

AGREEMENT BETWEEN

American Federation of
Government Employees

&

Springfield Military Entrance
Processing Station

Approved by the
Department of Defense on 20 October 2017
Effective until 20 October 2021

AGREEMENT BETWEEN AFGE and Springfield MEPS

TABLE OF CONTENTS

	DESCRIPTION	PAGE
Preamble		3
Witnesseth		3
Article 1	EXCLUSIVE RECOGNITION	4
Article 2	NEGOTIATION, CONSULTATION, AND COMMUNICATIONS	5
Article 3	PROVISION OF LAW AND REGULATIONS	7
Article 4	RIGHTS AND OBLIGATIONS OF EMPLOYER	8
Article 5	RIGHTS OF EMPLOYEES	10
Article 6	RIGHTS AND OBLIGATIONS OF THE UNION	12
Article 7	OFFICIAL TIME	14
Article 8	OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY (EEO)	19
Article 9	EMPLOYEE COUNSELING	21
Article 10	DISCIPLINE AND ADVERSE ACTIONS	22
Article 11	FACILITIES AND SERVICES	26
Article 12	HOURS OF WORK	27
Article 13	OVERTIME	32
Article 14	BOARDS AND COMMITTEES	34
Article 15	MEPS/ CLOSURE	35
Article 16	TRAVEL	37
Article 17	ANNUAL LEAVE	38
Article 18	SICK LEAVE	41
Article 19	PERFORMANCE APPRAISAL	46
Article 20	PROMOTIONS AND DETAILS	48
Article 21	TRAINING AND DEVELOPMENT	50
Article 22	HEALTH, SAFETY AND INDUSTRIAL HYGIENE	52
Article 23	GRIEVANCE PROCEDURE	55
Article 24	ARBITRATION OF GRIEVANCES	61
Article 25	NEGOTIATION IMPASSES	63
Article 26	EMPLOYEE MORALE	65
Article 27	DRESS, APPEARANCE, AND HYGIENE STANDARDS	66
Article 28	DURATION OF AGREEMENT	68
Article 29	DISTRIBUTION OF AGREEMENT	69
Article 30	UNION MEMBERSHIP AND DUES' DEDUCTION	70

PREAMBLE

This agreement is made by and between an element of the Department of Defense (DoD), i.e., the Springfield Military Entrance Processing Station (MEPS) at Chicopee, Massachusetts, hereinafter referred to as the "Employer," and the American Federation of Government Employees (AFGE), hereinafter referred to as the "Union," and collectively referred to as the "parties."

WITNESSETH

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and well-being of employees within the meaning of Chapter 71 of the Title 5 U.S. Code, hereinafter referred to as the "Statute," to establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting conditions of employment; to provide an opportunity for employees, through representation, to participate in the implementation of personnel policies affecting their working conditions; and to provide means for discussion, negotiation and adjustment of matters of mutual interest at the Springfield MEPS.

Both parties, in recognition of their responsibilities under the Statute, have a moral responsibility to eliminate waste, combat absenteeism, conserve materials and supplies, ensure timely completion of work, improve the quality of workmanship, improve working conditions, encourage the submission of improvement and cost reduction ideas, encourage safety practices, and promote the development of goodwill between the parties hereto and the local community.

Each party agrees that it will endeavor to establish and maintain working conditions that will be conducive to enhancing and improving employee morale, efficiency and productivity and each will foster a supervisory/employee relationship of mutual respect.

All actions taken by the Employer and Union under terms of this Agreement will be without discrimination as to race, color, religion, national origin, age, sex or disability.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1. EXCLUSIVE RECOGNITION

Section 1

The Union is the exclusive representative of all employees in the Unit (as defined in Section 2), and the Union recognizes its responsibilities to represent the interests of all employees in the Unit without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions.

Section 2

This agreement applies to those employees within the Unit identified in Federal Labor Relations Authority (FLRA) Certification of Representative Case No. BN-RP-08-0017, dated June 2, 2008, specifically:

INCLUDED: All non-professional employees employed by the Springfield Military Entrance Processing Station, Chicopee, Massachusetts.

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

ARTICLE 2. NEGOTIATION, CONSULTATION, AND COMMUNICATIONS

Section 1

It is agreed and understood that matters appropriate for consultation and negotiation between the parties are policies, practices, and programs relating to work conditions that are within the discretion of the Employer. These include, but are not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay administration, reduction-in-force practices, hours of work, and proposed reorganizations resulting in pay or grade reduction, separation, or physical relocation.

Section 2

The fact that certain subjects are not listed as appropriate for negotiation does not restrict either party from meeting with the other to discuss and consult on matters which both consider appropriate for such consultation under this Agreement. It is further agreed and understood that the Employer will normally notify the Union and/or consult in writing at least ten (10) working days before making any changes to prior or future benefits, understandings, and personnel practices which are not specifically covered by this Agreement, except under emergency conditions. It is further agreed that the Union must notify the Employer in writing of its desire to negotiate over the proposed changes and identify questions and concerns within ten (10) working days after receipt of the management proposal. If no response is received, the Employer may institute the changes and no further obligation to negotiate exists.

Section 3

The Union shall be informed by the Employer concerning any formal survey or study directly related to conditions of employment, which the Employer is aware of, unless the Employer determines that such notification would adversely impact internal security or otherwise undermine the compelling need for the study.

Section 4

The Union shall be informed by the Employer concerning any preliminary decisions reached as a result of discussions with individual employees that may affect the Unit as a whole. It is recognized that informal discussions between an employee and his/her supervisor, that are of a personal nature or concern problems personal to an employee do not normally fall into this category.

Section 5

The Union agrees to notify the Employer five (5) working days in advance of any official Union external communications regarding matters related to management practices.

Section 6

The Union and the Employer agree to provide each other with an advanced copy of all Unfair Labor Practice (ULP) charges ten (10) working days prior to filing with the FLRA (also referred to as "the Authority"). The parties agree to meet within five (5) working days to informally attempt to resolve the matter(s).

ARTICLE 3. PROVISIONS OF LAW AND REGULATIONS

Section 1

In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including applicable policies set forth in the Code of Federal Regulations (CFR); by published agency policies and regulations in this Agreement as approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities.

Section 2

It is agreed and understood that the Union will have access to all published agency policies and regulations required by law. This will be provided by giving the on-site MEPS' Union Representative(s) access to the Internet and any local Intranet (Infonet) resources. The parties agree that provision of such access fulfills the Employer's responsibility to provide any documents available on the Internet, whenever the agency is required to do so in any dispute forum, or pursuant to any provision of this agreement.

ARTICLE 4. RIGHTS AND OBLIGATIONS OF EMPLOYER

Section 1

The Employer has the right: (1) to determine the mission, budget, organization, number of employees, and internal security practices; and (2) in accordance with applicable laws: (A) to hire, assign, direct, lay off and retain employees or to suspend, remove, or reduce in grade or pay, or to take other disciplinary action against such employees; (B) to assign work, to make determinations with respect to contracting out and to determine the personnel by which operations shall be conducted; (C) with respect to filling positions, to make selections for appointments from: (i) among properly ranked and certified candidates for promotion; or (ii) any other appropriate source; and (D) to take whatever actions may be necessary to carry out the mission during emergencies.

Section 2

Disciplinary action may be taken against an employee only after pertinent facts and evidence are assembled and a determination has been made that actionable misconduct had occurred. Nothing in this section precludes the Employer from taking appropriate action pending completion of an investigation to protect the health or safety of employees, or physical, or financial, or national security interests of the activity.

Section 3

Management will annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B), also known as Weingarten Rights.

Section 4

The Employer will comply with Privacy Act requirements for the maintenance, access, amendment and disclosure of personal information maintained in a system of records and accessed by a personal identifier. Such records include, but are not limited to, General Personnel Records (OPM/GOVT-1) and the information contained therein.

Section 5

The Employer agrees, that to the extent possible and in accordance with applicable laws, rules, and regulations, to make every reasonable effort to ensure that all employees are given fair and equitable treatment in all matters concerning conditions of employment.

Section 6

It shall be an unfair labor practice for an agency:

- a. to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title 5, United States Code ("U.S.C."), Chapter 71 (Chapter 71);
- b. to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- c. to sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- d. to discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under Chapter 71;
- e. to refuse to consult or negotiate in good faith with a labor organization as required by Chapter 71;
- f. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71;
- g. to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title [5 U.S.C. § 2302]) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- h. to otherwise fail or refuse to comply with any provision of Chapter 71.

Section 7

Whenever language in this Agreement refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those tasks.

ARTICLE 5. RIGHTS OF EMPLOYEES

Section 1

The parties acknowledge that 5 U.S.C. 7102 provides as follows:

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under Chapter 71 of Title 5, U.S.C., such rights include the right:

- a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of Title 5, U.S.C.

Section 2

Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies. The Employer shall not discipline an employee because the employee has raised a complaint or given appropriate testimony under applicable laws, the negotiated grievance procedure or Equal Employment Opportunity (EEO) complaint process, Merit Systems Protection Board (MSPB) or other available procedures for redressing wrongs to employees.

Section 3

An employee has the right to be represented when (1) the employee is examined in connection with an investigation conducted by an agency representative, (2) the employee reasonably believes disciplinary action against him/her may result, and (3) the employee requests Union representation.

Section 4

- a. The employee, or his/her designated representative with the employee's written consent, shall have the right to review his/her own Official Personnel Folder (OPF) and any other official personnel file maintained on that employee by the organization to which the employee is assigned. This does not include a supervisor's personal notes, which are for refreshing a supervisor's memory, and are not a formal record of events. These items will be maintained and safeguarded separately from any formal system of records and will be treated as confidential and sensitive. Those portions of any personal notes, which are incorporated into any official action or performance evaluation, become part of the formal record and will be provided to employees upon request.
- b. Employees have access to their personnel data in their OPF via the Internet in the electronic Official Personnel Folder (eOPF) system. The Civilian Human Resources Agency (CHRA), at the U.S. Army Natick Soldier Systems Center (hereafter referred to as "CHRA-Natick"), will provide employees assistance when requested.

Section 5

- a. The Employer and the Union agree that insuring a productive and professional work environment is integral to the efficient accomplishment of the agency mission. Behaviors that create a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated.
- b. Employees who believe they are subject to such behavior should raise their concerns with an appropriate supervisor. Such concerns shall not be the subject of retaliation.
- c. The Employer will inform employees of workforce violence policies and available Employee Assistance Program support and training opportunities.

