

NEGOTIATED AGREEMENT
BETWEEN THE
DEPARTMENT OF DEFENSE COMMISSARY AGENCY
ANDREWS AIR FORCE BASE, MD

AND

FOREST GLEN COMMISSARY
SILVER SPRING, MD



AND THE

INDUSTRIAL, TECHNICAL & PROFESSIONAL
EMPLOYEES UNION
LOCAL 4873 (AFL-CIO)

March 17, 2017

Table of Contents

ARTICLE 1	RECOGNITION AND UNIT DESIGNATION.....	4
ARTICLE 2	DUTY TO BARGAIN AND SCOPE.....	5
ARTICLE 3	RIGHTS OF THE UNION.....	7
ARTICLE 4	EMPLOYER RIGHTS.....	8
ARTICLE 5	RIGHTS OF EMPLOYEES.....	9
ARTICLE 6	UNION REPRESENTATION.....	11
ARTICLE 7	FACILITIES.....	13
ARTICLE 8	DISCIPLINARY ACTIONS.....	14
ARTICLE 9	OVERTIME.....	17
ARTICLE 10	HOURS OF WORK.....	18
ARTICLE 11	RIGHT TO INFORMATION.....	19
ARTICLE 12	GRIEVANCE PROCEDURE.....	20
ARTICLE 13	ARBITRATION.....	24
ARTICLE 14	EQUAL EMPLOYMENT OPPORTUNITY.....	26
ARTICLE 15	MERIT STAFFING.....	28
ARTICLE 16	DETAILS AND WORK ASSIGNMENTS.....	29
ARTICLE 17	WORKFORCE ADJUSTMENT.....	30
ARTICLE 18	JOB GRADING AND POSITION CLASSIFICATION.....	31
ARTICLE 19	PERFORMANCE MANAGEMENT.....	32
ARTICLE 20	LEAVE ADMINISTRATION.....	33
ARTICLE 21	HEALTH AND SAFETY.....	37
ARTICLE 22	EMPLOYEE ASSISTANCE PROGRAM.....	39
ARTICLE 23	UNFAIR LABOR PRACTICES.....	40
ARTICLE 24	COMMERICAL ACTIVITIES.....	41
ARTICLE 25	DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER.....	42
ARTICLE 26	PAYROLL ALLOTMENT OF DUES.....	43
ARTICLE 27	INJURY COMPENSATION.....	45
ARTICLE 28	TRAINING AND DEVELOPMENT.....	46
ARTICLE 29	DURATION OF AGREEMENT.....	47
APPENDIX A	OFFICIAL TIME REQUEST.....	48
APPENDIX B	GRIEVANCE FORM.....	49

PREAMBLE

Chapter 71, Title 5, U.S.C. provides EMPLOYEES the right to organize, bargain collectively and participate through labor organizations of their own choosing. Pursuant to those rights, EMPLOYEES represented by ITPEU, OPEIU Local 4873, herein after referred to as the UNION, enter into this AGREEMENT, between the UNION and the commissaries of the Defense Commissary Agency located at Forest Glen, Maryland, and Andrews AFB, Maryland, hereinafter referred to as the EMPLOYER. The EMPLOYER and the UNION are hereinafter referred to as the PARTIES.

The public interests demands the highest standards of EMPLOYEE performance and the continual development and implementation of modern and progressive work practices to facilitate and improve EMPLOYEE performance and the efficient accomplishment of the operations of the EMPLOYER. The provisions of this AGREEMENT should be interpreted in a manner consistent with the requirement of an effective and efficient government in accordance with the provisions of the Federal Labor Relations Statute, 5 USC Chapter 71.

Experience in both private and public employment indicates that the statutory protection of the rights of EMPLOYEES to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:

- a. Safeguards the public interest;
- b. Contributes to the effective conduct of public business; and
- c. Facilitates and encourages the amicable settlements of disputes between EMPLOYEES and their EMPLOYER involving conditions of employment.

Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest, and the PARTIES hereby enter into this collective bargaining AGREEMENT.

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

SECTION 1. The EMPLOYER recognizes the UNION as the exclusive representative of all EMPLOYEES defined in SECTION 2 of this Article. Such recognition shall continue as long as the UNION is the representative of the EMPLOYEES under the criteria set forth by the Federal Labor Relations Authority (FLRA).

SECTION 2.

INCLUDED: All nonprofessional EMPLOYEES, including temporary EMPLOYEES, of the Defense Commissary Agency, located at Forest Glen Commissary formerly known as Walter Reed AMC Commissary, Silver Spring, Maryland.

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

INCLUDED: All nonprofessional EMPLOYEES, including temporary EMPLOYEES, of the Defense Commissary Agency located at the Andrews Air Force Base Commissary.

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

ARTICLE 2

DUTY TO BARGAIN AND SCOPE

SECTION 1. The PARTIES have a duty to bargain collectively on the conditions of employment affecting EMPLOYEES. This mutual obligation to meet and negotiate shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically excluded by Federal statute. The PARTIES are subject to all applicable existing and future laws and government-wide-regulations and to all Department of Defense and DeCA rules and regulations in effect at the time this AGREEMENT is signed except where they conflict with this AGREEMENT.

SECTION 2. The duty of the PARTIES to negotiate in good faith under SECTION 1 of this ARTICLE shall include the obligation:

- a. to approach the negotiations with a sincere resolve to reach an agreement;
- b. to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- c. to meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays;
- d. in the case of the EMPLOYER to furnish data to the UNION upon request and to the extent not prohibited by law and pursuant to this AGREEMENT;
- e. if agreement is reached to execute on the request of any PARTY to the negotiations a written document embodying the agreed terms and to take such steps as are necessary to implement such agreement.

SECTION 3. The PARTIES have the mutual obligation to each other to conduct labor-management relations. A primary goal of the PARTIES is the creation and maintenance of constructive, positive relationships. This AGREEMENT is a living document and the fact that certain matters are reduced to writing does not alleviate the responsibility of either PARTY to meet with the other to discuss and negotiate as appropriate matters not covered by this AGREEMENT.

SECTION 4. The EMPLOYER has the authority to make reasonable and necessary rules and regulations relating to personnel policies, practices and working conditions subject to the following:

- a. Procedures for Bargaining
 - (1) The EMPLOYER will notify the UNION in writing prior to the planned implementation of a proposed change in conditions of employment that are not covered by this

Collective Bargaining Agreement. The notification will indicate the general nature of the proposed change and the planned implementation date.

(2) The UNION shall have fifteen (15) calendar days from the date of notification to request bargaining and to forward written proposal(s) to the EMPLOYER.

(3) If the UNION does not request bargaining within the time limit, the EMPLOYER may implement the proposed change(s) after the 15th day.

(4) Upon timely request by the UNION, bargaining will commence within fifteen (15) calendar days of receipt of the UNION'S request to bargain and proposals, unless it is mutually agreed upon by the PARTIES to extend this timeframe.

(5) The EMPLOYER shall have fifteen (15) calendar days from the date of receipt of the UNION initiated proposed change to conditions of employment to request bargaining and to forward written proposals to the UNION. Bargaining will commence within fifteen (15) calendar days, unless it is mutually agreed upon by the PARTIES to extend this timeframe.

b. Employer-Initiated Changes:

When the EMPLOYER proposes a change affecting conditions of employment that originates at the DeCA HQ level, DeCA HQ will notify the ITPEU President (or designee) and the bargaining thereon will be conducted at the DeCA HQ and the ITPEU national level or by such delegates as the PARTIES may designate.

c. Union-Initiated Changes:

(1) Notification will be at the Headquarters level (DeCA HQ/HR Labor Relations Officer) for DeCA-wide changes

(2) Bargaining will be conducted at the same level at which notification was made or by such delegates as the PARTIES may designate.

SECTION 5. In the event the PARTIES cannot reach agreement regarding such change(s) and either PARTY declares that an impasse exists the Federal Mediation and Conciliation Service or other agreed service will be contacted to mediate the impasse. The proposed changes will be put on hold pending the outcome.

ARTICLE 3

RIGHTS OF THE UNION

SECTION 1. The UNION is entitled to act for and negotiate collective bargaining agreements covering all EMPLOYEES in the bargaining unit.

SECTION 2. The UNION shall represent all EMPLOYEES in the bargaining unit without discrimination and without regard to UNION membership in all matters covered by this Agreement and the Negotiated Grievance Procedure.

