

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
JOINT BASE MYER-HENDERSON HALL  
FORT MCNAIR  
AND  
PUBLIC SERVICE EMPLOYEES LOCAL UNION 572  
LABORER'S INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO

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## PREAMBLE

In accordance with (IAW) the provision of 5 United States Code (USC), Chapter 71, and subject to all applicable laws and regulations, the following agreement is entered into between Joint Base Myer-Henderson Hall (JBM-HH), Virginia, and Fort McNair, D.C., hereinafter referred to as the 'Employer' or 'Agency' and Public Service Employees Local Union 572 affiliated with Laborers International Union Of North America, AFL-CIO, hereinafter referred to as the 'Union'. Collectively, they are referred to as the 'Parties'.

Whereas the Union and the Employer recognize that the public interest requires high standards of employee performance and the continuing development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

Whereas the well-being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel practices affecting the conditions of their employment; and  
Whereas the morale and dedication of employees should be improved through maintenance of constructive and cooperative relationship between the Union and the Employer;

Now, therefore, it is mutually agreed as follows:

## ARTICLE 1 RECOGNITION

**Section 1.** Pursuant to Section 7111, Public Law 95-454, as amended, the Employer recognizes the Union as the exclusive representative of all employees in the unit defined in Section 2 below.

**Section 2.** The unit is all U.S. Department of the Army Wage Grade employees employed by the Installation Management Command (IMCOM), Army Sustainment Command (ASC), and the Military District of Washington (MDW) who are located at Joint Base Myer-Henderson Hall, Virginia, and Fort McNair, D.C. and serviced by the Fort Belvoir Civilian Personnel Advisory Center (CPAC); Case Number: WA-RP-15-0025. Excluded are General Schedule employees, supervisors, management officials, professionals, and Employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

## ARTICLE 2 PROVISIONS OF LAW AND REGULATIONS

**Section 1.** In the administration of all matters covered by this agreement, official and employees are governed by existing and future laws, Executive Orders and the regulations of appropriate authorities, including policies set forth in the Federal Personnel

Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling & agreement at higher agency level.

**Section 2.** "In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall provide the Union an opportunity to negotiate the impact before implementation of such regulations."

### ARTICLE 3 UNION REPRESENTATION

**Section 1.** The Employer agrees to recognize the stewards and representatives duly authorized by the Union. There shall be four stewards to satisfy the needs of the bargaining unit. These stewards should normally be from the same work area as the employees represented. If the Union feels it is necessary to increase the number of stewards, the matter will be discussed with the Employer. Upon mutual agreement of the parties, the number of stewards may be increased.

**Section 2.** The Employer will make every effort to provide, upon request, adequate office space, filing cabinets with lock at his/her work place, two computers, and government furnished printer/copier for use by the stewards. Telephone facilities will allow access to a long distance network and local calling. The Employer will provide conference calling capability, voicemail, and caller ID, commensurate with what is provided to other labor organizations having equivalent status within JBM-HH and Fort McNair. The Union President, already approved for official time, will not be required to communicate with the Employer while he or she is not otherwise in a duty status.

**Section 3.** The Union will be granted access to internal mail (for other than mass mailings), teleconference facilities, video equipment (i.e., TV and DVD player), and other office services routinely used in that work location. The Union will follow the same reservation and use procedures as all other users.

**Section 3.1** The Union will be given access to adequate meeting space (i.e. conference rooms and town hall), during operating hours. The Union will follow the same reservation and use procedures as all other users.

**Section 3.2** Facilities may be made available for Union meetings during non-duty hours to include lunch periods, if such space is not already committed. The Union will follow the same reservation and use procedures as all other users.

#### Section 4. Parking

Bargaining unit employees shall have free parking for the life of this Agreement. If there is to be a change from this Article, both Parties must provide the other Party with the

proposed change, and the Parties will come together for Impact and Implementation Bargaining.

Facilities located on JBM-HH, VA, and Fort McNair, D.C., will provide properly marked handicap parking.

The Employer will provide two marked parking spaces for the Union's use adjacent to building 321. The spaces will be for permanent Union representatives and Union members.

#### ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union, having been recognized as the exclusive representative of employees in the unit described in Article I, undertakes the following responsibilities:

- (a) to act for and negotiate an agreement covering all employees of the described unit;
- (b) to admit to membership all employees without regard to race, color, religion, sex, age or national origin;
- (c) to represent the interests of all unit members without discrimination and without regard to union membership; and
- (d) to be present at discussions between representative of the Employer and employees or employee representatives concerning grievances, changes in personnel policies and practices, or other matters affecting general working conditions of the unit. Such Union presence, however, shall be based on considerations of security and confidentiality. The Union, when present at employee-employer meetings agrees that an orderly meeting is in the best interests of both parties and therefore agrees to maintain the order and discipline of bargaining unit members.

Section 2. The Union and the Employer agree to maintain sound mutual relationships with each other and both parties will give prompt attention to communications received from accredited representatives of the other. To this end, representatives of the parties agree to meet periodically for the purpose of conferring with respect to personnel policies and practices affecting working conditions, including but not limited to such matters as safety, training, labor-management cooperation, employees services, methods of adjusting grievances, granting of leave, promotion plans, EEO, demotion practices, and hours of work, and the impact of proposed management actions on employees in the bargaining unit. By mutual agreement meetings may be held to discuss urgent matters at any time. If a record of the meeting is considered to be appropriate by both parties, the employer will prepare a summary record of such meetings and will furnish a copy of the record to the Union.

Section 3. The Union will provide the Employer with five (5) copies of a complete roster of its elected officials, chief steward, and other appointed stewards quarterly. The Union will advise the Employer within ten (10) working days after a change to the roster occurs.

Section 4. Union official will not solicit memberships, collect dues, or conduct other internal Union business during the duty hours of employees concerned.

Section 5. Officers of the Union, including national representatives who are Union employees of the unit, shall be admitted to JBM-HH and Fort McNair to confer with the Employer in accordance with security regulations.

Section 6. The union agrees that orderly conduct of employee-employer meetings is in the best interests of both parties and therefore agrees to maintain order and discipline among union representatives.

## ARTICLE 5 EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1. Management officials of the agency retain the right in accordance with applicable laws and regulations:

- (a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency -
  - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  - (2) in accordance with applicable laws -
    - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or 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 agency 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 agency mission during emergencies.

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating -

- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard to the obligation imposed by 5 USC 7111 and the provisions of "Union Rights and Obligations" of this agreement. However, the obligation to meet and confer does not include matters with respect to the mission of the Employer; its budget; its organization; the numbers, types and grades of positions for employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

Section 2.1 Except under emergency conditions as determined by the Agency, prior to implementing any new technology which may impact employees in the bargaining unit, the employer will provide training notify the union 14 calendar days (1 pay period) in advance of implementation.

Section 3. The employer agrees that orderly conduct of employee-employer meetings is in the best interests of both parties and therefore agrees to maintain order and discipline among management representatives.

Section 4. The Employer agrees that to the maximum extent possible, all employees in the bargaining unit with the same job description and grade, consistent with job requirements shall be given fair and equitable treatment with regard to job assignments in general.

## ARTICLE 6 EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. 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 reprisal and each employee shall be protected in the exercise of such right. Such right includes 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.

Section 2. Nothing in this agreement precludes an employee of the exclusive unit, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy, or from choosing his own representative in a grievance or appellate action, except when such grievance is pursued under the negotiated procedure contained in this agreement.

Section 3. Nothing in the agreement shall require an employee to become or to remain a member of the Union, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. All unit employees have the right to be represented at any examination (i.e., questioning) of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action against the employee and the employee requests representation. The Employer will annually inform the employees of their Weingarten Rights. The notification may be made in common areas and/or email.

Section 5. An employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his immediate supervisor prior to leaving the work area. The supervisor will provide a timely response to such a request and identify a time for the employee to meet with the Union which will not unduly disrupt the work schedule. Such absences from the work area are subject to supervisor's approval, and mission requirements, and will be limited to reasonable amount(s) sufficient in duration to conduct discussion and/or actions deemed necessary. Employees, Union officials, and supervisors will generally schedule these absences in conjunction with breaks, meal periods, or the beginning/end of the work tour.

Section 6. The employees have the right to be treated in a fair and equitable manner. The Parties believe all employees and supervisors must conduct themselves in a professional manner recognizing the need to accomplish the mission of the Employer.

Section 7. Corrective actions and counseling sessions will normally be in private. Consistent with this policy, counseling sessions will be held in private; however, on-the-spot corrections, comments on work product, and instructions to make immediate corrections are not considered counseling sessions for the purpose of this article.

## ARTICLE 7 UNION-EMPLOYER COOPERATION

Section 1. In the interest of performing the Agency's mission, providing efficient and effective service to the public, and improving morale and the quality of work life for employees, the Parties will strive for engaging with each other in a cooperative, collaborative manner. The Parties agree to participate in Labor-Management Forums, in compliance with Executive Order 13522.

## **Section 1.1 Purpose**

Partnership involves the design, implementation, and maintenance of a cooperative working relationship between labor and management through maximum pre-decisional involvement (PDI) in order to achieve common goals. Employer and Union leadership must be committed to the principles upon which partnership is based in order for this effort to be successful.

The structure, nature, scope, and operation of the Forum will be jointly determined by the Parties.

## **Section 1.2 Organization**

The Parties agree to adhere to the guidelines established by the Labor-Management Forum Charter, with respect to composition of the Forum, participants' roles and responsibilities, meeting frequency and duration, meeting schedules, and agenda.

## **Section 1.3 Principles**

The Parties are committed to work at all appropriate levels to establish and improve effective partnerships which are designed to ensure a quality work environment for employees, more efficient administration of Employer programs, and improve service to the public. The principles which guide this effort include:

- (a) PDI;
- (b) Shared responsibility;
- (c) Identification of problems;
- (d) Sharing of information;
- (e) Finding solutions;
- (f) Reaching joint agreements and making joint recommendations;
- (g) Use of alternative dispute resolution, interest-based problem-solving techniques, and facilitation;
- (h) Integration of interests;
- (i) Cooperation;
- (j) Mutual respect;
- (k) Open communication;
- (l) Trust;
- (m) Minimizing or eliminating collective bargaining disputes; and
- (n) Publicizing partnership successes at all levels.

## **Section 1.4 Training**

To achieve optimal results from the partnership, the best interests of both Parties are served by continual and joint labor-management training. The types of training that will best suit the needs of the partnership will be determined by the Forum. The Employer will review any requests to pay for such training.

## **Section 1.5 Duty Status**

While participating in partnership activities requested by the Employer during normal duty hours, Union officials will be on official time. In the event these activities are conducted

beyond normal duty hours, Union officials will be compensated IAW applicable law and this Agreement.

## ARTICLE 8 EMPLOYEE ORIENTATION AND INFORMATION RELEASE

### Section 1. Goal of Employee Orientation

An effective Orientation Program (OP) is an important component in establishing and maintaining an effective, diverse and motivated work force by ensuring that all employees receive training regarding their rights, benefits, roles and responsibilities as employees of the Agency. The OP will be administered IAW 5 CFR 410 and 5 CFR 724.203.

### Section 2. Frequency of Employee Orientation

Employee orientation training will be conducted on a recurring, scheduled basis at least once every quarter, and all new employees will be required to attend.

The Employer will schedule employee orientation during a regularly scheduled workweek of Monday through Friday during core work hours as agreed to in Hours of Work of this Agreement.

At the request of the new employee, the supervisor will make time available for the employee to meet with the Union prior to an orientation training session, mission allowing.

### Section 3. Notification and Information

The Employer will determine the length, contents and agenda of the training. The Union will be included on the agenda for purposes of addressing new employees.

#### Section 3.1 Notification

The Union will be notified in advance, or as soon possible, of the scheduled dates for employee orientation. Management will make every effort to ensure the notification is provided 10 calendar days prior to the orientation session.

The Agency will provide the Union with a list of new employees in the bargaining unit prior to the scheduled date of orientation training. Management will make every effort to ensure the notification is provided five business days prior to the orientation session. The notification will include:

- (a) Prospective employee's name;
- (b) Entry on duty date;
- (c) New position title, grade and series; and
- (d) Location of the position

### **Section 3.2 Welcome Letter**

The Employer agrees to provide new employees with a Union-provided letter or brochure within five business days prior to the orientation session, circumstances allowing. The letter/brochure will welcome the employees and outline the benefits of membership in the Union. The Union will be responsible for providing this material to the Employer for inclusion in the welcome packet.

### **Section 3.3 Location of Collective Bargaining Agreement (CBA)**

Management agrees to make new employees aware of where the electronic copy of the CBA is posted.