Section 6

- a. An Employee is accountable for the performance of official duties and compliance with standards of conduct for Federal Employees, as governed by pertinent laws and regulations. Within this context, the Employer affirms the right of an Employee to conduct his private life as he deems fit provided that such conduct does not discredit the Federal Service, or effect the efficiency of the service.
- b. The Employer will not coerce or in any manner require Employees to invest their money, donate to charity, or participate in social activities, meetings or undertakings not related to their performance of official duties, or the mission of the agency.
- c. Employees will be informed of rules, regulations and policies, and any changes under which they are obligated to operate, including their job duties.

ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE UNION

Section 1

The Union has the right and obligation to represent all employees in the Unit; to present its views to the Employer on matters of concern either orally or in writing; and to negotiate an agreement with the Employer on personnel policies, practices and procedures and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations.

Section 2

It shall be an unfair labor practice for a labor organization:

- a. to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title 5, U.S.C., Chapter 71 (Chapter 71);
- b. to cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under Chapter 71;
- c. to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
- d. to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;
- e. to refuse to consult or negotiate in good faith with an agency as required by Chapter 71;
- f. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71;
 - (1) to call, or participate in, a strike, work stoppage or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or
 - (2) to condone any activity described in subsection (1) of this section by failing to take action to prevent or stop such activity; or
- g. to otherwise fail or refuse to comply with any provision of Chapter 71.

Nothing in subsection f. of this Section shall result in any informational picketing which does not interfere with an agency's operations being considered as an unfair labor practice.

Section 3

It shall be an unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure:

- a. to meet reasonable occupational standards uniformly required for admission, or
- b. to tender dues uniformly required as a condition of acquiring and retaining membership.

Section 4

The Union has a positive responsibility to assist the Employer in the efficient and economical operation of the Springfield MEPS by counseling members of the bargaining unit concerning their obligations as employees and by fostering sound work habits and attitudes.

Section 5

- a. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. This right shall apply at all levels of Management within the agency and the Union starting with the Steward and first level supervisor. The Employer has the ability to determine whether it warrants higher review.
- b. The Employer will recognize the Officers and Officials/representatives designated, in writing, by the Union and will maintain on a current basis, a list of the Union Officers and Officials, including Stewards. The Union may post the list of their Officers and Officials and/or Stewards on the official bulletin board.

ARTICLE 7. OFFICIAL TIME

Section 1

The Union may designate MEPS Union Representatives in the Unit (as defined in Article 1). The Union shall determine which unit members are to assume these functions at the MEPS. The Union agrees to act judiciously when appointing Union Representatives to ensure that any given work area is not unduly impacted. The number of Stewards shall not exceed an overall ratio of one Steward for every thirty (30) employees in the Unit. The MEPS' Union Representatives will represent all the bargaining unit employees in the Unit.

Section 2

Any employee representing the exclusive representative in the negotiation of a collective bargaining agreement shall be allowed official time for such purpose to the extent authorized by 5 U.S.C. 7131 in that an exclusive representative shall be granted official time in any amount the agency and the representative involved agree to be reasonable, necessary and in the public interest. The number of employees for whom official time is authorized for this purpose shall not exceed the number of individuals designated as representing the agency for such purpose.

Section 3

Official time shall not be used by Union representatives or bargaining unit employees for any activities relating to the internal business of the labor organization. Examples of such activities include:

- a. Election of Union officials and/or stewards, inclusive of all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.;
- b. Preparation and/or distribution of any internal Union article, bulletin or newspaper (This excludes articles for the Warrior and other official publications.);
- c. Preparation and/or distribution of literature soliciting membership;
- d. Solicitation of membership;
- e. Preparation and distribution of any literature relating to any benefits of Union membership (e.g., insurance plans, legal coverage, books, etc.) or the performance of any administrative functions relating to such benefits;
- f. Solicitation of signatures on dues withholding authorization forms;

g. Attendance at local, state or national conventions, seminars or similar events, e.g., workshops oriented toward the improvement of skills, techniques or strategies (not to include those portions of such events for which the Union has demonstrated the mutual Employer-Union benefit of the training and the Employer has concurred and authorized official time).

Section 4

The functions of Union Representatives are the investigation and processing of grievances at the informal/formal steps of the grievance procedure set forth in this agreement, and those other necessary duties as defined but not limited to Section 11 of this Article. When an employee wishes to see his/her Union Representatives, he/she shall request permission from his/her supervisor to see his/her Union Representative for the purpose of discussing a matter of personal concern, provided that such matters are unrelated to internal union business. When, in the performance of his/her approved duties, it is necessary for the MEPS' Union Representative to leave his/her assigned work station during working hours, he/she should request permission from his/her immediate supervisor, or in his/her absence, his/her relief or next level supervisor. The MEPS' Union Representative and employee(s) alike will inform their immediate supervisor where they can be contacted and will inform their immediate supervisor upon their return to the work station. Subject to work requirements, the supervisor may require the employee or representative to remain on the job, and will state the reason in writing the same working day, if requested by the employee or representative, and furnish a copy to the CHRA-Natick Labor/Management-Employee Relations (L/MER) Specialist and the union official in charge, unless a mutually-agreed resolution of the problem occurs. If the requested meeting time is not available, the supervisor involved will offer an alternate time.

Section 5

Official time is authorized for representational duties as provided in 5 U.S.C. 7131(d) to the extent the Employer and the Union agree is reasonable, necessary and in the public interest. The parties agree that official time is not authorized for the following:

- a. Representation of any employee in any matter not directly related to his/her employment at the Springfield MEPS.
- b. Representation of former employees in any matter unrelated to an ongoing grievance, arbitration or appeal.

Official time may only be authorized when an employee is in a duty status. Overtime or compensatory time will not be authorized for the performance of representational functions.

Section 6

A MEPS' Union representative, will be authorized official time while in a duty status as directed by the FLRA for the union representative to participate in any phase of proceedings before the Authority as provided in 5 U.S.C. 7131(c).

Section 7

The Employer agrees to grant official time to the MEPS' Union Representative designated to represent MEPS employees to allow him/her to attend Union sponsored training when the Employer determines that such training has been shown to be of mutual benefit to the Employer and the Union, and the employee's absence will not seriously impair accomplishment of the organizational mission. Requests for such training, with sufficient documentation to determine the mutual benefit of the training, will be forwarded to the CHRA-Natick L/MER Specialist, or, his/her designee, in writing, at least thirty work days in advance of the scheduled training, when possible. Matters related to any internal Union business will not be considered of mutual benefit.

Section 8

Union representatives on official time for representational duties will be afforded an area of privacy when meeting with employees. The Employer will assist in providing such privacy within or close in proximity to the Employee's work area, whenever possible. Because of privacy concerns, Union officials will not discuss personal Union matters, or, individual grievances with the aggrieved employee or other bargaining unit employee in a general employee work area.

Section 9

Employees will receive a reasonable amount of official time to participate in the activities necessary to process their individual complaints or grievances concerning conditions of employment or those complaints or grievances initiated by the Employer or the Union.

Section 10

The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a MEPS' Union Representative from performing his/her duties in accordance with the provisions of this Article.

Section 11

For the purpose of this Agreement, the MEPS' Union Representatives shall be granted official time in any amount that the Union and Employer agree to be reasonable, necessary and in the public interest for the following:

- a. Representation in grievances, discrimination complaints and appeals.
- b. Preparation of grievances and discrimination complaints and appeals.
- c. Preparation for, and representation of, the Local in consultations with the Employer.
- d. Representation at arbitration and statutory appeals hearings, except that the FLRA shall determine whether any employee participating for, or on behalf of, a labor organization in any phase of proceedings before the Authority shall be authorized official time for such purpose.
- e. Representation in the Union's own right at resolution of grievances, adverse actions and EEO matters that affect bargaining unit employees beyond the concerns of the individual grievant or complainant.
- f. Attendance at Employer initiated committee meetings that affect bargaining unit employees as the designated MEPS' Local Representative.
- g. Preparation for and presentation at ULP investigations and hearings.
- h. Daily routine issues that are unrelated to the Union's internal business (e.g. concern of employees, reporting unsafe conditions, etc.).
- i. Review of and response to memos, letters and requests from the Employer as well as proposed new instructions, manuals, notices, etc. which affect personnel policies, practices, or working conditions.
- j. Reviewing and responding to consultation matters from bargaining unit members.
- k. Acting as a technical advisor or assistant employee representative in an Employer or Third party initiated hearing.
- l. Attending hearings or meetings which constitute a 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 other general condition of employment.
- m. Attending Employer sponsored training when such training is essential in meeting contractual obligations.

n. Attending Union sponsored training sessions, provided the training is of mutual benefit to the Employer and the Union in their commitment to labor relations.

Section 12

Official Time may be authorized for travel in connection with activities for which Official Time is otherwise authorized.

ARTICLE 8. OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1

Management and the Union will cooperate to provide equal employment opportunity, in accordance with prescribed regulations for all actual or prospective employees of the Employer to prohibit discrimination because of age, sex, race, religion, color or national origin, or persons with disabilities, and to promote full realization of equal opportunity through an active and continuing effort. The Union agrees to be a positive force in this endeavor and to become a partner with Management in the exploration and implementation of ideas and programs, whereby equal employment opportunities will be achieved.

Section 2

- a. When feasible, employees should attempt to address their EEO concerns with the lowest appropriate level in their supervisory chain. EEO Complaints will be processed via the EEOC and United States Military Entrance Processing Command (USMEPCOM) EEO complaint processing criteria.
- b. Employees who have a complaint that is not easily distinguishable from a grievance procedure issue should timely refer to the negotiated Grievance Procedure (Article 23) of this agreement to avoid a possible dismissal of the complaint on the basis of timeliness.
- c. EEO complaints will be managed centrally by an EEO counselor at USMEPCOM Headquarters (HQ), unless USMEPCOM HQ makes arrangements to have this service/support provided elsewhere, by another EEO office.
- d. The Employer agrees that upon contact with the EEO counselor, any unit employee initiating an informal discrimination complaint shall be advised by the EEO counselor that the employee is entitled to representation.

Section 3

The Employer agrees that any written decision on an EEO complaint shall advise the complainant of the avenues available to appeal the decision.

Section 4

An Employee may have a representative of his choice at any stage in the process of an EEO complaint. However, if the complainant is not represented by the Union or by a Union representative acting as a "personal representative", the Union will be granted an opportunity to attend formal discussions held for the purpose of finalizing settlement agreements of formal complaints. This provision does not apply to settlement meetings wherein the Union is involved in the allegation(s) of discrimination.

