaterally select an arbitrator, notify the responding party, and the responding party will assume the cost of the fee and expenses of the arbitrator. Conversely, if the requesting party does not meet within 20 workdays of the request to strike for an arbitrator, the responding party will unilaterally select an arbitrator, notify the requesting party, and the requesting party will assume the cost of the fee and expenses of the arbitrator.

6. The arbitration hearing shall be held during normal business hours Monday through Friday. In accordance with applicable regulations, the grievant, the grievant's representative and necessary DA witnesses shall participate without loss of pay or charge to leave. The Employer will provide video teleconference capabilities for DA employee grievant/witness whose permanent duty station is outside Huntsville/Redstone Arsenal commuting area to preclude travel and per diem costs.

7. In the case of arbitrations to determine whether an issue is grievable or subject to arbitration, the arbitrator will designate the winning and losing party in the decision. The losing party will pay the fee and expenses of the arbitrator. In all other cases of arbitration, all fees relating to the arbitration will be jointly shared except for the hearing transcript. The Employer will allow the Union to reproduce the transcript at their own expense, if allowed. Travel and per diem costs to the Employer shall be limited as specified in applicable regulations. The requesting party will pay the cost of grievant and witnesses who are not DA employees.

8. The arbitrator shall be requested to render a decision as soon as possible, but no later than 20 workdays, after the hearing unless the parties agree otherwise. The arbitrator shall have the authority to interpret this agreement but not to change, alter, amend, or modify the agreement. The arbitrator's written decision will be binding, include a statement of the basis for the decision, and provided concurrently to both parties.

9. Either party may file an exception to the arbitrator's decision with the FLRA or Federal court as appropriate. In the event one of the parties files an exception, the arbitrator's decision will be held in abeyance until the FLRA or Federal court issues a decision.

10. Neither party will issue a news release on any case until a final decision has been rendered.

APPENDIX A

ALTERNATIVE DISPUTE RESOLUTION NOTICE

GIVE TO IMMEDIATE SUPERVISOR

ALTERNATIVE DISPUTE RESOLUTION NOTICE

Employee's Name _____ Series and Grade. _____

Title _____ Organization _____

Telephone Number _____ Immediate Supervisor _____

Union Representative (if any) and Telephone Number and/or Email Address:

Nature of the complaint including the article of the Collective Bargaining Agreement, regulation, rule, and/or policy to include the specific paragraph(s) that the employee considers to have been violated and an explanation of how the alleged violations occurred and the specific personal relief being sought:

Employee's Signature _____ Date: _____

APPENDIX B

FIRST STEP GRIEVANCE NOTICE

Date: _ _ _ _ _

(Immediate Supervisor) _ _ _ _ _

FROM: _____

SUBJECT: First Step Grievance Notice

This is to notify you that I am filing a first step grievance concerning

My Union representative is: - - - - -

Telephone Number and/or E-mail Address _____

Please contact my representative and I on a mutually agreeable, date, time, and location of said meeting.

(SIGNATURE)

APPENDIX C

SECOND STEP EMPLOYEE GRIEVANCE REPORT

Give to Immediate Supervisor

Second Step Employee Grievance Report

Employee's Name. _____ Series and Grade _____

Title _____ Organization _____

Telephone Number _____ Immediate Supervisor _____

Union Representative (if any) and Telephone Number and/or Email Address:

Nature of the complaint including the article of the Collective Bargaining Agreement, regulation, rule, and/or policy to include the specific paragraph(s) that the employee considers to have been violated and an explanation of how the alleged violations occurred and the specific personal relief being sought:

Employee's Signature: Date: _____

ARTICLE 52

DISCIPLINE - ADVERSE ACTIONS

Section I. Definition

Disciplinary actions under this article include written reprimands, suspensions, demotions, or removals taken for disciplinary reasons. This article does not apply to performance-based actions taken under Title 5 USC, Chapter 43.

Section 2. Prevention

The Employer and the Union agree that primary emphasis shall be placed on preventing situations requiring disciplinary or adverse action through effective employee-management relations. If it is proven that false statements are knowingly made against an employee, the person making such statements may be subject to disciplinary action.