SECTION 3. The UNION shall be given the opportunity to be represented at:

a. any formal discussion between one or more representatives of the EMPLOYER and one or more EMPLOYEES or their representative concerning any grievance or any personnel policy or practice or other general conditions of employment; or

b. any examination of an EMPLOYEE by a representative of the EMPLOYER in connection with an investigation if:

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

(2) The EMPLOYEE requests representation.

SECTION 4. The UNION will have access to bargaining unit EMPLOYEES in order to conduct representational function. The UNION'S right to be present does not extend to informal discussions between an EMPLOYEE and a supervisor on appraisals/ratings, personal matters, or an official assignment of work, unless otherwise provided for in this AGREEMENT.

SECTION 5. Upon the UNION'S request the EMPLOYER will provide the UNION with a listing of each EMPLOYEE'S name, position title, series, grade, work location, and EMPLOYER'S address, not more than quarterly, starting with the effective date of this AGREEMENT.

ARTICLE 4

EMPLOYER RIGHTS

SECTION 1. Subject to Section 2, nothing in this AGREEMENT shall affect the EMPLOYER'S authority:

- a. To determine the mission, budget, organization, number of EMPLOYEES, and internal security practices of the EMPLOYER; and
- b. In accordance with applicable laws to hire, assign, direct, lay-off and retain EMPLOYEES or suspend, remove, reduce in grade or pay, or take other disciplinary action against EMPLOYEES;
- c. To assign work, to make determinations with respect to contracting out and to determine the personnel by which the EMPLOYER'S operations shall be conducted;
- d. With respect to filling positions, to make selections for appointments from:
 - (1) among properly ranked and certified candidates for promotion; or
 - (2) any other appropriate source; and
- e. To take whatever actions may be necessary to carry out the EMPLOYER'S mission during emergencies.

SECTION 2. Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating:

- a. On the numbers, types, and grade of EMPLOYEES or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. Negotiations on these matters will be at the election of the EMPLOYER.;
- b. Procedures which management officials of the EMPLOYER will observe in exercising any authority under Section 7106 of the Federal Labor-Management Relations Statute and this AGREEMENT by management officials.; or
- c. Appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under this AGREEMENT by management officials.

ARTICLE 5

RIGHTS OF EMPLOYEES

SECTION 1. EMPLOYEES have the right to form, join and assist any labor organization 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. Except as provided by law such right includes the right:

- a. To act for the UNION in the capacity of a representative and 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;
- b. To engage in collective bargaining with respect to conditions of employment through representative of the UNION; and
- c. To bring matters of personal concern to the attention of the EMPLOYER through the representation of the UNION.

SECTION 2. Each EMPLOYEE has the right:

- a. To communicate directly with and receive advice from any UNION official in accordance with Article 6;
- b. To a clean and sanitary area for break and lunch periods which will include vending machines within reasonable distances;
- c. In case of a formal investigation involving a search of an EMPLOYEE'S personal effects the EMPLOYEE may request a Union representative be present at the search. Such request should be honored if the investigation/search is not unduly delayed or obstructed;
- d. To protection of personal privacy in accordance with government-wide rules and regulations;
- e. To exercise grievant or appellant rights or bring matters of concern to the appropriate authorities in accordance with applicable laws, rules, regulations and/or this AGREEMENT;
- f. To review their Official Personnel Folder by accessing it via Electronic Official Personnel Folder (EOPF) and may print any copies as needed;
- g. To be informed by the EMPLOYER annually of his/her rights to be represented by the UNION at any examination of an EMPLOYEE by a representative of the EMPLOYER in connection with an investigation if:
 - (1) The EMPLOYEE reasonably believes that the examination may result in disciplinary action against the EMPLOYEE and

(2) The EMPLOYEE requests representation;

h. To be informed by the EMPLOYER at time of hire that Local 4873 is the exclusive representative of EMPLOYEES. A UNION representative will be given an opportunity to meet and speak with new EMPLOYEES and to provide them an informational packet;

i. To be informed of rules, regulations and policies and any changes under which they are obligated to operate including their job duties and to whom they are directly responsible;

j. To counseling sessions conducted privately and in such a manner so as to avoid public embarrassment to the EMPLOYEE;

k. To the use of reasonable amount of official time for discussing, preparing, or filing complaints and when meeting with UNION representatives or management representatives concerning any complaint or working condition of the EMPLOYEE in accordance with the procedures outlined in ARTICLE 6; and

l. To the following consistent with applicable laws, rules, regulations, and this AGREEMENT:

(1) A method to express themselves concerning improvement of work methods and working conditions; and

(2) Use duty hours that are reasonable and necessary to discuss their problems with the Servicing Human Resources Office, EEO, UNION, Employee Assistance Program representative and /or the supervisor or Commissary Officer on questions of conflict of interest.

ARTICLE 6

UNION REPRESENTATION

SECTION 1. The EMPLOYER recognizes the officers and representatives of the UNION. The UNION shall provide the EMPLOYER in writing a current and complete list of all authorized Local officers and representatives. No non-EMPLOYEE UNION representatives will be allowed access to the commissary without the written authority of the Local 4873 and the EMPLOYER.

SECTION 2. UNION officers and representatives will be authorized a reasonable amount of official time when in duty status, subject to reasonable workload requirements to perform EMPLOYEE or UNION representational duties. Listed but not all inclusive are some of the reasons when official time will be provided:

- a. Discuss, investigate, and present grievances, appeals and complaints of EMPLOYEES or the UNION with respect to matters concerning conditions of employment;
- b. Prepare and present a reply to a proposed disciplinary or adverse action;
- c. Respond to a grievance against the UNION initiated by the EMPLOYER;
- d. attend formal discussions and those examinations of an EMPLOYEE by the Employer provided for in this AGREEMENT;
- e. attend meetings arranged by the EMPLOYER and to respond to EMPLOYER proposed changes to working conditions and other written correspondence;
- f. prepare and present a case at a hearing; and
- g. perform other representational functions as necessary.

SECTION 3. Official time shall not be used for matters in connection with the internal operation of the UNION such as the collection of dues, assessment of other funds, the solicitation for membership and the distribution of authorization cards.

SECTION 4. UNION representatives shall adhere to the following procedures in performing authorized representational work during duty hours as provided for in this AGREEMENT. EMPLOYEES shall adhere to the provisions in this SECTION that pertain to them:

Each UNION representative will coordinate with his/her supervisor in advance regarding time to be spent on representational activities. Appendix A will be used for this purpose. Where circumstances permit, coordination will occur at least 24 hours in advance. The UNION representative will indicate the type of representational activity to be conducted and the length of time he/she anticipates being away from the work area. If additional time is needed, the UNION representative will contact his/her supervisor. If the supervisor determines that the UNION

representative's presence on the job is necessary to meet operational needs and denies the request for official time the supervisor will indicate when official time will be granted. If release is not possible within 24 hours, the EMPLOYER will advise the UNION representative as soon as possible.

a. Prior to entering an EMPLOYEE'S work area, the UNION representative will coordinate with the EMPLOYEE'S supervisor. If due to operational needs a meeting with the EMPLOYEE is not possible, the supervisor will inform the UNION representative the time the EMPLOYEE will be available. If the EMPLOYEE is delayed more than 24 hours, any applicable contractual time frame involved shall be extended by an equivalent period. The supervisor will provide a private place for the meeting to be held unless the EMPLOYEE and his/her representative wish to meet elsewhere.

b. The UNION representative will report to his/her supervisor when he/she returns to duty and they (UNION representative and supervisor) will jointly complete the Official Time Form (Appendix A).

c. If an EMPLOYEE needs to meet with a UNION representative and the meeting would constitute an interruption of work, advance approval of the EMPLOYEE'S supervisor will be obtained. The EMPLOYEE'S supervisor will be informed of the need to speak to the representative and the estimated length of time required. The EMPLOYEE will be released as requested unless release at that time would impact operations. If release of the EMPLOYEE cannot be granted as requested, the supervisor will advise the UNION representative and EMPLOYEE as soon as possible when release would be appropriate.

d. Supervisors will respect the confidentiality of these matters.

SECTION 5. The EMPLOYER shall grant a maximum total of eighty (80) hours of official time during any year of this AGREEMENT to the UNION to attend UNION sponsored training. The contents of the training shall be of mutual benefit to the EMPLOYER and the UNION. The EMPLOYER may, at its discretion, allow the UNION additional official time for purposes of attending such training when additional time can be justified. All training that is jointly sponsored or the equivalent is not included in this bank of time and will be considered duty time.

