

# Collective Bargaining Agreement

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Defense Technical Information Center  
and the  
American Federation of Government Employees  
Local 2449

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## PREAMBLE

This Agreement is made and entered into by and between the Defense Technical Information Center (DTIC), hereinafter referred to as the “Agency,” and the American Federation of Government Employees (AFGE), AFL-CIO, and its agent, AFGE Local 2449, hereinafter collectively referred to as the “Local”.

The parties agree that the provisions of this Agreement apply to all non-professional consolidated units of DTIC employees in the bargaining unit.

The Agency and Local share the conviction that the public interest can best be served by a constructive Labor-Management Relations (LMR) program, which provides for optimum participation of employees through their Local. This can be best achieved through a cooperative relationship where the Agency and the Local share timely information regarding issues and interests, to the extent practicable. Both parties are committed to the development of a program which achieves these objectives.

**ARTICLE 1**  
**PARTIES TO THE AGREEMENT &**  
**BARGAINING UNITS COVERED**

**SECTION 1**

The sole and exclusive representative of the bargaining unit is defined in FLRA Certificates Case Number 22-09044 (UC) as amended 9 May 1979 and any subsequent amendments thereto.

**SECTION 2**

As the delegated bargaining agent, the Local has the full authority to meet and confer with the Agency for the purpose of entering into negotiated agreements covering the members of the unit on all subjects, matters and issues covered by said agreements; and to administer this collective bargaining agreement and all future bargaining agreements covering the unit. The Local accepts the obligation to represent all members of the unit on a fair and impartial basis.

**SECTION 3**

No other organization, association, union, or any officer or representative thereof, shall be recognized, in any capacity or for any purpose, as the bargaining agent of the unit. When either party designates an agent to act on its behalf in filing charges, complaints, petitions, or any other documents which have the purpose or the result of involving an outside agency and a local labor organization, each party will notify the other of the name and authority delegated to such agent.

**SECTION 4**

- A. The Local and the Agency agree that in the event that the AFGE or any local affiliated with AFGE seeks recognition in the future as the exclusive bargaining agent of any group of DTIC appropriated fund employees which are not presently a part of one of the units, it will be the joint position of the Local and the Agency to the Federal Labor Relations Authority that the employees should become a part of the professional or nonprofessional employee's unit, as appropriate.
- B. The Local and the Agency agree that if there is a supplemental agreement in effect, employees who are newly organized into one of the units, the supplemental agreement will automatically cover these employees.

**SECTION 5**

The Local shall be given the opportunity to be present at formal discussions between the Agency and bargaining unit employees concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment of the employees in the bargaining unit. Subject to negotiations, the Local may be given the opportunity to be present at informal discussions.

## ARTICLE 2 GOVERNING LAWS AND REGULATIONS

### SECTION 1

The Agency and the Local shall be governed by all applicable laws of the United States, including those in effect on the date of this Agreement and those which are subsequently enacted. They also are and shall be governed by all applicable government wide regulations in effect at the time that this agreement is executed. The Agency shall effectively enforce all provisions of the Civil Service Reform Act of 1978 which it has a statutory duty to enforce; but it will not enforce any government wide rule or regulation promulgated after the effective date of this Agreement which is in conflict with the provisions of this agreement unless such rule or regulation is properly subject to the provisions of 5 U.S.C. § 7116(a)(7).

### SECTION 2

The Local, however, recognizes that DTIC is a component of the Department of Defense (DoD) and that it must, therefore, operate strictly within the limits of the authority delegated to the Administrator of DTIC by the Secretary of Defense and that it must comply with and implement all non-discretionary directives issued by the Office of the Secretary of Defense (OSD) concerning matters not covered in this Agreement and not in conflict with this Agreement. At the same time, DTIC recognizes the right of the Local, in any given case, to allege that no compelling need exists for DTIC to implement a specific DoD directive and to seek relief by exercising the privileges accorded to it by 5 U.S.C § 7117. Where the DoD, or the Federal Labor Relations Authority, determines that no compelling need for the directive exists, the matter may be negotiated at that time.

### SECTION 3

Nothing in this agreement does, or ever shall, impinge upon, negate, reduce or detract from the rights and privileges which are vested in the agency by virtue of the provisions of 5 U.S.C. § 7106, "Management Rights." Pursuant to the exercise of these rights, it always has been and it shall continue for the duration of this agreement, to be the policy and the practice of the Administrator of the Agency to formulate and to implement the policies, rules and regulations which affect the Agency's employees.

**ARTICLE 3**  
**UNION REPRESENTATIVES AND OFFICIAL TIME**

**SECTION 1 - LOCAL 2449**

- A. The Local President will advise the Agency, in writing, of all elected officers and appointed or designated representatives and stewards.
- B. The Agency will recognize those locally elected officers and appointed or designated representatives and stewards whose name(s) are on the list provided by the Local President.

**SECTION 2 - OFFICIAL TIME**

- A. "Official time" means time granted by the Agency to a bargaining unit employee whose name has been provided in accordance with Section 1 of this article as being an elected, designated, or appointed officer or representative of the Local to perform representational functions defined in paragraph B below, when the employee would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay, and is considered hours of work. Except as otherwise restricted in this agreement, representational functions performed while on official time include travel and per diem.
- B. "Representational functions" means the following authorized activities:
  - 1. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.
  - 2. Participation in formal discussions.
  - 3. Investigation, preparation, filing and processing grievances in accordance with Article 36 of this Agreement.
  - 4. Preparation for and attendance at management-initiated meetings, not otherwise described in this Agreement, when invited.
  - 5. Participation on committees or panels as authorized by this Agreement.
  - 6. Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.
  - 7. Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action.

- C. The Agency and Local share the mutual responsibility of ensuring that use of official time is reasonable and is used only for purposes authorized in this Agreement.
1. The Local will receive official time for DTIC Local officials to perform representational functions.
  2. Each Local official will give advance notice whenever possible, and will notify his/her supervisor each time representation duties begin and end. If official time is disapproved due to workload reasons, the supervisor and Local official will agree to reschedule when possible.
  3. Prohibited Activities. Official time shall not be granted for the following activities except as ruled negotiable by pertinent FLRA decisions:
    - a. Matters pertaining to internal management of the Local.
    - b. Membership meetings.
    - c. Soliciting of membership.
    - d. Collecting of dues or assessments.
    - e. Campaigning for Council/Local office.
    - f. Distributing or posting of Local literature, notices and authorization cards.

## SECTION 3 - REPRESENTATION

- A. The word "representative" as used in this Agreement means one Local officer. However, the Agency agrees that in those situations when meetings require the attendance of an employee and his/her Local representative, the Agency will normally and reasonably limit attendance to not more than two (2) supervisory/managerial employees.
- B. When more than two supervisory/managerial personnel are required, the number of Local representatives may be increased by one (i.e., three management representatives equal an employee plus two Local representatives), up to a maximum of three (3) Local representatives in any one situation.

## SECTION 4 - PARTNERSHIP

All committees will require a Local officer to participate and attend meetings on the following subjects:

1. HQC Consulting Group Meetings
2. OSHEA Voluntary Protection Programs Committee
3. Any subject that the parties intend to result in an official, signed partnership agreement or statement of mutual understanding.

## ARTICLE 4 RIGHTS AND RESPONSIBILITIES

### SECTION 1 - UNION RIGHTS

In addition to those stated in this Agreement, are as stated in Title 5 U.S.C. Chapter 71.

### SECTION 2 - MANAGEMENT RIGHTS

In addition to those stated in this Agreement are as stated in Title 5 U.S.C. Chapter 71.

### SECTION 3 - EMPLOYEE RIGHTS

Employees will be treated in accordance with Title 5 U.S.C, Section 2301, Merit Principles. Each employee has the right freely and without fear of penalty or reprisal to form, join, or assist the Local or to refrain from any such activity. The right to assist the Local extends to participation in the management of the Local and to acting for the Local in the capacity of a Local representative, including presentation of its views to officials of the Agency, the Executive Branch, the Congress, or other appropriate authority. The Agency and the Local agree to assure that employees are apprised of their rights under this Section and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Local.

- A. A representative of the Local shall be given an opportunity to be present at any examination of an employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in a disciplinary action against himself or herself; and (2) the employee requests such representation. The employee may request representation before the meeting, or there may be situations where an employee begins a meeting without requesting representation, but then decides to request it. In either event, every reasonable effort will be made to schedule it at a time which is acceptable to all participants.

### SECTION 4 - EMPLOYEE RIGHT TO PARTICIPATE

Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of Local 2449.

### SECTION 5 - EMPLOYEE CONCERNS

Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate Agency or Local representative at the lowest level capable of resolving the matter through the procedures provided in this agreement.

### SECTION 6 - INVESTIGATIVE INTERVIEWS

- A. A representative of the Local shall be given an opportunity to be present at any examination of an employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in a disciplinary action against

himself or herself; and (2) the employee requests such representation. The employee may request representation before the meeting, or there may be situations where an employee begins a meeting without requesting representation, but then decides to request it. In either event, every reasonable effort will be made to schedule it at a time which is acceptable to all participants.

- B. Where it is within the control of the Agency, employees shall not suffer public embarrassment by the serving of warrants, subpoenas or similar legal documents in public.
- C. When an employee is being physically removed from the workplace, the Agency will make every reasonable attempt to protect the employee from unnecessary public embarrassment while ensuring the safety and security of the workplace.
- D. An employee who is interviewed as the subject of a formal investigation conducted by the Agency will, upon request, be advised if the investigation is ongoing or closed to the extent such disclosure does not violate DoD or other regulations or policies and does not compromise an ongoing investigation.

## **SECTION 7 - RIGHT TO UNION REPRESENTATION**

Employees and supervisors will be advised in writing at least twice yearly of employees' right to:

- A. Representation at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or any other general conditions of employment.
- B. Representation in any examination of the employee by a representative of the Agency in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employee may request representation before the meeting, or there may be situations where an employee begins a meeting without requesting representation, but then decides to request it. If representation is requested, the meeting will not be delayed beyond one business day (Monday through Friday) without mutual agreement of the parties.

## **SECTION 8**

If an employee has a problem or situation which the employee desires to discuss with a Local representative during working hours, the employee will advise his or her supervisor and request release prior to leaving the worksite. Supervisors will grant reasonable requests for temporary absence for this purpose at such times and for such a period of time as the employee can be excused. If not immediately approved, the supervisor will inform the employee of the earliest time that the employee can leave.

## **SECTION 9**

Employees are entitled to their pay at the proper time and in the proper amount. The Agency will make reasonable efforts to assure that employees receive their proper pay at the proper time.

## **SECTION 10**

- A. The Agency will advise new employees of their right to join or assist the Local freely and without fear of penalty or reprisal or to refrain from any such activity; and will inform new employees of the names and phone numbers of appropriate Local representatives.
- B. The Agency will notify employees in writing of the general requirements for payment of Health Benefits premiums during their non-pay status and the effects of cancellation of coverage.

## **SECTION 11**

The private life of an employee is his or her own affair except as it affects the efficiency of the service.

**ARTICLE 5**  
**PROPOSALS FOR CHANGE DURING THE**  
**TERM OF THE AGREEMENT**

**SECTION 1 - BARGAINING ON MATTERS INCLUDED & NOT INCLUDED IN THIS AGREEMENT**

- A. If a future law mandates a change to this agreement, the Agency will notify the Local President in writing of the proposed change. The Local will notify the Agency of its intent to accept the change or its desire to negotiate any negotiable aspect of the change within 15 workdays of receipt of Agency notification.
- B. The Local or the Agency may propose negotiations regarding change in working conditions of employment, and subjects not already covered by this MLA is implemented. The parties will respond to each other's proposal within 15 workdays.
- C. Negotiations regarding changes in working conditions of employment initiated by the Local and subjects not already covered by this MLA or by Memorandum of Agreement negotiated after this MLA is implemented. The Agency will respond to the Local proposal within 15 workdays.
- D. The Agency will not implement or enforce discretionary changes in conditions of employment that are mandatory subjects of bargaining until bargaining has been completed.
- E. The Agency agrees to provide to the Local President notice of any change in any Agency directive or policy issuance relating to bargaining unit employees. The Local president will be briefed by the Agency on these requested changes.
- F. If a DoD or OPM regulation changes conditions of employment on issues not specifically covered by this agreement, the procedures set forth in paragraphs A. through D. shall apply.

**SECTION 2 - GENERAL**

Both parties will agree on the date and hours for negotiations and will have no more than four (4) members involved in "face-to-face" negotiations. The Agency will provide official time for DTIC employees engaged in representing the Local in negotiations.

## **SECTION 3 - NOTIFICATION TIMEFRAMES**

Notification will be by either certified mail or hand delivery, with signed acknowledgment.

## **SECTION4 - RESOLUTION**

If, after 20 workdays of negotiations, resolution cannot be reached, both parties will request the services of the Federal Mediation and Conciliation Service (FMCS).

**ARTICLE 6  
NOT USED**

## ARTICLE 7 RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

### SECTION 1

For the purpose of this agreement, “research program” means a planned study of the manner in which public management policies and systems are operating, the effect of those policies and systems, the possibilities for change, and comparisons among policies and systems; and “demonstration project” means a project conducted by the Office of Personnel Management (OPM), or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved federal personnel management.

### SECTION 2

In the event that the Agency is requested to participate in an OPM sponsored research or demonstration project under Chapter 47 of Title 5, United States Code, the Agency will:

- A. Not approve any project involving bargaining unit employees:
  1. If the project will violate this Agreement unless the Local has agreed to permit its inclusion, pursuant to 5 U.S.C. § 4703(f)(1), or
  2. Until there has been consultation or negotiation, as appropriate with the Local, if the project is not covered by this Agreement, pursuant to 5 U.S.C. § 4703(f)(2).
- B. Abide by 5 U.S.C. § 4703(e) if the OPM or the Agency determines that the project creates a substantial hardship on or is not in the best interest of the public, the Federal Government or employees.

## ARTICLE 8 EQUAL EMPLOYMENT OPPORTUNITY

### SECTION 1

The Agency and the Local acknowledge their mutual responsibility for assuring that no one has authority to take, direct, recommend, or approve any personnel action, or to influence, directly or indirectly anyone in the taking, directing, recommending or approving of any personnel action, that shall discriminate for or against any employee on the basis of race, color, religion, sex, or national origin, as prohibited under the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; on the basis of age, as prohibited under the Age Discrimination in Employment Act of 1967, as amended by the Fair Labor Standards Amendments of 1974; on the basis of sex as prohibited under the Fair Labor Standards Act of 1938; on the basis of mental or physical handicapping condition under the Rehabilitative Act of 1973; or on the basis of marital status or political affiliation as prohibited under any law, rule or regulation.

### SECTION 2

The parties pledge to do everything, jointly and severally, which can lawfully be done to achieve, at the earliest practicable date, a DTIC workforce which is fully reflective of the Nation's diversity. The Agency Equal Employment Opportunity/Affirmative Employment Program (EEO/AEP) shall be designed to promote equal employment opportunity in accordance with applicable law and government-wide regulation.

### SECTION 3

In pursuit of this principal and ultimate EEO objective, it is agreed that when filling positions in which minorities, people with disabilities, or women are presently under-represented, every reasonable and lawful action will be taken to remedy this situation by affirmatively considering minority and female candidates, as well as candidates with disabilities.

### SECTION 4

Complaints of discrimination based upon alleged violation of any of the laws or directives listed in Section 1 above will be given prompt and fair consideration and every effort will be made to provide a just and expeditious resolution of each such complaint. Persons who make such complaints of alleged discrimination or who participate in the presentation of such complaints shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal.

## **SECTION 5**

The Agency has the duty and the responsibility to provide competent EEO Counselors who shall be available to give prompt attention to all EEO complaints. Collective bargaining agreements may, at the discretion of the parties to such agreements, provide for the nomination by the Local to be considered by the Agency to be selected and trained to serve as EEO Counselors. The Agency will post information on how to obtain EEO counseling along with appropriate telephone numbers.

## **SECTION 6**

A person who files an EEO complaint has the right to be represented by any representative of his/her choosing during any stage of the complaint procedure. When a complainant elects to exercise that right, he/she must advise the Agency in writing of the name of his/her chosen representative. The complainant may also terminate or replace his/her representative, in which case he/she must also advise the Agency in writing. Nothing in this Section imposes any obligation upon the Agency to provide EEO complainants with attorneys.

## **SECTION 7**

The Agency agrees to provide a copy of the applicable EEO Action Plan, EEO regulation or directive governing the EEO Complaints procedure to any employee who requests such documents.

## **SECTION 8**

The Agency will continue its efforts to identify and remove barriers to the employability or to the on-the-job performance of people with disabilities.

## **SECTION 9**

The Agency will revise and replace its present Agency-wide AAPP (and FEORP) when it is instructed to do so by the Equal Employment Opportunity Commission (EEOC). In drafting subsequent Plans, the Agency will make every effort to make every change which can be made to facilitate the accomplishment of its basic objective of a fully integrated workforce, as set forth in Section 2 above, and to avoid making any change which will inhibit or delay the accomplishment of that principal objective. The Agency will incorporate into the revised Agency Plan any proposed changes which will expedite the achievement of that result. The Local agrees to contribute to that process. In pursuit of that end the following procedures will be implemented:

- A. The Agency will provide the President of the Local with an electronic copy of the current Agency-wide EEO/AAPP and/or revisions, as required.
- B. Within 60 days of receiving the aforesaid Agency-wide AAPP and/or revisions, the President of the Local will provide the Agency with any proposals which the Local wishes to make with respect to changes which it believes will aid materially in achieving a fully integrated workforce.