Section 3. Preliminary Investigation

Employees shall not be disciplined except for such reasons as will promote the efficiency of the Federal Service. Prior to deciding whether or not a disciplinary action is warranted, the immediate supervisor or the designated representative, shall undertake a preliminary investigation and hold discussions with the employee concerned. When the supervisor holds discussions with the employee during a preliminary investigation to determine whether or not disciplinary action is warranted, the supervisor shall tell the employee the purpose of the investigation, and the employee shall be entitled to have a union representative present.

Section 4.

Disciplinary actions shall be initiated only after a thorough preliminary investigation has been completed and the facts revealed by this investigation clearly indicated that disciplinary action is necessary. The Employer shall agree that disciplinary actions will be processed in a timely manner and taken for such reasons as will promote the efficiency of the Federal Service.

Section 5.

The Employer agrees that disciplinary procedures shall be administered in a fair and impartial manner, and that no employee will be disciplined except as provided by law and regulation.

Disciplinary actions, in order to be effective, should be timely.

Section 6.

Disciplinary action shall be administered against offending employees for corrective or punitive reasons, depending upon the nature of the misconduct. Unless inconsistent with established agency policy, the Employer may consider progressive discipline.

Section 7.

The Employer agrees to consider using the Agency Table of Penalties and relevant mitigating, extenuating, and aggravating factors in selecting penalties.

Section 8.

The Employer agrees to the following:

- a. A notice of proposed action shall be provided for disciplinary actions consisting of a suspension, demotion, or removal.
- b. Notices of proposed action shall include all required information and state the specific reason(s) for the action. The Employee or the employee's representative shall be provided all information/documentation used to support the disciplinary action upon request. While the parties recognize that an action may be initiated at any time, the Employer agrees the action should be timely.
- c. Except where there is justifiable cause to provide less time, the employee shall be provided 15 workdays to respond verbally and/or in writing to a notice of proposed action. Appropriate extensions may be afforded, when requested in writing and granted in writing. The proposed action shall list all reasons that are used as the basis of the offense for which charged.
- d. The Employer shall notify employees of their discipline-related rights, to include the right to Union representation and the right to grieve and appeal IAW applicable laws and regulations. The Employer also agrees to include in decision letters, a statement that future incidents of misconduct may result in more severe discipline.
- e. If a decision is made as a result of an appeal or grievance to modify or reverse an adverse action or disciplinary action against an employee, the activity shall initiate actions to restore the employee's lost pay and benefits, in a reasonable timeframe.
- f. Unless inconsistent with established agency policy, oral and written counseling may be considered the first steps toward progressive discipline.
- g. Employees being given an adverse action (as defined by the OPM) are entitled to appeal to the Merit Systems Protection Board or may file a grievance under the negotiated grievance procedure contained in this Agreement, but not both. Employees cannot file an appeal, grievance, EEO complaint, and prohibited personnel practice on the same action.

ARTICLE 53

SECURITY CLEARANCES

1. Employees whose security clearances have been suspended have all the rights under the security regulations to appeal the suspension and/or revocation.
2. The Employer will consider, subject to security requirements, requests to accommodate the employee at the same pay level in a position or detailed to a set of duties until all appeals have been exhausted. If an employees' position does not require a security clearance then the requirement can be removed.
3. The Employer will provide the Union a quarterly report showing the total number of employees whose security clearances have been suspended and/or revoked during the current quarter and year to date.

ARTICLE 54

POLITICAL ACTIVITY - HATCH ACT

The Union and Employer agree to abide by the provisions of the Hatch Act, as amended.

ARTICLE 55

(RESERVED)

ARTICLE 56

EMPLOYEE ASSISTANCE PROGRAM

a. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. In addition, the parties recognize that personal, emotional, financial, marital, family, and legal problems, etc., may also create medical-behavioral problems. Each of these problems may cause poor attendance and declining performance on the job. It is recognized that each problem has its own identity and will be treated as such. Employees who suffer from any one of these problems may have an adverse impact on their co-workers.

b. All members of the bargaining unit and their families will be given the opportunity for treatment and counseling under the Employer's Employee Assistance Program (EAP).

c. EAP is designed to assist employees in:

(1) Prevention of alcohol abuse and alcoholism.

(2) Prevention of drug abuse and dependency on drugs.

(3) Referral for treatment of emotional-behavioral problems.

(4) At the employee's discretion, counsel with families of employees with alcohol, drug abuse, or emotional-behavioral problems.