SECTION 6. UNION representatives shall be entitled to all benefits, rights, and privileges as any other EMPLOYEE with respect to time in grade, step increases, promotional opportunity etc.

ARTICLE 7

FACILITIES

SECTION 1. UNION officers and stewards will have access to the EMPLOYER'S regulations when necessary in carrying out their representational duties.

SECTION 2. EMPLOYER will provide access to existing telephone services (DSN, commercial, etc.) to conduct labor relations and representational business affecting DeCA bargaining unit. All laws, rules, and regulations will be adhered to.

SECTION 3. The EMPLOYER will provide a private place for the UNION officers and stewards to meet with EMPLOYEES. The use of such facilities will be coordinated in advance with the EMPLOYER.

SECTION 4. UNION agrees to abide by all security and safety regulations.

SECTION 5. The EMPLOYER will provide the UNION with one bulletin board in each EMPLOYEE break area location for posting of union notices. The UNION is responsible for the contents posted and for maintaining it in an orderly manner. All material posted on UNION Bulletin boards must not violate any law, provision of this agreement, security, regulations of higher authority, or contain obscene or libelous material.

ARTICLE 8

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. Purpose

The PARTIES recognize that fair and constructive discipline promotes the EMPLOYEE/EMPLOYER relationship. It is also recognized that the earlier and more complete relevant facts about an incident can be established, the better able the PARTIES can make judgments. Disciplinary and adverse actions shall be progressive, constructive and for just cause, promote the efficiency of the service, and assure due process.

SECTION 2. Definitions

a. Disciplinary action, for the purposes of this Article, is defined as a suspension of an employee for 14 calendar days or less, or a letter of reprimand

b. Adverse action, for the purpose of this Article, is defined as a removal, a suspension for more than 14 calendar days, a reduction in grade, or a reduction in pay

c. Informal actions such as oral admonishments, letters of warning, etc; are not discipline but are intended to correct the conduct before more serious actions are deemed necessary

SECTION 3. General

a. When taking actions under this Article, management will consider all information available, including mitigating factors.

b. For other than informal actions or letters of reprimand, there will be a proposing and deciding official. The deciding official will be at least one level higher than the proposing official.

c. When the EMPLOYER determines that formal disciplinary action may be required to correct misconduct on the part of an EMPLOYEE, the supervisor will obtain available information concerning the alleged misconduct. This may include an investigative interview with the EMPLOYEE. The purpose of the investigation is to ensure relevant facts are known and afford EMPLOYEES the opportunity to explain the basis for their actions

SECTION 4. Procedures

a. Written Reprimands:

Written reprimands shall be maintained as a temporary record for a period not longer than one (1) year. The supervisor or the EMPLOYEE may initiate a review of the written reprimand at any time to determine if there has been substantial improvement, e.g.; no recurrence of similar or

related misconduct. If so, the EMPLOYEE may request that the letter be removed from the EMPLOYEE'S OPF and the supervisory work folder (SWF).

b. Disciplinary Actions

EMPLOYEES against whom a suspension of fourteen (14) days or less is proposed are entitled to:

(1) An advance written notice to enable the EMPLOYEE to understand fully the violation, infraction, misconduct, or offense for which the EMPLOYEE is being charged. Upon request, the EMPLOYER will furnish the EMPLOYEE, or the designated representative, a copy of all pertinent information, both for and against the EMPLOYEE;

(2) Reasonable time, not less than 14 calendar days, to answer orally and/or in writing and to furnish affidavits or other evidence in support of the answer. Extensions to this time period will be granted for a demonstrated and valid reason if requested in writing by an EMPLOYEE or designated representative. An EMPLOYEE and/or designated representative, will be authorized a reasonable amount of duty time to prepare an answer, if he/she are otherwise in a duty status;

(3) Be represented by the UNION or other representative of his/her choice. Designations will be in writing signed by the EMPLOYEE. Once the designation has been made, all contacts and correspondence will be through the representative;

(4) A written decision which includes specific reasons and grievance rights within fourteen (14) calendar days of the EMPLOYEE'S response; or, if no response was made, from the end of the response period. Extensions to this time period will be granted for a demonstrated and valid reason if requested orally or in writing by the deciding official or designee; and

(5) A written decision which includes specific reasons and grievance rights.

c. Adverse Actions

EMPLOYEES against whom an adverse action is proposed are entitled to:

(1) At least 30 days advance written notice to enable the EMPLOYEE to understand fully the violation, infraction, misconduct, or offense for which the EMPLOYEE is being charged. The notice will include a description of the offense and events that were the basis for the proposed adverse action. However if, there is a reasonable cause to believe the EMPLOYEE has committed a crime for which a sentence of imprisonment may be imposed, the advance notice period may be less than 30 days. Upon request, the EMPLOYER will furnish the EMPLOYEE, or the designated representative, a copy of all pertinent information, both for and against the EMPLOYEE;

(2) A reasonable time, not less than 21 calendar days to answer orally and/or in writing and to furnish affidavits or other evidence in support of the answer. When the crime provision is invoked, the response period may be reduced to not less than seven (7) days. Extensions to the response period may be granted for a demonstrated and valid reason if requested in writing by an EMPLOYEE or designated representative;

(3) Be represented by the UNION or other representatives of their choice. Designations will be in writing and signed by the EMPLOYEE. Once the designation has been made, all contacts and correspondence will be through the representative; and

(4) A written decision which includes specific reasons and grievance and appeal rights.

SECTION 5. Grievance and Appeals

- a. Disciplinary actions are grievable through the negotiated grievance procedure article.
- b. Adverse actions may be grieved or appealed to the Merit Systems Protection Board (MSPB), but not both.

ARTICLE 9

OVERTIME

SECTION 1. Overtime will be compensated in accordance with applicable laws and regulations. The EMPLOYER has the right to assign overtime. The EMPLOYER will minimize overtime consistent with operational needs and as efficiently and expeditiously as practicable. EMPLOYEES shall be notified of planned overtime when that determination is made, and of unplanned overtime at least one (1) hour in advance.

SECTION 2. When overtime work is required, the EMPLOYER will consider the knowledge, skills, and abilities of available EMPLOYEES. The EMPLOYER will first ask for volunteers. If there are no volunteers:

- a. The EMPLOYER will use the inverse order of seniority to distribute overtime
- b. An EMPLOYEE may be released from working overtime if another equally qualified EMPLOYEE is available who is willing to work that overtime
- c. The EMPLOYER may upon request by an EMPLOYEE, relieve the EMPLOYEE from a callback assignment if it would result in (1) a hardship to the EMPLOYEE or (2) the EMPLOYER can find another EMPLOYEE available who is qualified to perform the work in a safe and efficient manner

SECTION 3. Pursuant to Part 551, Subpart D, 5 CFR all time spent by an EMPLOYEE performing an activity for the benefit of the EMPLOYER and under the control or direction of the EMPLOYER is "hours of work" and may be compensable in accordance with applicable provisions of law and regulation. The EMPLOYER shall not require an EMPLOYEE to carry a pager during non-duty hours.

SECTION 4. Callback overtime shall be for no less than two (2) hours regardless if the full two (2) hours are worked. If the callback time is less than two (2) hours before the EMPLOYEE'S regular shift is to begin two hours overtime shall be paid.

SECTION 5. Overtime worked will be credited in not less than fifteen (15) minutes intervals.

ARTICLE 10

HOURS OF WORK

SECTION 1. Subject to law and regulation the administrative workweek begins on Sunday at 0001 hours and ends the following Saturday at 2400 hours.

SECTION 2. The EMPLOYER will make a reasonable effort to assign EMPLOYEES to a regularly assigned workweek to the extent possible by workload commitments, facilities and space. All work schedule changes must be posted prior to the beginning of the administrative workweek affected unless there is an emergency.

SECTION 3. Tours of duty will be so arranged to allow two (2) consecutive days off unless rendered impossible by shift rotation or workload factors.

SECTION 4. If an EMPLOYEE is required to work through his/her regular lunch period because of an emergency, the EMPLOYER may reschedule the EMPLOYEE'S lunch period, job requirements permitting. Whenever possible, the alternate lunch period will be within an hour of the normal lunch period.

ARTICLE 11

RIGHT TO INFORMATION

SECTION 1. The EMPLOYER shall provide to the UNION, upon the UNION'S request data:

- a. Which is normally maintained by the EMPLOYER in the regular course of business;
- b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

SECTION 2. In order to be acted on each UNION request for data must provide information as to what is being requested and why the data is necessary and relevant.