- C. Within 60 days of receiving the Local's proposals, the Agency will adopt those proposals which it agrees will contribute materially to the Agency's principal EEO objective or to any of its supplemental objectives. It will reject all proposals which will inhibit or delay the full integration of the workforce. In either case it will advise the Local President of the Agency response to each proposal within the 60-day time period.
- D. In the event that the Agency rejects a Local proposal and the parties are unable, after negotiating the disputed proposals on the subject, to achieve a meeting of the minds on whether a given Local proposal does or does not inhibit or delay the achievement of the Agency's basic EEO objective, the parties will jointly petition the Federal Service Impasses Panel for assistance in resolution of the question: "Will adoption of the proposal contribute materially to the integration of the Agency's workforce; or will it contribute to one of the Agency's supplemental EEO objectives without inhibiting or delaying the accomplishment of the basic objective of a fully integrated workforce?"
- E. Nothing in this Article will constitute valid grounds for the Agency's failure to comply, in a timely manner, with nondiscretionary directives issued by the EEOC.

## SECTION 10

The Local will have the opportunity to appoint one representative to any official EEO committee established by the Agency.

## **ARTICLE 9 UPWARD MOBILITY**

The Agency and the Local agree to the importance of providing lower-grade employees with opportunities to satisfy their career aspirations through competition for positions in career fields in the general schedule (GS-1-9), or at equivalent wage grade full performance levels.

## ARTICLE 10 CAREER DEVELOPMENT AND TRAINING

### SECTION 1- GENERAL

- A. The Agency will provide training, education and development opportunities in accordance with 5 CFR, Part 410. The Agency and Local shall encourage employees to take advantage of training and educational opportunities. Such training will add to skills and qualifications needed to increase their efficiency in the performance of their duties, meet future Agency requirements, and qualify for advancement.
- B. Where non-job related courses are available only during duty hours at an area institution, the Agency will give appropriate consideration to an employee's request for a special tour of duty to permit the employee to take the course.
- C. To the extent practicable, training directed by the Agency will be scheduled within employees' work hours. When it is not possible to do so, the employee's shift may be adjusted to encompass the hours of the training. Overtime pay for training is generally prohibited for FLSA Exempt positions, except as specifically addressed in exceptions described in 5 CFR 410. Overtime pay for training or attending lectures, meetings or conferences for employees covered by FLSA is described in 5 CFR 551.423, which provides for payment of overtime only when the training is directed (rather than permitted) by the Agency and the purpose of the training is to improve the employee's performance of the duties and responsibilities of his/her current position.
- D. The Agency agrees to provide appropriate job related training to employees without regard to disability, race, religion, sex, age, national origin, or Local affiliation or non-affiliation.

### SECTION 2 - INDIVIDUAL DEVELOPMENT

An Individual Development Plan (IDP) will be reviewed and updated annually and discussed in conjunction with performance evaluation discussions. The Agency will assist the supervisor and the employee in the development of the IDP, and will provide access to appropriate sources of formal training (e.g. web sites, catalogs). Upon an employee's assignment to a new or different position, the supervisor will inform him or her of the purpose of an IDP, and develop an IDP that outlines the skills or knowledge required for performance in the position and recognizes the employee's developmental interests. Additionally, the supervisor shall make every reasonable effort to provide training and developmental activities identified on each employee's approved IDP when such training is related to the employee's official job duties.

### SECTION 3 - EXPENSES

- A. The Agency will pay approved job related training and/or formal education expenses. Employees who are interested in pursuing courses of training or higher education at their

own expense are encouraged to do so.

- B. Where employees have been directed to attend training during duty hours, they will be carried in a pay status, without charge to leave, while attending classes.
- C. Payment or reimbursement will be made for the following expenses related to obtaining required licenses or certifications:
  - 1. Tuition, fees for formal (instructor-led or self-study) examination preparatory/review courses.
  - 2. A maximum of 1 examination preparatory/review course of study for required licenses or certifications.
  - 3. Examination fees for 1 test and 1 subsequent retests if required.
  - 4. License/certification/renewal fees will be paid by the Agency.
- D. The employee/Agency is responsible for maintaining required certifications and scheduling any necessary continuing education (CE) classes required to maintain certifications on official time. For example, if the employee is required to take 120 CE credits over a three-year period, the employee/agency is responsible for doing so on a continuous basis rather than waiting until the third year. The employee will when possible utilize DOD offered courses to fulfill CE requirements.

#### **SECTION 4 -VOLUNTARY PARTICIPATIONS/SELECTIONS**

Employees may choose to submit or not submit applications for positions that are considered to be developmental or involve a career-ladder promotion. However, once selected into a career development program, developmental training assignments will be considered assignments of work.

#### **SECTION 5 - ANNUAL SURVEYS**

The Agency will conduct an annual review of training requirements. Agency and the Local will participate in an annual assessment and analysis of workforce competency gaps to ensure that organizational, occupational and individual needs are addressed in corporate training solutions.

An analysis for workforce competency gaps involves two primary components: (1) the selection of competencies to assess, and (2) the identification of current proficiency gaps in incumbents' ability to apply these competencies during job performance. Competency gap analysis will be conducted for each of the mission critical occupations identified by the Agency.

#### **SECTION 6 - TRAINING PROGRAMS**

Agency's training programs may include but are not limited to the following:

- A. Classroom Training
- B. On-the-job Training
- C. Technology-based Training, e.g. computer-based, satellite, e-learning

- D. Coaching and mentoring
- E. Cross-training and rotational assignments
- F. Maintaining Certification Continued Education (CE) Training
- G. Internship and other career ladder positions

## SECTION 7 - EMPLOYEE ORIENTATION.

- A. The Local has the right to be present at New Employee Orientation briefings attended by bargaining unit employees, as they constitute formal discussions. Normally the Local will be provided at least ten workdays advance notice of the orientation sessions, so that a representative can be sent to conduct a presentation.
- B. At the New Employee Orientation, the Local may provide a brief (30 minutes or less) presentation regarding labor-management relations and the functions of Local.
- C. The Agency will provide the Local with a quarterly listing of all newly hired bargaining unit employees. This listing will include the directorate, name, title, series and grade of employees gained during the previous quarter.

## SECTION 8 - ADVANCE NOTICE

Normally, employees will be given at least two weeks' advance notice of training courses that require TDY. When scheduling training that will require TDY, the Agency will, upon request, take into consideration personal hardship or other job related training courses a candidate is enrolled in that would conflict.

## SECTION 9 - UNION REQUESTS FOR INFORMATION

Upon request, the Agency will provide the Local with appropriate information needed to fulfill its representational responsibilities.

## ARTICLE 11 INCENTIVE AWARDS

### SECTION 1

The Incentive Awards Program will be administered on a fair and equitable basis. Any employee considered deserving of an award by his/her supervisor will be nominated in timely manner.

### SECTION 2

The Local may be afforded the opportunity to have a voting representative participate on any established incentive awards committee for all awards applicable to bargaining unit employees that require committee recommendation.

## ARTICLE 12 POSITION CLASSIFICATION

### SECTION 1 - GENERAL

- A. Each position covered by this agreement must be current and accurately described, in writing, and classified as to the proper occupational title, series, grade, and pay system in accordance with OPM and Agency regulations.
- B. The description must clearly and concisely state the major duties responsibilities and supervisory relationships of the position. Position descriptions do not control work assignment. Supervisors may direct and assign specific tasks that are not reflected in the job/position description. Should such tasks become major duties or grade controlling, the description should be modified to reflect these tasks so that the description will be kept current and accurate.
- C. Position descriptions containing "and other duties as assigned" or similar phrases will not be used as a basis for assigning duties to an employee on a recurring basis which are unrelated to his/her principal duties.
- D. Employees will be furnished a copy of the description of the position to which assigned at the time of assignment and when the position is officially revised to reflect significant changes.
- E. As an appropriate arrangement for employees adversely affected by the assignment of lower graded duties, the Agency will make every reasonable effort to assign work consistent with the employee's grade level in his or her current position of record.

### SECTION 2 - APPLICATION OF CLASSIFICATION STANDARDS

Activities will apply newly issued OPM classification and job grading standards within a reasonable time in accordance with applicable regulations. The Local will be notified reasonably in advance when any changes in position classification or job grading standards will impact on unit employees at the activity. When an encumbered position is reclassified downward, the employee will receive grade/pay retention and priority consideration entitlements in accordance with applicable regulations and this Agreement.

## **SECTION 3 - ACCURACY OF POSITION DESCRIPTIONS**

An accurate position description is necessary to review the classification of a position. Questions regarding the accuracy of position descriptions are resolved using the negotiated grievance procedure. During the grievance procedure, the employee may request and receive an audit of his/her position description. Time limits for the grievance will be extended by the amount of time taken to complete the audit.

## **SECTION 4 - CLASSIFICATION REVIEW AND APPEALS OF POSITION PAY PLANS, TITLES, SERIES AND GRADES**

- A. Upon request, the Classification Specialist shall explain all factors used in evaluating a position to an employee or Local representative. Upon request, the Agency shall provide copies of evaluation statements to the Local, should such statements exist.
- B. When an employee notifies the activity that he/she wishes to file an appeal regarding job title, series, or grade, he/she shall be furnished, upon request, information on appeal rights and procedures in applicable regulations. Contingent upon Local acceptance, an employee may elect to be represented by the Local when appealing and when discussing appeal rights and procedures with the Human Resources Office.
- C. Employees who file a classification or job grading appeal with the Department of Defense will be provided a copy of all documentation entered into the case file by the servicing Human Resources Office. An employee who files a classification appeal with OPM will be furnished, upon request, a copy of that information which OPM requires as part of an appeal and which is not readily available to the employee.

## **SECTION 5 - EFFECTIVE DATE**

The effective date of a personnel action directed by an appeal decision shall be as prescribed in applicable regulations unless otherwise specified by OPM.

## **SECTION 6 - COPIES OF POSITION DESCRIPTIONS**

- A. Upon request employees will be provided a copy of their position description within five workdays.
- B. Copies of unit position descriptions will be provided to the Local upon request.
- C. When a position is reclassified and it results in a change in series or grade, the Local will be notified in writing.

## **SECTION 7 - ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY**

- A. Environmental Differential (Federal Wage System). When it is not possible to minimize or practically eliminate hazardous working conditions through the use of personal protective equipment or changes to work practices, environmental differentials will be paid to Federal Wage System (WG) employees in accordance with applicable regulations.
- B. Hazardous Duty Pay (General Schedule). Pay to GS employees for irregular or intermittent duty involving unusual hardship or hazard that is not adequately alleviated by protective or mechanical means will be paid in accordance with applicable regulations.
- C. Grade Determination. It is recognized that a determination must be made regarding whether the physical hardship or hazardous duties were used to determine the grade of the position. Upon request, the activity shall inform the employee and the Local whether or not such duties were taken into account in establishing the grade, including whether, absent those duties, the grade would have been lower.
- D. Nothing in this article prohibits the establishment of Joint EDP committees on an ad hoc basis should a need arise.

## ARTICLE 13 MERIT PROMOTION

### SECTION 1 - PURPOSE AND SCOPE

This Article is applicable to all promotions to Agency positions within the bargaining units represented by this Local.

### SECTION 2 -PRINCIPLES

- A. The DTIC is an equal employment opportunity Agency.
- B. The Agency and Local share an interest in a fair and open merit promotion process that provides employees with the opportunity to advance in their careers based on merit.
- C. Employee trust in the Program is an important factor in employee morale.
- D. Because of the importance of the Merit Promotion Program to the Agency, Local and DTIC employees, the parties agree to work together to maintain the integrity of the Program and improve the level of trust in the Program.
- E. The Agency requires a highly competent, fully integrated workforce in order to accomplish its mission.
- F. The Agency may select or not select from among a group of referred promotion candidates, or candidates from other sources such as reinstatement, transfer, reassignment, excepted appointment, or those within reach on an appropriate OPM or delegated examining unit certificate.
- G. The Agency agrees to assist the Local to assist them in setting up a USA Jobs account so that the Local automatically receive DTIC job announcements.

### SECTION 3 - POLICY

- A. Merit Promotion procedures apply to actions implementing the competitive placement (for over 120 days) of employees (including reinstatement and transfer eligible) to positions at grade levels higher than those of their previous positions. They also apply to placement into positions that offer promotion to grades that are higher than the specific full performance level of any position previously held on a permanent basis. Merit promotion procedures do not apply to non-competitive candidates (i.e., reassignment eligible, change to lower grade, and re-promotion candidates or to applicants under delegated examining procedures).
- B. Higher level duties and responsibilities will not be assigned to employees on a continuing basis when such assignment is not in accordance with the provisions and intent of this Article since such assignments create the impression of favoritism and

pre-selection and impair employee confidence in the integrity of the promotion Program.

C. Violations of the promotion program can have serious impact on personnel management that goes beyond the particular cases involved. Proper promotion actions are essential to assure that the Agency is being staffed by the best persons available and employees are receiving fair consideration. Thus, the Agency agrees to take appropriate and timely measures to correct deficiencies discovered.

D. Expedited Grievance Procedure for Merit Promotion:

1. The Agency and Local share an interest in fair consideration of applicants for promotion. This expedited grievance procedure provides a means for rapid review of employee or Local grievances regarding qualifications or rating decisions. This procedure may be used by an employee or by the Local prior to the announcement of a selection.
2. In the event a grievance is filed using this procedure, the Agency will stay the selection process for five workdays, or until the grievance decision is rendered, whichever occurs first. If multiple grievances are filed, the Agency will suspend the selection process for five workdays from receipt of the first grievance.
3. Matters excluded:
  - A. Grievances not involving merit promotion [see the negotiated grievance Article].
  - B. Merit promotion grievances filed subsequent to official announcement of selection[s].
4. Procedure: The Local/employee[s] may request specific information regarding the qualifications/rating determination to determine whether a grievance exists. The Agency agrees to provide such information in an expeditious manner in order to avoid any delay in processing a grievance. The written grievance must be initiated within 5 workdays after receipt of the requested information by the Local/employees. The Agency's Human Resources representative will meet telephonically or in person with the Local/employee to discuss the complaint within 3 work days from receipt of the complaint. The Agency's Human Resources representative will provide a written decision within 2 workdays of the meeting/telephonically. Rationale for grievance decisions will be provided commensurate with the issues framed in the grievance.

5. A grievance not resolved by this procedure may be advanced to the second step of the negotiated grievance procedure for Merit Promotion (Section 16).

## **SECTION 4 - DEFINITIONS**

- A. Area of Consideration - The organizational and/or geographical area within which qualified candidates will be eligible for consideration for competitive promotion or position change.
- B. Best Qualified Candidates – Candidates are considered as being highly proficient in the requirements of the job as defined by the Agency and can perform effectively in the position with a minimum amount of training and/or orientation.
- C. Concurrent Consideration - The simultaneous consideration of Agency and non-Agency candidates for competitive promotion.
- D. Minimum Area of Consideration - The narrowest area of consideration from which the search for qualified candidates may be made.
- E. Promotion Certificate - The certificate containing the names of the best qualified candidates eligible to be considered by the selecting official for competitive promotion.
- F. Selecting Official - The individual delegated authority by the Agency to make the decision regarding the selection for placement into a position.
- G. Subject Matter Expert (SME) - A person who has knowledge and experience that has provided a familiarity with the duties, qualifications requirements, and responsibilities of the position.
- H. Underrepresented Position - A position in any occupation or grade level in which the organization under the supervision of the selecting official has not reached the applicable established Agency EEO and/or Affirmative Employment Program goal(s).

## **SECTION 5 - PROMOTIONS EXCEPTED FROM COMPETITION**

The following types of actions may be taken without regard to the competitive procedures established by this Article:

- A. A promotion resulting from the upgrading of an employee's position due to the issuance of a new classification standard or the correction of an initial classification error.

- B. A position change resulting from the application of reduction-in-force procedures when the action is technically termed a promotion because pay fixing policy requires the employee to receive a higher rate of pay than the employee received in the old job.
- C. Career promotion of an employee without current competition when at an earlier stage the employee was selected from a civil service certificate or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.
- D. A career ladder promotion following noncompetitive conversion of a student career experience program (DTIC Pathways Intern Program) employee.
- E. A position change from a position having known potential to a position having no higher potential.
- F. A temporary promotion of 120 days or less.
- G. Conversion from temporary to permanent promotion provided the temporary promotion was effected under competitive procedures and the fact that it might lead to permanent promotion was made known to all potential candidates.
- H. Re-promotion to a grade which is no higher than the highest grade previously held on a permanent basis or to a position which offers a non-competitive promotion to a position that is no higher than the specific full performance level of any position previously held on a permanent basis. This provision does not apply to an employee previously demoted for cause.
- I. Promotion after failure to receive proper consideration in a competitive promotion action.
- J. Promotion directed by the administrator or higher authority to effect the corrective action on an equal employment opportunity complaint, appeal, or grievance decision or to correct a violation of regulation or law.
- K. While accretion of duties promotions may be proper and necessary under certain circumstances, it is very important to ensure, to the greatest extent possible, that they are processed in the same manner. A non-competitive promotion is authorized in accordance with government wide rules, regulations and law, for example, when the employee's position is reconstituted because of either a planned management action or an unplanned accretion of additional duties and responsibilities, provided:
  - 1. The employee will only perform the duties as described in the newly approved Position Description.