ARTICLE 9. EMPLOYEE COUNSELING

Section 1

The Employer and the Union recognize that stress from any source (e.g., work or non-work related) can cause employees to become unproductive, can cause workplace disruption, and can lead to problems in the management of work and personnel. The Employer, therefore, agrees to provide professional counseling or referral services for all employees. Such services will aid the employee in dealing with the widest possible variety of problems that may interfere with the employee's well-being and productivity.

Section 2

The Counselors in the Employee Assistance Program (EAP) shall be bound by the rules and regulations on client confidentiality stated in Title 42, CFR, Part 2. All personnel, including supervisors are also bound by the provisions of the Privacy Act, concerning the participation of individuals in the EAP. However, information revealed during counseling sessions is subject to mandatory disclosure under Army Regulation (AR) 380-67, Department of the Army Personnel Security Program, for employees in positions requiring access to classified information.

Section 3

The Employer may schedule a counseling appointment for an employee but may not require or coerce an employee to attend or otherwise seek counseling. This language shall not be construed as precluding a supervisor from taking an otherwise justified disciplinary or performance based action.

Section 4

Nothing in this Article shall preclude an employee from seeking outside counseling at his/her own expense in lieu of or in addition to the EAP offered by the Employer.

ARTICLE 10. DISCIPLINE AND ADVERSE ACTIONS

Section 1

ORAL ADMONISHMENTS. When orally admonishing an employee, the supervisor will, whenever practical, do so in a manner that will protect the employee's privacy and consider his/her dignity and self-respect. The admonishment is an informal disciplinary action and not grievable.

Section 2

LETTERS OF CAUTION. A letters of caution, warning or counseling from a supervisor to a subordinate is a warning that future misconduct may lead to disciplinary action. A copy of this letter may be maintained by the supervisor for a period of 1 year from the date of issuance and will not be filed in the employee's OPF. The letter is an informal disciplinary action and not grievable but may be considered as a factor in future disciplinary determinations while in effect.

Section 3

LETTERS OF REQUIREMENT AND LETTERS OF REPRIMAND. Letters of Requirement are written instructions to an employee from a supervisor to address potential misconduct. Letters of Reprimand are formal disciplinary actions to address misconduct. Letters of Requirement and Letters of Reprimand may be considered as a factor in future disciplinary determinations while in effect. The timeframe for such letters will be contained in the document and will not normally exceed three years. Letters of Requirement and Letters of Reprimand must contain language advising the employee of his/her right to grieve the issuance.

Section 4

ADVERSE ACTIONS. The Employer agrees that adverse actions will be taken solely for such cause as will promote the efficiency of the Federal Civil Service. Included in the meaning of adverse actions are the following:

- a. Suspensions
- b. Reductions in grade
- c. Removals that are not effected during the probationary period
- d. Reductions in pay
- e. Furloughs of 30 days or less

Section 5

The Employer agrees to conduct an investigation and a personal interview with the employee before proposing an adverse action against that employee except where an investigation is clearly unnecessary to establish the facts (due to supervisor's first hand observation).

Section 6

When an employee is being interviewed as the subject of an investigation, at the start of the interview the employee shall be advised by the investigator of the general nature of the interview. If the employee reasonably expects that disciplinary action may result, the employee may request to be represented by the Union in accordance with 5 U.S.C. Section 7114(a)(2)(B). Disciplinary action will not be taken against an employee solely for asserting his/her rights under 5 U.S.C. 7114(a)(2)(B). In such a case, the agency has three options: (1) grant the request for representation, (2) discontinue the interview, or (3) offer the employee the choice between continuing the interview without representation or having no interview. If the employee waives his/her rights to representation the employee shall do so in writing and shall indicate how he/she was advised by the Employer, if at all.

Section 7

a. When an employee being interviewed in connection with an investigation is represented by a Union representative, the role of that representative includes:

- (1) Advising the employee;
- (2) Clarifying the questions;
- (3) Assisting the employee in providing favorable or extenuating facts; and
- (4) Suggesting other employees who have knowledge of relevant facts.

b. The employer has the right and obligation to hear the employee's own account and the representative cannot answer for the employee.

Section 8

Proposals to suspend, reduce in grade or remove an employee must contain language advising the employee of his/her right to be accompanied or represented, if desired, by a Union or other representative when making an oral or written reply to the deciding official. It is not intended that the making of an oral reply be conducted in the form of a hearing. Prior to the notice of decision, the Employer shall, upon request of the employee, make the case file available for review by the affected employee and/or his/her representative.

Section 9

- a. **SUSPENSIONS FOR 14 DAYS OR LESS.** A notice of proposal shall be delivered to the employee and state the specific reason(s) for the proposed action, and inform the employee of his or her right to review the material which is relied on to support the reasons for action given in the notice. The employee will normally be provided a 14 calendar day reply period, but not less than 24 hours, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.
- b. **REMOVALS, SUSPENSIONS FOR MORE THAN 14 DAYS, REDUCTION IN GRADE OR PAY (For non-probationers).** A notice of proposal to take an adverse action shall be delivered to the employee at least 30 calendar days prior to the effective date of a decision on the matter. Employees will normally be provided a 14 calendar day reply period. However, this advance notice period is not required when (1) the Employer has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension, including indefinite suspension, and/or (2) due to unforeseeable circumstances causing furlough without pay.

Section 10

Many factors are relevant for a Deciding Official's consideration in sustaining an appropriate penalty for misconduct. The following guidelines are provided to assure only that managerial judgment is exercised properly. These guidelines are not intended to limit the employer's right to impose discipline under 5 U.S.C. 7106 (a)(2)(A).

- a. the nature and seriousness of the offense, and its relation to the employee's duties, responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- b. the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- c. the employee's past disciplinary record;
- d. the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- e. the effect of the offense on the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;
- f. consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- g. consistency of the penalty with any applicable table of penalties;

- h. the notoriety of the offense or its impact upon the reputation of the organization;
- i. the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- j. potential for employee's rehabilitation;
- k. mitigating circumstances surrounding the offense such as unusual job tensions, personal problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter, and
- l. the adequacy and effectiveness of alternative sanctions to deter such actions in the future by the employee or others.

ARTICLE 11. FACILITIES AND SERVICES

Section 1

- a. The Employer will make a reasonable amount of space available on appropriate official bulletin boards where notices to employees are customarily posted for posting the Union's notices of meetings, recreational or social affairs, elections, results of elections or other appropriate literature. The Union, in posting material on designated official bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material.
- b. If there is an objection to posted material, it must be brought to the attention of the MEPS' Commander, CHRA-Natick L/MER Specialist, and/or an AFGE representative.
- c. Material may be removed from the Union portion of the official bulletin board only by an AFGE representative, a representative of the CHRA-Natick and/or the MEPS' Commander, if the material is obviously obscene, racial, "classified", or does not comply with Section 2 below.

Section 2

The use of the Employer's facilities by the Union will not be available for posting or distribution of material where supervisors' names are held up to the public contempt or ridicule.

Section 3

A suitable conference room, or private area (to the extent that this is possible in the MEPS), will be made available for Union meetings. The Union will be responsible for housekeeping during and afterwards, and security at such meetings.

Section 4

- a. The Union shall provide the Employer with an address to which all official correspondence will be forwarded (hard copy – regular mail).
- b. The Employer agrees to provide the Union information, electronic or otherwise, regarding preliminary decisions that affect working conditions as early as practicable (generally 14 calendar days, or, 10 workdays) to raise the Union's awareness of the issue.

ARTICLE 12. HOURS OF WORK

Section 1 – Purpose

This Article shall be administered in accordance with Title 5, U.S.C., Chapter 61; Title 5, CFR, Part 610 and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all employees in accordance with applicable law and regulation.

Section 2 – Definitions

Administrative workweek means a period of seven (7) consecutive calendar days beginning on Sunday.

Adverse Agency Impact is the condition for which the Employer may cancel an alternative work schedule, or exclude some positions or employees from any particular alternative work schedule. Adverse agency impact means a reduction of the productivity of the Springfield MEPS, or an increase in the cost of Agency operations (other than a reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).

Alternative work schedule (AWS) means a schedule that allows an employee to alter basic work hours in accomplishing the eighty (80) hours per pay period requirement. An AWS includes compressed work schedules, for bargaining unit employees of the Springfield MEPS.

Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, excused absence, holiday hours, compensatory time off or time off as an award. The basic work requirement is eighty (80) hours per biweekly pay period.

Biweekly pay period means the two-week period for which an employee is scheduled to perform work or otherwise in a leave status.

Compressed work schedule (CWS) means an eighty (80) hour biweekly basic work requirement that is scheduled by the Employer for less than ten (10) workdays.

Tour of duty means the hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.

Section 3 - General Provisions

- a. The basic workweek shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary to temporarily include Saturdays or Sundays as part of the basic workweek for certain employees. This Subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven-day-a-week operations.
- b. Normally, an employee's workweek shall not extend over more than five (5) days of the period Sunday through Saturday. Exceptions may occur when short term mission requirements make it necessary to temporarily include a sixth or seventh work day as part of the basic workweek.

Section 4 - Shift Work

- a. Due to the nature of certain positions, it will be necessary to specify a shift in which the employees will be required to work.
- b. When the accomplishment of the Springfield MEPS' mission requires that there be more than one shift over the course of a day, the Employer will determine which positions are required to be on duty for more than one shift.
- c. Employees will not be scheduled, in advance, to work more than two (2) of the established work shifts (days, evenings, or nights) within any seven (7) consecutive day period. However, unexpected mission needs may require short-term work schedule changes.

Section 5 - Notification of Schedules

Employees will be notified of their work schedules at least seven (7) calendar days in advance of the administrative workweek, except when the Springfield MEPS' Commander determines that MEPS would be seriously handicapped in carrying out its function or that costs would be substantially increased.

Section 6 - Employee Initiated Voluntary Schedule Adjustments

Where mutually agreeable to all employees affected, employees may trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Springfield MEPS and the employees' qualifications. All affected supervisors will be notified of the employees' wishes as soon as possible but no later than twenty-four (24) hours prior to the earlier shift. These trades will be approved unless they interfere with the efficient accomplishment of Springfield MEPS' mission and/or if employee(s) are not deemed qualified.