(5) Attempting to restore to effective and reliable duty all employees who are failing to function properly on their jobs because of problems attributable to alcoholism, drug abuse, or emotional-behavioral problems.

d. Sick leave and annual leave when available and requested by the employee will be granted to employees for the purpose of treatment the same as provided to other employees who are sick. Subject to workload, with supervisory approval, administrative may be granted to employees in the program to attend on-post meetings/counseling during duty hours.

e. The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from alcoholism, drug abuse, or emotional-behavioral problems to voluntarily seek counseling and information from the EAP. The earlier that an employee's problems relating to alcoholism, drug abuse, or emotional-behavioral problems can be identified, the more favorable are the employee's chances for a satisfactory solution to the problems.

f. When a supervisor, through daily job contact, observes that an employee is

experiencing difficulties in maintaining job performance, the supervisor will discuss the apparent difficulties with employee. If the employee is unable to correct job performance difficulties through the employee's own efforts, the supervisor will arrange to offer the employee confidential assistance and services that are available.

g. The focus on corrective interviews by supervisors is restricted to the issue of job • performance. Opinions or judgments on employees with alcoholism, drug use, or medical-behavioral problems are prohibited. It must be re-emphasized that all referrals by supervisors must be made on an objective and factual basis.

h. Employees who agree to treatment counseling, medical treatment, rehabilitation treatment, or any other treatment shall not be subject to disciplinary and/or adverse action for 90 days so long as they remain successful in the program. The employee may be evaluated to determine if any disciplinary and/or adverse action should be taken (after 90 days). This provision does not apply to those employees found to be substance abusers for subsequent occurrences or commit an offense warranting punitive adverse action.

i. If an employee accepts help from the EAP for treatment of alcoholism, drug abuse, or emotional-behavioral problems, the employee will receive counseling and be referred to community resources or facilities for appropriate assistance.

j. In the event that the Employer determines that an employee should seek help from the EAP, the employer agrees to support the employee's request for Union representation if desired.

k. Management will ensure that all employees are given the opportunity to participate in the required activities of the EAP.

ARTICLE 57

CONTRACTING OUT

1. The Employer will notify the Union of any substantive change to the laws, rules, and regulations governing contracting out and privatization that will impact the conditions of employment of the bargaining unit and will consult and/or negotiate, as appropriate, based on the impact of the changes.
2. When contracting out of a function that is performed by bargaining-unit members is being considered, the Employer will notify the Union in writing as soon as practicable and will consult fully and openly with the Union throughout the process.
3. The Employer will announce the intent to conduct a cost competition study or direct conversion immediately after DA announces the study to Congress. The initial notification will be to the Union leadership. The affected workforce should be briefed immediately after the announcement prior to any formal announcement to the general public. The briefing shall address the exact scope of the study and information that the employees will be required to submit through the course of the study.
4. If the agency decides to contract out any of the functions performed by bargaining-unit employees, the Employer will make reasonable efforts to minimize the adverse consequences of the decision on those employees.
5. The Employer will brief the affected employees and the Union at least monthly throughout the process. The Employer agrees to give the Union an opportunity to present views regarding matters relevant to management studies conducted in the course of commercial activities cost studies. Such matters include the performance work statement and the most efficient organization.
6. The Employer will furnish the Union a copy of the solicitation and all amendments at the time of issuance. The Employer will include a Union representative in any group site visit conducted for potential bidders.
7. The Union will be invited to attend the announcement of the results of the cost comparison determination.
8. In accordance with the statute, the Employer will provide the Union upon request, a copy of the contract.
9. The Employer agrees to make every possible effort to place employees who are affected by a contracting-out decision into other Civil Service jobs at an equal or lower graded position

ARTICLE 58

BARGAINING UNIT EMPLOYEES' INTERACTION WITH CONTRACTORS IN THE WORKPLACE

A contractor in the workplace is defined as non-government employee working on site under an on-going Government contract.