2. The addition of new duties and responsibilities does not impact on the grade of any other encumbered position.
3. The employee meets all requirements for promotion to the position.
4. The position to which the employee is promoted is not a career ladder position.
5. The duties and responsibilities that support the higher-level position will continue beyond one (1) year.
6. Successive accretion of duties promotions are not ordinarily permitted. The Local will be advised in writing of such promotions.
7. When an employee is promoted by accretion of duties, immediate reassignment to another position is generally inappropriate, especially to another career field.

## SECTION 6 - RESPONSIBILITIES

### A. DTIC Human Resources Services will:

1. Administer the Merit Promotion Program and assure adequate advice and assistance is provided to supervisors and employees to enable them to discharge their responsibilities in connection with the program.
2. Appraise candidates for competitive promotion opportunities as objectively as possible and consistent with the facts as evidenced in actual performance.
3. Provide an easily accessible method for employees to obtain status of applications, preferably using the Internet or Intranet.
4. Provide advice, upon request, to employees with respect to the filing of applications and the regulatory aspects of the promotion program.
5. If requested, the Local will be provided access to the promotion referral list (minus applications) and subsequent supplemental list[s] thereto at the same time the list is submitted to the selecting/management official having the vacancy. If a decision is made to remove an employee from a promotion certificate, the Local and employee[s] affected will be advised and rationale provided prior to the change. Continued access is contingent upon Human Resources and the Local's adherence to confidentiality requirements.
6. Upon request from the Local/employee[s], the Agency will provide a breakout of the employee's rating information and competencies credited.

7. Provide the Local President or designee with the names of selectees for bargaining unit positions once the release/reporting date is established.

The Agency will:

1. Select candidates who they believe are the best qualified without regard to favoritism or other non-merit factors.
  2. Make selection decisions within a reasonable time after receipt of a promotion certificate.
  3. Release employees selected under this program normally not later than the beginning of the second pay period following final selection. The requirement to release employees also applies to reassignment candidates who apply in response to Merit Promotion announcements and are selected.
  4. Document reasons for non-selection of employees eligible for re-promotion priority who have been certified on a promotion certificate.
- C. Local 2449 will bring matters of concern regarding the promotion program to the attention of the DTIC Human Resources as early as possible in an effort to reach informal resolutions.
- D. Employees will:

1. Assure that applications are completed properly, accurately and in the detail required to permit a valid evaluation of their qualifications.
2. Cooperate in the resolution of questions concerning their qualifications and eligibility for a specific job vacancy or job category by providing pertinent information as may be requested or required.
3. Respond to the requirements of Job Opportunity Announcements (JOAs).
4. Employees who are absent from work are responsible for monitoring vacancies for which they want to be considered.

## SECTION 7- AREA OF CONSIDERATION

- A. The area of consideration for positions to be filled through competitive promotion procedures must be broad enough to obtain a sufficient number of best qualified candidates, inclusive of underrepresented groups, from which to select and to provide adequate promotion opportunities for employees.

- B. Employees who are absent for an officially approved reason, e.g., on detail, on leave, at training courses, in the military service, or serving in public international organizations or on Intergovernmental Personnel Act assignments, if otherwise in the area of consideration, may not be excluded from consideration based on their absence.

## SECTION 8 - PRIORITY CONSIDERATION

Priority consideration will be given to those qualified candidates who have entitlement to consideration under other regulatory requirements. These include employees affected by reduction-in-force or transfer of function in accordance with their eligibility and/or rights under the DoD Priority Placement Program, registrants in the OPM Interagency Career Transition Assistance Program (ICTAP), employees receiving priority consideration under EEO procedures, employees denied proper consideration because of an error or program violation, employees transferred or detailed to international organizations, individuals in the military service who have reemployment rights, DoD overseas returnees, and recovered disability annuitants and injury compensationers.

## SECTION 9 - JOB OPPORTUNITY ANNOUNCEMENTS

- A. Positions to be filled through the competitive promotion process will be publicized by means of a job opportunity announcement (JOA). JOAs will be posted electronically via the Internet along with announcement email sent to the entire staff.
- B. As a minimum, JOAs shall include the following information:
- a. The JOA number
  - b. The position title(s), occupational series, and grades(s).
  - c. Opening and closing dates.
  - d. A brief summary of the representative duties of the position(s).
  - e. Area of consideration.
  - f. Qualification requirements, including a description of any modification of established qualification requirements.
  - g. Selective placement factors, if any.
  - h. Specific criteria upon which evaluation of applicants will be based.
  - i. A statement that the position(s) covered has (have) known promotion potential which can result in subsequent career promotion(s), if applicable.
  - j. Any test(s) required.

- k. Any unusual conditions of employment that it might be advisable to publicize, such as tour of duty, temporary duty (TDY) travel, driver's license, financial statement filing requirement, security requirements, etc.
    - l. A statement whether applications will be accepted from VRA eligibles and 30 percent or more disabled veterans. A statement concerning receipt of applications from Veteran's Employment Opportunities Act (VEOA) candidates will be placed on announcements when DLA merit promotion announcements are open to applicants outside of DoD. VEOA candidates determined to be among the best qualified will be referred.
  - m. The statement: "The Defense Technical Information Center is an equal opportunity employer."
  - n. Statement that basic eligibility requirements such as time in grade, minimum qualifications, and other regulatory requirements must be met by the closing date (or the closing/cut-off date of the register, if one is used).
  - o. Length of temporary promotion or detail (if appropriate).
  - p. How and where to apply, including any special forms required.
  - q. Statement concerning payment or nonpayment of PCS.
  - r. Statement as to whether the position is a drug testing designated position.
  - s. Statement as to whether the position is subject to mobility or rotation.
  - t. Bargaining unit status.
  - u. Position sensitivity (and information explaining security clearance process if applicable).
- C. JOAs will be posted in appropriate places, such as electronic bulletin boards, electronic mail systems, or official bulletin boards developed for that purpose during the time limits within which applications will be accepted. Announcements issued for specific vacancies will remain open for a minimum of seven business days.
- D. An announcement issued for a specific vacancy or vacancies may also be used to fill any number of additional vacancies within six months after the closing date of the announcement that arise in the activity, provided the JOA contains a statement that the JOA will be used for the additional timeframe.
- E. JOAs for positions for which there is an anticipated frequent, repetitive or continuous need may either be announced on an open continuous basis, or may be

announced for a limited period and used to establish a register of best qualified candidates to be referred as appropriate vacancies arise.

1. For JOAs announced on an open continuous basis, interested applicants within the area of consideration may apply at any time prior to cancellation of the JOA. Each time a vacancy occurs which will be filled from the JOA, all eligible candidates who have applied up to the date that the Request for Personnel Action (RPA) is received for recruitment will be considered. Applicants will be removed from such registers upon acceptance of an offer of placement from a certificate of eligible issued under the announcement.
  2. For JOAs that will be open for a limited period and used to establish continuing promotion registers, applicants may apply only during the limited period indicated. Eligible candidates will be placed in rank order on a register that will be used to fill similar vacancies as they occur for a specified period of time after the closing date of the JOA. Generally, a promotion register may be used for a period of up to one year provided the JOA is reopened after six months to allow for the submission of applications from other interested employees and the updating of applications by employees who have previously applied. If the JOA is not reopened, certificates may be issued for no more than six months after the closing date of the announcement. Applicants will be removed from such registers upon acceptance of an offer of placement from a certificate of eligibles issued under the announcement.
- F. To be accepted, applications must be received by the closing date of the announcement. For JOAs not using the automated system, applications must be postmarked by the closing date and received within five calendar days of the closing date.
- G. Amendments, cancellations, extensions or other changes to JOAs will be publicized by issuance of an amended JOA.

## SECTION 10 - EVALUATION OF CANDIDATES FOR COMPETITIVE PROMOTIONS

- A. The Agency and Local recognize their shared interest in a consistent and efficient Merit Promotion system that provides for prompt filling of vacancies with high quality applicants.
- B. The Agency will use an automated system for evaluation of candidates. In the event the Department of Defense selects new software for Merit Promotion, the parties agree to reopen this Article to address the capabilities and limits of the new system. For each position (or group of positions) that will be filled through competitive promotion procedures, the method of rating must be documented. This job analysis

will address:

1. The competencies and training identified through job analysis as necessary for successful job performance and the relative weight assigned to each.
  2. The measurement methods to be used.
  3. Evaluation procedures to be followed and measuring information to be used, based solely on job-related criteria.
- C. Competencies to be used for evaluation purposes must be derived from the official position description for the position being filled.
- D. Candidates who have a current annual performance rating of “results not achieved” or “unacceptable” will not be certified for promotion consideration. They will be notified that they are ineligible for further consideration.
- E. Applicants for promotion will be evaluated based upon related competencies, education and awards. The relative importance and weighting of competencies, education and awards will be determined by the job analysis prior to issuance of the JOA.
- F. Applicants will be evaluated using a 100 point scale.
- G. Applicants will be advised, via their OPM account, of the status for which the automated system has awarded credit. In the event the Agency overrides the automated system determination, the employee will be notified of the change and the reason.
- H. To assist employees in applying for positions using the automated system, the Agency will provide employees with information regarding locations where free Internet access is available. Where practicable, employees who do not have Internet access at their desk/workspace will be permitted to use available Agency computers and/or kiosks to prepare and submit automated job applications during non-duty hours.
- I. The Agency and Local agree that it is in the best interest of employees and the Agency to maintain a degree of consistency in evaluation of applicants. To that end, the expectation is that the Agency will not make frequent changes to crediting plans in the absence of significant changes to positions.

## SECTION 11 - REFERRAL OF CANDIDATES FOR SELECTION

- A. The best qualified list will be determined by DTIC Human Resources Service Provider based on the scores of the top 25 candidates, plus ties for competitive candidates, and non-competitive candidates.

- B. When a promotion certificate contains at least three best qualified promotion candidates, the selecting supervisor may not reject the certificate as inadequate solely on the basis that it contains an insufficient number of eligibles.
- C. If the promotion certificate contains fewer than three best qualified promotion candidates or declinations reduce the number to fewer than three, the selecting official may request that recruitment efforts be renewed or he/she may proceed with the selection process. If recruitment is renewed, previous applicants need not reapply to receive consideration (same as above).
- D. In cases where the position was announced at more than one grade level, the selecting official will be provided a list for each grade level.

## SECTION 12 - CANDIDATE INTERVIEWS

- A. The parties agree that interviews can be one of the tools used by selecting officials as a part of the selection process. The parties recognize that interviews may be used as a means to validate competencies as described in the candidates' resume.
- B. When a list contains six (6) or fewer best qualified candidates referred to the hiring manager, all candidates will be interviewed. When more than six (6) are referred, management will interview at least six candidates but are encouraged to interview more. Furthermore, all DTIC bargaining unit employees on the best qualified list referred to the hiring official will be interviewed. Best qualified candidates who are not readily available need not be interviewed or may be interviewed by phone. The Selecting Official may choose not to interview candidates that has interviewed for the same position in the preceding six months.
- C. Interviews will be conducted in essentially the same manner in regard to questions asked and the information being sought so that all candidates are given an equitable opportunity to present themselves and their qualifications.
- D. Employees will be released, after making appropriate arrangements with their supervisor, for the time necessary for the interview to be conducted.

## SECTION 13 - SELECTION

Selecting officials may select any of the candidates referred on the promotion certificates, or any candidate eligible for noncompetitive consideration, or from any other appropriate source. Upon request, candidates not selected will be provided feedback from the selecting official. This feedback may be provided verbally or in writing and should be focused on ways in which the employee may better position themselves for future promotion opportunities.

## **SECTION 14 - AVAILABILITY OF INFORMATION USING THE AUTOMATED SYSTEM**

The Agency will make the following information available to employees via the Human Resources web site:

- A. All currently open vacancy announcements.
- B. This Article of the Agreement.
- C. Any subsequent agreements pertinent to the Merit Promotion Process.

## **SECTION 15 - RECORDS**

Promotion actions will be documented and records maintained in accordance with requirements established by the OPM. The Local representative shall have the right to review all pertinent promotion records, upon request, unless prohibited by law.

## **SECTION 16 - GRIEVANCE PROCEDURE FOR MERIT PROMOTION**

A. Mere non-selection for promotion cannot serve as the basis for a grievance. However, other procedural matters relating to merit promotion and under the cognizance of the Human Resources Office (e.g. qualification determinations, rating for the position) may be addressed by using the following procedure after selection(s) have been announced:

- 1. Step 1: A formal discussion will be initiated with the appropriate Selecting Official within 10 work days of becoming aware of the action being challenged. Formal discussion will be conducted within 5 workdays of notice of the grievance. Within 10 workdays of the formal discussion, the Selecting Official will provide a written decision to the employee.
- 2. Step 2: If the employee believes the answer provided at Step 1 is unacceptable, the employee may advance the written grievance within 10 work days to the Director of the Directorate where the vacancy is located and Local. If the Selecting Official is the Director of the Directorate then the Deputy Administrator will be the deciding official. Within 5 workdays of receipt of the written decision, the deciding official will meet with the employee and Local representative to discuss the allegation and requested relief. A final written decision will be provided within 10 workdays of the meeting.
- 3. Step 3: If the employee believes the answer provided at Step 2 is unacceptable, the employee/Local may advance the written grievance within 10 workdays to the DTIC Administrator, who will issue a written decision within 10 workdays to the employee/Local. The employee/Local may request that discussions be held with the DTIC Administrator prior to the issuance of the written decision. The written decision will be the final

Agency decision.

- B. Failure on the part of the Selecting Official to comply with the specified time limit in Step 1 will permit the grievance to be advanced to Step 2. Failure on the part of the grievant to comply with the time limits will serve as the basis for rejecting the grievance on the basis of timeliness.
- C. If the Local is not satisfied with the final grievance decision, the Local may request the grievance be advanced to Arbitration in accordance with Article 37 of this Agreement.
- D. A declaration that the issue is nongrievable or nonarbitrable will become the threshold issue to be determined before the merit promotion grievance can be reviewed by an arbitrator.

## ARTICLE 14 EMPLOYEE ASSISTANCE PROGRAM (EAP)

### SECTION 1 – GENERAL

The Agency agrees to implement and promote an employee assistance program for individuals suffering from alcoholism, drug abuse, emotional disorders, and other personal problems that may affect job performance and to make employees and supervisors aware of the program.

### SECTION 2 - LOCAL-AGENCY COOPERATION

- A. The Local agrees to cooperate fully with the Agency in attempting to rehabilitate affected employees who need assistance under the provisions of this program and, if appropriate, improve work performance.
  
- B. The Local and the Agency recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.

### SECTION 3 - EMPLOYEE RESPONSIBILITY

When an employee's problem interferes with the efficient and proper performance of his/her duties, reduces his/her dependability, or reflects discredit upon the Agency, supervisors will either advise or encourage troubled employees to pursue help through the Employee Assistance Program (EAP) before considering disciplinary or other corrective action.

### SECTION 4 - USE OF SICK LEAVE UNDER THE PROGRAM

Employees undergoing a prescribed program of treatment will be granted accrued or advance sick leave on the same basis as any other illness when absence from work is necessary.

### SECTION 5 - PROGRAM TRAINING AND PUBLICITY

- A. Subject to negotiations, Local representatives will attend local seminars, workshops, conferences or training sessions designed to acquaint supervisors, managers and employees with the program and its operation.
  
- B. The Agency shall inform employees of the program and its services annually.

## ARTICLE 15 SAFETY AND HEALTH

### SECTION 1 - GENERAL

- A. The Agency 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 Local will support the Agency's efforts to acquaint every employee with his/her safety and health responsibilities. Any bargaining unit member who is performing duties, which he/she believes endangers his/her health or safety, will promptly notify the nearest available supervisor. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall remove the employee from the situation and refer the problem through appropriate channels for action.
- C. An employee's bona fide refusal to work in unsafe or unhealthy areas, as described above in this Section, will not result in reprisal by the Agency. A "bona fide refusal" is based upon the employee's reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. (29 C.F.R. § 1960.46(a))
- D. The Local will be promptly notified of all work areas used by bargaining unit employees that are determined to be unsafe or unhealthful. Copies of safety or health inspections of such spaces will be provided to the Local.
- E. Local representatives who are engaged in investigations of work related accidents, reports of unsafe or unhealthful working conditions, safety and health inspections, or other safety and health related complaints will be considered to be performing representational functions.
- F. The parties share a commitment to the Occupational Safety and Health Administration Voluntary Protection Program (VPP) as a means of enhancing workplace safety. Time spent in VPP boards, committees and formal activities is not considered to be official time for purposes of tracking such time under the provisions of Article 3. Employees designated by the Local as their representative for formally recognized VPP activities are considered as operating under the protected activity provision.

### SECTION 2 - PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

The Agency will furnish personal protective equipment (PPE) without charge or cost to the employee when it determines that such equipment is necessary for the work to be done

safely. Employees will be allowed to retain such equipment if it is not suitable for use by other employees when they no longer need it (i.e., eyeglasses, safety shoes, etc.). Employees are expected to exercise due care and diligence in use of PPE.