### **Section 4. Union Participation**

The Union will be entitled to address employees during the orientation sessions not to exceed the allotted time.

The Union official will be introduced by the Employer, and the Employer agrees not to be present when the Union addresses its employees.

### **Section 5. Employee Introduction and Orientation**

All employees who are new to a facility will be introduced to the staff during the first week they report for duty and provided an opportunity to attend the new employee orientation within 90 calendar days of their appointment. If there are fewer than five new employees, the orientation may be deferred to a later day, but no later than one quarter. By exception, orientation may be given at the directorate level for employees who cannot attend scheduled orientation due to mission requirements.

### **Section 6. Information Requests/Release**

The Union can request information from the Employer under Section 5 USC 7114(b)(4)(B) which requires agencies to furnish the exclusive representative with data necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining.

Such information, to be necessary, must be relevant to negotiations or to a Union representational activity. The Statute sets forth three criteria which must be met before the duty to furnish data arises.

The three criteria are for information and requests to:

- (a) Be normally maintained in the regular course of business;
- (b) Be reasonably available and necessary; and

- (c) Not be guidance, advice, counsel or training for management relative to collective bargaining.

The Employer, after notification by Labor Management Employee Relations (LMER) of a validated Union request, will provide the requested information within seven business days after receiving the request, or explain in writing why it needs more time.

The Employer will provide the information requested to LMER. LMER will document the transfer of the information to the Union, the date, and who the Union representative was that received the information.

#### Section 6.1 Freedom of Information Act (FOIA) and the Privacy Act

In accordance with FOIA and the Privacy Act, the Union may request from management information, material, directives, supplements, classification standards, etc., if requested through FOIA.

## ARTICLE 9 PAYROLL DEDUCTION OF LOCAL DUES

### Section 1. Definitions

(a) Eligible Employee. Any employee who is employed in the Unit as defined in Article I, and whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.

(b) Dues. The regular periodic amount required to maintain a member in good standing with the Union, which does not include such items such as initiation fees, special assessments, back dues, lines and similar items.

### Section 2. It is mutually agreed that:

(a) All eligible employees may voluntarily authorize an allotment from his/her pay for payment of his/her dues by obtaining Standard Form (SF) 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues) from the Union, completing the form in duplicate, and returning it to the Union.

(b) The Union will distribute SF 1187 to eligible employees, check the completed form for accuracy, certify the correct amount of dues and deliver the completed form to the appropriate payroll office.

(c) The payroll deduction will take effect the beginning of the first full pay period after the allotment form, properly completed, signed and certified, has been processed by the payroll office.

(d) Standard Form 1188 (Revocation of Voluntary Allotment) and information concerning revoking an allotment, can be obtained from the Union Office.

(e) An employee may revoke an allotment at any time, but such revocation will be effected only at the beginning of the first full pay period following March 1. This date would not apply, however, to employees unless they have been on dues withholding for one year, nor would it extend the initial dues assignment beyond one year. It is the employee's responsibility to see that the written revocation, submitted through the Union, is delivered in duplicate, on a timely basis, to the payroll office for processing. The payroll office will return a copy of the revocation to notify the Union that the revocation is being processed.

(f) Allotments will be discontinued as soon as possible for employees who are separated from the Unit and for employees who are reassigned to a position outside the Unit, except for temporary promotion or detail.

(g) A change in the amount of regular dues may be made no more than once every 12 months, upon written notice by the Union to the Employer, for transmittal to the payroll office. When possible, the change will be effective at the beginning of the first full pay period after the receipt of the notification by the payroll office.

(h) The Defense Finance and Accounting Services (DFAS) will remit to the Union, as soon as possible after pay day, a payment for the total dues withheld biweekly.

(i) The payment will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted.

(j) Bargaining unit list with service computation date (SCD) will be provided every six (6) months with name, department, title and location of each bargaining unit employee.

(k) The Union will educate eligible employees during their off-duty hours as to the procedure for authorizing and revoking allotments, emphasizing the voluntary nature of the program. The Union will notify the CPAC promptly in writing when an employee ceases to be a member in good standing, so that the employee's allotment can be discontinued as soon as possible, refund any erroneous dues deduction required, and indemnify or take steps when required to protect the Department of the Army from all claims and disputes by reason of action taken under this agreement.

(l) The CPAC will immediately notify the Union when the Union no longer has Exclusive Recognition of the Unit or when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD and, therefore, the agreement is terminated and payroll deductions cease.

## ARTICLE 10 OFFICIAL TIME

Section 1. Elected or appointed Union representatives may use official time for representational purposes as provided by the Statute during such time as they are otherwise in a duty status. This time will be without charge to leave. Use of official time must be requested via first line supervisor and used accordingly. All official time, with the exception of office hours established in Section 3.1 of this Article, will be requested by submitting a Request and Approval for Use of Official Time Form (see Appendix H) and entered by the employee and tracked by the Employer in the official timekeeping system. Employees elected or appointed Union representatives may be released from duty without charge to leave for appropriate representational purposes under the Statute.

### Section 1.1 Prohibited Use of Official Time

Official time is prohibited for any activities performed by any employee relating to the internal business of the Union including the solicitation of membership, elections of Union officials, general membership meetings, and collection of dues.

### Section 1.2 Use of Official Time for Statutory Appeal Procedures

Official time for employees and representatives is provided under separate authority to participate in certain statutory appeal procedures. This includes, but is not limited to, proceedings before the Federal Labor Relations Authority (FLRA) and the Equal Employment Opportunity Commission (EEOC).

### Section 1.3 Union Representation

Consistent with 5 USC 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance, formal EEO complaint against the employee, settlement discussions (at the request of the employee), or any personnel policy or practices or other general condition of employment. The Employer will give the Union sufficient advance notice to exercise its rights under this section.

The attendance of the Union representative will be acknowledged by the Employer at the start of such formal discussions. The Union's representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees and may make a brief statement as to the Union's position on the matter.

### Section 2. Release Procedures for Official Time Use

Union representatives will be permitted to leave their assigned work area on official time as authorized under this agreement after reporting to their immediate supervisor or appropriate management official and identifying the purpose of their request. The representative will be released unless their absence would cause a substantial disruption in their work area at that time. If the representative cannot be released at the time of the request, it is the supervisor's responsibility to respond with a date and time when the

representative can be released. The supervisor will notify the representative when they can be released within one working day of the request, and the release should occur no later than two working days after the request. The Union representative will be given time to inform any employees involved of the delay.

#### Section 2.1 Notification to Supervisor

When the Union representative needs to leave the work site and the supervisor is temporarily absent from the site, the representative will notify the second-line supervisor or the next supervisor in the chain-of-command.

#### Section 2.2 Union Notification to Agency

Upon entering a work area other than their own to meet with an employee, the representative will advise the employee's supervisor of their presence, the employee to be contacted, and the estimated duration of the meeting.

#### Section 2.3 Notification to Supervisor of Extended Meeting Time

On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both will make every effort to contact their supervisors first telephonically, then by email if necessary to notify them of the need to extend the anticipated return time. If the extension is for more than one hour, it must be approved by both the Union representatives and employees' supervisors in advance.

#### Section 2.4 Official Time Increments

To the extent practical, the Parties agree that regular recurring official time usage will be scheduled in blocks of no less than 6 months increments. The Employer and the Union will meet 14 calendar days prior to the new 6 months increment. The Union may request in writing an increase on the number of official time hours.

### Section 3. Allocation of Official Time

#### Section 3.1 Individuals Authorized Official Time

Official time will only be granted to officers and stewards of the Union. The Union President will notify LMER of the names quarterly and when there is a change. The Parties agree to the following official lime for the Union President or their designee:

##### 1. Office Hours

(a) The Union President or their designee will have office hours every Thursday from 0700-1530.

(b) Union Steward will have the following office hours per week: JBM-HH, 4 hours every Tuesday, from 1130-1530.

(c) Union Steward will have the following office hours per week: McNair, 3.5 hours every Tuesday, from 1130-1500.

(d) In the event that this day falls on a holiday or government closure, the office hours will shift one day ahead.

2. Additional Hours. The Employer agrees to grant a block of 320 hours to distribute for use in representational matters by Union officials. This bank of hours may not be used in such a way as to create an additional full time Union official.

(a) The Union agrees to send a representative, normally the President, to command level meetings/briefings when requested (i.e. garrison staff call or executive council).

(b) The Parties further agree that official time necessary for any future A-76 Commercial Activities study or process will be additional to the banks of time defined in Section 2 above. The Parties will meet and bargain such time as necessary.

3. The Employer agrees to grant official time to the Union President or their designee, to attend labor relations training determined to be of mutual benefit to the Employer and the Union. Training under this section will generally cover such areas as contract administration, handling of statutory actions such as grievances, and information related to Federal personnel/labor relations laws, regulations, and procedures. A block of 200 hours will be authorized annually (contract year) for labor relations training on or off the installation in addition to the initial training. The Union President will submit a request normally at least 14 business days in advance. If training requirements exceed 200 hours, the Union may draw from bank hours, to accomplish the training.

4. If the Union President or their designee is sent to any training by the Employer as professional, developmental, or enhancing for their position of record, that time spent in training will not be charged to the bank of Union set aside time.

5. Following each pay period, the President will submit a report (email) to the LMER showing all official time used, by name, during that period.

### Section 3.2 Annual Bank of Official Time

The Union stewards will be allowed a bank of 500 hours of official time per year for Union activities to be distributed by the Union president or designee. These hours will be used only during duty hours on Monday through Friday, excluding Holidays and government closures.

### Section 3.3 Activities Not Chargeable to Official Time

Time for the following activities will not be charged to the amount of official time in Section 3.1 and 3.2 above, but will be made available to properly designated representatives, who would otherwise be in a duty status. Consistent with 5 USC 7131(a) and this Agreement, Union representatives will be granted reasonable and necessary time to carry out the following functions:

(a) Term agreement bargaining IAW 5 USC 7131(a) and this Agreement, and any related third Party proceedings;

- (b) Mid-term bargaining on management-initiated or Union-initiated changes in working conditions, and any related third Party proceedings;
- (c) Management-initiated grievances;
- (d) Travel time for any of the functions listed above.

#### **Section 4.0 Training**

The Employer agrees to grant official time to Union stewards to attend labor relations training or other training related to employees' working conditions as long as the training is mutually beneficial to the Employer and the Union. A block of 500 hours shall be authorized annually for such training of Union stewards, not to include union office hours. Training under this section will generally cover such areas as contract administration, handling of statutory actions such as grievances, and information related to Federal personnel/labor relations laws, regulations, and procedures. Costs associated with training and travel will be paid by the Union. Additional requests for training will be reviewed on a case-by-case basis.

#### **Section 4.1 Requests for Training**

Written requests, including a copy of the agenda, will be forwarded to LMER and the first line supervisor 14 business days prior to the start date of the requested training. When LMER and first line supervisor or designees are in agreement, the Union will be notified of approval. Official time may be used for travel to and from local training.

Management will not be responsible for any cost associated with training that has not been pre-approved.

An elected official or duly appointed steward of the Union may be excused without charge to leave or loss of pay to attend a training session sponsored by the Union when the subject matter of the training is mutually beneficial to both Parties, and the employee is acting in their capacity as a Union representative. Official time will cover only such portions of training as meet the above criteria.

Employees may be granted accrued leave (excluding Sick Leave) or LWOP to attend conventions or meetings of employee organizations, provided advanced notice of 14 business days is given to the Employer and workload conditions permit.

#### **Section 4.2 Approval and Disapproval of Training**

Official time for training will be approved except in cases where the absence of the employee(s) will have significant adverse impact on the Employer's work requirements and mission. When a request for official time for training is disapproved for any reason, the reasons for such disapproval will be furnished to the representative who made the request and to the Union President at the time of disapproval.

#### **Section 4.3 Official Time for Newly Appointed Representatives**

When a new Union representative is designated, the Employer will permit the representative official time to receive a Union representative orientation on the administration of the Agreement, normally no later than one month from the date of designation.

#### **Section 4.4 New Employee Orientation**

The Employer agrees to a sixty-minute new employee orientation to be conducted by either a Union official or representative.

#### **Section 4.5 Bank Hours**

All unused annual bank/block hours will not be carried over to the following calendar year.

#### **Section 5.0 Allegations of Abuse**

Alleged abuses of official time shall be brought to the attention of LMER by supervisors and management officials when management becomes aware. LMER will then discuss the matter with the President of the Union at the appropriate Local level. If the matter cannot be resolved, LMER will then discuss the matter with the Union Business Manager.

Alleged abuses of official time by the President will be brought to the Union Business Manager for investigation. The results of the investigation and the findings and recommendations will be provided back to the Joint Base Commander within 30 business days after the investigation is completed.