SECTION 3. The EMPLOYER may deny requests for data when the EMPLOYER determines that:

- a. The data is not available to the EMPLOYER;
- b. The data has been previously provided to the UNION;
- c. The data constitutes guidance, advice, counsel, or training for management officials or supervisors;
- d. The data excessively interferes with any EMPLOYEES right to privacy; and
- e. The release of the data is otherwise prohibited by law.

SECTION 4. If the EMPLOYER denies a UNION request for data, the EMPLOYER shall give the UNION the specific reasons for the denial in writing.

ARTICLE 12

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This grievance procedure shall be the exclusive procedure available to the PARTIES and EMPLOYEES for resolving grievances which fall within its coverage, including questions of grievability and arbitrability. However, the PARTIES and EMPLOYEES may elect to use the Alternative Dispute Resolution procedure in lieu of this procedure. For the purpose of this AGREEMENT a "grievance" means any complaint:

a. By any EMPLOYEE concerning any matter relating to the employment of the EMPLOYEE;

b. By the UNION concerning any matter relating to the employment of any EMPLOYEE; or

c. By the EMPLOYEE, the UNION, or the EMPLOYER concerning:

(1) The effect or interpretation, or claim of breach of this AGREEMENT; or

(2) Any claim, violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment unless otherwise provided for elsewhere in this AGREEMENT, or other applicable provisions of law.

SECTION 2. Most grievances can be settled promptly and satisfactorily and on an informal basis at the immediate supervisory level. Every effort will be made by the PARTIES to settle grievances at the lowest possible level. The filing of a grievance shall not reflect unfavorably on an EMPLOYEE'S good standing, performance, loyalty or desirability to the organization. Official time during working hours will be allowed for EMPLOYEES to discuss and present grievances.

SECTION 3. The grievance procedure shall not apply to any grievance concerning:

a. Any claimed violation of Subchapter III or Chapter 73 of the Civil Service Reform Act of 1978 (relating to prohibited political activities);

b. Retirement, life insurance, or health insurance;

c. Any examination, certification, or appointment;

d. The classification of any position which does not result in the reduction in grade or pay of the EMPLOYEE;

e. The separation of any EMPLOYEE during the EMPLOYEE'S probationary period;

- f. Non-selection from a group of properly rated and ranked candidates;
- g. Separation of temporary EMPLOYEE'S with assignments of less than 90 days;
- h. Proposal letters which provide the EMPLOYEE an opportunity to submit a written response and which any decision thereof would be subject to grievance; and
- i. Individual appeals of reduction in force actions (this does not exclude the UNION from grieving RIF or the procedures used, etc.).

SECTION 4. EMPLOYEES may present a grievance on their own behalf without intervention of the UNION; however, the UNION has the right to be present during the grievance proceeding in its role as the exclusive representative

SECTION 5. In order for a grievance to be considered timely and eligible for processing under this Article, it must be filed within fourteen (14) calendar days after the alleged violation or incident occurred, or of becoming aware of the alleged violation or incident. Thereafter, it must be filed at each step within the stated time limits, except as stated below. Failure on the part of an EMPLOYEE or the grieving PARTY to meet stated time limits shall constitute withdrawal of the grievance. Similar failure on the part of the PARTY receiving the grievance shall allow the EMPLOYEE or the grieving PARTY to move the grievance to the next step. Time limits stated above may be extended by written mutual agreement.

SECTION 6. The following procedure shall apply in processing EMPLOYEE grievances covered by the Agreement:

STEP 1: The grievant, accompanied by the UNION representative, if appropriate, shall discuss the grievance with the immediate supervisor or his/her designee and a written grievance will be provided that will specify the following:

- a. The basis of the grievance;
- b. Relevant Information;
- c. Provisions of law, regulation or this Agreement allegedly violated, if applicable; and
- d. The corrective action desired.

The supervisor or his/her designee will issue a written decision to the grievant within fourteen (14) days of the date on which the grievance discussion is held. When no discussion occurs, the written decision will be issued within fourteen (14) calendar days after the date on which the grievance is received.

STEP 2. If the grievant is dissatisfied with the Step 1 decision and desires to pursue it, the grievance must be filed at Step 2 with the Store Director or his/her designee within fourteen

(14) calendar days of receipt of the Step 1 decision, or within fourteen (14) calendar days of the due date of the Step 1 decision. The grievance shall state:

- a. The basis of the grievance;
- b. Relevant information;
- c. Provisions of law, regulation or this Agreement allegedly violated, if applicable;
- d. The corrective action desired; and
- e. The date of receipt of the Step 1 decision, if received.

If requested by either PARTY, a meeting will be held to discuss the grievance. The Store Director or his/her designee will issue the EMPLOYERS final written decision to the grievant within fourteen (14) days from the date the grievance was filed at Step 2, or from the date the grievance was filed at Step 2, or from the date the grievance meeting was held, if applicable.

SECTION 7. If two or more EMPLOYEES initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the UNION, if it has been designated as representative, will call the EMPLOYEES together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

SECTION 8. In the event that either PARTY should declare a grievance to be non-grievable or non-arbitrable, the original grievance shall be amended to include that issue. If mutually agreed to by the PARTIES, all such disputes shall be submitted in writing to the arbitrator prior to the presentation of the underlying grievance, and the arbitrator shall render a decision on that issue based on the written briefs of the PARTIES. Otherwise, the issue will be presented to the arbitrator to be decided as a threshold issue at the hearing, and is to be decided by bench decision prior to any hearing on the merits of the case. Bench decisions shall be re-issued in writing to the PARTIES within thirty (30) days of the decision.

SECTION 9. Subject to operational requirements, reasonable official time will be granted aggrieved EMPLOYEES and the appropriate UNION representative to investigate and prepare grievances. Official time will be granted to present a grievance through this Negotiated Grievance Procedures.

SECTION 10. When the EMPLOYER files a grievance, the following procedure will be issued. The grievance shall be filed in writing with the ITPEU President (or designee) within fourteen (14) calendar days after the alleged violation or incident occurred, or of becoming aware of the alleged violation or incident. The grievance shall specify the basis of the grievance and the relief sought. If requested by either PARTY, the PARTIES shall meet (telephonically or face-to-face) to discuss the grievance. The ITPEU President (or designee) shall issue a written decision within fourteen (14) calendar days after the date on which the grievance meeting is held. When no

discussion occurs, the written decision will be issued within fourteen (14) calendar days after the date on which the grievance is received.

SECTION 11. When the UNION files a grievance in its own name, the following procedure will be used. In other cases the grievance procedure as outlined in Section 6 will be used. The grievance will be filed in writing, as follows: grievances that impact one store will be filed by the Local President (or designee) with the appropriate Store Director (or designee); grievances that impact more than one store in Zone will be filed by the ITPEU President (or designee) with the appropriate Zone Manager. The grievance shall specify the basis of the grievance and the relief sought. The written grievance must be filed with the EMPLOYER, as provided above, within fourteen (14) calendar days after the alleged violation or incident occurred, or of becoming aware of the alleged violation or incident. If requested by either PARTY, the PARTIES shall meet (telephonically or face-to-face) to discuss the grievance. A written decision will be issued within a reasonable period after this meeting is held or (when no meeting is requested) within a reasonable time frame after grievance filing date.

SECTION 12. Grievances not resolved through the provisions of this Article may be referred to arbitration by either the UNION or the EMPLOYER within fourteen (14) calendar days of the final decision, or fourteen (14) days of when the final decisions was due.

ARTICLE 13

ARBITRATION

SECTION 1. If the EMPLOYER and the UNION fail to settle any grievance arising under this AGREEMENT, such grievance may be referred to arbitration upon written notice by the grieving PARTY to the responding PARTY within twenty (20) calendar days following the conclusion of the last STEP of the grievance procedure.