## SECTION 3 - SAFETY INSPECTIONS

- A. The Agency, through agreement with DLA Department of Environmental Safety (DES), will conduct annual safety inspections. The Local will be afforded an opportunity to participate in these inspections.
- B. The Local will be notified when a health officer, Agency safety inspector or private contractor visits the facility for the purpose of a safety inspection of spaces used by bargaining unit employees. A representative of the Local will be invited to participate in these inspections. The Agency will provide the Local with a timely copy of the inspection report.
- C. The Local may, at their expense, bring in their own appropriately certified experts to conduct safety inspections and/or testing. Such experts will be certified by OSHA. Such inspections and/or testing will be coordinated in advance through the local Safety Office and the Safety Office will accompany the inspector. Coordination will include the credentials of the inspector and/or lab and the testing/inspection protocols to be followed. The Safety Office will be provided with a timely copy of the report. It is understood that security considerations may preclude the admission of inspectors or testing personnel into restricted areas.

## SECTION 4 - WORK IN UNSAFE AREAS

- A. If an employee alleges that an unsafe work condition exists, the employee will inform the supervisor and may notify the Local and Safety Office.
- B. The provisions of DTIC safety policies, E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed so that employees who are involved in occupations with identified safety/health hazards are made aware of the hazards, informed of safe work practices, and educated in the use of appropriate personal equipment.
- C. Appropriate abatement procedures in accordance with DTIC safety policies, E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed to correct a work area which has been determined by a competent authority to be unsafe or unhealthful.
- D. Bargaining unit employees may sometimes be assigned to work alone, or in confined or restricted access spaces, where safety hazards exist. Employees required to work alone or in confined spaces will be provided a means of communication, such as a cell phone or two-way radio for emergency use. If the work is being performed in an area that is not conducive to the use of such devices, the Agency will ensure that the supervisor or other personnel check on the employee often to verify his/her safety.

No employee shall be allowed to work in confined or enclosed spaces without either mechanical or natural ventilation without having someone posted outside equipped with necessary protective equipment to effect a safe rescue.

- E. Employees shall report accidents immediately as required by existing regulations. (Note: If an employee is injured, transportation for medical treatment will be provided in accordance with the provisions of (Article 19). The Agency will notify the Local President in a timely manner after an accident is reported. The Local will be permitted to dispatch a representative to the scene of a reported accident, subject to the official time provisions of Article 3. Such representatives will not interfere with the official investigation of accidents, but may investigate on behalf of the employee and the Local. Upon request, the Local will be provided a copy of accident reports involving bargaining unit employees. On a quarterly basis, the Local will be provided copies of statistical reports (summaries) maintained by the Agency.
- F. The Agency will promptly notify the Local President of any hazardous working condition or situation involving imminent danger (i.e., bomb threat, violence in the workplace, etc.) or when the force protection condition (FPCON) changes.
- G. Employees are encouraged to detect and report unsafe work practices, unsafe conditions, and health hazards to the immediate supervisor or Safety and Health Officer, and the Local.

## **SECTION 5 - HEALTH AND SAFETY COMMITTEES**

Where the Agency is a member of the established DLA/DTIC Safety and Health Committee to ensure compliance with OSHA requirements, the Local will have a representative on that Committee. The Safety and Health Committee shall have access to appropriate Agency information relevant to their duties, including information on the nature and hazardousness of substances in the Agency's workplace. The Safety and Health Committee will monitor performance of the Agency's Safety and Health programs.

## **SECTION 6 - HEALTH PROGRAMS**

The Agency will publicize the availability of medical programs (such as Flu shots or blood pressure screening) that will be offered to employees. Participation in such programs is voluntary and may be done on official time if it is offered during the employee's duty hours.

## **SECTION 7 - FIRE SAFETY**

The Agency will provide fire evacuation routes and post evacuation plans in all work areas.

## **SECTION 8 - HEAT STRESS AND COLD WEATHER POLICY**

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health and safety. Temperature extremes may place stress upon employees, therefore, factors such as temperature, humidity, heat

index, wind chill, air flow may dictate procedures to provide relief from such stress. The Agency should establish procedures for employees to report extreme heat or cold conditions.

## **ARTICLE 16**

### **PRODUCTIVITY**

It is to the mutual advantage of the Agency and of the Local to work together to improve and increase the productivity of DTIC and the skills and capabilities of its employees.

**ARTICLE 17**  
**MEMBERSHIP AND PARTICIPATION IN PROFESSIONAL  
ASSOCIATIONS**

Consistent with ethics laws and regulations, employees are encouraged to join and participate in professional organizations and their meetings. Expenses for such membership and/or participation in these meetings, including travel and per diem, will be borne by the employee. At the discretion of the Agency, employees may be authorized official time and/or travel expenses to participate in such meetings when workload permits and participation in the meeting is in the interest of the Agency. When an employee is directed by the Agency to join and participate in professional organizations and their meetings, expenses, including travel and per diem, will be borne by the Agency.

## ARTICLE 18

### PERFORMANCE EVALUATION

#### SECTION 1. GENERAL

This Article is governed by DOD Instruction 1400.25, Volume 431, DoD Civilian Performance Management System: Performance Management and Appraisal Program.

The purpose of the performance assessment system in this Article is to provide a framework to ensure honest feedback and open, two-way communications between employees and their supervisors (or other rating officials).

The system focuses on contributions defined within the employee performance plan and links individual employee performance and organizational goals.

The main emphasis of this system is day-to-day interaction among employees and supervisors which includes the implementation of modern and flexible work practices where the Agency's objectives are emphasized by progressive personnel management to nurture a high-performance culture within the Agency.

This system will be a positive building block in the foundation of a relationship based on shared interest and mutual objectives.

The assessment system will emphasize:

1. Employee engagement, development, and accountability;
2. Administrative simplicity;
3. Strong linkages between employee performance elements and standards and the Agency mission.
4. The Supervisor's role as team leader and coach;
5. Timely and meaningful recognition of employee contributions to the Agency mission;
6. Recognition of special skills and contributions such as translation and interpretive activities done as part of or in addition to regular job duties; and
7. Unit and group achievement of the Agency's mission.

The assessment system will not:

1. Foster individual competition;
2. Be punitive, adversarial or overly labor-intensive;
3. Apply absolute performance standards except where they are crucial to the mission; and

4. Be based on expectations or requirements that are unrealistic and unattainable by most employees working under normal conditions.

The Agency will not prescribe a distribution of levels of summary ratings for employees covered by this Agreement. Each employee's performance will be judged solely against his/her performance standards.

## SECTION 2. LABOR MANAGEMENT FORUM

The parties shall establish a joint labor-management forum whose purpose shall be to review, monitor, and recommend adjustments to the performance management system. For the purpose of this agreement, Performance Management System includes employee appraisal and evaluation, performance awards, performance improvement, and employee development programs and policies.

The Local will participate in pre-decisional involvement in any workplace matters related to the appraisal system without regard to whether such matters are negotiable so long as Executive Order 13522 of December 9, 2009 remains in force.

The labor management forum will develop the evaluation criteria that will be used in its review of the performance management system and its relationship to the organization performance.

To the greatest extent practical, the labor management committee or forum will establish a benchmark reflective of these factors prior to the implementation of the new performance management system which will serve as basis for the examination of the system and determination of any necessary adjustments, changes, corrective actions and identification of areas where cultural change is not evident.

The committee will review statistical data concerning the aforementioned measurements, metrics, programs and policies.

Changes recommended by the forum will be addressed through the use of traditional negotiation procedures.

The labor-management forum will not be an adjudicating or deciding step in the resolution of any performance-based grievance. The forum may however, use summary information of performance based grievances and personnel actions as part of their evaluation criteria used to analyze and make recommendations with respect to the performance management system for the purpose of correcting problems and deficiencies.

### **SECTION 3. MYPERFORMANCE TOOL**

The MyPerformance Appraisal Tool has been authorized for use in administering and documenting activities, under the DoD Performance Management and Appraisal Program.

The tool provides an automated system to create, review, and approve performance plans; documents modifications to performance plans; progress reviews; employee input on his or her individual performance; and performance appraisals.

The Agency will provide training to all bargaining unit employees on the use of MyPerformance appraisal tool prior to implementation, and to all new bargaining unit employees thereafter. This training will include at a minimum such things as an explanation of how it works, what information is being kept, how to access information about oneself, and how to enter information about oneself into the system.

Each employee, and his/her Local representative, with employee consent, will be able to see the performance-related information about himself/herself kept in the system. Each employee will have a reasonable amount of time during their regular work schedules to enter into the system their own achievements, successes and rebuttals to any information they believe is inaccurate. The system will not allow anyone to change anything that was entered by another person (i.e., supervisors cannot change entries made by employees and vice versa).

1. Employees will be trained in preparing self-assessments of their own performance. Those employees who do not write this type of document in the course of their normal duties will be given necessary assistance so as not to be disadvantaged.
2. Employee self-assessments should be given serious consideration in developing the performance rating for that employee. Each performance element that is rated “Outstanding” or “Unacceptable” must be accompanied by a written narrative justification and provided to the employee.
3. Choosing not to provide the voluntary self-assessment will not disadvantage an employee relative to those who do provide such assessments, in and of itself. However, it is the performance of the employee with regard to the performance plan that should determine the rating. The rating official must rate each performance element based on the approved plan and provide a rating of record for each employee who has been under an approved performance plan for at least 90 calendar days.

The Agency will ensure that the electronic performance management system safeguards and protects employee privacy.

## **SECTION 4. EMPLOYEE ANNUAL PERFORMANCE REMINDER**

Employee will be provided a written reminder on an annual basis prior to the removal of any record or previous evaluation being dropped from the MyPerformance appraisal tool system in sufficient time for them to obtain a copy of any deleted document or information

## **SECTION 5. PERFORMANCE PLANNING**

All critical elements to be used for performance appraisals will be directly related to the employee's work performed, that the supervisor or other appropriate management official has reviewed, determined to be complete and accurate for the duties assigned to the employee, and communicated to the employee at the beginning of the rating period or whenever elements or expectations change during the rating period.

To the maximum extent feasible, the critical element will be consistent for standard or like positions. Variations from these critical elements will be based on real differences in the job. Performance plans, including critical elements, may be modified as Agency goals and priorities or employee responsibilities change.

To the maximum extent feasible, performance standards should include specific, measureable, achievable, relevant, and timely (SMART) criteria contained in DoDI 1400.25 Volume 431 dated February 4, 2016 and provide a clear means of assessing whether objectives have been met.

Employees will be given the opportunity to participate in the development and substantial revision of performance plans for their position. Employees may suggest changes to their performance plans during the rating cycle.

When quality is used in evaluating a performance standard in terms of a number of allowable errors, the sample size shall be the same for each employee performing like duties and working under the same position description. If a larger or smaller sample size is reviewed for an employee, valid statistical methods shall be employed to determine if the true error rate is within the error rate expressed in the standard for the sample size in the normal review.

If changes are made for any reason in performance elements, performance standards, or other aspects that make up the performance plan, at the request of the Local or Employee, the Local will be provided a copy of the draft plan and afforded an opportunity to bargain on any of the changes, before the changes are effective.

Upon request of the employee, the Local will be allowed to attend any meetings that rating officials have with the employee to present or discuss performance standards.

When performance plans are modified or changed during a performance period, those changes will be communicated to the employee and discussed to ensure the employee understands the new standard.

Changes will be acknowledged and the revisions noted in the MyPerformance appraisal tool or on the DD Form 2906 and acknowledged by the employee.

The fixed performance appraisal period for employees covered by this Article begins on April 1 and ends on March 31 of each year.

Performance ratings will be prepared by May 15 of each year.

Employees will be advised if the:

1. The performance element or performance standard will apply at the beginning of the next appraisal cycle;
2. If the plan is being updated during the current cycle; or
3. If the current appraisal cycle is being extended by the amount of time necessary to allow 90 calendar days of observed performance under the revised element or standard.

## SECTION 6. PERFORMANCE MONITORING

Performance discussions will be held between the supervisor and the employee.

Supervisors or employees may initiate performance discussions at any time during the appraisal cycle to foster ongoing engagement and understanding. In instances where more than one Agency management official is in attendance, the employee will be advised in advance and provided the opportunity to having a Local representative present. If an employee requests a discussion with his/her rating official to discuss his/her performance, it will normally be scheduled within 5 workdays. If, in rare circumstances, this is impossible, the employee's file should be documented with facts describing why it did not occur within 5 workdays.

Performance discussions may consist of verbal feedback sessions, regular one-on-one meetings, or impromptu recognition or acknowledgement of performance. They should be candid, forthright dialogues between the supervisor or rating official and employee(s) aimed at improving the work process or product and developing the employee. The discussion will provide the opportunity to assess accomplishments and progress and identify and resolve any problems in the employee's work product.

Where indicated, the supervisor or rating official should provide additional guidance aimed at developing the employee, removing obstacles and improving the work product or outcome. Assistance should be provided to the employee early on, whenever there is a need for improvement or any time there is a decline in performance. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance and offer suggestions for improving processes.

At a minimum, employees will be provided three documented performance reviews, including at least one formal progress review, (communicating the performance plan, progress review, and the annual appraisal) during the appraisal cycle.

The employee will be furnished with copies of any/all documentation at the time of the face-to-face meeting (in advance if feasible).

Formal performance meetings will be held in person. If an employee is temporarily unavailable for this meeting, the supervisor should delay forwarding the completed rating to the servicing DTIC Personnel Team until the employee is available unless the absence is expected to last for more than 30 days.

## **SECTION 7. PERFORMANCE EVALUATION**

Employees will be advised in sufficient time of deadlines in which employee input is due for consideration in the performance evaluation. Employee input is not mandatory, but is highly encouraged and valuable for progress reviews during and at the end of the appraisal cycle. Supervisors will write a performance narrative for Outstanding and Unacceptable Summary Ratings.

## **SECTION 8. RECOGNIZING AND REWARDING PERFORMANCE**

Supervisors should recognize and reward performance by providing incentives to and recognition of employee for individual and team achievement and for their contributions to the Agency's mission.

Supervisors should publicly recognize employees or team efforts. This communicates the type of activities and accomplishments the Agency values in a meaningful way. Recognition and rewards are not entitlements. Achievements or contributions should be related to agency mission and goals and for exceeding expectations.

## **SECTION 9. OTHER PERSONNEL ACTIONS**

When an employee is rated "Unacceptable" on any performance element or as a summary rating, the employee shall be informed in writing of the reasons for the rating and of his or her right to grieve the rating by the terms of the Collective Bargaining Agreement.

## **SECTION 10. SPECIALLY-SITUATED EMPLOYEES**

When an employee is engaged in union representational responsibilities, the time spent performing union representation does not constitute work of the Agency and does not count toward the minimum period of performance of 90 days under an approved performance plan. If an employee performs Agency work to meet the 90-calendar day requirement under an approved performance plan, that employee is eligible to receive a rating of record.

## SECTION 11. IDENTIFYING AND IMPROVING UNACCEPTABLE PERFORMANCE

It is the responsibility of the Agency to monitor employee performance throughout the rating period. If at any time during the rating period the rating official determines that an employee's performance has declined to less than "Fully Successful" level in one or more performance elements, the rating official will provide notice of the performance deficiencies and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance. The rating official/ supervisor will call for a meeting with the employee to discuss the employee's performance. The employee will be informed of the right to request that a Local representative also attend this meeting.

The Agency will provide assistance designed to help the employee improve his or her performance during an opportunity period (of at least 90 calendar days) to demonstrate acceptable performance in accordance with the procedures contained in Sections 432.104 and 432.105 of Title 5, CFR. The Agency will also inform the employee that unless his or her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reduced in grade or removed. For each critical element in which the employee's performance is unacceptable, the Agency shall afford the employee a reasonable opportunity to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position.

The employee will be informed in writing that personnel-related actions (WIGIs, awards) may be withheld while this level of performance continues.

The purpose of the performance improvement period, the rating official may conclude that assistance is no longer necessary because the employee's performance has improved to at least "Fully Successful". The rating official will notify the employee of this determination in writing.

If, following the performance improvement period, the rating official is unable to make an assessment that the employee is successfully performing his/her critical job duties and responsibilities, the rating official will give the employee a documented performance interview communicating this determination. In this case, it is appropriate to extend the assistance period until an assessment can be made, consistent with law. If the employee has chosen to be represented by the Union, a Union representative has the right to be present at all performance-related meetings with the employee. If all remedial action fails and the employee's performance is determined to be unacceptable, the supervisor will provide written notification to the employee that the employee may be liable for one of the following actions:

- A. When the employee is capable of performing another position of the same grade, the supervisor may propose to reassign the employee to such a position.

- B. When the employee is not capable of performing any position of the same grade but is capable of performing a position at a lesser grade, in the same or different job series, the supervisor may propose a demotion to a position at the next lower grade.
- C. If neither A nor B above is feasible, the supervisor may propose a removal or demotion to a lesser grade.

An employee who is reassigned or demoted to a position at a lower grade based on unacceptable performance will receive a new performance plan, in accordance with this Article.

An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

1. 30 days advance written notice of the proposed action, which identifies the specific basis (i.e., the critical job duties and responsibilities) for the proposed action including specific instances of unacceptable performance.
2. A representative. The employee must inform the deciding official, in writing, of the representative's name.
3. A reasonable time, not to exceed twenty (20) days, to answer orally and in writing, and to provide witnesses and work product or other evidence to challenge the proposed action.

A decision whether to retain, reduce in grade, or remove an employee shall be made not later than thirty (30) days after the date of expiration of the notice period. The employee will be given this decision in writing. Unless the action is proposed by the Head of the Agency, the deciding official will be at a higher management level than the proposing official. The decision will:

1. Specify the instances of unacceptable performance and the critical element(s) for which the employee did not achieve "fully successful" performance, and on what the decision is based.
2. Specify the action to be taken, the effective date, and the employee's right to appeal the decision.