### **ARTICLE 11 HOURS OF WORK**

#### **Section 1.0 Purpose**

This Article shall be administered IAW 5 USC 61; 5 CFR 610, and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all employees IAW applicable law and regulation.

#### **Section 1.1 General**

For the purpose of this article, the establishment or change of work hours and work schedules will be accomplished as follows:

(a) The Employer sets the work schedule and work hours and will notify the Union of changes 14 calendar days (1 pay period) in advance of implementing the schedule and hours of work unless the Employer determines it would be seriously handicapped in performing its mission or costs would be substantially increased in which case management may implement the work schedule change immediately.

(b) The employee may make a written request to change the work hours or work schedule 21 calendar days before the start day of any new schedule. Approval/denial of any change will be based on mission requirements.

(c) The Employer will respond to the employee request seven (7) business days after the written request for the change.

## **Section 2.0 General Provisions**

### **Section 2.1 Workweek**

The administrative workweek will be a period of seven consecutive calendar days beginning on Sunday.

The basic workweek is 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.

Normally, an employee's workweek shall not extend over more than five days of the period Sunday through Saturday.

In general, the core hours for regular day shifts will be 0900-1500. There will be core hours on five days each week, Monday through Friday.

### **Section 3. Irregular Requests for Exchange of Hours**

When employees share similar work schedules (i.e., Alternate Work Schedule (AWS), 8-hour standard) they will request no later than one hour prior to the start of their shift approval from their supervisor to make a switch and identify who they are switching with and the hours needed. Approval can be verbal, followed up by a written acknowledgement. Employees must perform similar duties or have been cross-trained in the tasks that will be performed during the switch.

### **Section 4. Academic Scheduling**

The Employer may consider changes in employee schedules or assignments to allow an employee to pursue academic career development activities.

### **Section 5. Adjustment of Work Schedules for Religious Observance**

An employee whose personal religious beliefs require that they abstain from work at certain times of the workday or workweek may request, through the EEO office, a religious accommodation which will be provided to the supervisor who may then consider an alternative work schedule unless it would cause undue hardship on the Employer's mission.

To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Agency's mission, the Employer will afford the employee the opportunity to work compensatory time and will grant compensatory time off to an employee requesting such time off for religious observances.

The employee may work such compensatory time during the same pay period before or after the grant of compensatory time off (date/time). Compensatory time will be credited to an employee on an hour-to-hour basis or authorized fractions thereof 15 minutes.

The premium pay provisions for overtime work in Article 16, Section 2.0, do not apply for compensatory time work performed by an employee for this purpose.

Disapprovals will be given to the employee in writing within two business days of receiving the employee request for religious accommodation from the EEO Office.

#### Section 6. Meal Periods

Full-time employees shall be granted, on a non-paid basis, a meal break each day. Lunch periods may extend up to one hour based on an approved work schedule and will not be combined with the beginning or end of shifts. Normally, this will be scheduled at or near the mid-point of the shift or tour of duty.

Employer and employee will meet and agree to the duration of a meal period.

When a normal, scheduled meal period is not feasible, and the Employer requires the employee to remain at the work site, a 20-minute working meal period shall be permitted without unduly interrupting and considered as hours worked for pay purposes.

#### Section 7. Breaks

Employees of the Unit will be allowed fifteen (15) minutes for "break" for each four (4) hour period worked when operational requirements permit.

Fifteen (15) minutes will be allowed prior to the end of a day's tour for returning tools, cleaning of the work area and wash up. When an employee is required to report for duty at a point other than his/her job site, he/she will be in a duty status for the period of time worked. If it is necessary to change job sites during the work day, the employee will be in a pay status during the time needed to travel from one site to the next.

Breaks are not cumulative or intended to delay the start of a workday or shorten the end of a workday. If an employee does not take a break in the first four hour work period, the break is forfeited and cannot be added to the last four-hour work period. Breaks will not be taken to extend lunch periods.

Work ordered and performed in excess of employees' normal work schedule will include paid 15-minute break periods at the end of every two hours of work.

#### Section 8.0 Alternate Work Schedules (AWS)

Agencies that establish flexible or compressed work schedules under the Flexible and Compressed Work Schedule (CWS) Act of 1982 are required to establish a method of assuring accountability for hours worked per 5 CFR 610.404.

#### Section 8.1 Eligibility Determinations

The Parties recognize that the use of alternative work schedules can improve productivity and morale and provide greater service to the public. Therefore, to the extent practical, alternative work schedules in this Agreement will be made available to employee. Employees may request to work AWS schedules. The supervisor may approve or disapprove the request.

If the Employer determines that certain positions and/or employees in certain organizational units are not eligible for some or all of the alternative work schedule options, the Employer will provide the Union with a list of those positions and

organizational units and indicate which schedules are inappropriate, along with the reasons for each determination within 14 calendar days of the effective date of this Agreement.

When special events are planned (scheduled in advance) which preclude access to employee work sites at normal reporting times, employees will be afforded two weeks notice and the opportunity to adjust schedules, request leave, or report to an alternate work site. Absent that notice, employees will not be required to adjust their normal work schedule or be charged leave.

During the life of the Agreement, the Employer must provide at least 14 calendar days notice of any intent to remove a position(s) or employee(s) from eligibility to work an AWS. Exclusion from participation in AWS will normally be the exception rather than the rule and will be done only IAW law.

## Section 8.2 Requests for Alternate Work Schedules

### Requests for AWS:

(a) Employees may request retention of their current AWS on an annual basis. Requests must be submitted no later than two weeks prior to the first workday of the new fiscal year. New employees may request an AWS after 90 calendar days of their date of entry.

(b) Employees who are approved for an AWS off cycle will have their AWS renewed on the annual schedule.

(c) Employees who want to terminate their AWS will request the change no less than 30 calendar days prior to their desired date of termination.

(d) Employees must get approval from their supervisor prior to switching an AWS day off. The request must be approved and submitted to the directorate timekeeper who will coordinate with the payroll office no later the first workday of the last week in a pay period.

(e) Employees who want to change their AWS schedule will request the change no less than 30 calendar days prior to their desired date of change.

## Section 8.3 Denial of Requests for Alternate Work Schedules

If a supervisor denies a request for an established AWS or proposes to terminate an individual employee's participation in an alternative work schedule, he or she will notify the employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the employee.

The supervisor may deny an employee's request or propose to terminate an employee's participation in a particular AWS (Compressed or Flexible) if the supervisor determines that the employee's participation causes detrimental impact. The employees' work schedule (arrival and departure times) may be adjusted if the duties of their position cannot be fulfilled or will not ensure office coverage during the hours the office is open for business. Denials of requests to work alternative work schedules will not be arbitrary or capricious. The Union or an employee may use the Negotiated Grievance Procedure in accordance with Article 31 of this Agreement if they disagree with the decision of the supervisor.

## Section 9. Temporary Suspension of Alternate Work Schedules

Occasions may arise when alternative work schedules must be temporarily suspended as a result of training, unusual workload, operational demands, Government emergency shut down or sequestration. The Employer shall make every reasonable effort to avoid suspension of an employee's participation in these work schedules. If the circumstances requiring a suspension permit, the Employer will provide the employee with advance notice of at least one pay period. The Employer will limit the suspension to as short a time frame as necessary to meet the workload or operational demands. If an employee's work arrangement is suspended, it will automatically be restored as soon as possible after the reason for the suspension needs have been met. For the purposes of this Agreement, "temporarily suspend" is defined as a period of not more than 90 calendar days. If the Employer believes that the "temporary suspension" will extend past this period, prior to the end of the period, and any subsequent periods, the Employer will notify the Union. Decisions on temporary suspension of AWS for any employee will not be arbitrary or capricious.

Employees who are on temporary duty (TOY) or in training may be required to revert to an 8-hour day for the duration of the TOY or training. Employees who are TOY or in training for less than two full weeks will be afforded the option of changing their schedule or otherwise accounting for 80 hours in the pay period (i.e., by taking leave or reporting to work for the time each duty day that extends beyond the training).

## Section 10. Terminating Alternate Work Schedules

If the Agency finds that a particular AWS schedule has had an "adverse Employer impact," as defined in 5 USC 6131(b), the Employer must promptly provide notice to the Union of its desire to reopen the Agreement to seek its termination. Upon demand by the Union, the Parties will then negotiate over the Employer's proposal. If an impasse results, the dispute will go to the Federal Service Impasses Panel (FSIP), which will determine whether the Employer's determination is supported by evidence. The AWS schedule may not be terminated until agreement is reached or the Panel acts.

## Section 11. Temporary Assignments and Alternate Work Schedules

The Employer will, to the extent possible, retain an employee's AWS schedule(s) when an employee is temporarily assigned to other parts of the organization within the bargaining unit (aka non-professional or non-supervisory). The Employer may require a change in the schedule based upon workload and number of employees already approved for certain days off. The Employer will take into consideration the request of an employee being temporarily assigned to remain on their established AWS schedule before affecting a change.

## Section 12.0 Holiday Pay

### Section 12.1 Regular Schedule

1. All holiday pay will be IAW Government regulations.

2. Full-time employees working a regular schedule (neither flexible nor compressed) who are relieved or prevented from working on a day designated as a holiday will receive their regular rate of basic pay for eight hours on that day.
3. A full-time employee working a regular schedule who performs non-overtime work on a holiday is entitled to their rate of basic pay plus premium pay equal to their rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight hours.
4. A part-time employee working a regular schedule (neither flexible nor compressed) who is relieved or prevented from working on a holiday will receive their regular rate of basic pay for the hours the employee is scheduled to work that day, not to exceed eight hours.
5. The Union will be contacted 14 days prior to the establishment of a new tour of duty. Tours of duty shall not be established or changed for the purpose of avoiding the payment of holiday, premium or irregular or occasional over-time pay.
6. The Union officers and stewards will not be transferred from one activity, work shift, or tour of duty to another unless such change is necessitated by compelling work commitments. When such changes are necessary, however, the Employer will provide advance notice to the Union, except when an emergency precludes such notice being given. The intent of this Section is to avoid to the maximum extent possible the transfer of principal Union officials from one organizational element, shift, or tour of duty to another, except when operational requirements necessitate such moves.
7. When additional tours of duty are established, assignments to each tour will normally be based on seniority established by their SCD.

#### Section 12.2 Flexible Schedule

1. Full-time employees working a flexible schedule under this Article who are relieved or prevented from working on a day designated as a holiday will receive their regular rate of basic pay for eight hours on that day.
2. A full-time employee working a regular schedule who performs non-overtime work on a holiday is entitled to rate of basic pay plus premium pay equal to their rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to maximum of eight hours. The eight hours applicable to each employee working a flexible schedule will be the first eight hours that employee is scheduled to work on that day.
3. A part-time employee working a flexible schedule that is relieved or prevented from working on a holiday will receive their regular rate of basic pay for the hours the employee is scheduled to work that day, not to exceed eight hours.
4. A full-time employee working a flexible schedule, who works during non-overtime and non-holiday hours that are part of the employee's basic work requirement on a holiday, is paid their rate of basic pay for those hours of work.

Example: An employee who works 10 hours on a holiday (including 1 hour of overtime work ordered by a supervisor) and who has a 9-hour basic work requirement on that day

would earn holiday premium pay for the 8 holiday hours, their regular rate of basic pay for 1 hour within the basic work requirement), and 1 hour of overtime pay.

5. A part-time employee working a flexible schedule who performs work on a holiday is entitled to holiday premium pay only for work performed during their basic work requirement.

### Section 12.3 Compressed Work

1. Full-time employees working a compressed schedule IAW this Article, who are relieved or prevented from working on a day designated as a holiday, will receive their regular rate of basic pay for the number of hours of their compressed work schedule on that day.

2. A full-time employee working a compressed schedule, who performs non-overtime work on a holiday, is entitled to their rate of basic pay plus premium pay equal to their rate of basic pay (double time) for the work that is not in excess of the employee's compressed work schedule for that day.

3. A part-time employee working a compressed schedule who performs work on a holiday is entitled to holiday premium pay only for work performed during their compressed work schedule.

4. Employees must not be required to move their regularly scheduled days off solely to avoid payment of holiday premium pay or reduce the number of holiday hours included in the basic work requirement.

## ARTICLE 12 ANNUAL LEAVE

The purpose of leave is to allow employees an annual vacation of extended leave for rest and recreation and to provide periods of time off for personal, medical, family, emergency, and/or other purposes.

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations and this agreement. The Parties agree that the use of accrued annual leave is the right of the employee and not a privilege and should be used by employees, upon supervisor's approval.