SECTION 2. The process for selecting an arbitrator and proceeding to hearing (if applicable) shall be as follows:

a. Within fourteen (14) calendar days from the date of the notice that a PARTY has invoked arbitration, the PARTY who invoked arbitration will contact the Federal Mediation and Conciliation Service (FMCS) and request a list of seven (7) arbitrators. A copy will be served on the other PARTY. . The moving PARTY will pay the fee cost for the list of arbitrators.

b. Within fifteen (15) calendar days from the date of the letter to FMCS, the PARTIES will meet to attempt to define the issue to be arbitrated and to explore all possible avenues for compromise resolution.

c. Within fifteen (15) calendar days following the receipt of the FMCS list, the PARTIES will meet to select an arbitrator from the list. If one can not be mutually agreed upon, then the EMPLOYER and the UNION shall alternately strike names from the list until one name remains and that will be the selected arbitrator.

d. Within fifteen (15) calendar days of selection of the arbitrator, the PARTY who invoked arbitration will notify the FMCS in writing of the PARTIES' selection and request a list of available dates as to when a hearing may be held. A copy will be served on the other PARTY.

e. Within fifteen (15) calendar days of receipt of a response from the arbitrator by both PARTIES, they will discuss and mutually select a hearing date subject to the arbitrator's availability.

f. Within fifteen (15) calendar days of selection of a hearing date the PARTY who invoked arbitration will notify the arbitrator of the date selected. A copy will be served on the other PARTY.

g. For whatever reason, should it become necessary to select a different arbitrator and/or different hearing date, the process outlined will be repeated as necessary.

h. Failure of either PARTY to comply with the time limits set forth without just cause shall allow the other PARTY to unilaterally proceed.

SECTION 3. The arbitration process will be a formal hearing unless the PARTIES agree to one of the following:

a. Expedited arbitration may be used to expedite the resolution of the grievance. In such case, the arbitrator will be directed to announce his award at the close of the hearing. Each side will have thirty (30) minutes to present a closing statement on their case before a decision is made.

b. A stipulation of facts or written submissions to the arbitrator can be used when both PARTIES agree to the facts at issue and/or a hearing would serve no purpose. In this case, all facts, data, documentation, etc. are submitted to the arbitrator with a request for a decision based upon the facts presented.

SECTION 4. The arbitrator will hear any threshold issue(s) and make a bench decision prior to hearing the merits of the case. If the ruling is that the threshold issue(s) is grievable/arbitrable, the hearing will continue on the merits unless otherwise mutually agreed to by the PARTIES.

SECTION 5. The arbitration hearing shall be held during the regular day shift working hours, excluding weekends. The aggrieved EMPLOYEE, the UNION representative, the technical advisor, and necessary witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings if they are EMPLOYEES. .

SECTION 6. The PARTIES will request the arbitrator to render his/her decision as quickly as possible.

SECTION 7. Subject to 5 USC 7122, the arbitrator's award shall be binding on the PARTIES unless it is challenged within the prescribed time limits.

SECTION 8. The arbitrator's fee and expenses shall be borne by the losing PARTY, as determined by the arbitrator. If the arbitrator determines that the case decision is equally split, the PARTIES will split the fee accordingly. The fee, per diem, and travel allowances shall not exceed that provided by applicable regulations. A transcript may be made in any arbitration hearing at the request of either PARTY. The cost will be borne by the requesting PARTY, unless a mutual arrangement has been made in advance.

SECTION 9. The arbitrator does not have the authority to change, add to or delete from the AGREEMENT as such authority belongs only to the PARTIES.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Equal employment opportunity (EEO) shall be afforded all EMPLOYEES on the basis of merit. Therefore, there shall be no discrimination against any EMPLOYEE on account of race, color, religion, sex, national origin, age, or non-disqualifying handicapping conditions.

SECTION 2. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

a. Submission to such conduct is made either explicitly or implicit a term of condition of an individual's employment;

b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

c. Such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

SECTION 3. Any EMPLOYEE alleging discrimination on any basis cited in SECTION 1 above may process the matter under the applicable regulatory procedure, or grieve the issue through the negotiated grievance procedure in this AGREEMENT, but not both.

SECTION 4. EMPLOYER EEO contact information will be posted in conspicuous locations at the Commissary and will show the EEO counselors' activity designations, telephone numbers, and other pertinent information.

SECTION 5. The EMPLOYEE shall have the right to select a representative of his/her choice including a UNION Representative. If a UNION representative is chosen, official time shall be granted in accordance with the AGREEMENT. If a personal representative is chosen, official time will be granted in accordance with EEO regulations.

ARTICLE 15

MERIT STAFFING

SECTION 1. Positions will be filled in accordance with the principles and procedures of the Federal Merit Promotion and Staffing Programs and applicable laws, rules, and regulations, and this AGREEMENT.

SECTION 2. The EMPLOYER may announce a bargaining unit position vacancy in whatever area they need to obtain a sufficient number of best qualified candidates for promotion. Posting of all in-house vacancies will be for at least 7 calendar days on all official bulletin boards and the UNION will be provided a copy of all position announcements.

SECTION 3. Announcements may be extended to cover any amendments after the issue date. Copies of all amendments will be posted on all official bulletin boards.

SECTION 4. EMPLOYEES are encouraged to seek guidance from the EMPLOYER if they are interested in learning about career opportunities within DeCA. These EMPLOYEES may be furnished information about lines of career progression, education requirements, available job opportunities, etc.

ARTICLE 16

DETAILS AND WORK ASSIGNMENTS

SECTION 1. Details are official personnel actions by which the EMPLOYEE receives credit for experience and training while the EMPLOYEE is assigned away from his/her official position, but receives the salary of their assigned position.

SECTION 2. EMPLOYEES may be verbally detailed for periods up to 30 days under conditions authorized by appropriate regulations. No official written notice needs to be given, except that the supervisor or designee will discuss with the selected EMPLOYEE the reasons for the action, nature of duties and responsibilities to be performed and the approximate or proposed length of the detail. When a detail assigns an EMPLOYEE to duties other than his/her official job description for over thirty (30) days, but not more than 120 days, a SF-52 will be prepared. The EMPLOYER agrees that EMPLOYEES should be paid consistent with the duties and responsibilities of the position to which he/she is placed. Therefore, supervisors or designee will consider temporary promotion of EMPLOYEES detailed into higher graded unit positions where it is reasonably expected that the detail will exceed 60 days. Details will be made in accordance with all government-wide rules regulations. When a detail is to an established position of higher grade for a period of more than 120 days, and when temporary promotion is determined to be feasible, the competitive provisions of the merit promotion regulations will apply.

ARTICLE 17

WORKFORCE ADJUSTMENT

SECTION 1. Occasions may arise when adjustments of the work force may be necessary by reduction in force, transfers of function, or reorganization. The following definitions apply to this Agreement:

a. Reduction in force (RIF) means the release of an EMPLOYEE from a competitive level by separation, demotion, furlough for more than thirty (30) consecutive days, or 22 workdays within one (1) year from the first day the furlough is to be effected, or reassignment requiring displacement

b. Transfer of function (TOF) means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization

SECTION 2. The EMPLOYER shall notify the UNION when a RIF, TOF or reorganization may be necessary. The notification shall be in the form of a written notice, which shall contain the following information:

- a. A RIF, TOF or reorganization may be necessary;
- b. The reason(s) for the RIF, TOF or reorganization ;
- c. The approximated number of positions or EMPLOYEES affected; and
- d. The proposed effective date.

The EMPLOYER shall notify the UNION of the positions and EMPLOYEES impacted when that information is available.

SECTION 3. Affected EMPLOYEES shall be offered counseling services concerning retirement eligibility and benefits, the Department of Defense Priority Placement Program (PPP) and other available job placement, training and reemployment programs.

ARTICLE 18

JOB GRADING AND POSITION CLASSIFICATION

SECTION 1. Subject to the provisions of the law, regulations and this AGREEMENT, any EMPLOYEE who believes that his/her job is improperly graded or classified may discuss the matter with his/her supervisor. The supervisor shall, upon an EMPLOYEE'S request, arrange for a review by a specialist from the servicing office that performs classification for the EMPLOYER. This review shall include discussions with the EMPLOYEE to determine the EMPLOYEE'S actual, regular work assignments over a representative current period of time. The EMPLOYEE and the supervisor will be advised of the results of the review. If the EMPLOYEE is dissatisfied, he/she is advised of the procedure for appealing the grading or classification of the job. Upon the UNION'S request, the EMPLOYER will provide a copy of the applicable job grading or position classification standards.

SECTION 2. All EMPLOYEES will be provided copies of their job/position descriptions, EMPLOYEES will be provided copies of any approved amendments or revisions.

SECTION 3. An EMPLOYEE may request a desk audit if he/she determines that he/she is performing duties outside of his/her job/position description. If the desk audit reveals that the EMPLOYEE is regularly performing duties of a higher grade, the EMPLOYEE maybe promoted or the EMPLOYER may remove the higher graded duties. If the EMPLOYEE is dissatisfied with the job description, he/she can file a classification appeal.