The employee may appeal to either the Merit Systems Protection Board in accordance with applicable law, or the Union, on behalf of the employee, may timely file a written request to invoke arbitration under the terms of Article 37. An employee shall be deemed to have exercised the appellate option at such time

as the employee timely initiates an appeal under the statutory procedure of the Union, on behalf of the employee, timely files a written request to invoke arbitration, whichever occurs first. Arbitration must be invoked no later than (thirty) 30 days after the effective date of the action unless EEO counseling is initiated.

## ARTICLE 19 WORKERS COMPENSATION

It is acknowledged that the Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor, will administer benefits derived to employees under the Federal Employees Compensation Act. Procedures established shall provide that:

- A. Employees are responsible for reporting all job-related injuries or reactivated injuries and illnesses to the appropriate supervisor.
- B. When the Agency becomes aware that an employee has suffered illness or injury in the performance of duties, the supervisor and/or the Human Resources Office will counsel the employee in such matters as: his/her right to file for compensation benefits; the appropriate compensation forms to be filed; the types of benefits available; the procedure for filing claims; and the option to use compensation benefits in lieu of sick leave or annual leave; and the right to a personal representative.
- C. The Agency agrees to assist the employee in contacting appropriate OWCP authorities in an effort to expedite payment of claims.
- D. If the compensable injury is reactivated during the period ending not later than 90 days after the employee returns to duty and the Agency authorizes a medical examination in connection therewith, the absence for such examination shall be administratively excused and not charged to leave.

## ARTICLE 20 HOURS OF DUTY

### SECTION 1 – GENERAL

The Agency and the Local agree that within the parameters stipulated in Sections 2 and 3, the establishment of work schedules and the administration of this Article are matters for negotiation.

### SECTION 2 – STANDARD WORKWEEK

Normally, the basic workweek is 5 consecutive calendar days, unless local circumstances require a modification, during which:

- A. Full-time employees are required to be on duty regularly 8 hours per day.
- B. Part-time employees are required to be on duty regularly on officially prescribed days and hours.

### SECTION 3 – WORK SCHEDULES

- A. Work schedules which provide for a basic workweek and for hours of duty on the same hours each day of the basic workweek shall be established.
- B. Consistent with the nature of the work assignment, work schedules may provide for a reasonable amount of time to be included in the scheduled tour of duty for those tasks which are related directly to the performance of work assignments, such as personal cleanliness and storage as well as a cleanup of Government property, tools and equipment.
- C. Unless precluded by emergency or extraordinary situations, the Agency shall notify the Local 1 week in advance of any change in work schedules.
- D. An employee's regular workday or workweek shall not be changed solely to avoid payment for overtime or grant compensatory time off.

### SECTION 4 – ALTERNATIVE WORK SCHEDULES

The Agency supports use of Alternative Work Schedules (AWS) unless an adverse impact is determined by the criteria contained in 5 U.S.C. § 6131. AWS includes compressed work schedules and flexible work schedules. The parties may negotiate changes to AWS and institute changed aspects of the AWS program for trial periods.

## ARTICLE 21 OVERTIME ASSIGNMENTS

### SECTION 1 -GENERAL

Payment for overtime worked or granting compensatory time off, in lieu thereof, shall be in accordance with applicable laws and Government-wide regulations.

### SECTION 2 -SCHEDULING AND APPROVAL OF OVERTIME

- A. Except for emergency situations, as determined by the approving official, overtime work shall be scheduled at least 1 workday in advance of and approved in writing prior to the date on which the overtime is to be worked. Where circumstances preclude the advance scheduling, overtime work may be approved through Email by the approving management official. When overtime is to be performed on a holiday, at least two days advance notice will be given in writing.
- B. Overtime may be necessary to support mission needs. When the need for overtime arises, the Agency will solicit volunteers from qualified employees. In the event time is limited or an insufficient number of volunteers are available, employees may be required to work mandatory overtime to meet mission critical requirements. In the event mandatory overtime is necessary, an employee will be excused when the employee is unable to perform the overtime work for approved medical reasons and it is certified in writing. The Agency will give due consideration to an employee's request to be excused based upon an unavoidable personal commitment or hardship (e.g., the need to retrieve a child from child care, car pools, etc.).
- C. To the extent possible, overtime assignments to employees within an organizational element shall be on a fair and equitable basis.
- D. Overtime assignments shall not be made as a reward or punishment.

### SECTION 3 -CALL-BACK OVERTIME WORK

"Call-back overtime" is defined as irregular or occasional overtime work performed by an employee for which he/she is required to return to the place of employment to perform the work.

- A. Employees shall be provided advance notice, to the maximum extent possible, of the requirement to perform call-back overtime work.
- B. At least 2 hours' overtime pay is guaranteed for call-back overtime work.
- C. For those situations where an employee is directed to perform work without returning to the place of employment, the employee will be paid for the actual time spent performing work consistent with governing laws, regulations, and decisions of the Comptroller General.

## **SECTION 4 -ON CALL OVERTIME**

An "on-call condition" is defined as those occasional situations when an employee is notified that he/she is subject to call during a specified period of time outside his/her normal tour of duty. Overtime shall be approved only for the specified period of the "on call condition" which qualifies as "hours of work" as defined by governing laws, regulations, and decisions of the Comptroller General. Consistent with governing laws, regulations, and decisions of the Comptroller General, employees who are directed to work during the "on-call" condition, even if the work is performed outside the work site, will be paid for actual time spent performing the work.

## ARTICLE 22 ADMINISTRATIVE LEAVE

### SECTION 1 – GENERAL

- A. For the purpose of this Article, administrative leave is defined as an excused absence from duty without loss of pay and without charge to leave.
- B. The Agency and the Local agree that within the perimeters set forth in Section 2 through 5, the establishment of administrative leave procedures and the administration of this Article are matters for negotiation.

### SECTION 2 – REGISTRATION AND VOTING

With the exception of those instances when the polls are open for 2 hours before or after the employee's scheduled tour of duty, an employee who desires to vote shall be authorized administrative leave for that purpose.

### SECTION 3 – INCLEMENT WEATHER OR EMERGENCY CONDITIONS

- A. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition:
  - 1. Notification procedures shall be established in accordance with the circumstances attendant to each local situation. When those procedures provide for public media announcement and when any employee has reasonably relied on a public media announcement that his/her duty station or that all Federal offices in his/her area are closed due to weather or other conditions, he/she will not be considered AWOL or charged leave if, in fact, the duty station remains open and the employee, relying on the announcement, is unaware that it is open.
  - 2. Workdays in which Federal offices are closed are non-workdays for leave purposes. Regular employees are excused without charge to leave or loss of pay; this does not apply to employees in a non-pay status on the days immediately before and after the day the office is closed.
- B. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an employee should or should not be charged leave for an absence depends upon his or her duty or leave status at the time of dismissal:
  - 1. If the employee was on active duty and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.
  - 2. If the employee was on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged only for the time

- the employee departed until the time set for dismissal.
3. If the employee was scheduled to report to duty after a leave period and dismissal is given before the employee can report, leave is charged until the time set for dismissal.
  4. If the employee was absent on approved leave for the entire work-shift, the entire absence is changed to the appropriate leave (e.g., annual, sick, or LWOP, as applicable).
- C. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station, or an assigned site away from the duty station, prevents an employee from getting to work on time or not at all, the employee may be granted administrative leave on a case-by-case basis, provided that the employee presents to the supervisor a reasonably acceptable explanation and/or documentation related to the emergency.
- D. When an employee is officially authorized to use his/her privately owned vehicle for the convenience of the Government and that vehicle breaks down or is otherwise inoperative, the employee shall be in a duty status in connection with emergency repairs to the vehicle if the breakdown occurs while the employee is in an official travel status. In such situations, the employee will, as soon as practicable (within an hour, if possible), provide the supervisor with an estimate of the situation and obtain appropriated instructions.

## **SECTION 4 – VETERANS PARTICIPATING IN MILITARY FUNERAL CEREMONIES**

Employees who are veterans may be granted administrative leave not to exceed 4 contiguous hours in any workday to enable them to participated as active pallbearers or a members of firing squads or guards of honor in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States, subject to applicable law and regulation.

## **SECTION 5 – BLOOD DONATION**

Provided that it is approved in advance, employees shall be granted administrative leave not to exceed 4 contiguous hours in a workday for the purposes of making blood donations and recuperating from donating blood.

This provision does not apply to employees making blood donations for their own use or who receive compensation for giving blood.

**ARTICLE 23**  
**LEAVE OF ABSENCE WITHOUT PAY TO SERVE AS A**  
**NATIONAL UNION OFFICIAL**

A leave of absence without pay (LWOP) may be granted to a bargaining unit employee who is elected to a position of National Officer of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full-time in the elected position, or who is selected as an AFGE National Local Representative. No more than three representatives may be approved by the Agency. The Agency shall be given not less than 60 days' advance notice. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority binding on the Agency. To the extent of its authority, the Agency shall place the employee upon his/her return in the position the employee left, or one of like seniority, status, grade and pay.

## ARTICLE 24 ANNUAL LEAVE

### SECTION 1

Accrual of annual leave is a right of the employee. The Agency shall schedule work so as to approve leave requests such that employees may have an annual vacation leave period of at least 2 consecutive weeks. Reasonable efforts will be made to accommodate employees who desire leave for special occasions such as religious and other holidays, birthdays and attendance at funerals.

### SECTION 2

When leave has been requested and approved, the Agency will not cancel approval except to meet situations of emergency or urgent operating problems. When previously approved leave must be rescheduled, the employee will be advised of the reason for the change as soon as practicable after the need for the change has been determined. Every effort shall be made to accommodate the employee to reschedule his/her leave.

### SECTION 3

In an emergency the employee must contact his/her supervisor or the supervisor's designated representative as soon as possible and request annual leave. Normally, emergency annual leave will be granted on an individual case-by-case basis. The Agency will have a person available during each shift that has the authority to grant requests for emergency leave.

### SECTION 4

The maximum amount of advance annual leave which may be granted is the number of hours which will be accrued by the employee before the end of the leave year, or for those employees serving under temporary appointments that amount they will earn by the scheduled expiration date of their appointments.

## ARTICLE 25 SICK LEAVE

### SECTION 1

Employees will accrue sick leave in accordance with statute and appropriate regulations. Sick leave is an employee benefit to be used by an employee for absence required by illness, injury, medical appointments, pregnancy and confinement, or to give care and attendance to a member(s) of his/her immediate family who is ill with a contagious disease and, when through exposure to it, the presence of the employee at work would jeopardize the health of others.

### SECTION 2

Administratively acceptable supportable evidence of illness in connection with sick leave and administration of this Article are matters for negotiation.

### SECTION 3

Time spent by employees in obtaining job related medical examination or treatment at the appropriate health unit shall be time in duty status.

### SECTION 4

When there is reasonable expectation that an employee will return to duty in cases of serious illness or disability, an employee should be advanced sick leave up to the maximum of 240 hours provided that:

- A. The employee submits a written request to the supervisor prior to the desired effective date of the advance leave unless precluded or prevented from doing so by the disability or illness. The employee's request must be supported by a doctor's statement.
- B. There is reasonable assurance that the employee will return to duty for a sufficient period of time to earn the sick leave that is advanced.
- C. All earned sick leave to the employee's credit is used before the date the advanced leave is to begin.

### SECTION 5

The Agency and the Local recognize the privacy of the information, including sick leave, contained on individual leave and earnings statements. They agree that these statements will be handled in a practical but discreet manner. Procedures to effectuate this objective shall be established in accordance with the circumstances attendant to each local situation.

### SECTION 6

If requested in advance by the employee, an absence which would otherwise be chargeable to sick leave shall be charged to annual leave provided that the employee has sufficient annual leave available.

**ARTICLE 26**  
**FAMILY AND MEDICAL LEAVE ACT (FMLA), FAMILY  
FRIENDLY LEAVE POLICIES AND BONE MARROW/ORGAN  
DONATION LEAVE**

**SECTION 1 -FMLA ENTITLEMENT**

- A. Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to 12 work weeks of unpaid leave during any 12-month period for the following purposes:
  1. the birth of a son or daughter of the employee and the care of such son or daughter;
  2. the placement of a son or daughter with the employee for adoption or foster care;
  3. the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
  4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.
- B. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA.

**SECTION 2 -FMLA JOB BENEFITS AND PROTECTION**

- A. Upon return from FMLA leave, an employee must be returned to the same position or to an "equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment."
- B. An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee share of the premiums on a current basis or pay upon return to work.

**SECTION 3 -FMLA ADVANCE NOTICE AND MEDICAL CERTIFICATION**

- A. An employee must provide written notice of his or her intent to take family and medical leave not less than 30 work days before leave is to begin or, in emergencies, as soon as is practicable.
- B. Within three work days upon receipt by the employee's supervisor the Agency will approve or disapprove FMLA leave requests or ask for additional medical certification. If disapproved, the rationale for the decision will be provided. Decisions and requests for medical certification will be in writing.

C. The Agency may request medical certification in accordance with 5 CFR 630.1207 (Medical Certification) for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee. The Agency will safeguard the privacy of such data. In general, medical information must be sufficient to show that the employee or family member is seriously ill, the date the illness began and the expected duration of the illness, the need for care by the employee in cases of family care, and whether the employee or family member is incapacitated. In addition, the request for leave must include a statement that the employee will be providing care to the family member.

## **SECTION 4 -SICK LEAVE FOR FAMILY CARE OR BEREAVEMENT PURPOSES**

A. Most employees may use a total of up to 104 hours (13 workdays) of sick leave each leave year to:

1. provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental or optical examination or treatment; or
2. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

B. For part-time or an employee with an uncommon tour of duty the amount of sick leave available is the number of hours of sick leave he/she normally accrues during a leave year.

C. "Family member" for this section is defined in 5 CFR 630.201(b), as amended. Information on this can be found on the DTIC Human Resources Web Site at: <https://mydtic.dtic.mil>.

## **SECTION 5 -SICK LEAVE FOR ADOPTION**

Employees are permitted to use sick leave for purposes related to the adoption of a child. Employees may use sick leave for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

## **SECTION 6 -LEAVE TO SERVE AS A BONE-MARROW OR ORGAN DONOR**

Employees are entitled to up to 7 days of paid leave each calendar year to serve as a bone-marrow donor. Employees are also entitled to up to 30 days of leave to serve as an organ donor. Leave for bone marrow and organ donation is not sick or annual leave. It is a new category of leave that is in addition to annual and sick leave.

## ARTICLE 27 COURT LEAVE

### SECTION 1 - AUTHORIZED LEAVE

In accordance with applicable regulations, an employee will be authorized absence from work status without charge to leave or loss of pay, to which the employee is otherwise entitled, when the employee serves as a witness or as a juror in connection with a judicial proceeding on behalf of the Federal, State or Local Government.

## ARTICLE 28 OFFICIAL TRAVEL

### SECTION 1 - GENERAL

- A. This Article is applicable to all official travel performed by the bargaining unit represented by the Local.
- B. The Agency and Local agree that an employee who is authorized official travel shall exercise the same care in the incurrence of expenses and accomplishing a mission that a prudent person would use if traveling on personal business. In this connection, excess costs, circuitous routes, delays, or luxury accommodations, which are unnecessary or unjustified in the performance of a mission, are not considered acceptable as the application of prudence by the employee.
- C. Payment of per diem or actual expense allowances (including additional expenses incurred by disabled employees who are required to travel), as well as travel or transportation expenses, shall be in accordance with the provisions of the Department of Defense Civilian Personnel Joint Travel Regulations (JTR).
- D. The Agency will provide training on the use of the Defense Travel System and technical assistance as needed.

### SECTION 2 - TRAVEL ORDERS

- A. Except for emergency situations, as determined by the approving official, temporary duty (TDY) travel orders shall be issued in sufficient time prior to the departure on TDY so as to permit the employee to make orderly arrangements for obtaining transportation requests and authorized advance for travel expenses.
- B. The TDY travel orders may authorize an advance of funds to the employee for travel and transportation expenses not to exceed the maximum amount authorized by the JTR, provided that such amount is not less than \$50.
- C. Local travel authorizations which approve the use of a privately owned vehicle (POV) by the employee as being more advantageous to the Government or for the convenience of the Government, shall be issued in advance.

### SECTION 3 - SCHEDULING TDY TRAVEL

To the maximum extent possible, travel shall be scheduled so that the employee shall perform travel during his/her regularly scheduled work hours. Should this not be possible and the resultant travel meets the criteria of 5 U.S.C. § 5542 (overtime rates; computation) or the Fair Labor Standards Act (as appropriate) the employee shall be paid overtime. Employees will be paid overtime in accordance with applicable laws and regulations. When the payment of overtime is precluded by governing laws and/or Government-wide regulations, the approving official who orders such travel shall record the reasons therefore and upon request of the employees shall furnish a copy of the statement to the employee.