### Section 2. Projected Leave

Employees shall submit requests for scheduled (non-emergency) annual leave in accordance with pertinent regulations and in advance of the requested period of leave to the extent prescribed by the applicable leave-approving official. Employees who apply in advance for approval for projected leave no later than 31 January of each year will be given priority consideration in situations where there is a conflict. Leave requests and approval or denial will be made in writing using Office of Personnel Management (OPM) Form 71, Request for Leave, or through written memorandum or email. The supervisor

will notify the employee of the disposition of the request by 15 February of each year. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave IAW 5 CFR 630.405.

### Section 3. Annual Leave

Employees may utilize annual leave in 15 minute increments. Annual leave may not be charged in increments of less than 15 minutes. An employee having annual leave to his/her credit may apply in advance for leave and such leave with pay may be granted, when practicable, for any work day which occurs on the employee's birthday or a religious holiday associated with the religious faith of the employee.

#### Section 3.1 General

Annual leave will be granted, subject to workload demands, in a manner which permits each employee who wishes to take at least two consecutive weeks of annual leave each year. Upon request, any denial of annual leave must be accompanied by a written statement of the reasons for the denial. If workload permits, employees may request and supervisors may approve periods of annual leave that exceed two consecutive weeks.

#### Section 3.2 Scheduling Conflicts

When scheduling conflicts occur, an effort should be made to resolve the conflict between the employees involved. Unresolved conflicts will be settled by the date the requests were submitted, (first come first serve), then using SCD.

An employee's approved annual leave shall not be disapproved if an employee with an earlier SCD date subsequently requests leave for the same period.

#### Section 3.3 Leave Requests other than Projected Leave

For regularly scheduled leave, employees will submit requests 14 calendar days before the intended leave, and the Employer will approve or deny the request no later than 5 calendar days after the request is received.

For leave requests where time off is needed within 48 hours, the employee will submit the request using the OPM 71 to the supervisor by noon the day prior to the requested leave. The response will be made as soon as possible, but no later than the end of the employee's work shift.

The Employer will annotate in writing that leave is either approved or disapproved using the submitted OPM Form 71.

### Section 4.0 Unanticipated Leave

Approval of annual leave for emergency reasons will be based on the merits of the individual request. To obtain unanticipated/emergency leave, the employee will request leave as soon as possible by telephone, or within the two (2) hours after his/her scheduled tour of duty begins, if, circumstances permit. In the event that either the supervisor or other designated official is not available, the employee may utilize voice mail or email to notify the Employer of the need for unanticipated/emergency leave. If the leave cannot be granted, the supervisor will notify the employee within two hours of the employee's

request that it cannot be granted by email, voice mail, text, or telephone. If unable through diligent effort, to contact the Employer or employee, the employee will meet with the supervisor upon their return to duty. The employee shall not normally be required to submit evidence to support the request for approval of emergency annual leave, unless the employee has been issued a written notice requiring evidence to support requests for such leave. This requirement for evidence will be reviewed not later than six (6) months after its imposition and may be withdrawn if the employee's leave record so warrants. Information given by an employee to a supervisor to support a request for unanticipated/emergency leave will be treated as confidential information and will be released on a 'need to know' basis only. In the event an employee is unable to personally contact his supervisor, the supervisor will recognize a call from a responsible person in behalf of the employee.

#### Section 4.1 Unscheduled Leave

When OPM determines weather conditions are hazardous and issues unscheduled leave authority to commanders, employees will contact their immediate supervisor or designated official to request approval in the same manner as indicated in Section 4.0.

When operations are interrupted by events beyond the control of the employer or the employees, the employees will be excused from duty without charge to leave or loss of pay unless: (a) the employer directs employees to perform alternative duties, or (b) the suspended operations are anticipated sufficiently in advance to permit assignment of other work or scheduling of leave if the employee so desires. The provisions of AR 1-13, Release of Personnel, will be adhered to in connection with dismissals related to adverse weather conditions, official welcomes, transportation breakdowns, other similar conditions and natural phenomena.

#### Section 5. Advancing Annual Leave

The granting of advanced annual leave by the Employer is discretionary; however, the Employer is responsible for determining if employees have satisfied the following conditions prior to approval:

- (a) Have completed their probationary period;
- (b) Have served more than 90 calendar days in their current appointment;
- (c) Are eligible to earn annual leave;
- (d) Are not on a leave restriction letter; and
- (e) Do not request more advanced leave than would be earned during the remainder of the leave year in which the leave is requested.

The employee understands that the advance of leave incurs a debt, the outstanding balance of which the employee is responsible for paying back if they resign or otherwise leave the Agency.

Before granting advance leave, the Employer will consider the expectation of the return to duty, the need for the employee services, and the benefits of the Agency retaining the employee.

## ARTICLE 13 SICK LEAVE

Section 1. Employees will accrue sick leave in accordance with applicable laws and regulations. Employees may utilize sick leave in 15 minute increments. Use of sick leave is subject to the approval of the appropriate supervisor.

Section 2. Sick leave may be granted to employees when they are incapacitated for performance of their duties because of illness, subject to the availability of sick leave. Employees not reporting for work because of illness will contact their supervisor by telephone not later than two (2) hours after the start of their tour of duty. If the supervisor and designee are not available, the employee may leave a voicemail message, email, or text to the supervisor of the need for unscheduled sick leave. In the event an employee is unable to personally contact his/her supervisor, the supervisor will recognize a call for sick leave from a responsible person on behalf of the employee. Failure to report and give notice of anticipated need for sick leave within two hours of the time established to report for duty will not, in itself, be a reason to deny sick leave. If the leave cannot be granted, the supervisor will notify the employee within two hours, of the employee's request that it cannot be granted. The employee will be given a reasonable amount of time, normally two hours after the supervisor denies the leave, to report to work without a charge of Absent without Leave (AWOL).

Section 3. Sick leave will normally be requested and granted in advance for the purpose of visiting physicians, dentists, optometrists, opticians, chiropractors, psychologist, alcohol/drug counseling and other licensed practitioners for the purpose of obtaining treatment, diagnostic examinations or X-rays. The amount of leave granted will be based on the hour and length of the appointment and the travel time involved. However, employees will exert every effort to arrange for such appointments during non-duty hours.

Section 4.0 For an absence in excess of three workdays, or for a lesser period, the Agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes as described in 5 CFR 630.401(a).

In accordance with 5 C.F.R. 630.405, employees may be required to furnish a medical certificate or other administratively acceptable evidence to substantiate a request for approval of sick leave for an absence of any duration when deemed necessary. Supervisor will notify the employee in writing the reason why the employee's self-certification is not sufficient to document the sick leave request. The union will be provided copy of self-certification denial notifications upon request.

If an employee is ill during a period of annual leave, the employee may request to substitute sick leave when the employee provides evidence or documentation of the illness.

## Section 4.1 Leave Restrictions

The following will apply when an employee is not on a Leave Restriction letter:

1. The Employer may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence.
2. The Employer may require a medical certificate or administratively acceptable evidence as to the reason for an absence in excess of three workdays. If it is not practical under the particular circumstance to provide the requested evidence or medical certification within 15 calendar days after the date requested by the Agency, despite the Employee's diligent, good faith effort; the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved but no later than 30 calendar days after the date the Agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period may not be granted sick leave.
3. The Employer may require an employee requesting sick leave to care for a family member to provide an additional written statement from the health care provider concerning the family member's need for psychological comfort and/or physical care (5 CFR 630.405(c)).

AWOL may be charged if after a reasonable period of time elapses, but no later than 30 calendar days after the request for documentation is made, an employee fails to provide acceptable medical documentation.

Additionally, if the Agency has evidence to support leave abuse, the supervisor can require the employee to provide medical documentation signed by an appropriate medical official for each and every day of absence of sick leave. When an employee's leave usage is questionable, the supervisor shall provide a written warning explaining the concerns and procedures for improvement to prevent placing the employee on Leave Restriction. In such cases, the employee will be counseled and notified in advance in writing of this requirement.

The following will apply when the employee is on a Leave Restriction letter:

The employee may be placed on Leave Restriction for a period of six (6) months when the Employer has reason to believe that an employee is misusing or abusing sick leave. The notification will be in writing and inform the employee all sick leave requests will require medical certification. The period of leave restriction may be extended up to a year, in three (3) months increments, if adequate improvement in leave use has not been achieved by the employee. The employee or their Union representative will be notified in writing of the reasons for the extension. The Employer will provide copies of leave restrictions to the Union upon written request.

Any such written notice will describe the frequency, patterns or circumstances which led to its issuance, and will specify the termination date of the letter.

At the midpoint of the leave restriction, the employee's situation may be reviewed with the supervisor who will notify the employee in writing if the leave restriction is no longer in effect. An employee who has made significant improvement may request, in writing, a review of his/her sick leave record ninety (90) days after imposition of the requirement. The Union may also make a written request on behalf of the employee.

#### Section 4.2 Additional Information Regarding Medical Documentation

Employees who are released from duty because of illness will not be required to furnish a medical certificate to substantiate sick leave for the day they were released from duty. Subsequent days of absence will be subject to the provisions above. Employees suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification of the chronic condition, may not be required to furnish a medical certificate to substantiate sick leave for subsequent occurrences of the same condition. However, the Employer may periodically require further medical certification to substantiate that the condition still exists.

Section 5. Advancement of sick leave will be granted only in accordance with applicable rules and regulations. The following requirements must be met:

- (a) Application is supported by written medical certification;
- (b) Request is for not more than 240 hours;
- (c) There is reasonable assurance that the employee will return to work and that the advance credit will be repaid.

Section 6. If an employee furnishes appropriate medical certification showing that the Employee's absence was necessary for the care and attendance to a member of his/her immediate family who is afflicted with a contagious disease or would jeopardize the health of other by his/her presence at his/her post of duty because of exposure to a contagious disease may be granted sick leave.

Section 7. If an employee has used all his/her sick and annual leave and no leave is advanced, the employer may grant leave without pay at the employee's request.

Section 8. Whenever feasible, an employee who is temporarily unable to perform the full scope of his/her duties because of injury or ailment as determined by competent Medical Authorities, may be assigned to perform other duties which he/she is physically able to perform.

Section 9. Privacy: The Employer will treat as confidential any medical information provided by an employee to any agent or representative of the Employer in support of a request for sick leave. The Employer may disclose such information subject to the Privacy Act of 1974 (5 USC 552a) and 5 CFR 339 only for purposes of making informed management decisions and only to individuals who have a legitimate need to know. All medical documentation will be sanitized, and protected by Health Information Privacy Act.

## ARTICLE 14 LEAVE WITHOUT PAY

The purpose of this Article is to prescribe the policies covering the different types of leave pertinent to all employees IAW applicable law and regulation. This Article will be administered IAW 5 USC 63; 5 CFR 630, and this Agreement.

### Section 1. Leave Earnings

A full-time employee earns leave during each full bi-weekly pay period while in a pay status or in a combination of a pay status and a non-pay status.

The retention and accumulation of rights, benefits and privileges by employees who are on leave without pay shall be in accordance with applicable law and regulations.

Section 2. Requesting Leave without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted to an employee IAW applicable laws, rules, and OPM guidelines. LWOP may be requested using the OPM Form 71 in the same manner and for the same purposes as annual leave or sick leave. LWOP requests may also be submitted when an employee has applied for a disability retirement. Requests for LWOP will be given serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the employee in writing on the OPM Form 71.

### Section 3. LWOP to Engage in Union Activities

An employee may be granted LWOP to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the American Federation of Labor-Congress Industrial Organization (AFL-CIO), upon written request by the appropriate Union office. Such requests will be referred to the appropriate management official for approval or disapproval. Such employees shall continue to accrue benefits IAW applicable OPM regulations. The amount of LWOP is based upon the type and duration of activity in which the employee is engaged.

Section 4. Employees may be granted LWOP in accordance with applicable laws and regulations. Normally, the initial grant of LWOP will not exceed a period of 1 year. Renewals for any like or shorter period will be reviewed even more carefully than the original authorization. Renewals should be approved only when the interests of the Government are best served thereby, or when usual circumstances indicate it would be manifestly harsh or unfair to deny the extension. Any renewal should be considered an exception to any locally established policy.

### Section 5. Family and Medical Leave Act

Eligible employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for the birth of a son or daughter and care of the newborn; the placement of a son or daughter with the employee for adoption or foster care; the care of a spouse, son or daughter or parent with a serious health condition; or a serious health

condition of the employee that makes the employee unable to perform the duties of their position.

Section 6. Parental leave will be provided to new parents, including grants of annual leave, sick leave, and LWOP to the maximum extent allowable by law and Government-wide regulation.