ARTICLE 19

PERFORMANCE MANAGEMENT

SECTION 1. A performance appraisal program will be utilized in compliance with Chapter 43 of Title 5, U.S.C. and appropriate agency regulations which:

- a. Provides for periodic appraisals of job performance of EMPLOYEES, with a minimum of a mid-cycle review;
- b. Encourages EMPLOYEES participation in establishing performance standards and elements, and
- c. Uses the results of performance appraisals as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing EMPLOYEES.

All EMPLOYEES who have worked in their positions for the minimum amount of time necessary to meet the minimum appraisals period requirement, will receive a performance appraisal which will be based on a comparison of the EMPLOYEE'S performance with the standards and elements established consistent with the EMPLOYEE'S job/position descriptions. The EMPLOYEE and the supervisor will discuss his/her overall performance on an as needed basis.

SECTION 2. The EMPLOYER retains final authority in the identification of critical performance elements. The EMPLOYER shall establish performance standards which are consistent with the establishment of performance standards.

SECTION 3. UNACCEPTABLE PERFORMANCE

a. At any time during the appraisal cycle that an EMPLOYEE'S performance in one or more critical elements becomes unacceptable, the supervisor shall provide specific examples of the critical element(s) for which performance is unacceptable and the action that needs to be taken by the EMPLOYEE to improve the performance to an acceptable level. The supervisor will discuss with the EMPLOYEE ways of improving performance. The supervisor shall be available to the EMPLOYEE and shall give the EMPLOYEE a reasonable opportunity to demonstrate acceptable performance before proposing adverse action.

b. Should remedial action fail and the EMPLOYEE'S performance continue to be unacceptable, the EMPLOYER may take any action it deems necessary in accordance with applicable policies.

ARTICLE 20

LEAVE ADMINISTRATION

SECTION 1. The EMPLOYER will administer the leave program according to appropriate laws and regulations.

SECTION 2. ANNUAL LEAVE

a. EMPLOYEE requests for annual leave may be granted subject to workload and manpower requirement. Requests for annual leave will be submitted on the required form in advance of when the leave is to be taken, except in emergency situations. An EMPLOYEE who is unable to report for duty due to emergency and unforeseen circumstances is responsible for personally notifying his/her supervisor or appropriate official prior to beginning of the EMPLOYEE'S work day. Unusual EMPLOYEE situations which preclude an EMPLOYEE from contacting the appropriate official to request leave within the time limit will be considered on a case by case basis.

b. The UNION recognizes that the nature of the EMPLOYER'S mission is such that workload and manpower needs are subject to fluctuation, and that the EMPLOYER will, therefore, find it necessary at times to curtail the use of leave and in other times to liberalize it.

c. When there is a conflict between two or more EMPLOYEES requesting scheduled leave for a particular time or when the EMPLOYER needs to cancel leave for one or more EMPLOYEES due to operational requirements, the following will be considered:

- (1) EMPLOYEES who have worked for the EMPLOYER at least one year;
- (2) EMPLOYEES who did not receive the same time, especially on holidays or special seasons, the previous year,
- (3) Emergency or hardship situations, and
- (4) Service Computation Date.

SECTION 3. SICK LEAVE

a. Sick leave will be administered in accordance with 5 CFR 630.401 and this Article EMPLOYEES shall earn sick leave in accordance with applicable laws and regulations EMPLOYEES are encouraged to conserve sick leave so that it will be available to them in case of extended illness in the future.

b. Sick leave may be granted to EMPLOYEES when they are incapacitated from the performance of their duties by illness or injury or in other circumstances as set forth by applicable regulations or laws. An EMPLOYEE who becomes ill at home and is unable to report

for work shall notify the available appropriate official on the first day of the absence, as soon he/she is aware of the anticipated absence but not later than the start of his/her shift. This requirement may be waived when extenuating circumstances occur. When an absence due to illness extends into subsequent workdays, the EMPLOYEE will not be required to contact the supervisor to request leave each day if he/she has advised the supervisor of the expected length of the absence in advance. If the illness should last longer than originally expected, the supervisor must be contacted again. Furthermore, if the EMPLOYEE provides preliminary medical documentation justifying an extended absence for medical reasons, the requests may be waived until the end of the medical extension.

c. An application for sick leave for medical, dental, and optical examination or treatment will be submitted for approval as far in advance as possible and specify the date and time of the appointment.

d. **Sick Leave Abuse:** Where the EMPLOYER has just cause to question whether an employee is properly using sick leave (for example, when sick leave is used in unusual patterns or circumstances), the EMPLOYER will inquire further into the matter and ask the employee to explain. Failure to provide a reasonable explanation may result in the employee receiving verbal or written notice requiring the employee to furnish acceptable medical documentation for that absence and each subsequent absence, due to illness or incapacitation for duty, regardless of duration. Verbal notification will be confirmed in writing and provided to the employee. Any such notice will describe the patterns or circumstances that led to its issuance as well as the requirements set forth for the employee for all future sick leave requests. All such requirements shall be removed within six (6) months if there is no just cause to believe there has been any abuse of sick leave during that period. Use of available leave or absences on approved leave shall not in itself constitute misuse of sick leave.

e. For the purpose of this ARTICLE, a medical certificate is a written statement signed by a physician or his/her staff certifying the EMPLOYEE'S incapacitation. Medical certification of release to return to work is a signed written statement that states the EMPLOYEE is capable of returning to normal duties or specifying the limiting conditions and the expected durations of such conditions as well as a prognosis and diagnosis.

f. The following procedures apply for medical certification of sick leave and return to duty:

(1) EMPLOYEES who have been sick may be required to provide a medical certificate as defined by 5 CFR 630.401 signed by the attending physician or his/her staff to include but not limited to absences of more than three (3) consecutive workdays;

(2) If the EMPLOYEE reports/returns to duty after less than three (3) workdays and the EMPLOYER has just cause to believe the EMPLOYEE is incapacitated, based on his work performance, the EMPLOYER may refer the EMPLOYEE for a medical exam;

(3) If the EMPLOYEE is found qualified by the appropriate medical staff to resume regular duties, the EMPLOYEE may immediately report back to his/her supervisor, with appropriate acceptable medical documentation;

(4) If the medical examiner determines that the EMPLOYEE is not fit for duty, the EMPLOYEE will notify his/her immediate supervisor and request appropriate leave;

g. Advanced Sick Leave. Sick leave may be granted to an EMPLOYEE in advance of its actual accrual to the extent that leave will occur to him/her during the current year. All available accumulated sick leave must be exhausted;

(1) In the case of temporary EMPLOYEES, advanced sick leave shall not exceed an appointment which is reasonably assured will be earned during the current leave year or the term of the appointment, whichever is shorter;

(2) Advanced sick leave will not be given to an EMPLOYEE when it is known he/she is contemplating retirement or resignation, or where it is anticipated that the EMPLOYEE is to be separated. There must be a reasonable assurance that the EMPLOYEE will return to duty; and

(3) A disabled veteran must be granted sick leave or annual leave, as appropriate, or leave without pay, if necessary, for medical treatment when he/she submits an official statement from a duly constituted medical authority that medical treatment is required. If practicable, the veteran must give prior notice of the period during which his absence for treatment will occur.

SECTION 4. ADMINISTRATIVE DISCRETION

a. There are numerous instances when EMPLOYEES are absent from their normal duties to perform acts or services officially sanctioned by the EMPLOYER. In performing these acts or services, EMPLOYEES remain under management control or jurisdiction and are thus considered in a duty status. Supervisors may be authorized to make individual determinations that the act or service is job-related and not chargeable to leave and to place reasonable limits on the length of such absences from normal assignments. For example:

(1) EMPLOYEES are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. Normally the excusable time will not exceed four (4) hours, plus travel time, except in unusual cases;

(2) Excused tardiness and brief absences is limited to periods of less than one (1) hour;

(3) EMPLOYEES will be excused for examinations taken at the request of the EMPLOYER;

(4) EMPLOYEES may be excused to participate in interviews when competition is for a position within the EMPLOYER'S jurisdiction;

(5) EMPLOYEES will be granted excused absence to vote when the polls are not open at least three hours before or three hours after an EMPLOYEE'S working hours; and

(6) EMPLOYEES who are veterans of declared wars or who served in a campaign or expedition for which a campaign medal has been authorized, or who are members of an honor or ceremonial group of those veterans may be granted excused absence for up to four (4) hours in any one day to participate as an active pallbearer or a member of a firing squad or guard of honor in a funeral ceremony for a member of the armed services whose remains are returned from abroad for final interment in the United States.