Section 7 - Meal Periods

- a. Employees shall be granted, on a non-paid basis, a meal period each day, scheduled at or near the mid-point of the shift or tour of duty, of at least thirty (30) minutes. Upon an employee's request and with the supervisor's approval, a meal period of up to one (1) hour may be granted; however, any such approval of an extended lunch period would require extension of the work day to fulfill the basic workday requirement and/or use of leave.
- b. Employees who are directed to work through their lunch periods because of an unforeseen/emergent work situation will receive either the payment of overtime or compensatory time (dependent upon Fair Labor Standards Act - exempt status) as appropriate for the period of time. During such periods employees will be permitted to eat while working.

Section 8 – Breaks

- a. A break of fifteen (15) minutes will be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest period will normally occur in the middle of each four (4) hour work period. Similar rest periods will be provided for employees who work on other than the normal eight (8) hour tour of duty. There will be no charge to leave for such breaks. Employees may leave the work area during a break, but may be subject to timely recall if work requirements dictate.
- b. Supervisors may not extend a scheduled meal period by permitting an employee to take an authorized break (with pay) prior to or immediately following the meal period, since a break is considered part of the employee's compensable basic workday. Breaks will not be granted in conjunction with employee arrivals or departures.
- c. Work ordered and performed in excess of employees' normal work schedules will include paid fifteen (15) minute break periods for every two (2) hours of work.

Section 9 - Time Keeping

Employees will self-certify their arrival and departure times, as well as any other exceptions to the normal work day. In instances of time and attendance issues, and/or a pattern of such issues, supervisors may require employees to report specific arrival and/or departure times.

Section 10 –Compressed Work Schedule (CWS).

- a. The parties recognize that the use of alternative work schedules can improve productivity and morale and provide greater service to the public.
- b. Unless deemed ineligible due to the nature of the position, eligible employees may work a CWS, which is the type of alternative work schedule available to bargaining unit employees of the Springfield MEPS.
- c. A 5/4-9 schedule is a type of CWS in which an employee works eight 9-hour days and one 8-hour day for a total of eighty (80) hours in a biweekly pay period, exclusive of the meal period provided in Section 7 of this Article. Whereas, a 4-10 schedule is a type of CWS in which an employee works ten (10) hours a day, forty (40) hours a week and eighty (80) hours a biweekly pay period, exclusive of the meal period provided in Section 7 of this Article.

Section 11 - Requests for a Compressed Work Schedule (CWS).

- a. Employees may request to change their schedules on a quarterly basis. Employees will have the option prior to the beginning of any calendar quarter (January, April, July, October) to request a CWS. Requests must be submitted no later than two (2) weeks prior to the first workday of that calendar quarter.
- b. When an employee requests a compressed work schedule he/she must indicate which schedule he or she is requesting, which day(s) is (are) requested as the nonworkday(s), and in the case of the 5/4-9 schedule, which day is requested to be the eight-hour day. The employee must also select a starting and stopping time within the arrival and departure time bands. Once these times have been selected and approved, the employee will not be allowed to vary these times until a new request is submitted and approved (at the calendar quarter).

Section 12 - Schedule Denials

If a supervisor denies a request for an established CWS or terminates an individual employee's participation in a CWS, he or she will notify the employee, provide the basis for the denial or termination, and provide an alternate schedule to the employee. Normally a supervisor will only deny an employee's request for or terminate an employee's participation in a CWS if:

- a. the supervisor determines that the employee's participation could negatively impact the work unit's coverage requirements; or
- b. the employee's performance or disciplinary issues warrant denial or termination.

An employee may challenge a supervisor's denial as set forth in Article 23, Grievance Procedure.

Section 13 - Temporary Assignments and AWS Schedules

Employees temporarily assigned to other parts of the organization within the bargaining unit will continue working under their current schedule, including any potential CWS, unless the position to which an employee is assigned is not eligible for CWS.

ARTICLE 13. OVERTIME

Section 1

- a. It is recognized that the Employer has the right, consistent with the provisions of this Article and appropriate regulatory authority, to direct that employees work overtime.
- b. Overtime will be paid in accordance with applicable law and government-wide regulations.
- c. Overtime assignments will be distributed by an appropriate supervisor among employees whose job description normally requires the performance of the work involved in the overtime and who have demonstrated the ability to perform their duties with minimum supervision. Preference shall be given to those employees who are currently assigned to the job. If no currently assigned employees are available, or if the overtime required exceeds the capabilities of the employees currently assigned, consideration will be given to other employees within the Section or equivalent unit or organization level. In such a case, an announcement will be made and all interested individuals will be notified of the job duties and responsibilities. An appropriate supervisor will establish and maintain a list of employees available for overtime. Those employees interested, but not selected for inclusion on the overtime list will be provided with a written explanation, if the employee requests such an explanation. Rotational overtime opportunities will be made known within a reasonable time by the employer to all employees under their supervision and to a Union Official upon request. Employees who do not wish to be considered for voluntary overtime, (when this situation exists), shall indicate their declination in writing. They shall then be removed from overtime rotation. Any employee who feels he/she has been denied overtime assignments shall, upon request, be advised by an appropriate supervisor of the reason(s) thereof.
- d. The Request for Overtime form will be used for all scheduled overtime assignments. Overtime requests, which have been approved, will be available for review in each organization by employees of that organization and the Union. The Employer agrees to maintain and make available accurate and pertinent records of overtime to the Union for resolution of employee complaints, and, if requested by the Union, to post acceptance and declination of overtime offers where necessary to facilitate equitable distribution of overtime work assignments. An employee's declination will not be used as a factor in performance rating or in any way be related to a disciplinary action.

Section 2

Nothing in Section 1 will preclude an organization from permitting employees to request approval of unexpected overtime from the Employer to meet the employee's own work requirement and, if approved, assigning such overtime to the individual employee making the request.

Section 3

The supervisor will, upon an employee's request, relieve said employee from overtime assignments provided a voluntary substitute, who meets the requirements of Section 1, is available for the overtime. If such a substitute is not available, the employee must either work the overtime or present a valid reason for not working the overtime to the supervisor. The supervisor must make a reasonable determination as to the validity. If the overtime is found to be mandatory, the supervisor has the discretion to determine whether it is appropriate to require the employee to work the overtime, or find another qualified employee.

Section 4

In an emergency situation, employees are required to work overtime when requested without advance notice. Emergency, as used in this Article, is defined as a sudden, generally unexpected occurrence or set of circumstances, which would endanger accomplishment of mission or necessary work, or present a hazard to life or property requiring immediate action, by the Employer. When an employee is called in on emergency callback, he/she is guaranteed a minimum of two hours of overtime pay.

Section 5

Any overtime work performed by an employee which extends 4 hours or more beyond a normal 8-hour period worked by the employee will entitle the employee to request a 30 minute lunch period for every 4-hour overtime period worked. Normally, an employee will be permitted a 15 minute rest period midway during an overtime assignment scheduled to extend for 4 hours or more. The supervisor retains the authority to determine when breaks shall be taken.

Section 6

Employees on Temporary Duty (TDY) status may earn overtime pay if the work has prior supervisory approval and meets regulatory requirements for overtime pay.

ARTICLE 14. BOARDS AND COMMITTEES

Boards and Committees Affecting the Springfield MEPS

The Employer agrees to grant the Union membership on any boards and committees that are formed at the Springfield MEPS to evaluate policies, practices, and programs that affect working conditions of bargaining unit members and are within the discretion of the Employer. Membership on a joint Union-Employer evaluation board or committee shall not involve the Union in the Employer's decision making process pursuant to the exercise of management rights under 5 U.S.C. 7106. The Union may either decline to participate or provide a designee.

ARTICLE 15. MEPS' CLOSURE

Section 1

- a. If the MEPS' Commander or his/her designated representative authorizes the closure of the Springfield MEPS for any reason after the workday has begun, employees will be dismissed without charge to leave or loss of pay. This does not apply to employees whose services are still required. Such employees will receive separate notification and instructions.
- b. Employees who opt to request and subsequently leave before the official MEPS' closure time will need to do so via the use of appropriate leave or compensatory time.
- c. Employees who have not come to work will remain in a pre-approved leave status, or be charged Annual Leave (LA), Sick Leave (LS), Leave Without Pay (LWOP), or Absence Without Official Leave (AWOL) as appropriate. They may also elect to use accrued compensatory time, or travel compensatory time.

Section 2

On mornings of adverse weather, MEPS' closure or delayed opening announcement will be made as early as conditions warrant in order to eliminate unnecessary or hazardous travel by employees. If the decision to close is made prior to duty hours and employees are advised that the activity will close for the entire day, all employees are placed on administrative leave with the following exceptions:

- a. Employees on previously approved paid or unpaid leave of any type.
- b. Employees whose services are required.
- c. Employees in a non-pay status on the workdays immediately before and after the day of closure.

Section 3

Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, employees may be granted administrative leave for the duration of the closure, as set forth above. Such situations include but are not limited to such events as heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, severe pollution, massive power failure, terrorist attacks, major fires or serious interruptions to public transportation caused by incidents such as strikes of local transit employees or mass demonstrations.

a. If the emergency conditions described above, as determined by local, state, or federal Government officials, prevent an employee from timely arrival at work, even though the workplace is not closed or delayed arrival period approved, the employee may be granted administrative leave for absence from work for a part or all of the employee's workday. Employees are obligated to contact their supervisors as early as practicable to explain their circumstances and provide an estimated time of arrival at work, or a request to be granted the day off. In addition, the Agency may request documentation that the employee made reasonable efforts to reach work, but was prevented from timely arrival by emergency conditions.

b. Determining whether to grant administrative leave and the duration of the leave, the Agency shall consider the following factors, and shall uniformly apply them to all employees within the area affected by the emergency:

(1) did the situation leading to the closure of the MEPS occur before the start of the workday,

(2) did the situation result in a subsequent closure of the MEPS during the workday,

(3) the occurrence of a delayed opening situation at the MEPS,

(4) the fact that the employee lives in or must commute through the affected area,

(5) the mode of transportation normally used by the employee, and,

(6) efforts by the employee to come to work.

ARTICLE 16. TRAVEL

Section 1

Travel will comply with all current laws, rules, and regulations. When differences surface in the interpretation, relief will be sought through the Comptroller General decision process, not the negotiated grievance procedure. The Employer will make every effort to keep employees informed of changes.