## ARTICLE 15 HOLIDAYS

### Section 1. Accrual and Use of Leave

An employee shall be entitled to all holidays now prescribed by law IAW applicable laws and Executive Orders. Any employee whose services are not required by the Employer on any holiday will be excused from work on that day without charge to leave; those excused will be entitled to holiday benefits in accordance with appropriate regulations.

Section 2. An employee will be paid for work performed on a holiday, or a day designated as a holiday, at twice his/her basic rate of pay (holiday premium time) for that part of his/her daily tour which does not exceed eight (8) hours, plus any applicable shift differential as provided by law. If he/she works more than eight (8) hours, he/she will be paid at the overtime rate for the period in excess of eight (8) hours.

Section 3. Employees shall receive their basic rate of pay for the day, plus any appropriate shift differential as provided by law, for any day within their basic work week which is designated as a holiday and on which they are not required to work, provided that such holiday (1) does not occur during a period of leave without pay or (2) would not fall on the first day in pay status following a day of absence without leave.

Section 4. For full-time employees working a Monday through Friday schedule, if a holiday falls on a Saturday, it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed the following Monday. This is referred to as an "in lieu of" holiday.

Section 5. For full-time employees working other than a Monday through Friday schedule, if a holiday falls on a regular weekly non-workday, other than the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately before that regular weekly non-workday.

## ARTICLE 16 OVERTIME

### Section 1. General

Overtime for "non-exempt" employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement.

All bargaining unit positions will be determined to be FLSA "exempt" or "non-exempt" at the time the position is classified. When classification actions are performed and result in a change to the FLSA determination, the changed FLSA determination for the affected employees will be made available to the employees and the Union within five business days of the classification decision.

When overtime work is directed, personnel will be compensated for overtime hours worked JAW the provisions of the FLSA, 5 USC 5542, other applicable Statutes, Government-wide regulations, and the provisions of this Agreement. When a given work situation is covered by the FLSA and another statutory procedure, the employee will receive the more favorable treatment IAW 5 CFR 551.513.

Overtime work shall not be assigned to, or denied, anyone as a reward or a penalty.

### Section 2. Overtime Pay

Overtime pay for FLSA non-exempt employees is equal to one and one-half times the employee's hourly rate of pay.

### Section 3.0 Types of Overtime

#### Section 3.1 Regular (Scheduled) Overtime

Any overtime work scheduled in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime. An employee shall be compensated for every 15 minutes of regular overtime work JAW the provisions of OPM regulations. Any employee, whether exempt or non-exempt, may request compensatory time in lieu of overtime.

#### Section 3.2 Irregular or Occasional (Unscheduled) Overtime

Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work. The employee may request compensatory time off in lieu of overtime premium pay IAW Section 10.0 of this Article. Fifteen minutes shall be the largest increment of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full quarter fraction of an hour.

#### **Section 4. Call-Back**

Call-back overtime is a form of irregular or occasional overtime work performed by Employees on a day when work was not scheduled for the employees, or for which they are required to return to their place of employment after having already concluded their tour of duty and departed the work site. In call-back overtime situations, employees will be paid a minimum of two hours of overtime upon their arrival at the worksite.

#### **Section 5. Distribution**

Overtime work shall be scheduled in an equitable manner, consistent with the needs of the Employer, from among qualified employees in the unit. Employees in the "organizational segment" where the overtime is to be performed will have first choice for the overtime. Employees will be offered overtime on a rotating basis IAW their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for overtime work, the Employer will assign the overtime based on SCD and skills (senior down).

When the workload of a particular organization is such that regular and/or recurring overtime will be required, the first line supervisor will develop a roster that identifies employees by skill and SCD who can perform the overtime work. This roster will be used for both scheduled and unscheduled overtime. These rosters will be maintained by the supervisor and updated as Employees change.

#### **Section 6. Records**

Records of overtime offered, worked and refused will be kept by the Employer and may be reviewed by the Union upon request. These records will be kept based on work center or organization and include overtime worked where employees from different work or cost centers also worked. The IMCOM Request Authorization and Report of Overtime and Compensatory Time form, will be used to request and record overtime and compensatory time. Records will be maintained IAW AR 25-400-2, Army Records Information Management System.

#### **Section 7. Disputes**

Nothing in this Article precludes or impairs non-exempt employees from filing a claim for overtime under the following conditions: suffered or permitted work, and work employees are induced to perform by virtue of the situation in which they are placed by management's requirements.

The Negotiated Grievance Procedure is the exclusive remedy for the resolution of disputes concerning overtime.

When an employee is denied overtime work in violation of the provisions of this Agreement, the employee may receive back pay for the overtime work not performed, IAW Government regulations.

#### **Section 8. Notice**

In the offer or assignment of overtime on days outside of the basic workweek, the Employer will notify the affected employee 48 hours in advance, except in cases of

unforeseen mission requirements. When overtime is to be performed on a holiday, normally at least two days of advance notice will be given to the employee affected, except in cases of unforeseen mission requirements.

#### Section 9. Impact on Leave

Leave usage or balance will not be a factor in offering or assigning employees overtime. However, employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for unforeseen mission requirements. Overtime in conjunction with leave usage in the same pay period is permitted.

#### Section 10.0 Compensatory Time in Lieu of Overtime Pay

Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work (i.e., 1 hour and 15 minutes of overtime work yields 1 hour and 15 minutes of compensatory time). The following pertains to such compensation for overtime work:

**FLSA Non-Exempt Employees:** The Employer will normally provide overtime pay for all overtime work performed by non-exempt employees. After considering mission requirements, the Employer may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Employer will consider employee requests for compensatory time off in lieu of overtime pay as long as the request is made in writing by the employee. If the employee elects compensatory time in lieu of overtime, the employee will use up the compensatory time if they choose to take leave before applying any annual leave.

#### Section 10.1 Overtime Versus Compensatory Time

The Employer may announce in advance of offering overtime work that it will only compensate employees with compensatory time and that overtime pay will not be available. In that case, FLSA Non-Exempt employees can decline. Such declination will not be held against the employee and the declination will not affect eligibility for future offers of overtime.

#### Section 10.2 Timeframe for Using Compensatory Time

Compensatory time normally will be used within 26 pay periods of the date earned. Compensatory time limits may cross fiscal years. All compensatory time not scheduled and used by the employee within those 26 pay periods will be handled in accordance with law, which will result in the compensatory time either being lost (travel compensatory time) or converted to overtime, computed using the employee's rate of pay when the overtime was earned.

#### Section 11. Standby Duty

An employee will be considered on duty and time spent on standby shall be considered hours of work if conditions listed under 5 CFR 550.112(k) or 551.431 are met.

## **Section 12.0 On-Call Status**

An employee will be considered off duty (5 CFR 550.112(1)), and time spent in an on-call status shall not be considered hours of work if:

- (a) The employee is allowed to leave a telephone number or to carry an electronic device supplied by the Employer for the purpose of being contacted, even though the Employee is required to remain within reasonable call-back radius.
- (b) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another qualified person.
- (c) Employees are not entitled to any additional compensation for time spent in an on-call status.

The on-call roster will be based on Service Computation Date by skill sets. The calendar will be posted on the first pay period of September. Employees will have 14 calendar days to request changes to their position on the calendar prior to October 1 when on-call roster will go into effect. SCD will always prevail during selection of weeks assigned.

## **ARTICLE 17 EMERGENCY EMPLOYEES**

### **Section 1. General**

The designation of "Emergency Employees" will apply to those individuals having specialized skills for those functions which must continue to be manned in the event of adverse weather conditions and other emergency situations. This designation will appear in the employee's PD under conditions of work.

By October 1st, the Employer will provide the Union the list of positions/employees that will be designated as Emergency Employees for the upcoming fiscal year. The Union may request a meeting within 14 calendar days after receiving the finalized list to bargain to the extent within the law. Employees will be designated in writing (see Appendix F) each year by October 31st. Employees who disagree with the designation of their positions as essential still have the option to submit a grievance using the Negotiated Grievance Procedure outlined in this Agreement.

If OPM or the Joint Base Commander declares a hazardous weather condition or an emergency situation exists or is immediately threatening, those employees who are designated as an Emergency Employees may be told to remain on duty or report to work as usual if they support the hazardous weather or emergency situation. Supervisors will take into consideration the distance that employees live from the base and the safety of employees when requesting them to report to work.

### **Section 2. Authorized Use of Facilities**

During severe inclement weather at JBM-HH and Fort McNair, the Joint Base Commander may authorize employees to utilize dining facilities and rest quarters to the maximum extent possible.

### **Section 3. Reduced Operations**

The Joint Base Commander will determine as early as possible whether JBM-HH and Fort McNair, D.C., will be on reduced operations. Announcements will be made through local news media as soon as possible as to whether non-essential personnel will be granted delayed arrival or unscheduled leave.

### **Section 4. Workplace Closings**

Workplace closings will be IAW the Washington D.C. Area Dismissal and Closure Procedures issued by OPM. Employees designated as Emergency Employees will follow Agency guidelines for reporting established by the Employer that may be different from OPM.

## **ARTICLE 18 REDUCTION IN FORCE (RIF)**

### **Section 1. General**

A RIF will comply with all Statutes and Government-wide regulations in effect as of the effective date of this Agreement, and the provisions of this Agreement. This Article is intended to establish and describe procedures the Employer will take in the event of a RIF. It is also intended to establish a balance to protect the interests of employees while allowing the Employer to exercise its rights and duties in carrying out the mission of the Agency.

### **Section 2. Avoidance of RIF**

To the extent that is practical and not prohibited by law, and without interfering with the accomplishment of the Agency's mission, the Employer will resort to a RIF only after all other means of managing with the cause for considering a RIF have been exhausted.

To minimize the adverse impact on employees, the Employer shall, whenever possible, accomplish the goals otherwise achieved by a RIF through attrition and cost reduction efforts before abolishing positions.

If management is directed to conduct a RIF, they agree to utilize the LMF to seek input from the Union as part of any proposed study. The results of the study to the extent allowed under law and regulation will be shared with the Union, who will then be afforded an opportunity to comment.

### **Section 3. Reasons for a RIF**

For purposes of this Agreement, RIF shall have the following meaning IAW 5 CFR 351. RIF means the release of a competing employee from his competitive level by:

- (a) Separation;
- (b) Demotion;

(c) Furlough for more than 30 consecutive days, (or more than 22 workdays if done on a non-continuous basis) (See Article 25); or

4. Reassignment requiring displacement when the release is required because of:

- (a) Lack of work;
- (b) Shortage of funds;
- (c) Insufficient personnel ceiling;
- (d) Exercise of re-employment rights or restoration rights;
- (e) Reclassification of an Employee under circumstances described in 5 CFR 351.201.

#### Section 4. Information to Be Provided to the Union

The Employer will notify the Union of any RIF as far as possible in advance of notification to affected employees. The information to be provided to the Union will include:

- (a) The specific reasons why the Employer considers a RIF to be necessary;
- (b) The competitive area in which the RIF will be conducted;
- (c) The competitive levels to be initially affected;
- (d) The number and work location of employees involved;
- (e) The retention registers that were created for the RIF;
- (f) The proposed effective date; and
- (g) All actions considered, adopted, or rejected before deciding to conduct a RIF, and the reasons for the adoption or rejection.

The Employer will also provide updated information to the Union concerning the RIF as soon as such information becomes available including but not limited to additional positions affected, the names of affected employees, revised dates, and listings of job offers made.

#### Section 5.0 Information Provided to Employees

##### Section 5.1 Notification Timeframes

An Agency must give an employee at least 60 calendar days specific written notice before the employee is released from the competitive level by a RIF action.

If faced with an unforeseeable situation (i.e., a natural disaster), the Agency may, with OPM approval, give the employee a specific RIF notice of less than 60 calendar days, but at least 30 calendar days, before the effective date of the RIF.

##### Section 5.2 Early Retirement and Buy-Outs

If early retirement or buy-out opportunities are offered to employees prior to the issuance of a RIF notice, the Employer will provide a briefing(s) for employees. Eligibility requirements and the application processes will be explained. The effects of a buyout or early retirement on severance pay, reemployment, and continued health insurance coverage will be presented. A representative of the Employer will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via email to all Employees

who were invited to the briefing. In addition, the Employer will designate someone who will receive and respond to additional employee questions. A representative of the Union will be invited to attend these briefings and will be given 30 minutes at the conclusion of the briefing to speak with the employees without any management representative being present.

### **Section 5.3 Briefings**

The Employer will provide a briefing(s) for the affected employees to explain the RIF process no less than two business days prior to issuing the RIF notices. The Employer will explain how RIF retention is determined, the scope of the particular RIF, employee placement opportunities, severance pay computations and services to employees who are designated for separation in the RIF. A representative of the Employer will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via email to all employees who were invited to the briefing. In addition, the Employer will designate someone who will receive and respond to additional employee questions. A representative of the Union will be invited to attend these briefings and will be given 30 minutes at the conclusion of the briefing to speak with the employees without any management representative being present.