SECTION 5. MATERNITY/PATERNITY ABSENCES

a. The EMPLOYER may grant EMPLOYEES sick leave, annual leave, leave without pay or any combination thereof for maternity or adoption reasons.

b. If an EMPLOYEE'S incapacitation for duty continues beyond the approved period, the usual rules on the granting of sick leave, or leave without pay, as appropriate apply.

c. The EMPLOYER may grant EMPLOYEES annual leave, sick leave or leave without pay for purposes of aiding, assisting or caring for a wife or minor children during maternity leave or for adoption purposes.

SECTION 6. LEAVE WITHOUT PAY

a. LWOP is a temporary authorized non-pay status and absence from duty which may be granted upon the EMPLOYEE'S request. The LWOP is a matter of administrative discretion of the EMPLOYER. Requests for LWOP will be considered on a case by case basis.

b. As a basic condition for approval of extended LWOP (in cases not involving transferring military and civilian dependent) there should be reasonable expectation that the EMPLOYEE will return at the end of the approval period. In addition, one of the following benefits will result; increased job ability, protection or improvement of the EMPLOYEE'S health, or retention of a desirable EMPLOYEE, or be of a benefit to the government.

c. LWOP may be granted to an injured EMPLOYEE for up to one (1) year while the EMPLOYEE is receiving injury compensation under 5 U.S.C. 8101.

SECTION 7. EMPLOYEES will be allowed leave as provided by the Family Medical Leave Act and sick leave to care for a family member with a serious health condition.

ARTICLE 21

HEALTH AND SAFETY

SECTION 1. The EMPLOYER will comply with all applicable laws, regulations and this AGREEMENT which concern occupational safety and health matters. The EMPLOYER will provide and maintain safe and healthful working conditions and improve unsafe conditions. The PARTIES will cooperate in efforts to reduce accidents, injuries and health hazards.

SECTION 2.

a. The EMPLOYER will provide training required by laws and regulations.

b. The EMPLOYER will furnish personal protective clothing and equipment and necessary instruction to EMPLOYEES when it is needed. EMPLOYEES will wear protective clothing when required and use protective devices furnished to them in the performance of duties, in accordance with government-wide rules and regulations.

SECTION 3. The EMPLOYER will conduct inspections as needed on a regular basis to identify unsafe and unhealthful conditions, operations, facilities and equipment.

SECTION 4. If the EMPLOYER determines that an EMPLOYEE should be sent home or to a medical facility for treatment of injury or illness and the EMPLOYEE is unable to drive, the EMPLOYER shall arrange for the necessary transportation.

SECTION 5. GENERAL SAFETY AND HEALTH

a. The EMPLOYER shall conduct, as needed, industrial hygiene studies of environmental conditions to identify those which may impair an EMPLOYEE'S health. Such studies shall also be initiated in response to an EMPLOYEE'S reasonable complaint.

b. The EMPLOYER, in compliance with the Department of Labor Regulations and statute as well as the Workers' Compensation Program shall provide an avenue for compensation of physical examinations and/or medical testing to EMPLOYEES who may be or have been exposed to potentially dangerous or unhealthy working conditions.

c. Whenever a Government-owned motor vehicle is determined to be unsafe by the EMPLOYER, the vehicle shall not be driven until it has been restored to a safe operating condition.

d. The use and operation of equipment, forklifts and other powered industrial trucks will be in accordance with applicable DeCA directives. EMPLOYEES will examine equipment and vehicles assigned to them at the beginning of each shift. If the examination shows any condition adversely affecting the safety of the equipment or vehicle, this condition shall be reported to the EMPLOYER who shall determine if the equipment or vehicle will be placed in service.

e. Clean and adequate break areas will be furnished by the EMPLOYER as close to the work site as possible and reasonable for the utilization of the EMPLOYEE during the lunch period and break periods. Where practical, the EMPLOYER will provide a refrigerator and microwave oven in the break areas.

ARTICLE 22

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employee Assistance Program is established to help EMPLOYEES with financial issues, health problems such as alcohol or drug abuse, or with other personal problems that may also result in impaired job performance. This program is available to all EMPLOYEES and is conducted in a confidential manner consistent with applicable laws, rules, regulations and this AGREEMENT.

SECTION 2: An EMPLOYEE'S job security and promotional opportunities will not be jeopardized solely by participating in the Employee Assistance Program's counseling or referral services either voluntary or through referral.

SECTION 3. A key element in assisting an EMPLOYEE in need of rehabilitating treatment is for the person to recognize the problem and be willing to accept treatment. EMPLOYEE participation in the program is voluntary. When an EMPLOYEE refuses an offer of help or fails to respond to treatment and job performance or conduct is adversely affected, the EMPLOYER may take other action.

SECTION 4. The UNION encourages EMPLOYEE support of the Employee Assistance Program.

ARTICLE 23

UNFAIR LABOR PRACTICES

SECTION 1. The resolution of complaints that arise under 5 U.S.C. 7116, Unfair Labor Practice (ULP) should be handled informally if possible. In an effort to resolve such issues, the complaining PARTY shall request a meeting with the charged PARTY within fifteen (15) days of complaint.

SECTION 2. If no informal resolution is reached, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. All time limitations prescribed in law and FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by this informal resolution period.

ARTICLE 24

COMMERICAL ACTIVITIES

SECTION 1. The EMPLOYER will notify the UNION of studies of any contracting out of work function that may have an adverse effect on the EMPLOYEES. Additionally, the EMPLOYER will provide to the UNION copies of all releasable information available concerning proposed contracting out. The UNION understands that some of this information may be subject to confidentiality.

SECTION 2. The EMPLOYER will comply with Office of Management and Budget (OMB) Circular A-76 and other laws, rules, and regulations as appropriate relative to contracting out, including this AGREEMENT. Any disputes will be handled in accordance with OMB Circular A-76. During the process of Commercial Activity (CA) study, periodic briefings will be conducted by the EMPLOYER for the UNION to provide appropriate information on the matter. Briefings will also be held by the EMPLOYER and the UNION for EMPLOYEES to inform them of matters dealing with contracting out.

SECTION 3. The EMPLOYER will provide the UNION the opportunity to negotiate as appropriate.

ARTICLE 25

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER

SECTION 1. Direct Deposit/Electronic Funds Transfer (DD/EFT) is the standard method of payment of pay of EMPLOYEES. DD/EFT is a payment method which allows individuals to have their net pay sent directly to the account of choice at their designated financial institution DD/EFT participants benefit from: increase security of the transaction (no check to be lost or stolen), automatic deposit of their money at the opening of business on the payment date, and the elimination of special trips to deposit or cash Treasury checks. DoD benefits from the elimination of the costs of printing, mailing, and processing individual checks.

ARTICLE 26

PAYROLL ALLOTMENT OF DUES

SECTION 1. The EMPLOYER will deduct UNION dues (the regular, periodic amounts required to maintain an EMPLOYEE in good standing with the UNION) from an EMPLOYEE'S pay each payroll period when the following conditions have been met:

- a. The EMPLOYEE has signed up for voluntary allotment as provided herein;
- b. The EMPLOYEE'S earnings are regularly sufficient to cover the amount of the allotment;
- c. The EMPLOYEE has voluntarily authorized such a deduction on Standard Form (SF)1187, supplied by the UNION;
- d. The appropriate local UNION authorized official has completed and signed Section A of such form on behalf of the UNION; and
- e. The SF1187 has been submitted to the appropriate payroll office in accordance with procedures currently in place at the local level.

SECTION 2. The UNION will supply SF1187 to the EMPLOYEES involved. The UNION shall be responsible for the distribution of such forms to its members and for completion of Section A, including the certification of the current amount of the UNION's regular dues to be deducted each biweekly pay period.

SECTION 3. Deduction of dues shall begin with the first pay period that occurs after receipt of SF 1187 by the payroll office.

SECTION 4. The amount of the UNION dues to be deducted each biweekly pay period will not be changed unless a notification of dues change is received from the responsible UNION official and submitted to the payroll office.

SECTION 5. Any change in the amount of any EMPLOYEE'S regular dues with resultant change in the amount of the allotment of such EMPLOYEE per biweekly pay period, shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the appropriate official of the EMPLOYER or a later date if requested by the UNION.