Section 2

Employees will be given as much advance notice as possible for assignments or trainings requiring temporary duty (TDY) travel. Consideration will be given to employee travel related problems, which are brought to the attention of the supervisor. It is further understood and agreed that travel of employees on TDY shall be directed only for those purposes and by those means that are determined by the Employer to be in the best interests of the Government. When such travel is necessary, the desires, convenience and comfort of the employee will be considered consistent with the mission assigned, the intent to minimize travel related costs and the provisions of the laws, rules and regulations.

Section 3

The Employer agrees that travel and the performance of duties in a travel status will normally be scheduled during normal business hours. If travel is required beyond normal business hours, employees will be compensated to the extent provided by applicable laws and regulations governing overtime. Compensatory time for travel will be credited consistent with DoD policy. Supervisors who approve travel may require employees to estimate and receive advance approval for expected compensatory time off for travel in advance of such travel.

Section 4

As provided for in the laws, rules and regulations, an employee incapacitated by illness or injury or informed of an emergency situation necessitating discontinuance or interruption of the temporary duty travel assignment may be allowed transportation expenses and per diem for return to the official duty station or home. Prior to interruption of travel and return, the employee should attempt to contact the travel approving official. In the event that such contact cannot be made on a timely basis, payments may be approved after the travel has been performed.

ARTICLE 17. ANNUAL LEAVE

Section 1

Employees shall earn annual leave in accordance with applicable laws and regulations. Annual leave may be charged in one-quarter hour increments.

Section 2

The Employer retains the right to approve/disprove or reschedule annual leave based on workload requirements. Annual leave which is requested in advance will normally be approved. Normally, the employee will submit his/her annual leave requests at least 14 calendar days in advance in order to provide adequate time to plan for mission coverage.

Section 3

- a. Employees are encouraged to take two weeks annual leave for vacation purposes each year, providing the employee's accrual leave rate and workload within the organization permits. Normally, the employee will submit his/her scheduled leave request (to their immediate supervisor) during the first thirty (30) calendar days of the leave year. Once an employee's vacation time has been scheduled, the employee will normally be permitted to change their selection only if workload permits and no other employee's choice is disturbed or if another employee agrees to trade approved leave periods.
- b. Employees will not normally be required to forego their previously scheduled leave except when emergency conditions or completion of mission important workload dictates. When such situations arise the employee will be allowed to continue their scheduled leave as soon as the necessary mission work has been completed. If the situation is such that the entire leave must be canceled, upon request, the employee will be given a written statement as to why their leave was canceled and be given priority consideration for available dates.
- c. Management will make a maximum effort to avoid canceling leave where financial loss to the employee is involved. When the Employer knows of a need for maximum attendance, employees will be notified promptly.
- d. If there is a conflict in scheduling leave or when there is a mission need to cancel already approved leave which cannot be resolved by the individuals involved, the following priority list will be used:

Priority 1 – Two (2) weeks annual leave as stated in a above:

- (1) Employees who did not have that time scheduled for that period, during the previous calendar year;
- (2) Springfield MEPS' Start Date.

Priority 2 – Two (2) weeks annual leave as stated in a above:

- (1) Employees who have already incurred a substantial financial expenditure for use of that time period (after the time has already been scheduled);
- (2) Documentable employee hardship;
- (3) Date of request;
- (4) Employees who have use or lose leave; and,
- (5) Springfield MEPS' Start Date.

Section 4

- a. Where legitimate unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee, but will normally be granted. In an appropriate situation, confirmatory documentation may be required by an involved supervisor.
- b. Except where circumstances beyond the control of the employee do not permit, the employee must contact his supervisor or designated supervisory alternate, either personally or by phone, as soon as possible, but not later than two hours after the beginning of the regular work shift. When another person contacts the supervisor on the employee's behalf, it remains the responsibility of the employee to be aware of the supervisor's approval/disapproval of the requested leave.

Section 5

It is the responsibility of the employee to assure that he/she does not forfeit annual leave due to regulatory use or lose provisions. However, MEPS' supervisors will assist/work with their employees in scheduling and rescheduling leave to avoid its loss. It should not be assumed that work schedules will permit the use of use/lose leave at the end of the year when many other people are attempting to use theirs. Proper planning and mission requirements may supersede taking use or lose annual leave at such times.

Section 6

The employee will not be required to take annual leave for attendance of work related official functions.

Section 7

Consistent with pertinent guidelines, an employee injured in the performance of their duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within their prescribed hours of work for that day.

ARTICLE 18. SICK LEAVE

Section 1

Sick leave, if available, shall be granted to employees when they are incapacitated from the performance of their duties by physical or mental illness, injury, pregnancy or childbirth or when a member of the immediate family of the employee is inflicted with a contagious disease and requires attendance of the employee, or when, through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others. Requests for unplanned emergency sick leave must be a result of circumstances the employee could not have reasonably planned for in advance. An employee may use sick leave for:

- (1) Personal medical needs;
- (2) Care of a family member;
- (3) Care of a family member with a serious health condition; or,
- (4) Adoption related purposes.

Section 2

Requests for sick leave for the purposes of a medical, dental or optical appointment, examination or treatment, under this Article, shall normally be made in advance and time granted normally shall not exceed that required for travel, examination, and treatment. Employees will be expected to return to work upon the completion of such appointment, provided they are physically able and can report for as much as two hours; or annual leave may be granted at the discretion of the supervisor upon request from the employee for the remainder of the day, when it is not appropriate for charge to sick leave.

Section 3

a. An employee who is prevented from reporting to their scheduled tour of duty because of an incapacitating illness or injury shall furnish notice to an appropriate official designated by the Employer, by telephone or other means, within two hours after the beginning of the employee's normal work shift. The employee is responsible for making every reasonable effort to ensure that notification is made to their supervisor, or designated alternate as appropriate. The Employer shall inform employees of the names and telephone numbers of the appropriate officials to report/contact. When reporting, the employee shall furnish the reasons for absence, and the estimated duration of absence. When the employee knows in advance that he/she will be absent beyond the original estimated time, he/she will report this to the appropriate management official not later than the last day of the originally reported absence, indicating the reasons for the continuing absence and when he/she expects to return to

work. Notification for each day of absence due to illness will be made to the appropriate official unless medical documentation has been presented in advance to cover the entire absence. Such notification will not in itself be justification for approval or disapproval of sick leave.

b. If the absence exceeds three (3) workdays, employees will normally be required to provide a signed statement from a physician or appropriate licensed medical practitioner indicating that they were incapacitated for duty during the entire period of absence, upon returning to duty. This requirement for a physician's statement may be waived where a chronic condition has been previously documented.

Section 4

a. It is agreed and understood that the Employer has the right, in accordance with 5 CFR 630.405, to require that an employee furnish a medical certificate for an absence of any duration. If the employer suspects sick leave abuse and knows in advance that it will require medical documentation from an employee for each and every absence, the Employer can choose to present the employee with a written "Letter of Requirement" or "Notice of Leave Restriction" which will impose that requirement for future absences for a definitive amount of time. Such notices may remain in effect for up to 1 year from the date of issuance, unless subsequently renewed for proper cause.

b. The "Letter of Requirement" will not be filed in the employee's official personnel file. The Employer will review the need for this requirement on at least an annual basis. This does not preclude the Employer from taking disciplinary action in any situation where evidence exists that an employee has abused his/her sick leave. If a supervisor has evidence that a request for sick leave was improper, the request may be denied after the fact. When the request for sick leave is denied and the employee is not approved to be absent in some other leave category, the employee will be placed in an AWOL status.

Section 5

a. Sick leave can be used for family care or bereavement purposes. Employees may use sick leave up to a total of 104 hours (13 workdays) each leave year (in the case of part-time employees with uncommon tours of duty, the number of hours of sick leave normally accrued during the leave year) for the following:

(1) provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

(2) attend to a family member receiving medical, dental, or optical examination or treatment;

(3) provide care for a family member who would, as determined by the health authorities having jurisdiction or a health care provider, jeopardize the health of

others by that family member's presence in the community because of exposure to a communicable disease; or,

(3) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

b. This Act includes the broader definition of "family member". A family member is defined for these purposes as spouse, and parents thereof; children, including adopted children, and spouses thereof; parents, and spouses thereof; brothers and sisters, and spouses thereof; grandparents and grandchildren, and spouses thereof; domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and, any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Additional "family members" may be included in the future based on Office of Personnel Management's determination and do not require re-negotiation of this family definition.

Section 6

Most Federal employees may use a total of up to 12 administrative workweeks of sick leave each leave year to care for a family member with a "serious health condition" as defined in the CFR. If an employee previously has used any portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes. An employee is entitled to a total of 12 weeks of sick leave each year for all family care purposes.

Section 7

a. Under the Family and Medical Leave Act of 1993 (FMLA), upon fulfilling 12 months of service, most Federal employees are also entitled to a total of up to 12 workweeks 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.

(5) any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of impending call or order to covered active duty) in the Armed Forces.

b. The FMLA defines "family member" as a spouse, child (including adopted children), and parents of the employee. This does not include parents in-law.

c. 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 the Office of Personnel Management's regulations for using annual and sick leave, for any unpaid leave under the FMLA. (The amount of sick leave that may be used to care for a family member is limited.)

d. Upon an employee's return from FMLA leave, the employee will be returned to the same position or to an "equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment."

e. An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay their share of the premiums on a current basis or pay upon return to work.

f. An employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable.

g. An employee may not retroactively invoke his or her entitlement to family and medical leave. However, if an employee and his or her personal representative are physically or mentally incapable of invoking the employee's entitlement to FMLA leave during the entire period in which the employee is absent from work for an FMLA-qualifying purpose, the employee may retroactively invoke his or her entitlement to FMLA leave within 2 workdays after returning to work. In such cases, the incapacity of the employee must be documented by a written medical certification from a health care provider. In addition, the employee must provide documentation acceptable to the agency explaining the inability of his or her personal representative to contact the agency and invoke the employee's entitlement to FMLA leave during the entire period in which the employee was absent from work for an FMLA-qualifying purpose.

h. An employee may take only the amount of family and medical leave that is necessary to manage the original medical circumstances that prompted the need for leave.

i. Management may request 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.

Section 8

If any of the applicable laws and/or regulations referenced in this Article are changed during the course of this Agreement, the most current governing reference will supersede the information presented in this Article.

ARTICLE 19. PERFORMANCE APPRAISAL

Section 1

Employees under the direction of the same first line supervisor will be furnished, upon request, with the objectives of other employees of the same title, series and grade in that group. Performance plans and counseling sessions will, to the extent possible, permit the accurate evaluation of job performance on the basis of objective criteria.