### **Section 6.0 Registers and Other Records**

Registers and other records concerned with the RIF will be maintained for inspection IAW Army Records Information Management System (ARIMS) in the CPAC. Employees and their representatives will be permitted to inspect not only the register for their own competitive level, but also other registers and records which have a bearing on RIF actions in their specific case. The Employer shall make available for review a copy of all retention registers affecting employees simultaneously with the issuance of RIF notices to affected employees. Documentation may only be released IAW the provisions of the Privacy Act of 1974 and/or 5 CFR Part 297.

### **Section 7. Minimum Disruption and Dislocation**

RIFs will be administered in a manner which will affect the necessary reductions in personnel strength with a minimum of disruption to the mission and of dislocation of employees.

### **Section 8. Employer's Authority**

RIF procedures do not suspend the employer's authority and responsibility to take other legitimate actions IAW the law, such as reassignment, change of duty station, or demotion for unacceptable performance.

### **Section 9. Funded Vacancies**

Funded vacancies within the competitive area will be used in lieu of RIF to satisfy employees' RIF assignment rights or in lieu of RIF separation.

## **Section 10 Saved Pay**

Employees adversely affected by a RIF shall be informed of their rights to saved grade/pay if offered a position at a lower grade and be informed that refusal to accept the position at a lower grade or with the contractor may adversely affect their entitlements and severance pay.

## **Section 11. Employees near Retirement**

Employees who receive notice of separation who are nearly eligible for retirement will be allowed to use accumulated annual leave to cover a maximum of 90 calendar days in order to become eligible for an immediate annuity. This will allow employees to remain on the employment rolls beyond the date of the RIF if they become retirement eligible before their annual leave runs out.

## **Section 12. CPAC Placement Determinations**

If two or more vacant positions are equal in terms of representative rate, the CPAC will determine the position to be offered, considering the medical and physical condition of the employee and employee preferences when determining placement suitability.

Materials submitted to the CPAC for inclusion in an e-OPF prior to an established date (publicized at least two weeks in advance) will be considered in determining placement rights.

## **Section 13.0 Employee Personnel Records**

### **Section 13.1 Employee Verification**

As far as possible in advance of an anticipated RIF, the Employer will notify employees of the need to review their personnel records and ensure that these records are complete and accurate. This notice will advise employees to ensure that their records are up-to-date concerning:

- (a) Veterans preference;
- (b) Three most recent performance ratings of record received during the previous four-year period;
- (c) All periods of Federal civilian and military service;
- (d) Completed training;
- (e) Current licenses and certifications; and
- (f) Experience gained outside Federal service.

## **Section 13.2 Resolving Discrepancies**

The Employer will expeditiously resolve any discrepancies raised by the employee.

## **Section 14.0 Use of Vacant Positions**

### **Section 14.1 Filling Vacancies**

In order to minimize displacement actions that would result from a RIF, the Employer will be diligent in searching for vacancies and offering lateral assignments to vacant positions

that the Agency otherwise intends to fill to employees who would otherwise be released from their competitive level.

#### Section 14.2 Restricting Outside Hiring

The Employer will not fill any vacant position in the bargaining unit through outside hiring or through promotion as long as there are employees facing separation in the RIF who are both qualified and available to fill that position.

#### Section 14.3 Waiving Qualifications

Non-mandatory qualifications may be waived in offering vacant positions to employees (except minimum education requirements), when in the opinion of the CPAC or Commander, the employee has the capacity, adaptability, and special skills needed. Both Parties support the goal of maximizing employee retention by waiving qualifications when appropriate.

### Section 15.0 Services to Employees Released in a Reduction-in-Force

#### Section 15.1 Placement Offers

The Employer will be diligent in providing employees with all placement opportunities available under law and regulation.

Employees who receive job offers will have a reasonable amount of time to respond as to whether they will accept or decline the offer. The Department of Defense Priority Placement Program allows up to three days to accept or decline an offer.

Relocation of employees occurring as a result of any action under RIF will be deemed in the best interest of the Government; such employees will be provided with relocation time, reimbursement, and all other benefits provided by law, rule, regulation and/or which are within the discretion of the Agency.

When the Employer assigns an employee to a position which requires a move to another geographic area outside the local commuting area (defined as 50 miles), the employee will receive Permanent Change-of-Station orders which will entitle them to a house hunting trip as part of the allotted Temporary Quarters Subsistence Expenses (TQSE).

The Employer will notify employees of the services available under its Career Transition Assistance Plan and how to obtain them.

The Employer will notify employees of the services available from other agencies under the Interagency Career Transition Assistance Plan and how to obtain them.

#### Section 15.2 Unemployment Compensation

The Employer may request representatives from any Unemployment Insurance Agency in states where employees would file claims to come and make presentations regarding benefits, eligibility requirements, and application procedures.

Employees who are to be released from their competitive level will receive four hours of administrative leave in order to apply for unemployment benefits.

### **Section 15.3 Severance Pay**

The Employer will notify all employees who are separated in a RIF of their rights to receive severance pay under law and regulation. Those who are eligible to receive severance pay will get an estimate of the amount of severance pay that they will receive and information on how these payments will be made.

### **Section 15.4 Employment outside the Agency**

Those employees who cannot be placed within the Agency will receive assistance in finding employment outside the Agency, whether in another Federal agency, a State or local Government, or the private sector. This assistance will include, but is not limited to:

- (a) Resume writing;
- (b) Access to any inter-Agency job centers;
- (c) Coaching in job search and interview techniques;
- (d) Assistance in obtaining copies of performance evaluations; and
- (e) Official time to attend job interviews.

To the extent permitted under law and regulation, the Employer will continue to extend the services of subsections a through e above to employees after the date of the employee's separation.

## **Section 16.0 Notification**

### **Section 16.1 Preliminary Notification to the Union of RIF or Transfer of Function**

1. When it is anticipated that transfer of function out of the commuting area or RIF affecting Bargaining Unit Employee(s) will be necessary, the Union will be given preliminary notification in writing. This notification will be given as soon as practicable, but no less than fifteen (15) calendar days, after the determination by management that a RIF or transfer of function (TOF) is necessary. The notification will contain:

- (a) The reason for the RIF or TOF;
- (b) The approximate number of employees who may be affected initially;
- (c) The competitive areas and level that may be involved initially in a RIF; and
- (d) The anticipated effective date that action will be taken.

2. Management will fulfill any bargaining obligation, to the extent required by the law, which arises as a result of a RIF or TOF.

### **Section 16.2 Notice to Employees**

Affected employees will be given a specific notice in writing no less than sixty (60) calendar days prior to the implementation date of a RIF or TOF out of the commuting area unless circumstances dictate otherwise as explained in paragraph (2) of this Subsection. The notice period begins the day after the employee receives the notice.

The notice will advise employees that they should update their Official Personnel File (OPF) to ensure that their current experience, training, and qualifications are accurate.

When a RIF is caused by circumstances not reasonably foreseeable, the Office of Personnel Management (OPM), at the request of the Agency, may authorize a notice period of less than sixty (60) days before the effective date of release.

#### Section 17. Retention Registers

At least two (2) workdays before the issuance of initial specific notices, the Union will be provided a copy of the annotated retention register(s) to be used to issue specific notices. Amended or revised retention registers will be provided to the Union as soon as possible.

- (a) The retention register will include:
- (b) The Employee's tenure group, competitive level, and original service date;
- (c) The ratings of record used to compute credit for performance;
- (d) The amount of credit for performance; and
- (e) The adjusted service date.

Employees and/or their designated representative will be permitted to review the retention register so that the employee may consider how the competitive level was constructed and how the relative standing of the employee was determined. This includes the right to review the complete retention registers for other positions that could affect the composition of the Employee's competitive level, and the determination of the employee's assignment rights.

Employees' performance ratings of record, due prior to the issuance of specific RIF notices, will be submitted to the servicing personnel office in sufficient time for retention standing to be determined. The due date would ordinarily be no more than fifteen (15) calendar days prior to the issuance date of specific notices.

When employees affected by RIF are in the same competitive level with the same length of service, as augmented by performance credit, and the same subgroup, ties will be broken in the following order:

- (a) Time in grade; and if a tie remains;
- (b) Length of time in the Bargaining Unit; and if a tie remains;
- (c) Length of service.

Employees service computation dates for RIF purposes shall be adjusted for performance in accordance with government rules and regulations.

#### Section 18. Review of Position Descriptions (PD) and Official Personnel Files

Prior to initiating any RIF action, PDs shall be reviewed for accuracy and official personnel folders must be updated to reflect employees' latest experience and training as submitted by the employee on an OF-612, or its equivalent, for use in determining qualifications for other positions. As deemed necessary, the Employer may request employees to update their OF-612 or equivalent.

Section 19. When an employee or the Union believes the Employer has incorrectly applied applicable law, regulation, or this Article in a RIF action, a dispute may be filed pursuant grievance procedures.

## ARTICLE 19 FURLoughs

### Section 1. General

The decision whether to furlough employees and which activities are excepted from a furlough are management rights that are not subject to bargaining (see 5 USC 7106(a)).

For most employees, shutdown furloughs lasting 30 calendar days (22 workdays) or less are covered by OPM regulations under 5 CFR 752, Adverse Action Procedures. Shutdown furloughs lasting 30 calendar days (22 workdays) or less for career appointees in the Senior Executive Service (except reemployed annuitants) are covered under 5 CFR 359, Subpart H.

Shutdown furloughs lasting more than 30 calendar days (22 workdays) are also covered by OPM regulations under 5 CFR 752, Adverse Action Procedures or 5 CFR 359, Subpart H, as applicable. When the shutdown furlough goes beyond 30 calendar days, the Agency should treat it as a second shutdown furlough and issue another adverse action or furlough notice.

### Section 2.0 Administrative Furlough

An administrative furlough is a planned event by an Agency which is designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations. Furloughs that would potentially result from sequestration would generally be considered administrative furloughs.

#### Section 2.1 Identifying Affected Employees

Agencies are responsible for identifying the employees affected by administrative furloughs based on budget conditions, funding sources, mission priorities (including the need to perform emergency work involving the safety of human life or protection of property), and other mission-related factors.

#### Section 2.2 Volunteers for Furlough

An employee cannot request to be furloughed. A furlough is an Agency adverse action that places an employee in a temporary non-duty, non-pay status because of lack of work or funds, or other non-disciplinary reasons. An employee may voluntarily request leave without pay which also places an employee in a non-pay, non-duty status.

#### Section 2.3 Days of Furlough

The Employer and the Union agree that employees should be afforded some say in the determination of when they will take furlough days off. To the maximum extent possible

without creating an adverse impact on the organization, an employee can request continuous or discontinuous furlough days off.

#### Section 2.4 Return to Duty

If an Agency official orders an employee to work during scheduled furlough hours (i.e., to respond to an emergency), the assignment of work cancels the employee's furlough status for the duration of the ordered work, and such work would be subject to normal compensation requirements.

#### Section 2.5 Leave

During an administrative furlough, an employee may not substitute paid leave or other forms of paid time off for any hours or days designated as furlough time off.

#### Section 2.6 Holidays

The general rule is that an employee is entitled to pay for a holiday so long as he or she is in a pay status on either the workday preceding a holiday or the workday following a holiday. The employee is paid for the holiday based on the presumption that, but for the holiday, the employee would have worked.

If a furlough includes both the last workday before the holiday and the first workday after the holiday, the employee is not entitled to pay for the holiday because there is no longer a presumption that, but for the holiday, the employee would have worked on that day.

#### Section 2.7 Unemployment Compensation

It is possible that furloughed employees may become eligible for unemployment compensation. The various State unemployment compensation requirements differ. Some States require a one-week waiting period before an individual qualifies for payments. In general, the law of the State in which an employee's last official duty station in Federal civilian service was located will be the State law that determines eligibility for unemployment insurance benefits. Agencies or employees should submit questions to the appropriate State (Maryland, Virginia or the District of Columbia) office.

#### Section 2.8 Restoration of Leave

Employees should make every effort to reschedule "use-or-lose" annual leave for use before the end of the current leave year. However, if this is not possible due to a lapse in appropriations, employees should request restoration of any lost annual leave.

#### Section 2.9 Alternate Work Schedules

Employees on AWS will be required to return to a regular schedule of five eight-hour workdays for the duration of the furlough. Employees will be restored to their AWS no later than the first full pay period after the end of the furlough.