SECTION 6. An EMPLOYEE'S voluntary allotment for payment of his UNION dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the UNION;

b. Assignment of the EMPLOYEE outside of the bargaining unit. If such assignment is temporary, a new SF1187 will not be required to resume dues withholding at the end of the assignment;

c. Separation of the EMPLOYEE for any reason including death or retirement;

d. Receipt by the EMPLOYER of notice that the EMPLOYEE has been expelled or has ceased to be a member in good standing of the UNION; or

e. Request by the EMPLOYEE for cancellation of his dues withholding by properly completing and submitting SF1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the EMPLOYER. These forms may be obtained from the EMPLOYER. An EMPLOYEE who submits his request for cancellation of dues deduction within the initial year will have the revocation take effect on the first pay period beginning on or after the first anniversary of the date the dues deductions went into effect. For cancellations of dues after the one year anniversary date, EMPLOYEES may submit an SF1188 to the EMPLOYER at anytime during the six (6) week period immediately preceding July 1. The EMPLOYER must receive request for cancellation no later than 1200 noon local time on the last business day of June.

SECTION 7. The EMPLOYER shall not recoup prior erroneous dues allotments to the UNION by reducing current dues allotments.

In the event the EMPLOYER improperly remits dues allotments to the UNION, the EMPLOYER will grant a waiver if the amount of an overpayment does not exceed the statutory maximum amount an agency has authority to waive, and if, in the circumstances of each case: collection action would be against equity and good conscience and not in the best interests of the United States; and, there is no indication of fraud, misrepresentation, fault, or lack of good faith on the part of the EMPLOYEE or any other person having an interest in obtaining a waiver.

ARTICLE 27

INJURY COMPENSATION

SECTION 1. The EMPLOYER recognizes the long term nature of its commitment to EMPLOYEES who have suffered job/related injuries or illnesses, and will provide to EMPLOYEES not only the appropriate physical care and other benefits to which they are entitled but also other appropriate support necessary for rehabilitation and return to duty. The EMPLOYER will implement the Federal Employees Compensation Act to be consistent with other applicable laws and regulations. The PARTIES will cooperate fully in the program to reduce the costs through safety programs, safe EMPLOYEE performance, and report valid claims for on-the job injuries or illnesses.

SECTION 2. The EMPLOYER may establish a light duty program for injured EMPLOYEES to permit them, medical restrictions permitting, to remain on the job during medical treatment and rehabilitation, and a return-to-work program geared to rehiring eligible rehabilitated injured workers into necessary and meaningful jobs and removing them from Office of Workers Compensation Program (OWCP) compensation rolls.

SECTION 3. The EMPLOYER will maintain safe and healthy working conditions practices and assist EMPLOYEES who are injured to obtain medical care and lost wage benefits to which they are entitled. The EMPLOYER will keep the EMPLOYEE on the job following the injury, or, if this is not feasible, to return the EMPLOYEE to work as soon as possible.

SECTION 4. EMPLOYEES will be responsible for:

- a. Using safe work practices and proper safety equipment;
- b. Completing all required forms accurately, on a time, and providing required information to their supervisors promptly in support of compensations claims;
- c. Obtaining necessary medical treatment;
- d. Participating in rehabilitation programs as required by their physician;
- e. Cooperating in placement actions to return to duty; and
- f. Returning to work when rehabilitated and released by their physician or OWCP.

ARTICLE 28

TRAINING AND DEVELOPMENT

SECTION 1: EMPLOYEES should take advantage of training and educational opportunities which will add to the skills and qualifications needed by them for advancement or as a prerequisite for further training provided by the EMPLOYER in their occupational fields.

SECTION 2. When advance knowledge of the impact of pending technological changes is available, the UNION will be notified of training opportunities to be afforded EMPLOYEES. Upon request, the UNION will be provided relevant data.

SECTION 3. Upon request, EMPLOYEES will be counseled on training and development that is job related and available at no cost. The EMPLOYER will provide required job related training at no cost.

ARTICLE 29

DURATION OF AGREEMENT

SECTION 1: This AGREEMENT is effective on the date of approval by the Agency Head if approval is within 30 days following execution of the agreement; or, on the 31st day following execution of the agreement if neither approved or disapproved by the Agency Head in accordance with 5 U.S.C.7114(c). The duration of this AGREEMENT will be for five (5) years from the effective date. This AGREEMENT shall be terminated at any time it is determined that the UNION is no longer entitled to exclusive recognition under 5 U.S.C. 71. The PARTIES will give written notification for the purpose of either amending or extending this AGREEMENT or commencing the negotiations of a new AGREEMENT, if either PARTY serves notice on the other PARTY not more than one hundred and five (105) days nor less than sixty (60) days prior to the end of the contract period.

SECTION 2: If neither PARTY serves notice of intent to renegotiate, this agreement will be automatically extended for a succeeding three (3) year period after the fifth year described above. In that case, it will be renegotiated if either PARTY serves notice on the other of intent to renegotiate during the period 105 days to 60 days prior to the expiration of the three (3) year roll-over period.

SECTION 3: This AGREEMENT may be opened for amendments and supplements one time at the end of the 18th month of the initial five (5) year duration of this contract for up to 5 ARTICLES per PARTY if either PARTY so requests within the 30 days prior to the end of the 18th month. Any requests for amendments/supplements shall be in writing and must include a summary of the issue being proposed. Within 20 calendar days after the receipt of the request, representatives of the PARTIES shall meet to discuss and negotiate those issues. No changes shall be considered other than those directly related to the subject of the proposed amendments/supplements. Any Amendments/supplements on which agreement is reached shall be duly executed by both PARTIES and will become effective upon the date approved by the Agency head if approval is within 30 days following execution of the amendments/supplements; or, on the 31st day following execution of the amendments/supplements if neither approved or disapproved by the Agency head in accordance with 5 U.S.C, 7114(c).

SECTION 4: The PARTIES will conduct a one hour training session with managers and Union stewards on the new changes to this Collective Bargaining Agreement, after final DoD Agency Head approval. This training session will be conducted at a mutually agreed upon location, date, and time.

APPENDIX A

OFFICIAL TIME REQUEST

1. UNION officials and their supervisors should become familiar with Article 6 of the AGREEMENT.
2. In accordance with Article 6 of the AGREEMENT governing the use of official time, the following information will be completed by all UNION officials and given to their supervisor prior to requesting time.

a. Name of EMPLOYEE or supervisor to be contacted _____
(This will only be filled out if the UNION official is to visit an EMPLOYEE or supervisor on the work site and you need your supervisor to assist you with the appointment)

b. Nature of Contact: (UNION official will check one of the following)

- _____ Negotiations
- _____ Labor-Management Relations (Committee work, etc.)
- _____ Grievance Procedure (Investigating, preparing, delivering and meeting with management officials to resolve grievances)
- _____ Informal Complaints
- _____ Serving as UNION representative at third party hearings
- _____ Representing the UNION at meetings as specifically provided in other articles of this agreement.
- _____ Serving as an agent of the employer when assigned to participate as a data collector in a wage survey.

c. Dates of official time requested: _____.

d. Expected duration of official time _____ (hours) (to be filled out by UNION official)

e. Actual duration of official time _____ (hours) (filled out by supervisor)

f. Location of meeting _____ (filled out by UNION official) (Actual location of where you will be)

3. UNION officials, it's important that you fill out this official time request and give it to your supervisor Official time is authorized under the law and within the AGREEMENT it's important that you work with your supervisor and ensure this form is filled out correctly.

UNION official (request)

Supervisor (approved, if not approved give reason on back)

APPENDIX B
GRIEVANCE FORM

Grievance Form – Step 1

Grievant(s) Name: _____ Date Filed: _____
(Please Print)

Grievant address and telephone number:

Select one below:

_____ I hereby authorize ITPEU to represent me in this grievance; or

_____ I desire to represent myself in this grievance.

ITPEU's Representative's Name:

Phone:

Address:

Basis of Grievance (please included known relevant information necessary to understand the grievance in order to issue a fair decision) (attach other pages as needed): The grievant is filing a grievance because:

Remedy sought (attach other pages as needed):

Does the Grievant request a meeting before a decision is made?

Yes ___ No ___

Signature of Grievant _____

Receipt Acknowledged
(Immediate Supervisor) _____ Date _____

Date of Step 1 Grievance Decision: _____

Deciding Official's Signature: _____

Decision (attach other pages as needed):

1. Copy for EMPLOYEE; (2) Signed Originals – One for UNION, one for EMPLOYER

Date received by Representative: _____

Signature of Representative: _____

The PARTIES have entered into this agreement and it is approved and implemented as of the dates of the signatures below:

For the Employer:

For the Union:

2.27.17
Date

2-24-17
Date