Section 2

Performance discussions will take place at the start and midpoint of the standard rating period. These discussions will be held more often if needed to provide supervisors with data to assess work performance and to provide the employee with specific guidance. If rated below "Level 3 – Fully Successful", action will be taken to assist the employee to improve his/her performance. Normally, an employee will not be rated at lower than "Level 3 – Fully Successful" if no corrective employee counseling has taken place prior to the assigned rating. Such assistance may include but is not limited to formal training, on-the-job training, mentoring, counseling, and closer supervision. When a supervisor determines that performance is unacceptable, periodic counseling will take place with the employee an average of at least once a month until an acceptable level of performance is achieved or an action is proposed based on unacceptable performance.

Section 3

The Employer shall normally have a performance plan in place within 30 days of the start of the rating period. Employees on details expected to last 90 days or longer will have a performance plan established for that detail. An employee who does not have a performance plan in place on a timely basis has an obligation to bring this fact to the attention of his/her supervisory chain.

Section 4

Employees will participate actively in the establishment and/or modification of their performance plans. The performance plan shall contain objectives that by definition are major goals consisting of one or more duties and responsibilities that contribute toward accomplishing organizational goals. These objectives shall be of such significance that failure to make satisfactory progress or complete the objective could result in the employee being removed from the position. Objectives will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question. Employees are encouraged to request clarification of any objective that is unclear and to propose clarifying language. If there is serious disagreement between the employee and the immediate supervisor over the contents of performance objectives, every effort will be made to resolve the conflict. The employee is encouraged to initial and date the civilian performance plan. The employee's initials indicate that the supervisor has discussed the plan with the employee but does not

mean that the employee agrees to its contents. If the employee declines to initial the plan, the supervisor will so annotate and the plan will go into effect as of the date it was signed by the Senior Rater or Higher Level Reviewer, as appropriate.

Section 5

When an absence of work or resources beyond the control of the employee makes a certain objective unattainable, it shall not negatively impact the employee's performance rating.

Section 6

Misconduct shall be addressed through the procedures contained in Discipline and Adverse Action (Article 10) and applicable laws, rules and regulations. Incidents of misconduct unrelated to performance objectives shall not be used to lower performance ratings.

Section 7

If an employee believes that the performance plan has become inappropriate for the position, the employee may propose revisions and request a review at any time.

Section 8

An employee's performance will be reviewed annually and/or for periods of temporary promotions, details, and situations where the employee moves to another position during the rating period provided that the employee has been under an approved performance plan for at least 90 days.

Section 9

Upon receipt of the plan, an employee shall request clarification of any terms or wording that is unclear to the employee. The supervisor will clarify such terms or wording. If discussion with the supervisor does not clarify the terms or wording in question, the employee may request clarification, in writing, of specific terms or wording. The supervisor will provide written clarification.

Section 10

Supervisors retain responsibility for performance evaluation. When employees are assigned to work on a team, the employee's team assignment and how it relates to his/her performance plan shall be explained not later than 30 days after assignment. The methods and procedures that the team leader will use to report the employee's performance will be discussed. Employees share the responsibility to initiate this discussion within 30 days.

ARTICLE 20. PROMOTIONS AND DETAILS

Section 1

When a bargaining unit member is selected for another position within the unit, the CHRA-Natick will make the offer and establish the effective date in coordination with the MEPS' gaining section and losing section. If the action is a promotion or is to a position with established promotion potential, it will be effective the beginning of the second pay period following notification of the losing activity. By mutual agreement, the gaining and losing sections may negotiate the selectee's work assignments for up to 30 days, but this will not alter the effective date of the action.

Section 2

The employer will make good faith efforts to conclude recruitment actions within 90 calendar days of the closing dates of vacancy announcements, and to provide bargaining unit applicants with the status of actions.

Section 3

a. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his/her original position at the end of the detail. There is no formal position change; officially the employee continues to hold the position from which detailed and keeps the same status and pay. The employer may detail civilian employees in order to meet temporary needs when necessary services cannot be provided by other means.

b. Documentation is not necessary for a detail that is identical to or of the same grade, series, and basic duties as the employee's current position. All other details over 30 days are to be documented by a Request for Personnel Action (RPA). The RPA will be printed and filed in employee's eOPF. The supervisor will print the RPA and provide a copy of the duties to the detailed employee when requested.

c. If an employee is placed in a detail for which documentation is not necessary, the employee may propose language that recognizes significant accomplishments. The supervisor and employee will seek agreement on language that is to be signed by the supervisor. This is intended to document accomplishments that are not otherwise captured in the eOPF. The burden is on the employee to retain this documentation.

Section 4

- a. Each employee covered by this agreement will be provided a position description (PD) that reflects the duties and responsibilities assigned to the position. When it becomes necessary to assign different duties and/or responsibilities of a recurring nature, the position description may be amended to reflect such duties. When amending of the position description is complete, the employee will be provided with a copy.

- b. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor. The employee will provide an explanation of his/her concerns. If review by the supervisor does not resolve the employee's concerns regarding accuracy, the matter may be pursued through the negotiated grievance procedure at the appropriate step. If the PD is found to be accurate after the review, the employee may file a classification appeal in accordance with the applicable regulations.

ARTICLE 21. TRAINING AND DEVELOPMENT

Section 1

The Employer will provide training to employees as needed, and as funding permits, to improve and enhance job related knowledge, skills and abilities. Both the Employer and the Union recognize that training can significantly benefit employee morale and productivity. The term "training" is defined as the process of providing for and making available to an employee, and placing or enrolling such employee in a planned, prepared, and coordinated program, course, or curriculum, which are or will be directly related to the performance by such employee of official duties for the Government, in order to increase the knowledge, proficiency, ability, skill, and qualifications of such employee in the performance of official duties.

Section 2

Subject to the availability of funds, the Employer will plan and provide for training and development of employees as required to accomplish the mission. The choice of subject matter, areas for training, selection and assignment of training priorities, and the selection of employees to be trained is a function of the Employer.

Section 3

The Employer is responsible for:

- (1) Assessing the current and future training needs of employees;
- (2) In conjunction with employee input, identifying and documenting training and development needs of employees during performance evaluation; and,
- (3) Counseling employees regarding self-development activities that would contribute to their performance or career development.

Section 4

The Employer agrees to extend consideration to the reimbursement of expenses incurred by an employee in attendance at job-related courses on his own time. Such consideration will be subject to the availability of funds and the priorities of training needs. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

Section 5

Employees are expected to take positive steps to maintain and update their knowledge and skills to prevent or minimize the effects of job obsolescence. Consistent with workload and funding priorities, employees, given supervisory approval, are encouraged to take advantage of educational opportunities available at the Springfield MEPS.

ARTICLE 22. HEALTH, SAFETY AND INDUSTRIAL HYGIENE

Section 1

It is agreed that a work environment of safety and health is conducive to high morale and maximum efficiency. Therefore, the Employer will continue to make every reasonable effort to provide and maintain safe working conditions and to comply with applicable Federal laws and regulations relating to the safety and health of employees.

Section 2

The Union agrees to support the safety program through encouragement to all employees to contentiously abide by established safety rules, regulations, directives, etc., to report job-connected injuries or illnesses to their supervisor immediately, and to complete all forms required by applicable regulations.

Section 3

Employees are expected to be alert to unsafe practices, equipment and conditions in all areas which represent safety and health hazards, and will report them to their supervisors for the purpose of making such conditions or procedures safe, and will be responsible for reporting accidents in which they are involved or which they witness.

Section 4

a. The Employer agrees to assure prompt response to employee reports of unsafe or unhealthy working conditions. Any employee or Union representative who believes that an unsafe or unhealthy working condition exists in any work-place where such employee is employed, is encouraged to report the unsafe condition to his supervisor and shall have the right to make the report of the unsafe or unhealthy working condition to the Installation Safety Officer and/or Occupational Health Administration and request an inspection of such workplace for this purpose.

b. No employee shall be subject to restraint, coercion, discrimination, or reprisal for reporting or filing a complaint of unhealthy or unsafe working conditions.

Section 5

In accordance with pertinent law and regulation, the Employer will pursue accommodations as may be necessary to provide a safe and healthy work environment for physically disadvantaged employees. These actions may include the installation of guard rails, wheelchair ramps, reserved parking spaces, etc.

Section 6

- a. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to a medical facility for treatment. The supervisor shall provide the employee with Forms CA-1 and CA-16 for traumatic injuries, or Form CA-2 for occupational diseases.
- b. The Employer agrees to assist employees in filing the appropriate forms and documentation regarding the illness or injury with the Office of Workers' Compensation Programs (OWCP). Such assistance will include an explanation of the benefits and options available under the Federal Employees Compensation Act and submission of the forms to the CHRA at Natick. OWCP technical information and guidance will also be provided by the Springfield MEPS' CHRA at Natick upon contacting them for assistance.

Section 7

Management will provide Health and Safety Training to employees, as appropriate.

Section 8

The Employer will make every effort to ensure that employees are not exposed to any hazardous situations while performing their duties. In accordance with Title 5, U.S.C., Section 5343(c)(4), employees will be eligible for environmental differential pay when exposed to a working condition or hazard that falls within one of the categories approved by the Office of Personnel Management. Payment will only be made when the level of exposure exceeds the standard set by the Occupational Safety and Health Administration and/or the American Conference of Government Industrial Hygienists, whichever is the lowest exposure level. These criteria apply to all workplace hazards.

Section 9

In recognition of the fact that humans do not work well in extreme environmental conditions, that productivity suffers in such circumstances, that even otherwise sufferable conditions will be counterproductive when they become sufficiently intrusive to interfere with proper concentration and that such conditions cause both primary and secondary health and safety hazards, the Employer will provide reasonable temperate working conditions whenever and wherever possible. If the temperature in a work area becomes unreasonably hot or cold, the Employer shall take action to remedy the situation. Such remedial action may be in the form of increasing the flow of heat, activating air-conditioning equipment and/or increasing ventilation. If these measures do not result in temperate conditions, the Employer will consider either moving affected employee(s) to a more temperate area or releasing employee(s) from duty.

Section 10

The Employer agrees to give the Union timely notification of any proposed change in existing safety and health policies, standards, or regulations that may affect the bargaining unit. The Union shall have the right to appropriately bargain over any changes before they are put into effect, absent an emergency, or, overriding exigency situation occurring.