## Section 2.10 Outside Employment

While on furlough, an employee remains an employee of the Federal Government. Therefore, standards of ethical conduct and rules regarding outside employment continue to apply when an individual is furloughed (see 5 CFR 2635). Before engaging in outside employment, an employee will coordinate with the supervisor who, in turn, will coordinate with the Agency ethics officials to ensure there are no issues. If the ethics official determines that a conflict exists, the supervisor will inform the employee of the issue in writing and not approve the request.

## Section 3.0 Emergency Furlough

A shutdown furlough (also called an emergency furlough) occurs when there is a lapse in appropriations. This type of furlough can occur at the beginning of a fiscal year if no funds have been appropriated for that year; or upon expiration of a continuing resolution, if a new continuing resolution or appropriations law is not passed. In a shutdown furlough, an affected Agency would have to shut down any activities funded by annual appropriations that are not excepted by law. Typically, an Agency will have very little to no lead time to plan and implement a shutdown furlough.

RIF furlough regulations are not applicable to emergency shutdown furloughs because the ultimate duration of an emergency shutdown furlough is unknown at the outset and is dependent entirely on Congressional action, rather than Agency action.

### Section 3.1 Notification

While an employee must ultimately receive a written notice of decision to furlough, it is not required that such written notice be given prior to effecting the emergency furlough or in person. Advance Written notice (including through email) is preferable; but when prior written notice is not feasible, then any reasonable notice (i.e., telephonic, oral, personal email, or by mail promptly after the furlough) is permissible.

The notice must specify the reason for the furlough and state that the usual 30 calendar days advance notice was not possible due to the emergency requiring curtailment of Agency operations.

### Section 3.2 Excepted Employees

In the context of shutdown furloughs, excepted employees are those who perform work that, by law, may continue to be performed during a lapse in appropriations. Excepted employees include employees who are performing emergency work involving the safety of human life, the protection of property, or performing certain other types of excepted work.

Emergency Employees are not automatically deemed excepted employees for purposes of shutdown furloughs. The JBM-HH Commander or designated authority will determine which employees are excepted employees based on the law.

Management will determine who is excepted, as well as the number of employees necessary to carry out the work. The Union will work with management to determine the selection process and ensure that employees are selected first by seeking volunteers, then by SCD, then by management-directed assignments.

Employees who are funded through annual appropriations but are not designated as excepted are barred from working during a shutdown, except to perform minimal activities as necessary to execute an orderly suspension of Agency operations related to non- excepted activities. These employees will be furloughed.

Employees who are neither excepted nor exempt and are scheduled for training during a shutdown furlough must be placed in a furlough status and ordered not to attend the scheduled training. If an excepted employee refuses to report for work after being ordered to do so, the employee will be considered AWOL and will be subject to disciplinary action.

### Section 3.3 Alternate Work Schedule

Employees on AWS will be required to return to a regular schedule of five eight-hour workdays for the duration of the furlough. Employees will be restored to their AWS no later than the first full pay period after the end of the furlough.

### Section 3.4 Receiving Payment for Work Performed

Agencies will incur obligations to pay for services performed by excepted employees during a lapse in appropriations, and those employees will be paid after Congress passes and the President signs a new appropriation or continuing resolution.

Congress determines whether furloughed employees receive pay for the furlough period.

### Section 3.5 Paid Leave

All paid time off during a shutdown furlough period must be canceled because the requirement to furlough supersedes leave any other paid time off rights. The Anti- Deficiency Act (31 USC 1341 et seq.) does not allow authorization of any expenditure or obligation before an appropriation is made unless authorized by law. Therefore, agencies are instructed that during a shutdown furlough, all paid time off must be canceled.

### **Section 3.6 Union Requests for Information**

A Union may request, under 5 USC 7114, the Agency's furlough plan and a list of excepted employees. The Employer will provide data that is normally maintained, reasonably available, and necessary to perform the representational duties of the Union.

The Union must establish a particularized need for the information by articulating, with specificity, why it needs the requested information, including the uses to which the Union will put the information, the connection between those uses, and the Union's representational responsibilities under the Statute. The Union must establish that the requested information is required in order for the Union to adequately represent its members.

## **ARTICLE 20 DETAILS, REASSIGNMENTS, AND VOLUNTARY CHANGES**

### **Section 1.0 Details**

#### **Section 1.1 Definitions**

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 their 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.

An employee who continues to carry out the duties of the position to which permanently assigned and also performs some of the duties of another position for a limited time generally is not considered to be on detail.

#### **Section 1.2 Intent**

Details are intended to meet temporary needs of the Agency's work, program or mission requirements when necessary services cannot be provided by other means. Details can be used in situations such as temporary shortage of military or civilian personnel or emergency work situations.

A copy of the job description or list of duties will be given to the employee before or no later than one pay period after the start of the detail.

Details are not to be used to qualify or prepare employees for promotion or to reassign them to positions with promotion potential.

When it is known in advance that a situation exists which will require an employee to perform higher-graded duties for more than thirty (30) calendar days, a temporary promotion will be made instead of a detail, provided the employee is qualified for promotion. It is also understood that when a position is filled by the detail of an employee to a position of a higher grade and it is not anticipated to last more than thirty (30) calendar days, but in fact does, the employee, if qualified, will then be temporarily

promoted. The necessary pay adjustment will be effective the beginning of the pay period following the 30th day of the detail.

### Section 1.3 Duration and Documentation

When the Employer intends to extend a detail beyond 120 days, it will prepare the SF52 to document the action and give credit to the employee for the work performed. The SF52 will be generated and loaded to the e-OPF by the CPAC and will be visible on CPOL employee link.

### Section 1.4 Choosing Employees

Supervisors are encouraged to ask for volunteers for details. Supervisors will choose an employee or several employees who have the required skills, knowledge and experience to perform the mission. The supervisor will consider the expressed interest and availability of the employees. If the detail requires a change in work schedule, that information will be provided when the supervisor solicits volunteers prior to the selection. Employees will be advised that details will not be offered for the purpose of qualifying or promoting them to positions with promotion potential.

When an employee is selected for a detail, the Union will be provided an opportunity to attend any discussions about duties and expectations if requested by the employee.

Employees do not need to meet qualification standards in order to be detailed. However, employees must meet positive education requirements and special licensure requirements in order to be detailed into a position with these requirements.

### Section 1.5 Communicating Detail Opportunities

1. The Employer will determine where to post the detail. Postings will be done electronically or by bulletin board posting, whichever is available to employees in the area of solicitation.
2. Postings will be for no less than two weeks to allow all eligible employees the opportunity to become aware of and apply for details.
3. After the posting period, the Employer will list the qualified candidates in seniority order. Seniority will be determined by the SCD.
4. If there are a sufficient number of qualified volunteers, the Employer will select the most senior qualified employee(s) who volunteered for the detail, based on the SCD.
5. If an insufficient number of candidates apply for the detail, the Employer will use SCD to select from among equally qualified employees within the area of solicitation.
6. If an employee is absent from the workplace during the solicitation period, the Employee may be allowed to compete for the detail; however, they will not bump other qualified volunteers already on the list for consideration.

## Section 1.6 Performance Rating

For details lasting longer than 120 days, the employee will be given written performance standards for the duties of the detail and will receive a rating during the employee's normal rating cycle.

## Section 1.7 Equipment

If any equipment, as determined by the Employer, needs to be moved with the employee for the term of the detail, the Employer will make arrangements to move the equipment to allow the employee to perform their duties.

## Section 1.8 Higher Graded Duties

Details less than 120 days which require employees to perform duties which are more complex than the duties of their current grade (not to exceed 50%) can be filled in the same manner as Section 1.5.

Details to higher level positions should be made competitively when the duration of the detail and the nature of the assignment are such that the employee can be expected to perform the majority of the grade-controlling duties.

## Section 1.9 Lower-Graded Duties

Performance of lower-graded duties officially assigned by the Employer which are outside an employee's position shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Such performance of lower-graded duties shall not be the basis for a lowered assessment or appraisal of the employee, nor will it adversely affect the employee's ability to apply for and be considered for any job for which the employee would have been eligible had the Employee not been detailed to those duties.

## Section 2.0 Reassignments

### Section 2.1 Definition

Reassignment is the movement of an employee to another position for which that individual qualifies at the same grade level and with an equivalent target grade or equivalent band level, if applicable. On reassignment within the Wage Grade pay system, the employee's salary is set at their existing rate of pay.

A reassignment-eligible is considered a noncompetitive candidate, or is a noncompetitive referral, because the employee has already competed for and currently holds, or has held, an equivalent position to the one being filled. Therefore, a second competition is not required. However, reassignments to restructured positions which are targeted above the grade level currently held by the employee must be filled using competitive procedures. This means that all in-service placement rules apply and competition must occur between all in-service placement candidates within the area of consideration.

## **Section 2.2 Management-Directed Reassignments**

Reassignments can be "management-directed." The Employer may laterally move an employee to another position within the organization or between organizations when the employee's skills can be better utilized in another equivalent position.

An employee reassigned to a different duty station requiring a change in transportation arrangements will be given written notification at least 30 workdays in advance. This only applies to reassignments between JBM-HH and Fort McNair.

Employees affected by a change in duty station may be entitled to relocation expenses IAW the Joint Travel Regulations Civilian Volume II.

## **Section 2.3 Providing Reassignment Listings to the Union**

If the Union submits a written request for a list of employee reassignments, the Employer will provide the type of reassignment, the previously held PD and new PD.

### **Section 3. Voluntary Changes**

Employees may voluntarily request changes in their work assignments in writing. All such requests are subject to management's right to assign employees work and to determine the personnel by which Agency operations will be conducted. Such requests will be considered by the Employer, and a good faith effort will be made to balance the needs of the employee with the Agency's program needs. Employees may voluntarily request changes in their work assignments at any time. Any voluntary changes will be processed IAW applicable laws, rules, regulations, and this Agreement.

## **Section 4.0 Temporary Promotions**

### **Section 4.1 Definition**

A temporary promotion is the temporary assignment of an employee to a higher graded position for a specified period of time, with the employee returning to the permanent position upon the expiration of the temporary action. In order for an employee to be temporarily promoted, the same qualification requirements that are necessary for a permanent promotion must be met. The temporarily promoted employee receives the higher graded salary for the period assigned and gains quality experience and time-in-grade at the higher grade level.

### **Section 4.2 Intent**

Temporary promotions are intended to meet temporary needs of the Agency's work program when necessary services cannot be provided by other means. Temporary promotions can be used to:

- (a) Fill temporary positions;
- (b) Accomplish project work;
- (c) Fill positions temporarily pending reorganization or downsizing; or
- (d) Meet other temporary needs

#### **Section 4.3 Duration**

The initial 120 days of a temporary promotion may be made noncompetitively, which means the selected employee does not have to compete with other employees for the temporary assignment. All time spent on noncompetitive temporary promotions and details to higher graded positions during the preceding 12 months counts toward the 120- day total. If the temporary promotion is extended beyond 120 days, competition is required.

The maximum time period for a temporary promotion is five years, unless OPM authorizes the Agency to make and/or extend it for a longer period. A temporary promotion that was originally made under competitive procedures can be extended up to five years without further competition.

#### **Section 4.4 Temporary to Permanent.**

A temporary promotion may be made permanent without further competition, provided the temporary promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates.

#### **Section 4.5 Performance Ratings**

Employees who are on a temporary promotion will receive performance standards and will receive a special rating at the end of the promotion period.

### **ARTICLE 21 A-76 COMMERCIAL ACTIVITIES**

Contracting out is not subject to the negotiated grievance procedure and any disputes concerning any matter involving the A-76 process must be resolved through the exclusive procedures contained within OMB Circular A-76.

#### **Section 1.1 Applicability**

This Article concerns contracting for work with sources outside the Agency. Work includes any work currently or last performed by federal employees, work similar to that currently or last performed by federal employees, an expansion or surge of work currently or last performed by federal employees, and new work not previously required by the Agency. This Article is applicable whether or not there is a direct or negative effect on current employees and whether or not Agency action adversely impacts current employees. This Article applies to Agency commercial activities and reviews regardless of the authority, or lack thereof, under which the action or review is initiated.

## **Section 1.2 Compliance**

The Employer shall comply with all applicable laws, rules, and regulations in all aspects of the contracting process that are not excluded from collective bargaining under 5 USC 7106(a) or 7117.

## **Section 1.3 Notifications**

The Employer shall notify the Union of new Agency rules, regulations, and policies applicable to sourcing decisions, and changes thereto, at the time they are proposed and at the time they are finalized. Sourcing means the decision to use Agency employees, other federal employees, contractors, or another source to perform work.

When the Employer learns that a bargaining unit function is to be reviewed by the Agency for contracting, the Employer shall notify the Union at the start of the review.