## **SECTION 4 -TEMPORARY DUTY ASSIGNMENTS**

When the TDY assignment requires the employee to be away from his/her permanent duty station for more than 30 days and the assignment does not require the employee to remain at the place of TDY on non-Workdays:

- A. The approving official may direct, in the TDY orders, that the employee return to his/her permanent duty station for the non-workdays provided that the cost to the Government for round trip transportation and per diem or actual expense allowance is less than the per diem or actual expense allowance that would have been payable had the employee remained at the place of TDY and the employee's availability for duty on the scheduled TDY workdays is not affected adversely.
- B. The employee may voluntarily return to his/her permanent duty station provided that his/her availability for duty on the scheduled TDY workdays is not affected adversely. In the instances of voluntary return, the maximum reimbursement to the employee for the round trip shall not exceed the per diem or actual expense allowance to which the employee would have been entitled had he/she remained at the place of TDY.
- C. It is the intent of the parties to provide employees with a reasonable rest period upon return from TDY. When an employee returning from TDY arrives between midnight and 0600 due to circumstances beyond their control, the Agency will consider granting excused absence to provide for a reasonable rest period prior to returning to duty.

## **SECTION 5 -MODES OF TRANSPORTATION**

- A. The approving official shall determine the mode of transportation which is most advantageous to the Government. In selecting the particular method of transportation to be used, the approving official shall consider the nature and duties of the employee requiring travel, the total cost to the Government, the total distance of travel, the number of points to be visited, and energy conservation.
- B. If an approving official determines that an automobile is required for travel, a Government-owned or leased automobile shall be used whenever it is reasonably available. The use of POV may be authorized only if it is more advantageous to the Government or for the convenience of the Government.
- C. When an employee elects to travel by a method of transportation other than that officially approved, reimbursement to the employee shall be limited to the cost on a constructive basis that would have been incurred by the Government for the officially approved mode of transportation or the actual cost incurred by the employee, whichever is the lesser.

## **SECTION 6 -TRAVEL VOUCHERS**

Upon completion of official travel, the employee shall promptly submit vouchers for reimbursement to the appropriate office for processing. The employee shall be permitted to resolve any matters concerning financial reimbursement during his/her regularly scheduled work hours without loss of pay or charge to leave. The Agency will advise the employee of the appropriate office or point of contact who will provide advice on the processing of the travel voucher and financial entitlements. In the event the authorizing official is not available to act on a travel voucher within a reasonable amount of time, the Agency will designate another official to review and act on the voucher.

## **SECTION 7 -GOVERNMENT TRAVEL CREDIT CARD (GTCC)**

- A. The Travel and Transportation Reform Act of 1998, "TTRA" (Public Law 105-264) imposes the requirement that official travel will be charged on the GTCC and that the Agency must have certain procedures in place regarding travel. The GTCC is an Employer tool to be used in carrying out official travel. It is a Government-issued card for official business only and is not a personal credit card of the employee. Infrequent travelers (those who are not required to travel more than twice per year) are exempt from using the GTCC. The Agency will publish information on its web page that explains the purpose of the travel card, its proper uses and answers common questions about using the card. It will also publish information for those who are exempt from using the GTCC. Employees will not be required to use their personal credit cards or advance their personal funds for Government business.
- B. Any bargaining unit employee who has been issued a GTCC and is identified as an infrequent traveler will be notified two weeks in advance before their travel card is deactivated provided the card issuer gives DTIC more than two weeks' notice. In the event DTIC does not receive two weeks' notice, the Agency will notify the employee within two workdays of receiving notice. The preferred notification method will be by e-mail unless the cardholder does not have e-mail access. In cases where the bargaining unit member does not have e-mail access, the cardholder will be notified in writing that his/her card will be deactivated and the date of deactivation. Notification will include information on options available to infrequent travelers.
- C. Credit card debts will be paid by split disbursement with the Government forwarding the amount indicated by the employee on the claim form directly to the vendor. At a minimum, the amount forwarded to the vendor will include the cost of lodging, transportation and rental car expenses. Any amount of reimbursement due in excess of that paid to the card issuer will be remitted to the employee via electronic funds transfer. Employees will be responsible for paying all travel card charges not covered by the Government's remittance to the card issuer under the split disbursement process, including any charges made by persons the employee allows to use the card.

- D. Employees who file timely travel claims upon completion of travel (defined by the Financial Management Regulation Vol. 9, Chapter 8, Section 080501 to be within 5 working days of return to the Permanent Duty Station) but fail to receive the allowable reimbursement in a timely manner by the Agency (after 30 days of receipt of the travel claim) AND who incur late fees in such cases from the card issuer will be authorized to submit a supplemental travel voucher to servicing travel pay office for the reimbursement of the late fees assessed. Employees will also be entitled to the appropriate amount of interest authorized by the Prompt Payment Act. This reimbursement provision also applies when an employee cannot file a timely claim due to actions of the Agency (e.g., delays in processing vouchers or issuing travel orders.)
- E. In the event an employee's account becomes 45 days' delinquent, the Agency will contact the employee upon receipt of the 45-day notice. Employees will be contacted by the Activity Program Coordinator (APC) via email (when available) and advised that the employee should contact the APC as soon as possible to discuss an urgent matter related to their travel card. When email is not available, the Agency will advise the employee, via telephone or in writing, of the delinquency. Written notices or emails will provide the name and phone number of the APC or other official the employee should contact to discuss the matter.
- F. Prior to an employee becoming subject to salary offset, the employee will be notified, in writing, of his/her due process rights under the Debt Collection Act of 1982. The Agency will provide such employees with the procedures used for salary offset and will respond to questions from the employee regarding the process. In the event of an erroneous salary offset, the Agency will provide assistance to the employee to resolve the matter, including speaking with and writing to the servicing travel pay office on the employee's behalf. For purposes of this paragraph, e-mail is a suitable means of communicating in writing. The employee will be provided a copy of the written communication.
- G. Should the Agency decide to lower the amount of credit available to a travel cardholder, the cardholder will be informed of the change 30 days in advance. Cardholders needing additional amounts of credit for valid government travel will be advised to contact the APC or designee for assistance in obtaining the increased amount of credit.
- H. Employees will not be required to waive any legal rights under the Privacy Act or to disclose any personal information to any third party vendor or contractor, or the vendor's agents or attorneys except as required by applicable law, rule, or regulation.
- I. Employees may have a Local representative during conversations and meetings regarding disputes involving the GTCC. These meetings may be in person or by

teleconference.

- J. Unresolved disputes may be addressed using the Negotiated Grievance Procedure. Notification will include information on options available to infrequent travelers. Such information will also be posted to the DTIC Travel web page and available in hard copy upon request.
- K. Should either party identify any procedural problem with the implementation of the Salary Offset process, the parties agree to meet, discuss and, with the mutual agreement of both parties, negotiate the problem issue.

#### **SECTION 8 - TRAVEL ORDERS FOR UNION REPRESENTATIVES.**

Local representatives who are employees may travel for official representational and training functions in situations where this CBA does not authorize payment of travel expenses. Payment of expenses for such orders is the responsibility of the Local or the individual.

## ARTICLE 29 REASSIGNMENTS & DETAILS

### SECTION 1 – GENERAL

- A. A “reassignment” is defined as any change of an employee from one position to another without demotion or promotion within the Agency.
- B. A “detail” is the temporary assignment of an employee without change of Civil Service status or pay to a different position, other than his/her official position, for a specified period of time, with the employee returning to his/her regular duties at the end of the detail.
- C. Normally, an employee will be advised at least 15 calendar days prior to an Agency directed reassignment or 7 calendar days prior to a detail that is expected to last more than 30 calendar days.
- D. Procedures may be negotiated to cover issues involving “interstation transfer” for convenience of employees or filling vacancies by volunteers, etc.

### SECTION 2 – REASSIGNMENTS

- A. The Agency shall consider temporarily assigning an employee who is temporarily disabled from performing the full range of duties of his/her position to duties which the employee is qualified and capable of performing.
- B. The Agency will ensure that the needs of physically disabled employees are considered in reassignment actions.

### SECTION 3 – DETAILS

- A. Details are a way of broadening experience and demonstrating ability to perform at a higher level. Employees with disabilities serving under excepted appointments may be considered for details.
- B. An official record shall be made by the Agency of any detail over 30 days. For any detail over 30 days, the Agency shall file a copy of the SF 52 or SF 50, including a written statement of duties and responsibilities, as a permanent part of the employee’s Official Personnel Folder (OPF). A copy of the SF 52 or SF 50 will be furnished to the employee.
- C. An employee, upon request, may have a detail of less than 30 days made a matter of record in his/her OPF.
- D. Details will be used judiciously and will be terminated as soon as the Agency determines the need for the detail no longer exists.

- E. When an employee is to be detailed to a higher graded position for more than 30 calendar days, he/she shall be temporarily promoted and paid at the higher rate.

## ARTICLE 30 REORGANIZATION

### SECTION 1 - DEFINITION

Reorganization\Re-Alignment is defined as the planned elimination, addition or redistribution of significant functions or duties in an organization and/or organizational unit. Organizational Unit is defined in DTIC as a formally established entity under a Directorate with an assigned group of employees under a supervisor or manager performing a continuing function and workload, generally, but not always, reflected by an official “organizational code” in the personnel and financial systems.

### SECTION 2 - PROCEDURES

When reorganization is the cause of a personnel action involving separation, furlough for more than 30 calendar days, change to lower grade, or reassignment involving displacement, reduction-in-force procedures must be followed. When the Agency uses reduction-in-force procedures it must follow them in all respects. Some situations which may require the use of reduction-in-force procedures are:

- A. When a reclassification of an employee's position due to erosion of duties will take effect within 180 working days after the activity has formally announced a reduction-in-force in the employee's competitive area; and
- B. When there is an assignment to an occupied position in a different competitive level which involves bumping or retreating.

### SECTION 3 - NOTIFICATION OF REORGANIZATION/REALIGNMENT

The Agency will present the Local with a “Reorganization/Realignment” plan. The provided plan will include the final organization structure (“wiring diagram”), the numbers, job titles and grades of positions involved, and a DCPDS listing of current employees (as of the date the list is generated) in the affected organizations. The listing will include names, pay plan, series, grade, title and organization code. The Local will have 15 workdays to review and either approve or request negotiations concerning the impact and procedures for implementation of the plan. During the 15 workdays, the Local may request a presentation of the plan to the effected bargaining unit employees, at an agreed date and time. The Local will be present to receive the employee feedback/concerns of the proposed plan. Upon request for negotiations, if an agreement cannot be reached within 15 work days of negotiations, the Agency and Local will refer the plan to the Federal Mediation and Conciliation Service (FMCS). The implementation is placed in abeyance until an agreement has been reached.

The Local will be advised if there are changes to the proposed new organization, positions or physical moves. If a reorganization/re-alignment requires the application of adverse action, reduction-in-force, or transfer of function procedures, the notice period specified in the appropriate Article shall apply.

## **SECTION 4 - STABILITY OF POSITIONS PRIOR TO EFFECTING A REORGANIZATION/REALIGNMENT**

Because employees who are detailed are still assigned to their positions of record, such assignments have no effect on retention standing or placement rights and may be processed at any time during a re-organization.

## **SECTION 5 - SUCCESSOR POSITIONS**

When a position in an organization unit is abolished as a result of a re-organization and an identical position is to be established at the same grade within 30 work days in a new organization unit within the activity, the incumbent of the old position will be given priority consideration for assignment to the newly established position.

## **SECTION 6 - PHYSICAL MOVES**

- A. Physical moves can occur as a result of reorganizations/realignments or change in working conditions as described in Section 3 of this Article, or as a relocation not associated with a reorganization.
- B. The Agency agrees to give the Local 15 workdays notice of all planned physical relocation of bargaining unit employees, this should include a listing of the names of bargaining unit employees being moved, current and proposed room/cubicle numbers, and an updated layout. The Local may request a meeting between DTIC and the Local, during to discuss the proposed moves.
- C. The Agency will ensure that bargaining unit employees receive a 10- workdays notice of the move. When an employee is projected to be on leave or otherwise absent on the move day, the employee will designate another employee or Local representative to box any employee-owned personal items, to label boxes, and to place said items in the employee's new cubicle.
- D. Employee cubicle locations will be driven by mission needs, and not by personal preference. Employees will not be displaced solely to serve personal preferences of management, or to give priority to contractor personnel.
- E. If a Local approval cannot be reached within 15 workdays, the Local may refer the plan to the Federal Mediation and Conciliation Service (FMCS), or pursue a grievance in accord with the procedures described in Article 36 of this Agreement.

## ARTICLE 31 REDUCTION-IN-FORCE

### SECTION 1 – DEFINITION

A "reduction-in-force" occurs when the Agency releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement because of the lack of work or funds, reorganization, change to lower grade based on reclassification of an employee's position due to erosion of duties when such action will take place after the Agency has formally announced a reduction-in-force in the employee's competitive area and when the reduction-in-force will take effect within 180 days, or when the need to make a place for a person exercising reemployment rights requires the Agency to the employee. Reduction-in-force procedures do not apply to the return of an employee to his/her regular position following a temporary promotion or to the release of a reemployed annuitant. Reductions-in-force do not include the reclassification of a position resulting in a downgrade other than as provided in 5 CFR 351.

### SECTION 2 - STATEMENT OF PRINCIPLES

When the Agency becomes aware of the necessity to conduct a reduction-in-force, it will attempt to minimize the adverse effect on a bargaining unit employees through appropriate means such as reassignment, attrition, and positive placement efforts.

### SECTION 3 – NOTIFICATION

The parties share the common purposes of minimizing adverse impact on bargaining unit employees affected by any reduction-in-force, and of accommodating the administrative needs of the Agency.

- A. The Agency will use every good faith effort to notify the President of the Local of any reduction-in-force at the earliest possible date in order to negotiate the impact and procedures for implementation of the reduction-in-force. Attendant to the circumstances of the situation prior to the effective date, the period of notice will be at least 60 calendar days.
- B. Affected employees will be notified not less than 30 and, normally, not more than 90 calendar days prior to the effective date.

### SECTION 4 – DOCUMENTATION

Following notification of a reduction-in-force, the Agency shall furnish to the Local, upon request, any relevant and available documents or information concerning the reduction-in-force, subject to any Privacy Act or other statutory limitations.

### SECTION 5 - EFFECTIVE DATE

The Agency shall provide a specific written notice to each employee affected by the reduction-in-force. The notice shall state specifically what action is being taken, the effective

date of the action, the employee's total credit for retention, extra retention credit for performance, the competitive level, and competitive area. It shall state why any lower standing employee is retained in his/her competitive level. An extra copy of this notice will be given to the employee should he/she desire to have Local representation.

## **SECTION 6 - OFFER OF PLACEMENT**

- A. The Agency shall make a best offer of employment to each employee adversely affected by the reduction-in-force consistent with the 5 CFR Chapter 351. An offer, if made, shall be a position with either no reduction in grade or pay, or with the least reduction possible in consideration of position available, employee qualifications, and the retention standing of other competing employees.
- B. Employees reassigned or demoted by reduction-in-force may, within the specified time period for reply, request in writing assignment to a vacant position at the same or lower grade with any pay retention to which they may be entitled. Any such request shall be answered in writing within 15 workdays.

## **SECTION 7 - RESPONSE TO OFFER**

Employee shall respond to an offer of employment in another position in writing within the specified time period after receipt of written offer. Failure to respond within the specified time period shall be considered a rejection of the offer. The specified time period to be provided for an employee's response will be negotiated.

## **SECTION 8 - COMPETITIVE LEVELS AND RETENTION REGISTERS**

The Agency shall establish competitive levels and retention registers in accordance with applicable laws and regulations. A Local official and the affected employee shall have the right to review competitive levels and retention registers as may be applicable to the employee. Such information will be safeguarded and used only for representational purposes. All lists, records and information pertaining to a reduction-in-force shall be maintained by the Human Resource Office for at least 1 year following the effective date of the reduction-in-force.

## **SECTION 9 – SEPARATION**

The Agency will make reasonable efforts to find employment in other Federal agencies within the commuting area for employees who are identified for separation through reduction-in-force. Employees for whom no positions are found may be counseled by a representative of the Agency on the benefits to which they may be entitled, including information concerning early/discontinued service retirement, where applicable. Reemployment list as prescribed by OPM shall be established for employees who cannot be retained.

## **SECTION 10 - WAIVER OF QUALIFICATIONS**

In accordance with applicable regulations, when the Agency is unable to offer an assignment, the Agency may waive qualifications of employees who will be separated due to reduction-in-force for vacant positions which do not contain selective placement factors,

provided the Agency determines the employee is able to perform the work of the position without undue interruption to the mission of the Agency and the employee meets any OPM-established minimum education requirements.

## **SECTION 11 - INFORMATION TO EMPLOYEES**

Upon request, the Agency shall provide information needed by employees to understand fully the reduction-in-force and how and why they are affected. The Agency shall provide equitable treatment for all employees and make every effort to retain status employees during a reduction-in-force.

## **SECTION 12 – RETIREMENT**

Prior to and during the reduction-in-force, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision, but the Agency will freely advise the employee of any prospective retirement rights.

## **SECTION 13 - COMPETITIVE AREA**

The competitive areas will be established in accordance with applicable laws, rules and regulations.

## **SECTION 14 – DISPLACEMENT**

The Agency will not fill a vacant bargaining unit position within the organizational unit in which the reduction-in-force is taking place until it has considered all reasonable alternatives to reduce the adverse effects on bargaining unit employees who are to be displaced as a result of the reduction-in-force. In considering these alternatives, the Agency will review the possibility and feasibility of redesigning a vacant position.

## **SECTION 15 – RELOCATION**

In connection with a reduction-in-force and where applicable, the Agency agrees to grant official time and to pay relocation expenses as provided by appropriate regulation.

## ARTICLE 32 TRANSFER OF FUNCTION

### SECTION 1 – DEFINITION

A ‘transfer of function’ is defined as the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected, or the movement of the competitive area in which the function is performed to another commuting area.