ARTICLE 59

UNION USE OF GOVERNMENT FACILITIES

a. The Employer agrees to furnish Government office space for Union use provided occupancy of such space by the Union does not restrict the Employer's mission capability, is practical, and is deemed beneficial to both parties. The space furnished will meet the requirements of AR 210-16 at no cost.

b. The Union agrees to utilize Government office space only for the purpose of conducting Union affairs performed for the benefit of or on behalf of the bargaining unit. The space provided will be maintained in an orderly fashion and in accordance with applicable security requirements.

c. The Union will be furnished at least one Class A telephone. Union officials will be granted access to the Employer's office and ADP equipment and supplies as available and required for use in carrying out official representational duties.

ARTICLE 60

DELIVERY OF UNION LITERATURE

The Employer agrees to provide a link to the Union website from the CEHNC Homepage. The Employer also agrees to distribute e-mail from the Union to employees. The content of the e-mail will be limited to a brief description of the topic and contain a link to a Union-directed website.

ARTICLE 61 (RESERVED)

ARTICLE 62

EMPLOYER SPONSORED HEALTH PROMOTION PROGRAM

This program is designed to reinforce the Army's focus on health and fitness. Participation in the program allows for use of excused absence.

Civilian employees may participate in employer sponsored physical activity training, monitoring, and/or education, provided these activities are an integral part of a total fitness program. Employers and supervisors have the authority to grant up to three hours of excused absence per week for a period of up to six months, is limited to one time only, to allow participation in an employer sponsored program if workload and mission requirements will permit. While formal physical fitness programs may be repeated from time to time, employees will not normally be granted excused absence for physical exercise training once they have received such training, IAW AR-600-63.

ARTICLE 63 (RESERVED)

ARTICLE 64

SAFETY AND OCCUPATIONAL HEALTH

Section 1. General

a. The Employer will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined in accordance with the definitions and standards contained in Section 19 of the Occupational Safety and Health Act (OSHA), in Executive Order 12196, and in implementing regulations and directives.

b. The Union will support the Employer's efforts to acquaint all employees with their safety and health responsibilities. Any bargaining unit member will notify the supervisor promptly when it is believed that the duties being performed endanger safety or health. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall consider removing the employee from the situation and refer the problem through appropriate channels for action. An employee has the right to decline to perform assigned tasks under situations described in 29 C.F.R. 1960.46(a).

Section 2. Personal Protective Equipment (PPE)

The Employer will furnish PPE at no cost to employees when it is determined that such equipment is necessary for the work to be done safely. Employees will be allowed to retain such equipment, when no longer needed, if it is not suitable for use by other employees or not required to be turned in by regulation/policy.

The employee will not be required to work without appropriate PPE when the Employer determines it is necessary. It is the employee's responsibility to use the provided PPE.

Section 3. Safety and Health Inspections

The Employer will maintain a systematic and documented program that will ensure that an annual workplace inspection will be conducted. The Union will be notified in advance and invited by the local Safety Office to all inspections of employee work sites. The Union shall be invited to attend the entrance and exit briefing and shall receive a copy of all findings and recommendations of the workplace inspection/audit team (or individual). The Union will be notified of safety and health hazards discovered in these inspections. The hazard will be corrected as expeditiously as possible.

Section 4. Medical Examinations

Job-related examinations will be in accordance with AR 40-5. Pre-placement, job transfer, periodic, and termination examinations will be provided to civilian employees potentially exposed to health hazards in the work environment. Termination examinations will be provided on termination of assignment or termination of employment for all employees who have been included in a periodic job-related medical surveillance program unless an examination has been conducted within the past 90 days. The 90-day exception does not apply in cases where the content of the periodic examination differs from the termination examination, for example, high-risk microwave or laser workers, or where a more stringent requirement exists. The Employer agrees to insure that deployed civilian employees will receive pre-deployment health assessments and post-deployment health assessments.

Section 5. Hazard Communication (Hazardous Materials)

To the extent possible, the Employer will maintain a hazard communication program in accordance with OSHA Regulation 29, CFR 1910.1200. An inventory of hazardous chemicals will be maintained at the work site. Employees will receive training on the hazardous chemicals to which they may be exposed. Employees wishing to discern their potential exposure to hazardous chemicals, such as toxins and carcinogens, will contact their immediate supervisor or the local safety office for advice and assistance.