ARTICLE 23. GRIEVANCE PROCEDURE

Section 1

- a. The Employer and the Union desire that all employees be treated fairly and equitably and both parties will use their best efforts to resolve grievances at the lowest possible level.
- b. Since dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the Employer. In the processing of a grievance, the employee and the Union representative(s) will be unimpeded and free from restraint, coercion, discrimination and any later reprisals for the initiation of such grievance.
- c. Definition: Grievance means any complaint:
 - (1) By any employee of the bargaining unit concerning any matter relating to his/her employment;
 - (2) By the Union concerning any matter relating to employment of bargaining unit members;
 - (3) By any employee, the Union or the Employer concerning:
 - (a) The effect or interpretation, or a claim of breach of this Agreement; or
 - (b) Any claimed violation, misinterpretation or misapplication of any law, rule, policy, or regulation affecting conditions of employment
- d. Exclusions. This Article shall not govern a grievance concerning:
 - (1) Any claimed violation relating to prohibited political activities;
 - (2) Retirement, life insurance, or health insurance;
 - (3) A suspension or removal in the interest of national security under 5 U.S.C. Section 7532;
 - (4) Any examination, certification, or appointment;
 - (5) The classification of any position that does not result in the reduction in grade or pay of an employee;
 - (6) Separation/termination of probationary/trial employees;

- (7) Non-selection from a properly constituted referral list;
- (8) Withholding of a within-grade increase, (WGI), if otherwise appealable to the MSPB;
- (9) RIF actions otherwise appealable to the MSPB;
- (10) Notice of a proposed disciplinary/adverse action;
- (11) EEO Complaints (see Article 8, Office of Equal Employment Opportunity) or;
- (12) Failure to receive an award for a suggestion or non-adoption of that suggestion.

Section 2

- a. An employee or group of employees, if they do so desire, may present a grievance on matters pertinent to the interpretation or application of this Agreement. In such situations one employee's case will be selected and used in the process. If an acceptable response is achieved it will be used to resolve all identical pending cases. A spokesperson to represent the group in grievance meetings with MEPS' management must be selected.
- b. They must, however, use the negotiated grievance procedure as outlined in Section 3 and a representative of the Union will be entitled to be present at all formal meetings between parties, commencing with Step 2. If the employees elect to be represented, they must be represented by a Union official, or one approved by, the Union. Employees who elect to be represented in processing a grievance must designate that person in writing. The adjustment of the dispute cannot be inconsistent with the terms of the agreement.
- c. Employees and/or their representatives are encouraged to informally discuss issues of concern to them with their supervisor at any time. Employees and/or their representatives may request to talk to other appropriate officials about items of concern without filing a formal grievance if they choose.

Section 3

The following steps comprise the negotiated grievance process. The employee has the right to an impartial review at each step of the grievance process.

Step 1 – Informal Procedure

- a. Employees and/or their representative are encouraged to discuss issues of concern informally with their supervisors, in an attempt to settle the matter. However, to officially invoke Step 1, a grievance must be filed with the involved supervisor within 15 workdays following the occurrence of the event giving rise to the grievance.
- b. A Union representative may attend informal resolution meetings, if requested by the employee, and may attend on their own volition if a resolution is offered by management. The supervisor will provide an oral or written response to the attendees of the first meeting within five working days of the date of the initial discussion with the employee(s) regarding the grievance, based on how the grievance was filed. Failure on the part of management to observe the specified time limits shall entitle the employee, or Union, to advance the grievance to the next Step.

Step 2 – Formal Procedure

- a. If the employee is not satisfied with the Step 1 decision, he/she may proceed to Step 2 by reducing the grievance to writing and submitting it to the next level supervisor (or to the operating official level who has jurisdiction over the subject matter of the grievance) within 10 workdays of the decision rendered under Step 1. The grievance must set forth the provisions of the contract in question, the details of the grievance, and the remedial action being sought. A meeting, by the most cost effective and practicable means, between the employee and/or representative and Deciding Official will be scheduled within 5 workdays after receipt of the written grievance, if requested by the Union and/or management. Within 10 workdays of receipt of the Step 2 grievance or the conclusion of the meeting, whichever is later, the employee and/or the Union (as appropriate) will be notified in writing of the decision on the grievance.
- b. If the Union presents a Step 2 grievance without the employee present, management is not required to hear the grievance unless the Union presents an authorization and consent form signed by the grievant agreeing to the release of information relevant to the grievance to the Union by any Agency official, including information that would otherwise be protected from release by the Privacy Act.

Step 3 – Formal Procedure

- a. If the decision on the grievance under Step 2 is not satisfactory, the employee may proceed to Step 3 and submit, in writing, the entire grievance file to the Springfield MEPS' Commander. The Commander has Step 3 decision authority. The Step 3 submission may include a rebuttal to the Step 2 decision. The employee must submit this within 10 working days after receipt of the decision in Step 2. A meeting, by the most cost effective and practicable means, between the employee and/or representative and Deciding Official will be scheduled within 5 workdays after receipt of the written grievance, if requested by the Union and/or management. A written decision will be rendered within 15 workdays from management's receipt of the Step 3 grievance or the conclusion of the meeting, whichever is later.
- b. Grievances based on policies/activities of the MEPS' Commander will be initiated at the Step 3 level within 10 working days of the matter arising as an issue to an employee and/or the Union.

Section 4

- a. If the Commander's decision on Step 3 of the grievance is not satisfactory, then the Union, at its election, may file for arbitration. Any request for arbitration must be filed within 10 working days of receipt of the Step 3 decision. The employee may not proceed to arbitration on his/her own.
- b. In order to preserve due process to the extent possible, some grievances may be appropriately filed at a higher Step in the grievance procedure based on who the management action/decision party involved was. Except, in the case of the MEPS Commander who will serve as the highest MEPS management official in this grievance process.

Section 5

If the decision under Steps 1 or 2 above is not given within the established time limit or mutually agreed extension, the grievant may proceed to the next step. Similarly, if the decision under Step 3 is not given within the established time limit or mutually agreed extension, the Union may elect to proceed to arbitration. Whenever the grievant (or representative) fails to proceed to the next step within the established time limit or mutually agreed extension, the grievance is cancelled. The parties may extend any and all time limits in this Article by written mutual agreement.

Section 6

- a. Upon the filing of a grievance, the representative may be entitled to review documentation, allowable by law, considered by the agency in support of the grieved action. The Employer shall provide a response to any such request as soon as possible.
- b. Supervisors, consistent with mission requirements, will grant reasonable amounts of time to the grievant without charge to leave or loss of pay for obtaining information or assistance on a grievance and for preparation of the grievance case. The employee is required to request permission from the supervisor to leave the work site, identify the purpose of the request, estimate the approximate time that he/she will be gone, and advise the supervisor upon return to the work site. If the employee is required to remain on the job, the supervisor will state the reason in writing the same working day, if requested by the employee or representative, and furnish a copy to the CHRA-Natick L/MER Specialist and the union official in charge. The supervisor involved will subsequently provide the employee and his/her union representative with information as to when the time may be made available.

Section 7

If an employee is separated by any action before final resolution of the grievance, the grievance will be terminated, except when a compensation issue is involved. All interested parties will be so informed by the CHRA at Natick and a copy of the memorandum stating that the employment of the grievant has been terminated and the reason will be appended to the case record.

Section 8

If the Employer and the Union disagree concerning the interpretation or application of any provision of the contract, the procedure set forth in this section will be followed. The CHRA-Natick L/MER Specialist and the Commander (or their designees) will act for the Employer, and two representatives designated by the Union. These representatives will attempt to resolve the dispute. If the parties mutually agree that the dispute cannot be resolved, either party may within 10 workdays invoke arbitration, or, the procedures in Article 25 – Negotiation Impasses, as appropriate.

Section 9

- a. An “institutional grievance” filed by the Union, or the Employer, must be filed within 15 workdays of the circumstances giving rise to the grievance. This procedure will not be used for grievances involving personal relief for individual employees.

b. Such a grievance filed by the Union will be filed with the Springfield MEPS' Commander. A grievance filed by the Employer will be filed with an appropriate AFGE Union representative. Upon receipt of such a grievance, the Union and the MEPS' Commander will meet within 10 workdays to attempt resolution of the issue(s) involved. If the meeting fails to produce a mutually satisfactory agreement, the party against whom the grievance has been filed will render a written decision to the aggrieved party within 15 workdays after the conclusion of the meeting.

c. If the response is not satisfactory, either the Union or the Employer may subsequently request arbitration on the matter not later than 10 workdays following receipt of the written decision on the institutional grievance, referenced in (b). Failure to adhere to this timeframe, absent mutual consent, will result in the cancellation of the arbitration request.

Section 10

If an employee revokes their authorization and consent to have the Union represent the employee, the Union agrees to notify management promptly of the employee's decision. Although the employee's revocation of the Union representation no longer entitles the Union to copies of the grievances and subsequent decisions after revocation, the Union will be invited to formal discussions conducted regarding the grievance. Should the Union desire copies of the grievances or decisions regarding employees who do not desire to have representation, the Union must formally request the information, as permitted by 5 U.S.C. 7114(b)(4). Information released as a result of an appropriate Union's request for information will be sanitized, as necessary, to expunge information otherwise protected from release by the Privacy Act.

ARTICLE 24. ARBITRATION OF GRIEVANCES

Section 1

The Employer or the Union may request the services of an arbitrator through the Federal Mediation and Conciliation Service. All expenses incurred in the arbitration process shall be borne equally by the Union and the Employer except that the fee for requesting a list of arbitrators will be borne by the party requesting arbitration. A list of seven arbitrators will be requested. Within 15 working days of receiving the list of arbitrators, the party requesting arbitration will arrange for a meeting at which the Union and the Employer will alternate eliminating arbitrators from the list. The decision regarding which party makes the first elimination will be the result of a coin toss. The one name remaining will be the arbitrator selected. Failure of the party requesting arbitration to meet the above time frame, absent mutual agreement to extend it, will cancel the arbitration. Failure of the requesting party to notify the Federal Mediation and Conciliation Service of the arbitrator selected within 30 calendar days from the date of the selection results in cancellation of the action.