### SECTION 2 – PROCEDURES

In transfers of function within DTIC:

- A. The Agency will provide notification to the Local not less than 60 calendar days prior to the effective date of any approved transfer of function. The Local may waive this notification period.
- B. Where employees are being relocated to a different commuting area, the losing Agency will:
  1. Provide the Local with the maximum notice possible but not less than 60 calendar days' notice prior to the effective date of any approved transfer of function in order to negotiate the impact and procedures for the implementation of the transfer of function.
  2. Assist and counsel the affected employee in seeking placement opportunities with other Federal agencies elsewhere in the commuting area.
  3. Counsel the employee on individual rights relating to retirement and severance pay and placement potential.
  4. Give any employee affected by a transfer of function outside the commuting area, causing physical move, not less than 60 calendar days' notice in writing of the transfer of function which provide for at least 30 calendar days for the employee to respond as to whether he/she is willing to accompany the function. Transfer of function within competitive areas or commuting areas will require a minimum notice (not necessarily in writing) of 14 calendar days.
  5. Attendant to the circumstances of a particular transfer of function, the

Agency will make every good faith effort in dealing with the activity gaining the function to have that gaining activity provide affected employees with 30 calendar days to respond to a specific job offer.

6. Make every effort to place affected employees in vacant positions for which they qualify in the same commuting area and/or in the same competitive area.

### **SECTION 3 – DOCUMENTATION**

Following notification of a transfer of function, the Agency shall furnish the Local, upon request, any relevant and available documentation or information concerning the transfer of function, subject to any Privacy Act Limitations.

### **SECTION 4 – RELOCATION IN CONNECTION WITH A TRANSFER OF FUNCTION.**

The Agency will, as allowable by applicable regulations, grant official time (including travel and per diem) to afford the employee the opportunity to find housing and to assist with relocation expenses.

## ARTICLE 33 CONTRACTING OUT

### SECTION 1 – GENERAL

For purposes of this Article, the term “Contracting Out” refers to decisions made by the Agency subject to the OMB Circular A-76 process. It is understood that the Agency retains the right to contract out work in accordance with 5 U.S.C. § 7106(a)(2)(b). Contracting out is not subject to the negotiated grievance procedure.

### SECTION 2 - NOTIFICATION OF CONTRACTING OUT

- A. The Agency will notify Local officials at the time a study is initiated to contract out work which is presently being performed by members of the bargaining unit.
- B. The Agency will provide to the Local such information concerning the contracting out study as requested by the Local so long as the information is not restricted by law or other prohibitive measures.

### SECTION 2 - NEGOTIATIONS CONCERNING ADVERSE IMPACT OF CONTRACTING OUT

Upon award of a contract that will adversely affect members of the bargaining unit, the Agency will notify the Local. The Local may, within 15 calendar days, request negotiation of matters described by 5 U.S.C § 7106 (b)(2) and (3) of the Civil Service Reform Act.

## ARTICLE 34 DISCIPLINARY AND ADVERSE ACTIONS

### SECTION 1 - GENERAL

- A. "disciplinary action" is defined as a written reprimand or a suspension for 14 calendar days or less. Also included are oral admonishments although these are considered to be informal disciplinary actions.
- B. An "adverse action" is defined as a removal, a suspension for more than 14 calendar days, or a reduction in grade and/or pay taken for cause.
- C. For purpose of this Article, the term "adverse action" does not apply to the separation of an employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. § 7511 (a)(1)(A), a suspension or removal taken in the interest of national security, an action taken under reduction-in-force procedures, return to the grade formerly held by a supervisor or manager who has not satisfactorily completed his/her supervisory/managerial probationary period, or the reduction in grade or removal of employees based on unacceptable performance pursuant to 5 U.S.C. § 4303.
- D. No employee will be subject to a disciplinary or adverse action except for just and sufficient cause.
- E. Disciplinary and adverse actions will be taken in a reasonable period of time, attendant to the circumstances of the individual case, after the incident occurs which is the basis for the action.
- F. At any meeting initiated by the Agency between an employee and an Agency official which the employee reasonably believes may result in an adverse or disciplinary action, a Local representative shall be given the opportunity to be present upon the employee's request in accordance with Article 4 of this Master Agreement.

### SECTION 2 - PROCEDURES FOR ORAL ADMONISHMENTS

Being the least disciplinary measure, oral admonishments will normally be a matter between the employee and his/her supervisor. Within a reasonable time after discovering an infraction believed to warrant an admonishment, the supervisor will discuss the matter and any necessary correction with the employee. The incident and necessary correction will be documented by the supervisor; the employee record card (SF 7B), or attached sheet as is appropriate, and the employee will be so advised and, upon request, provided a copy of the dated documentation. Information concerning oral admonishments will not remain on the SF 7B not be retained more than 12 months.

### SECTION 3 - PROCEDURES FOR REPRIMANDS AND SUSPENSIONS OF 14

## CALENDAR DAYS OR LESS

- A. When the Agency proposes to reprimand an employee or to suspend an employee for 14 calendar days or less, the following procedures will apply:
1. In cases of suspensions of 14 calendar days or less, the Agency will give the employee at least 20 calendar days' written notice of the proposed action.
  2. In cases of written reprimands, the Agency will give the employee at least 14 calendar days' written notice of the proposed action.
  3. Notices will state the nature and specific reason(s) for the proposed action.
  4. In cases of proposed suspensions of 14 calendar days or less the Agency will give the employee at least 7 calendar days to respond orally and/or in writing and to furnish materials to support the reply.
  5. In cases of proposed written reprimands, the Agency will give the employee at least 7 calendar days to respond orally and/or in writing and furnish materials to support the reply.
  6. Notices will inform the employee of his/her right to consult with a member of the servicing Human Resource Office staff regarding procedural adequacy of the proposed action of the employee's right to reply.
  7. Notices will inform the employee of his/her right to representation.
  8. Notices will inform the employee that any request for extension of time to reply must be submitted in writing prior to the expiration of the time period that he/she was given to reply.
  9. If any materials relied upon to support the reasons for the proposed action are not attached to the advance notice, the employee will be advised where this material can be reviewed. Any material/evidence which is not disclosable to an employee may not be used in support of an action against the employee.
- B. After the time for the employee's reply has elapsed, the Agency will issue a written final decision to the employee. The decision notice will:
1. Indicate whether the proposed action will be effected, modified, withdrawn, or held in abeyance. In no case will the action taken be more severe than that proposed in the advance notice.
  2. State the findings with respect to each reason (s) stated in the notice of proposed action.
  3. Inform the employee of his/her grievance/appeal rights in accordance with Section 6

of this Article.

Letters of reprimand together with any reply will be placed in the employee's Official Personnel Folder for not more than 12 months unless the employee receives another disciplinary or adverse action for a similar or related offense within the 12-month period. If this occurs, it will serve to extend the retention of the former reprimand (s) for another 12 months. In no case, however, will a reprimand remain in an employee's Official Personnel Folder for more than 24 months.

#### **SECTION 4 - PROCEDURES FOR REMOVAL, SUSPENSION FOR MORE THAN 14 CALENDAR DAYS, AND REDUCTION IN GRADE AND FOR PAY**

- A. All of the procedural requirements in Section 3 A and B apply except that the advance period will be not less than 30 calendar days, and the employee will be given at least 20 calendar days to respond orally and/or in writing and furnish materials in support of the reply to the proposed action. The response may include written statements of persons having relevant information and/or other supportive documents.
- B. The 30 calendar day advance written notice period is not required for a removal or an indefinite suspension when there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. In such cases, the advance notice period will be not less than 10 calendar days and the reply period will be not less than 7 calendar days. When circumstances require, the employee may be placed in a non-duty status with pay not to exceed 10 calendar days during the notice period. Such actions under this provision are taken pursuant to 5 U.S.C § 7513(b).

#### **SECTION 5 - LETTERS OF WARNING AND INSTRUCTION**

- A. A letter of warning and instruction is not a disciplinary action, as such, but may be used to clarify procedure, issue specific instruction, or impose certain requirements in an attempt to correct a deficiency in performance or conduct before a disciplinary action becomes necessary.
- B. When the Agency issues such a letter, it will fully explain what is required of the employee to correct the noted deficiency. The letter will not be placed in the Official Personnel Folder. A copy will be attached to the employee's SF 7B and the employee so notified. Information concerning the letter of warning shall not remain on the employee's SF 7B no more than 12 months. At any time after the issuance of the letter, the employee's conduct and/or performance will be reviewed to determine whether there has been sufficient improvement to warrant destruction of the letter.

#### **SECTION 6 - GRIEVANCE/APPEAL RIGHTS**

- A. An employee who is dissatisfied with the Agency's decision to effect an adverse action may elect to either appeal the decision in accordance with 5 U.S. C. §7701 or §7702 as applicable, or grieve the decision in accordance with the negotiated grievance procedure (Article 36) but not both.

B. An employee who is dissatisfied with the Agency's decision to effect a disciplinary action may elect to grieve the decision in accordance with the negotiated grievance procedure (Article 36).

## ARTICLE 35 TELEWORK

### SECTION 1

Telework is a voluntary program which may be authorized when an employee's officially assigned duties can be performed at an alternate location and the criteria specified in this Article can be met. The purpose of this Article is to ensure that eligible employees may participate in Teleworking to the maximum extent possible. The parties recognize that both recurring and situational Telework arrangements benefit employees and the Agency by, among other things:

- C. Potentially improving the productivity of employees;
- D. Assisting in the recruitment and retention of high quality employees;
- E. Improving employee morale;
- F. Allowing employees to establish a better balance between their work and personal lives;
- G. Reducing commuting costs and commuting stress;
- H. Improving job access and reasonable accommodations for disabled employees;
- I. Reducing costs for office space and related costs for utilities, parking, etc.;
- J. Accommodating employees needs for convalescence from short-term injuries or illnesses;
- K. Accommodating work needs when the regular workspace is unavailable (e.g., during office renovation); and
- L. Promoting DTIC as an Agency of choice.

### SECTION 2

The parties recognize that some positions are not generally eligible for Telework. These positions involve tasks that are not suitable to be performed away from the traditional worksite, including tasks that:

- A. Require the employee to have daily face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via email, telephone, fax or similar electronic means;
- B. Require daily access to classified information.
- C. Are Trainee or entry-level positions.

### SECTION 3

The Agency and the Local recognize that employees who Telework must be available to work at the traditional worksite on Telework days on an occasional basis if necessitated by work requirements. Conversely, requests by employees to change scheduled Telework days in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements.

## SECTION 4 - TYPES OF TELEWORK:

- A. *Recurring Telework* arrangements are considered approved work schedules, for bargaining unit employees to work at approved alternative worksite (including from home) one day per pay period to the extent that mission readiness or accomplishment is not compromised.
- B. *Situational Telework* means occasional or irregular telework by an employee at an approved alternative worksite, typically for a day, or a block of days. Agency may not impose blanket or arbitrary restrictions on the number of days of Situational Telework. Agency will notify all bargaining unit employees of the availability of Situational Telework, as well as the approval process to be followed.
- C. *Medical Telework* is a term traditionally applied to Telework when used for reasonable accommodation of an employee's disability. An employee requesting Medical Telework as a reasonable accommodation will use 'Telework Request & Approval' Form (DD 2946) and provide the necessary medical documentation to support the request to the Reasonable Accommodation Program Manager.

## SECTION 5 - TELEWORK APPROVAL PROCESS

- A. *Recurring/Medical Telework*: Prior to commencement of Recurring Telework arrangements, the employee must submit a "*DOD Telework Agreement (DD Form 2946)*" to their immediate supervisors for approval. Written approval or disapproval will occur, within 5 (five) workdays of submission. The supervisor/manager will approve/disapprove the request based on mission requirements.
- B. *Situational Telework*: Prior to commencement of Situational Telework arrangements, the employee must have an approved "*DOD Telework Agreement (DD Form 2946)*" for both Recurring and Situational Telework. Situational telework shall be requested by the employee via email to their immediate supervisor. Approval or disapproval shall occur prior to the end of the employee workday.
- C. Supervisors/managers are encouraged to approve requests to the fullest extent possible. Mere generic statements such as "mission requirements" are not sufficient reasons for disapproval.

## SECTION 6 - REQUIREMENTS

Employees who wish to Telework must meet the following requirements:

- A. Be performing at the Results Achieved or Fully Successful level.
- B. No disciplinary action in their record for prior 12-month period from the date they requested to Telework.

- C. Not be under a letter of leave restriction.
- D. Complete a Telework training course.
- E. Be available to participate in planned and ad-hoc meetings.
- F. Will use DTIC authorized Remote Access platform.

The telework approving official may waive some or all of the requirements above. Situations leading to a waiver may include requests for short term Telework temporary medical conditions or due to serious illness of a family member. The Local will be provided copies of the signed DD Form 2946.

## SECTION 7 - TELEWORK TERMINATION GUIDELINES

Individual participants may terminate their personal Telework agreement by giving advance written notice, with no restrictions on resuming. Telework agreements will normally be reviewed on a bi-annual basis and will be extended unless the employee or the employee's position no longer meets the eligibility requirements to Telework.

## SECTION 8 - GRIEVANCES

- A. If an employee disputes the reason given by a supervisor for not approving him or her for Telework or for terminating his or her Telework Agreement, the employee may submit a grievance using the negotiated grievance procedure.
- B. If the Local believes that the Agency is not complying with the negotiated policies or applicable laws, rules, or regulations concerning Teleworking, the matter may be grieved under the negotiated grievance procedure described in Article 36.

## SECTION 9 - DOD POLICY ON TELEWORK (GOVERNMENT CLOSURE)

Bargaining unit employees are not expected to telework when their duty station is closed or closed to the public due to natural or manmade emergency situations (e.g., snowstorms, hurricanes, acts of terrorism, etc.). They may be requested to telework due to a mission critical event.

## SECTION 10

The Agency shall give the Local notice and opportunity to negotiate and agree to any changes to the Component-Specific Terms and Conditions section of DD Form 2946. The parties agree to discuss emerging issues related to Telework when either party requests it. Such updates will include information concerning the number of positions designated as eligible by job title, series and grade, the number of employees requesting Telework and the number actually approved for Telework, and other information viewed as mutually relevant by the parties.

## ARTICLE 36 GRIEVANCE PROCEDURES

### SECTION 1 – GENERAL

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement.

### SECTION 2 - COVERAGE AND SCOPE

#### A. Employee (s) Grievance

A grievance by a bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction to the employee or group of employees concerning the interpretation, application and/or violation of this Agreement, or the interpretation or application of any law, rule or regulation with respect to personnel policies, practices and any other matters affecting conditions of employment.

#### B. Local Grievance

A grievance by the Local is a request for relief over the interpretation or application of this Agreement covering the two parties, or the local interpretation or application of Agency regulations covering personnel policies and practices and other matters affecting conditions of employment.

### SECTION 3 - MATTERS EXCLUDED

Excluded from the grievance procedures are:

- A. Any claimed violation of Subchapter 111 of Chapter 73 of Title 5, U.S. C. (related to prohibited political activities).
- B. Retirement, life insurance or health insurance.
- C. A suspension or removal under Section 7532 of Title 5 U.S.C (related to national security).
- D. Any examination, certification or appointment.
- E. The classification of any position which does not result in the reduction in grade or pay of an employee.
- F. Non-selection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.
- G. Termination of temporary promotion.
- H. Termination while serving under a time limited appointment.
- I. Non-adoption of a suggestion.
- J. Preliminary notice of a proposed action which, if effected, would be covered by this Article or excluded by A through E above.
- K. Disapproval of honorary or discretionary awards.
- L. The reassignment or demotion of an employee to a non-supervisory position during the probationary period served by new supervisors.
- M. Reduction in Force.

## **SECTION 4 - APPEAL OR GRIEVANCE OPTION**

An employee alleging discrimination or affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may at his/her option raise the matter under the appropriate statutory appellate procedure or under the provisions of this Article, but not both. For the purposes of this Section and pursuant to 5 U.S.C § 7121 (d) and (e)(1), an employee shall be deemed to have exercised his/her option under this Section at such time as the employee timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing accordance with the provisions of this Article, whichever event occurs first.

## **SECTION 5 - EXCLUSIVE PROCEDURE**

- A. This is the exclusive procedure available to bargaining unit employees for the resolution of grievances.
- B. The Local has the right to act in its behalf or on the behalf of any employee(s) to present and process grievances.

## **SECTION 6 – REPRESENTATION**

- A. An employee who files a grievance under this procedure may only be represented by an individual designated by the Local. The provisions of Article 1, Section 3 apply as appropriate.
- B. An employee or group of employee(s) may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this Agreement and provided that a Local representative is given an opportunity to be present at the grievance proceeding.
- C. A Local representative will be on official time when performing representational functions under this Article during normal duty hours. In the interest of expeditious and economical processing of grievances, the Local will designate a representative from within the Agency and, whenever possible, from the immediate worksite or office of the grievant(s). When it is not possible to designate a representative at the immediate worksite or office, attendant to the circumstances of the particular case, the Agency will pay for a reasonable amount of travel and per diem, as applicable, for the Local representative for representational functions associated with the final step of the grievance procedure specified in Section 8 of this Article. Authorization for such payment will be subject to the provision of Article 3 of this Agreement.

## **SECTION 7 - FAILURE TO MEET TIME REQUIREMENTS**

Failure on the part of the respondent to meet any of the time limits of this procedure without mutual consent will serve to permit the grievant to immediately escalate the grievance to the next step of the process.