Section 6. Working Conditions

a. Safety and occupational health rules and regulations in effect will be followed to ensure that employees are made aware of hazards, informed of safe and healthful work practices, and educated in the use of appropriate PPE.

b. Where working conditions will be changed in leased/or owned space, the Union will be included in impact and implementation discussions surrounding the proposed changes/solutions.

c. Employees will report any problems associated with Government vehicles to immediate supervisor or motor pool dispatch for further investigation. Employer will investigate and take appropriate action. An employee has the right to decline to perform assigned tasks if the employee believes a vehicle is unsafe to the extent described in 29 C.F.R. 1960.46(a).

d. Should temperatures fall below 60 degrees Fahrenheit or exceed 80 degrees Fahrenheit in office spaces for three consecutive hours, the Employer will place employees in a suitable environment or make appropriate accommodations until acceptable temperatures can be restored.

Section 7. Safety Training

a. To the extent possible, all required safety and health training will be accomplished.

b. Plans shall be made for the emergency evacuation of buildings and facilities. This plan shall include emergency escape route procedures and procedures to account for all employees after emergency evacuation. Emergency evacuation plans will be prominently displayed at all buildings.

ARTICLE 65

ENERGY CONSERVATION

The Union and the Employer agree to work with each other in support of Energy Conservation.

ARTICLE 66
VIOLENCE IN THE WORKPLACE

The Employer and the Union are strongly committed to providing a safe and healthy work environment that is free from violence; physical or verbal, or other forms of expression or behavior which could be interpreted by a reasonable person to communicate a threat to self or others.

Any team or committee established by the employer for the prevention of workplace violence or investigation or workplace violence may include a representative from the Union.

ARTICLE 67
WORKERS' COMPENSATION

a. The Federal Employees Compensation Act (FECA) provides for benefits to employees of the Command who are injured, become ill, or die as a consequence of their employment. Such benefits under FECA are available to bargaining unit members and shall constitute the remedy for work-related injury or disease for Command employees.

b. The appropriate management organization is responsible for coordinating the FECA program and for ensuring that the employees are aware of benefits to which they are entitled. The appropriate management organization is responsible for reviewing claims for correctness prior to submitting to the U.S. Department of Labor for adjudication. In cases of dire financial need, the Commander or his representative shall contact the Office of Workers' Compensation Program to expedite the claim.

c. When there is an on-the-job injury, the injured employee shall obtain medical attention as soon as possible. The injured employee is responsible for reporting all work-related injuries to the supervisor and apprising the supervisor of the status of their medical condition. The supervisor will submit the necessary forms to the appropriate organization in a timely manner. All cases must satisfy the statutory time requirements of the FECA.

d. Compensation issues and complaints may be reported to the installation's Injury Compensation Program Administrator, at CPAC. The employee may request Union assistance with compensation claims.

ARTICLE 68
SPACE ALLOCATION

Section 1. Minimum Requirements

Each bargaining unit employee shall be allocated approximately 60 net square feet for normal workspace including furniture, equipment, and circulation area. Special consideration shall be given to employees requiring more space than normal.

Section 2. Relocation

Whenever the Employer proposes to relocate an organizational element or substantially reconfigure workspaces of bargaining unit employees, the Employer will ensure that the proposed layout complies with the minimum space allocations. In addition, the proposed layout will be furnished to the Union for comments and recommendations at the earliest possible date prior to implementation.

ARTICLE 69
SEXUAL HARASSMENT

The Employer's policy is to provide a work place free from sexual harassment. This policy applies to all employees. The Employer agrees to comply with 29 CFR 1604.11 governing sexual harassment.

ARTICLE 70

COMPUTER/AUTOMATED DATA PROCESSING EQUIPMENT USAGE

- a. Employees will use Government computers and communication equipment only as authorized. Employees will acknowledge that they have read and understand their organization's Acceptable Use Policy (AUP) and will not willfully violate the provisions set forth in the AUP. Employees will be responsible only for what they have direct control over and have personal knowledge of as relates to use of the information technology (IT) system. The Government retains the prerogative to monitor equipment use as needed to ensure compliance with applicable statutes and regulations.
- b. Nothing in this article is intended to conflict with Article 60.

ARTICLE 71
DRESS CODE

There shall be no official dress code. However, employees will present a neat and clean appearance.

ARTICLE 72

PARKING

The reserved parking spaces shall not exceed ten percent of the number of spaces available at each building. These shall include:

1. Parking slots mandated by law (handicapped).
2. All others to include official vehicles and official visitors.