Section 2

- a. Questions of grievability/arbitability will be part of the “threshold issues” for the arbitrator to consider in providing a response.
- b. Arbitration proceedings will be held in a quiet and private area at the Springfield MEPS during normal duty working hours. The employee grievant, grievant MEPS’ Union Representative, and employee witnesses (if any), will normally be excused from duty to take part in the hearing. Work schedules will be changed as necessary, and to the extent possible; however, no overtime for MEPS employees taking part in the grievance will be authorized.
- c. An arbitrator will have authority to interpret the terms of this agreement but shall not modify or add to them in any way.
- d. The findings and recommendations of the arbitrator shall be binding on the parties affected. However, either party may file exceptions to an arbitrator's award with FLRA under regulations prescribed by the Authority.

Section 3

The arbitrator's fees and expenses shall be borne equally by the Employer and the Union except that the Employer's share of the per diem costs of the arbitrator's expenses shall not exceed that authorized by applicable travel regulations. In the event hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. A service desired by only one party will be obtained solely at the expense of the requesting party.

ARTICLE 25. NEGOTIATION IMPASSES

Section 1

In the event of a negotiation deadlock between the Employer and the Union on a negotiable issue, and despite diligent efforts on the part of both parties to reach agreement, the assistance of the Federal Mediation and Conciliation Service may, by mutual agreement of the parties, be requested if management still desires to make the negotiable changes they proposed. If mediation is entered into, it shall be considered the primary means of resolving negotiation impasses and both parties are expected to participate in the mediation process in such a way as to make it work.

Section 2

If negotiation impasse remains unresolved despite the efforts of the Federal Mediation and Conciliation Service, the issues involved will be referred to the Federal Service Impasses Panel (FSIP, also referred to as the "Panel") by the Union or by the Employer, or by both, in accordance with Panel Policies.

Section 3

If, after thirty (30) calendar days from the date negotiations commence on a particular matter an agreement has not been reached on negotiable impact and implementation bargaining proposals, the Union agrees that the Employer's last offer may be implemented. The Employer agrees to continue any remaining, and appropriate, negotiations in good faith.

Section 4

Arbitration or third-party fact-finding with recommendations shall not be used by the Employer or Union in attempting to resolve negotiation impasses except when specifically authorized or directed to do so by the FSIP.

Section 5

The Employer and the Union agree that implementation of unresolved negotiable proposed changes in personnel policies, practices and working conditions will not take place during good faith bargaining, during impasse if either party has invoked impasse resolution procedures, or pending the decision of a negotiability appeal unless;

- a. The Employer and the Union have reached agreement;
- b. Invocation of the FSIP process is untimely and implementation of the proposed changes is consistent with the necessary functioning of the Springfield MEPS' mission or is required to correct an illegal practice;

- c. The Union has waived its bargaining rights; or,
- d. In the event of an emergent situation, occurring during impasse proceedings.

All agreed changes shall be clearly stated in writing and shall require the signature of both parties' chief negotiators.

Section 6

The Employer and the Union agree that alleged violations of the above sections of this Article shall only be resolved through the ULP process before the FLRA and shall not be subject to the negotiated grievance procedure.

ARTICLE 26. EMPLOYEE MORALE

Section 1

Whenever appropriate, the Employer will vigorously advocate on behalf of the employees in order to provide parking places as near to their work area as is practicable.

Section 2

The Employer and the Union agree that as soon as practicable after receipt of notification, they shall advise each other of serious illness, injury, or death of a bargaining unit employee impacting on on-going Union Management Relations.

Section 3

The Employer and the Union agree that the Incentive Awards Program is a vital mechanism for encouraging, recognizing and rewarding employee performance above and beyond what job functions normally require.

Section 4

The Employer will make every reasonable effort to maintain adequate and up-to-date rest rooms, viable drinking water and sanitary wash water facilities, ventilation, heating, and cooling of buildings affecting employees' health, welfare, and morale.

Section 5

An employee may ask to withdraw his/her resignation or request for retirement at any time before it becomes effective. The Employer may decline such request in accordance with the provisions of 5 CFR 715.202.

Section 6

To the extent consistent with applicable laws and regulations and contingent on availability of resources, the Employer agrees that transportation will be provided to an employee requesting same in an emergency situation.

Section 7

The Employer and the Union affirm joint cooperation in keeping the personal appearance of our employees at a level that will reflect favorably on both our mission and professionalism.

ARTICLE 27. DRESS, APPEARANCE, AND HYGIENE STANDARDS

Section 1

Employees should dress and groom themselves in ways that promote professionalism at the worksite in accordance with the standards set by MECOM Policy Memorandum 6-22, "Dress, Appearance and Hygiene Standards," dated September 25, 2013, with the following exceptions:

APPROPRIATE: Dress shirts; collared sport/pool shirts; blouses/knit tops; pants/slacks; dressy crop/capri pants color; denim pants in dark or neutral colors; dresses; skirts/culottes; suits; sweaters; sport coat/blazers/dress jackets; ties/dress scarves; dress shoes/boots/sandals; athletic shoes

INAPPROPRIATE: Tops which do not cover the shoulders and midriff; t-shirts with graphics, cartoons or slogans; sweatshirts; sweatpants, overalls, shorts, track/athletic apparel; see through clothing; skin tight clothing (e.g., spandex pants; bike shorts); beach shoes/flip flops; athletic headbands; hats and head coverings (unless required for religious or medical purposes).

Section 2

a. There may be occasions, such as training days, organization days, office clean up days, or periods of harsh or inclement weather conditions (including lack of adequate heat or air conditioning inside the work facility) when "dressing down" is appropriate. Commanders, directors, and special staff officers may relax the dress policy for personnel on these occasions.

b. A commander, director, or special staff officer may, from time to time, designate other days as dress down days or authorize wearing a specific clothing (e.g. sports jerseys or Hawaiian shirts) in the interests of staff morale.

c. Nothing in this policy is intended to interfere with approved medical accommodations or bona fide religious practices. Personnel who require an exception to this policy for medical or religious reasons should contact their supervisor.

Section 3

Employees who may have need for corrective action, such as pertaining to hygiene standards, will be spoken to personally and privately by the supervisor and may be granted administrative leave in order to correct the problem at that time.

Section 4

Employees who have medical problem(s) that would cause them difficulty with abiding by some of the terms of the policy will be given every opportunity to consult with their supervisor(s) confidentially to discuss and document their medical problem(s) and will be given appropriate accommodation if needed.

ARTICLE 28. DURATION OF AGREEMENT

Section 1

This Agreement is subject to approval by the DoD for regulatory and statutory compliance only, and will become effective upon approval or the 31st day following the parties signing the agreement, pending no disapproval. However, if the Agreement is disapproved, the effective date of the Agreement will be deferred until all issues disapproved are resolved and the DoD gives approval of the Agreement.

Section 2

The Agreement shall officially remain in force for four years following the effective date. Following four years' passage from the effective date of this Agreement, the Agreement will remain in effect until a new Agreement is approved by Agency Head Review.

Section 3

During the life of this Agreement, supplemental changes as required by changes to law, executive order or regulations will be negotiated by the parties. Consultations and negotiations between the parties on such matters within the discretion of the Employer will be continued as necessary during the life of this Agreement. Those existing items or, issues which the Union has not requested appropriate bargaining on will cause them to again become bargainable when MEPS propose a future change in a covered matter. The Union's failure to request bargaining on a negotiable matter during the negotiations leading to this Agreement shall not be construed as a waiver of the Union's right to request negotiations on such matters in the future.

Section 4

Notwithstanding any other provision of this agreement, the parties agree to bargain the implementation and impact of any changes to working conditions that occur subsequent to the effective date of this agreement.

Section 5

Either party may notify the other party in writing of a desire to negotiate a subsequent Agreement at any time beginning three months prior to the expiration of the existing Agreement or anytime thereafter. Within 30 calendar days of the date notice has been served for renegotiation, the parties will meet to agree on a schedule and Ground Rules for renegotiation. The existing Agreement will continue in effect during any period of renegotiation.

ARTICLE 29. DISTRIBUTION OF AGREEMENT

Section 1

The Employer agrees to announce the publication of a negotiated agreement and any subsequent supplements, thereto. The Employer agrees to publish and maintain an electronic copy of the agreement, suitable for download, on a shared network available to bargaining unit employees.

Section 2

New or reinstated employees will be advised of the Union's "exclusive recognition" in writing, during orientation. These employees also will be supplied with information regarding how to download a copy of the current collective bargaining agreement. A Union Representative will be provided the opportunity to welcome new employees during orientation.

ARTICLE 30. UNION MEMBERSHIP AND DUES' DEDUCTION

Section 1

Nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union without a voluntary, written authorization by the member for the payment of dues.

Section 2

Employees who are in the bargaining unit may authorize the payment of their dues to the organization through payroll withholding.

Section 3

Employees in the bargaining unit will have the right to make a voluntary allotment from their pay for the payment of dues to the Union, as well as the right to revoke such allotment, if they desire to do so. Except as provided in Section 7, an employee shall not revoke his/her dues withholding allotment for an initial period of one year. After the occurrence of the one year "anniversary" date, a unit employee may revoke his/her dues upon the processing of a Form 1188, dues cancellation request. The completed form will be transmitted by the Union to the appropriate payroll representative in MEPCOM's HQ's Resource Management (RM) Employee Payroll Section for processing.

Section 4

Where such allotment has been made by an employee, dues will be withheld each pay period except that no dues will be withheld for any pay period in which the net salary after other legal and required deductions is insufficient to cover the amount of the allotment for dues.

Section 5

The amount to be withheld each pay period for Union organization will be an amount prescribed by the Union and subject to adjustment by the Union.

Section 6

The Union is responsible for procuring the prescribed allotment form (Standard Form 1187), distributing the form to its members, certifying as to the amount of its dues, delivering completed forms to MEPCOM's HQ's RM Employee Payroll Section and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form. The Union will provide approved unit employee 1187(s) through necessary channels to USMEPCOM HQ's RM Employee Payroll Section for processing by the Defense Finance Accounting Service (DFAS).

Section 7

An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; e.g., temporary promotion or detail; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD; or where the employee has been suspended or expelled from the Union; or upon loss of exclusive recognition by the Union.

Section 8

The Union shall promptly notify the CHRA-Natick L/MER Specialist when a member who has authorized dues withholding is suspended or expelled from the organization.

Section 9

Employees must furnish a copy of Standard Form 1188, when choosing to cancel their dues' allotment. An involved unit employee must submit a revocation of union dues request to the Union who will provide appropriately completed form(s) through necessary channels to the USMEPCOM HQs RM Employee Payroll Section for processing by DFAS.

Section 10

In the event that this agreement should terminate, dues' deductions will continue in accordance with provisions of this Article until a new agreement is approved.