## **SECTION 8- WITNESSES**

All employee(s) called by the Agency to testify on matters regarding a grievance being processed under this Article shall be in a duty status and paid travel and per diem expenses in accordance with appropriate regulations.

## **SECTION 9 - RECORDS AND DOCUMENTATION**

The Agency shall, upon request, furnish the grievant(s) with pertinent records, regarding a grievance under this Article, subject to limitations of the Privacy Act and other statutory authority.

## **SECTION 10 – GRIEVANCE PROCEDURE**

This section describes procedures for grievances submitted by the parties described in Section 2 A and B above. Timeframes may be extended by mutual agreement.

A. The procedure for an employee grievance is based on the issue being grieved. All formal disciplinary actions, to include letters of reprimand, suspensions, demotions, removals and unsatisfactory performance ratings, may be grieved within 10 workdays from the date of the decision notice or the date the performance rating was presented. Grievances are submitted to the Director of an Agency Directorate who may designate a representative to address the issue. When the supervisor, union representative and/or grievant are not in the same geographic location and the grievance concerns a removal, demotion, or suspension of 30 days or more, travel and per diem will be authorized if the employee requests a face-to-face meeting and the management representative elects not to travel to the grievant.

B. All grievances related to formal disciplinary actions (as noted above) must be submitted as a formal grievance.

### **C. Informal Grievance Process:**

1. It is the intent of the parties to resolve grievances at the lowest possible level and that grievances follow the reporting chain of the employee. The intent to follow the reporting chain does not preclude an Agency Director or equivalent from designating an official outside the chain of command as his/her representative to address the issue.

a) The grievance may be taken up orally or in writing by the grievant(s) and the Local representative with the immediate supervisor. The informal grievance must be initiated within 20 work days from the date the grievant(s) became aware of the act or occurrence that gave rise to the grievance. The first level supervisor will advise the employee and representative if s/he does not have authority to grant the requested relief and within 5 workdays will refer the grievance to the management official who has the authority to address the grievance. The management official hearing the informal grievance will provide

a written or oral response within 5 workdays after presentation of the grievance. Informal grievances that are submitted in writing will be responded to in writing. The parties may develop a form for the submission of grievances.

b) If the matter is not satisfactorily resolved in the informal grievance, the grievant may, within 10 workdays, submit the complaint in writing through the formal grievance process.

D. Formal Grievance:

1. Formal grievances are submitted to the relevant Agency Director or equivalent in the employee's chain of command. The official receiving the grievance or his/her designated representative will meet to discuss the grievance within 10 workdays of receipt of the formal grievance. Such meetings may be conducted via telephone or VTC when the supervisors, union representative and/or grievant are not in the same location. Within 10 workdays after presentation of the grievance, the Director, or designee will issue a written decision to the grievant and the Local representative. The decision will contain specific rationale and constitutes the final agency decision. Suspensions, demotions, removals, and unsatisfactory performance ratings will not be effected, and letters of reprimand will not be placed in the eOPF until a final Agency decision on the grievance is made.

2. Formal grievances must be signed by the grievant(s) and must include the following data:

- a) The aggrieved employee(s)' name, position title, grade, and organization.
- b) A description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data and the article of this Agreement, if applicable.
- c) A brief statement of the step(s) taken to informally resolve the grievance.
- d) The personal remedy (corrective, not punitive action) that is being sought.
- e) A statement that discrimination based on race, color, religion, age, sex, or national origin is or is not an issue in the grievance.
- f) Identification of the employee's representative.

E. Grievances filed by the Agency shall be submitted to the Local President.

Grievances submitted by the Local (Union grievances) shall be submitted to the relevant Director or equivalent. Such grievances must be submitted in writing within 20 work days from the date the grieving party became aware of the act or occurrence that gave rise to the grievance. The grievance will include a description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data, and the specific requested relief. The parties will meet within 10 workdays to discuss the matter. The

party receiving the grievance will provide a written response within 10 workdays following the meeting.

F. If the Local is not satisfied with the decision on the grievance, either party may request that the grievance be advanced to arbitration in accordance with Article 37 of this Agreement. Such request must be made within 20 workdays after receipt of the decision.

## ARTICLE 37 ARBITRATION

### SECTION 1 - GENERAL

This Article establishes procedures for the arbitration of disputes between the Local and the Agency which are not satisfactorily resolved by the negotiated grievance procedure contained in Articles 13 and 36 of this Agreement.

### SECTION 2 - OPTIONAL ARBITRATION PROCEDURES

The following Sections of this Article must be adhered to in the settlement of grievances to be resolved through arbitration unless the parties agree to process the grievance(s) in accordance with Article 38 of this Agreement.

### SECTION 3 - SELECTION OF ARBITRATOR

- A. If the Local and the Agency fail to settle any grievance processed under Article 36 of this Agreement, either party may, within the time limits specified in the negotiated grievance procedure, notify the other in writing of intention to submit the matter to arbitration. Within 5 working days from receipt of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrators. The request to FMCS will include a brief statement of the issue (s) in dispute. If the parties cannot mutually agree on the statement to be provided, each party may submit a separate statement.
- B. Within 5 working days from receipt of the list, the parties will confer, as appropriate, to choose an arbitrator. If they cannot mutually agree on one name from the list, the parties will alternately strike one name from the list until only one name remains. The remaining name in the list shall be the duly selected arbitrator. The FMCS shall be immediately notified of the selection.
- C. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event: (1) either party refused to participate in the selection of an arbitrator, and/or (2) upon inaction or unreasonable delay on the part of either party.

### SECTION 4 - ARBITRATION PROCEEDINGS

- A. Once an arbitration hearing has been scheduled, there shall be no postponement or rescheduling of the hearing except by the written mutual agreement of the parties.
- B. By mutual consent, arbitration may be conducted as oral proceedings with no verbatim transcript and no filings of briefs. In the event only one of the parties desire a transcript of the proceedings, that party shall be responsible for making arrangements for and the full cost of the transcript. If the other party later wishes a copy of the transcript, that party shall pay for half of the original cost.
- C. At least 10 working days before the opening of the arbitration hearing, the parties shall exchange lists of witnesses whom they expect to have testify along with a listing of facts

and/or evidence that may be stipulated in advance of the hearing. If the parties cannot agree on a slate of witnesses, it shall be at the sole discretion of the arbitrator to determine who may testify.

- D. The grievant, his/her representative, and the employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration hearing. All participants shall be in a duty status.
- E. The arbitrator shall be requested to render and serve his written decision within 30 calendar days after the conclusion of the hearing. The arbitrator's award shall be limited solely to answer the question(s) put to him/her by the parties' submission. In the event the parties are unable to agree to a submission statement, the arbitrator shall be empowered to formulate his/her own statement of the issue to be resolved.

## **SECTION 5 - COST OF ARBITRATION**

The fee and expenses of the arbitrator shall be borne equally by the parties.

## **SECTION 6 - EXCEPTIONS TO ARBITRATOR'S AWARD**

The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

## **SECTION 7 - CLARIFICATION OF ARBITRATOR'S AWARD**

Disputes between the parties over the application of an arbitrator's award may be returned for clarification. The party seeking clarification shall bear the full cost of such clarification.

**ARTICLE 38  
NOT USED**

## ARTICLE 39

### STAYS OF CERTAIN PERSONNEL ACTIONS

#### **SECTION 1 - GENERAL**

An employee has 5 working days after receipt of the notice of decision to file a timely grievance in order to be granted a stay of certain personnel actions.

#### **SECTION 2 - ACTIONS COVERED**

An Agency decision to remove a bargaining unit employee under 5 U.S.C. § 4303 or 7512 will be stayed for 90 calendar days or until an arbitrator makes an award, whichever comes first, provided the employee files a timely grievance under Article 36.

#### **SECTION 3 - PROCEDURE**

The grievance of the employee shall immediately be advanced to the last step of the grievance procedure under Article 36. The stay shall be contingent upon the reasonable advancement of the grievance through the procedures provided in Articles 36 and 37. Otherwise, the effective date of the removal will be as stated in the notice of final Agency decision.

#### **SECTION 4 - ACTIONS NOT COVERED**

This article does not apply to reduction in force actions, performance based actions, actions based upon positive drug tests, or removals where there is sufficient evidence that: (1) retention of the employee is injurious to him/herself, his/her fellow workers, or the general public; (2) retention of the employee is resulting or will result in damage to Government property; or (3) may compromise national security of the internal security practices of the Agency. This Article does not apply where there is reasonable cause to believe the employee has committed a crime which a sentence of imprisonment may be imposed.

## ARTICLE 40 PERSONNEL RECORDS

### SECTION 1 – GENERAL

The Agency will not maintain any system of personnel records other than those authorized by the Office of Personnel Management (OPM) and those Agency systems published in the Federal Register in compliance with the provisions of the Privacy Act of 1974.

### SECTION 2 - OFFICIAL PERSONNEL FOLDER (OPF)

- A. The Official Personnel Folder is the Official repository for records affecting an employee's status and Federal Service. The folder provides the basic source of factual data about the employee's Federal employment history and this is used primarily by the Civilian Personnel Office in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services.
- B. The Agency shall provide for the maintenance of an OPF for every employee. Upon request, employees will be informed as to the location of their OPF.
- C. Material will be filed in the OPF in compliance with applicable rules and regulations of the OPM.
- D. Each employee and/or his/her designated, representative shall be permitted to review any document appearing in the employee's OPF upon request. If the representative seeks to review the OPF without the employee present, the employee must provide written notification to the Agency.
- E. An employee will be afforded the opportunity to put into the OPF any statement he/she wishes to make about unfavorable information contained in the OPF.
- F. Upon request, an employee will be entitled to have a single photo-copy without charge of each document within his/her OPF.
- G. Authorized personnel, not employed by the Agency, may inspect an employee's OPF only after producing appropriate credentials. As required by the Privacy Act of 1974, an accurate accounting will be made for disclosure of information from the OPF, and upon request, the information from this accounting will be made available to the employee.
- H. Employees, upon request, shall be advised of the length of time the Agency intends to maintain unfavorable material in the OPF.
- I. Records of charges placed in the OPF determined to be unfounded will be removed. Such charges will not be considered a factor in connection with any future personnel actions.
- J. Any adverse material removed from the employee's OPF will be returned to the employee for final disposition by the employee.

## **SECTION 3 - SUPERVISOR/EMPLOYEE WORK FOLDER**

- A. Documentation in paper or electronic format included in a supervisor/employee work folder will be used by supervisors as a source of data to initiate requests for personnel actions, to plan and schedule employee training, to counsel employees on their performance, as a basis for proposing commendations or disciplinary actions, and to carry out their personnel management responsibilities in general.
- B. Each employee and/or his/her designated representative, who has been so designated in writing by the employee, shall, upon request, be permitted to review any document appearing in his/her supervisor/employee work folder. Documentation will be maintained in accordance with the requirements of OPM/GOV-T-1 or OPM/Gov-2 records schedules, except as otherwise modified by the Agreement.

## **SECTION 4 - CONTROL OF RECORDS**

Personnel records referred to in this Article will be maintained in such a manner so as to prevent disclosure to individuals who do not have an official need for the information.

## ARTICLE 41

### PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES

#### SECTION 1 – GENERAL

##### A. For the purpose of this Article:

1. The term "employee" refers to any bargaining unit employee who is a member in good standing of Local 2449.
2. The term "servicing payroll office" refers to the Agency Accounting and Finance Office which is responsible for processing the pay of the employee.
3. The term "payroll allotment" refers to a voluntary authorization by the employee for a deduction in a specified amount to be made from the employee's pay each pay period for the payment of dues, associated with his/her membership, to the Local.

##### B. The Agency and the Local agree that:

1. Within the parameters set forth in Sections 2 through 4, establishment of procedures and the administration of this Article are matters for negotiation.
2. The Local and the Agency are each responsible for fully informing the employee that his/her authorization for a payroll allotment:
  - a. Is completely voluntary; and
  - b. Cannot be revoked for a period of 1 year from the effective date thereof, or at intervals of 1 year as set by negotiations.

#### SECTION 2 - AUTHORIZATION OF PAYROLL ALLOTMENT

- A. Only one payroll allotment shall be authorized for an employee dues deductions.
- B. Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, shall be used. The Local shall purchase and distribute this form to the employees.
- C. The Local shall furnish the Agency with written notification of the name and title of the Local official who is designated to sign the certification on the SF 1187.
- D. The Local shall be responsible for furnishing the servicing payroll office with a certified schedule of payroll allotments supported by completed SF 1187s signed by the designated Local official and the employees.
- E. The payroll allotment shall be in an amount determined mutually agreed by the Local and the employee executing the SF 1187.
  1. No more than two changes in the amount of the payroll allotment shall be made during the calendar year.
  2. Written notification of a change in the amount of the payroll allotment shall be furnished to the servicing payroll office by the Local.
  3. The change in the amount of the payroll allotment shall become effective with the first complete pay period which occurs 30 days after the written notification is received by the servicing payroll office.

## **SECTION 3 - TERMINATION OF AUTHORIZATION**

The payroll allotment shall be terminated when any of the following situations occur:

- A. The employee retires.
- B. The employee dies.
- C. The employee is separated.
- D. The employee transfers to another servicing payroll office within the Agency or outside the Agency.
- E. The employee ceases to be a member of the bargaining units.
- F. The employee ceases to be a member in good standing of the Local. If this occurs, the Local shall be responsible for promptly furnishing written notification to the servicing payroll office.
- G. The employee files a written notification (SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues) with the servicing payroll office. In this case the termination becomes effective on the date as presently determined by Local negotiation.

## **SECTION 4 - PROCESSING PAYROLL ALLOTMENTS**

- A. Payroll allotments shall be processed at no cost to the Local or the employee.
- B. The effective dates of the pay periods for deducting dues from employees and/or for terminating deductions of dues from employees, as well as the dates after the pay periods for remittances to the Local of the amounts deducted, shall be in accordance with local arrangements.
- C. Except as stipulated in D below, the servicing payroll office shall deduct the amount of the payroll allotment each pay period.
- D. No dues shall be withheld or deducted for any pay period in which the employee's net salary, after other legal or required deductions, is insufficient to cover the full amount of the payroll allotment.
- E. After each pay period the servicing payroll office shall remit the payroll allotment deductions either a check to the Local or by electronic funds transfer to the financial establishment and account authorized by the Local. To the extent the servicing payroll office will comply, the following information will be provided:
  1. The names of employees from whom deductions were made and the amount of each deduction, their Social Security Numbers and their organization assignment.
  2. The total number of employees from whom dues were withheld.
  3. The total amount withheld.
  4. The names of employees from whom no dues were deducted in accordance with D above.
  5. A copy of any written revocation received by the servicing payroll office since the previous remittance.

## ARTICLE 42

### LABOR MANAGEMENT TRAINING

#### **SECTION 1 - UNION SPONSORED TRAINING**

It is to the advantage of the parties if Local officers and stewards are knowledgeable about applicable laws, regulations, and new developments pertaining thereto. Workload permitting, officers and stewards may be granted reasonable amounts of official time to attend AFGE-sponsored training sessions or other courses related to representational duties (as defined in Article 3) that are available at no cost to the Government, either for tuition or for travel and per diem. Requests for such official time will include a copy of the training agenda in order to enable the Agency to determine those portions for which official time will be authorized. The annual AFGE Legislative Conference is considered to be training for purposes of this Section, except for those portions of the conference that involve lobbying Congress on pending legislation or specific bills the AFGE is seeking to have a Representative or Senator introduce.

#### **SECTION 2 - MANAGEMENT SPONSORED TRAINING**

The Agency agrees to provide Local with a copy of the training calendar, if one is prepared. Workload permitting, the Local President or designee shall be afforded the opportunity to attend training offered to employees when such training facilitates the Local's ability to carry out its representational functions.

Examples of such training include, but are not limited to ADR, OWCP, DTS, OSHA, EEO and labor-management conferences.

When such training is approved the Agency will grant official time for the Local President or designee.

#### **SECTION 3 – COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING**

- A. Within 60 days of the effective date of this CBA, the Agency will provide official time for a three-day “train the Trainer” session for Local Officers and Representatives.
- B. Up to 24 hours of official time will be granted for each AFGE local representative for training on this Agreement.

## ARTICLE 43 COPIES OF THE AGREEMENT

### SECTION 1

The Agency will provide booklet copies of any changes to this Agreement to each employee in the bargaining unit. The Local shall be furnished 20 copies of the full agreement to meet its needs. The Agency will also post this Agreement and changes thereto on the DTIC Human Resources website.

### SECTION 2

The expenses for printing and distribution of these Agreement/changes shall be borne by the Agency.

### SECTION 3

New bargaining unit employees will be informed of the location of this Agreement on the Agency website as appropriate, by the Agency at the time the employee is being processed for employment.

**ARTICLE 44  
NOT USED**

## ARTICLE 45 DURATION AND TERMINATION

### SECTION 1

This agreement shall remain in effect for a period of 3 years from its effective date and shall be automatically renewed for an additional period of three years, subject to applicable law and/or regulations, unless either party gives written notice to the other party of its desire to renegotiate portions of this Agreement between 90 to 60 calendar days prior to the three-year anniversary. Such renegotiations, if held, will be separate and distinct from mid-term bargaining set forth in this Agreement.

### SECTION 2

This agreement is executed effective ***October 1, 2016*** and binding upon the parties as of ***November 1, 2016***.