## **Section 2. Service Contract Inventory**

The Employer shall provide the Union with a list of the service contracts that are performed by contractors at the geographic locations where employees are represented by the Union.

## **Section 3.0 Public-Private Competitions**

### **Section 3.1 General**

1. All references to Office of Management and Budget (OMB) Circular A-76 (Commercial Activities) shall also include any successor public-private competition process.
2. The Employer shall provide the Union and affected employees with monthly briefings throughout the competition, from the beginning of preliminary planning to the final performance decision, and throughout the post-competition transition phase. Such briefings shall include, but not be limited to, actions taken since the previous meeting, actions scheduled to take place before the next meeting, and any changes in the A-76 schedule.
3. Before starting preliminary planning under OMB Circular A-76, the Employer shall notify the Union of the decision to begin the A-76 process.
4. At the start of the preliminary planning process, the Employer will provide a briefing to Union representatives and all employees performing the functions being studied on the A-76 process, including but not limited to the overall process, procedures, employee rights, and roles of Agency personnel. This briefing will be considered the place of duty and the Union representatives will be on official time if representing the interests of the Union as opposed to participating as employees.

5. At the start of the preliminary planning process, the Employer shall provide the Union with the tentative schedule for the A-76 process, as soon as available.

### Section 3.2 Competition Start

1. The Employer shall provide the Union and all affected employees written notification of the formal public announcement of an A-76 competition prior to the formal public announcement date. The notification shall include all information contained in the formal public announcement.
2. No later than the formal public announcement date of each A-76 competition, the Employer shall provide the Union a list of Employees performing the functions being studied with the following information about each: job title, PD, grade, step, and work location.
3. When a public announcement is made, the Employer will suspend hiring outside the functions being studied for all positions for which affected employees would likely be qualified. When making decisions on assignments to training, the Employer shall give priority consideration to employees who would be adversely affected by the A-76 study.
4. The Union may appoint a representative to serve on every Performance Work Statement and Most Effective Organization team formed under A-76. If the A-76 competition involves more than one function, the Union may appoint a representative to each team from each function who is qualified in the skills being studied by the team. The Union's representatives to these teams shall be considered full members of these teams and may not be removed or excluded from any activities of the teams without good cause.

### Section 3.3 Competition End

The Employer shall notify the Union and all affected employees immediately upon learning that an A-76 competition has ended or been cancelled.

## Section 4. Direct Conversions

If the Employer contracts with the private sector to perform any work currently or last performed by employees without holding a competition in compliance with A-76, then the Employer shall notify the Union 60 calendar days prior to any such contract or task order being signed by the Agency or any such transfer of work. If such a decision will result in adverse employee action or any change in employee working conditions, the Union shall be allowed to submit alternatives to such adverse action or change in working conditions, and the Employer shall consider these alternatives and provide a written response to the Union regarding these alternatives within 10 calendar days. If the Union is not satisfied with the Agency's response or otherwise believes that bargaining is required, the Parties shall bargain under the terms of this Agreement at the Union's request.

## **Section 5.0 Contracting Out Decision/Reduction-in-Force**

If a decision is made to contract out work, or if a public-private competition results in an in-house win but includes a RIF, the Employer shall comply with all provisions of Article 18, Reduction-in-Force.

## **Section 5.1 Union's Right to Bargain**

The Union retains the right to bargain additional procedures and arrangements for adversely affected employees regarding specific decisions by the Employer to contract out the work of employees as they occur. If the Union chooses to bargain, Employer implementation shall be held in abeyance pending the completion of bargaining, including the resolution of any impasse disputes.

## **Section 5.2 Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP)**

The Agency shall request VERA/VSIP authority from Army for all potentially affected employees as soon as it begins the A-76 process or any review of work for direct conversion to contractor performance without a public-private competition. If authorized, the Employer can offer VERA/VSIP to the affected employees at the time of formal public announcement of the A-76 competition.

## **Section 5.3 Right to First Refusal**

The Agency shall include the contractor's obligation to grant to eligible employees the right of first refusal in all contracts executed with contractors.

No employee entitled to a right of first refusal with a contractor who refuses employment with a contractor shall be denied any rights they might otherwise have under this Agreement or applicable RIF procedures, or any other personnel procedures.

## **Section 6. In-Sourcing**

The Employer shall notify the Union when positions are added under in-sourcing procedures at the geographic locations where employees are represented by the Union. In-sourcing means the transfer of work from sources outside the Agency to Agency employees.

## **ARTICLE 22 FILLING POSITIONS**

The Parties agree that the Employer has the full right to fill vacant positions by promotion, reassignment, temporary promotion, detail or other authorized procedures. Management officials will determine the most effective and efficient method of filling positions, giving

appropriate consideration to filling positions from serviced workforce and IAW OPM and Army directives.

The Employer agrees to provide the Union and employees with a copy of the vacancy announcement once it is published in the vacancy announcement system.

## ARTICLE 23 RETIREMENT

### Section 1.0 Purpose

This Article shall be administered JAW 5 CFR 831 and this Agreement. The purpose of this Article is to clarify certain policies covering retirement for all employees IAW applicable law and regulation.

### Section 2.0 Retirements

#### Section 2.1 Retirement Seminars

The Employer will provide a retirement planning program to be made available at least once per year. The retirement planning program shall include a pre-retirement training seminar, as well as supplemental information materials and sources such as the OPM web site and retirement counseling. Employees in the bargaining unit who are within six years of optional retirement eligibility will be notified by the Employer that, as a result of this Agreement, they are entitled to attend one such retirement planning program on duty hours.

#### Section 2.2 Voluntary or Involuntary Separation

Employees who choose to separate voluntarily or involuntarily (except by retirement) will be informed by the Employer of the Army Benefit Center services and will be provided the necessary contact information.

Employees who are seeking to file for disability retirement will be directed to the servicing CPAC. The Employer will provide the necessary contact information.

#### Section 3. Withdrawal of Retirement Application

An Employee may withdraw a retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and is received by the Employer prior to its having made a commitment to fill the position of the retiring employee.

## ARTICLE 24

### POSITION CLASSIFICATION

#### Section 1.0 General

##### Section 1.1 Notification

Affected employees and the Union will be provided timely notice of position review conducted by the Employer. The Employer will notify the Union when OPM issues changes to job series.

##### Section 1.2 Right to Union Representation

Employees may have the right to Union representation during position review(s).

##### Section 1.3 Substantive Changes

The Employer will notify the Union in writing as soon as possible when substantive changes will be made in the duties and responsibilities of positions held by employees due to reorganization, or when changes in position classification standards result in classification changes, or for any other reason that changes will be made in position classification standards that could result in classification changes.

The Union will be provided with copies of new standards. Current standards will be provided upon request.

##### Section 1.4 Notification upon Completion

When the Employer, through the CPAC, reclassifies a position, the Union will be notified when the classification is completed prior to implementation.

##### Section 1.5 Union Input

The Employer will consider the Union's oral or written views concerning occupational classification standards when making recommendations to the CPAC and will notify the Union, in like manner, of any action taken.

#### Section 2.0 Position Descriptions (PD)

##### Section 2.1 Provision to Employee

All Employees are entitled to a complete and accurate PD, which clearly and concisely states the major and grade controlling duties, responsibilities, and supervisory relationships of the position. This will be provided to the employee at the time of assignment and upon request.

##### Section 2.2 Annual Review

Each position covered by this Agreement will be reviewed annually as part of the performance evaluation process to ensure it is properly classified to the proper occupational title, series, code, and grade IAW OPM regulations.

### **Section 2.3 Provision to Union of Current Position**

Current PDs for bargaining unit positions will be provided to the Union upon request.

### **Section 2.4 Union Review**

The Union will be provided the opportunity to review proposed changes in PDs and copies of updated and new PDs and make recommendations and present evidence concerning the adequacy and equity of PDs. The Union will be given 14 Calendar to review the proposal and offer comments.

### **Section 2.5 Amended and New Position Description Provision to Union**

Whenever an existing PD is amended or new descriptions for employees are developed, the Employer will provide copies of the amended or new descriptions to the Union and affected employees at least 14 Calendar in advance of the proposed implementation.

### **Section 2.6 Equipment Certification Requirements**

The safe operation of equipment operated by an employee is of paramount importance.

Each employee who will be operating equipment that requires certification must be certified before operation of equipment. Any employee who does not meet equipment certification requirements will notify their supervisor.

### **Section 2.7 Employee Inquiries**

If employees have questions concerning their classification or PD, they are entitled to discuss their PD with their supervisor. If employees wish to pursue the matter further, they may request a classification review from the servicing CPAC or file a classification appeal IAW Section 6 of this Article and 5 CFR 511, Subpart F.

## **Section 3.0 Position Review**

### **Section 3.1 Employee Requested Review**

Reviews may occur by request of an employee, Employer or the Union. Employees may request a review by notifying their supervisor. Upon such notification, the Employer will acknowledge receipt of the request within five calendar days. Reviews will be performed as expeditiously as possible.

### **Section 3.2 Notice for Review**

The Employer will give the Union and the employee, who is the subject of a position review, a minimum of 14 days notice prior to the review. Notices will identify the employee, position, the reason the review, why it is being conducted, and a proposed time for the review.

### **Section 3.3 Reassignment during Review**

While a position review is in process, the Employer will not reassign duties for the sole purpose of avoiding reclassification of the position.

### **Section 3.4 Discussion between Parties**

During a position review, the employee and Union representative may discuss the review with the employee's supervisor and other involved Employer officials (i.e., Human Resources staff). Upon completion of the review, the Employer shall designate an official to discuss the findings with the employee and the representative.

### **Section 3.5 Union Requested Review**

The union may request a position review on behalf of one or more bargaining unit employees. The request will be submitted in writing to the Director or his designee. Upon such notification, the Director will acknowledge receipt of the request within five calendar days. Reviews will be performed as expeditiously as possible.

## **Section 4.0 New Classifications**

### **Section 4.1 General**

Classification decisions rendered by the Employer or OPM having the effect of establishing a grade level or functional requirements that did not exist before within an occupation will be forwarded by the Employer to the Union with the basis for that decision.

### **Section 4.2 Effective Date of Promotion**

A promotion resulting from the application of a new classification standard or correction of a classification error will normally be effected no later than the beginning of the second pay period following a management decision to promote the incumbent, provided he or she meets any applicable qualification, performance, or other requirements for the position in question.

## **Section 5.0 Downgrades**

### **Section 5.1 Written Notification to Employee**

An employee whose position is reclassified to a lower grade which is based in whole or in part on a classification decision is entitled to a prompt written notice from the Employer. This includes employees who are eligible for retained grade or pay. The notice will explain:

- (a) The reasons for the reclassification action;
- (b) The employee's right to appeal the classification decision to the Employer (if the Employer has an established appeals system and it has the authority to review the classification decision), or to OPM as provided by regulations, if such appeal has not already been made;
- (c) The time limits within which the employee's appeal must be filed in order to preserve any retroactive benefits under 5 CFR 511.703; and
- (d) Any other appeal or grievance rights available under applicable law, rule, regulation, or this Agreement.

Employees may file a negotiated grievance if their position is being downgraded.

## **Section 5.2 Pay and Grade Retention**

For a downgraded position, the employee's pay and grade will be retained IAW law and regulations.

## **Section 5.3 Priority Referral**

Employees who have been downgraded as a result of a classification action while serving under a career or career-conditional appointment (or one of equivalent tenure) shall be entitled to priority referral for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion under Article Merit Promotion. Such employees shall be entitled to priority referral and consideration only to vacancies for which the downgraded employee is highly qualified up to the grade level or the equivalent level of the position from which downgraded. A listing of the most senior highly qualified downgraded employees will be referred to the selecting official before a competitive promotion certificate is issued and before referral of other candidates not entitled to preferred placement by applicable regulations (i.e. reassignment eligibles). If there are no highly qualified re-promotion eligibles, all qualified eligibles will be referred. The seniority of highly qualified candidates is determined by Service Computation Date (SCD).

## **Section 5.4 Negotiation with Union**

The impact of any notice of downgrading will be negotiated with the Union prior to implementation, IAW Article Rules for Negotiating during the Term of the Agreement.

The impact and implementation of the decision to downgrade may be negotiated with the Union prior to implementation.

## **Section 6.0 Classification Appeals**

### **Section 6.1 General**

Employees may appeal classification decisions that result in a reduction in their grade or pay through Article Negotiated Grievances Procedure or through the administrative process provided for under, 5 CFR 511.101 et seq. Other classification disputes concerning the establishment or change of title, series, grade, or pay system of a position will be processed under 5 CFR 511, Subpart F.

### **Section 6.2 Challenges**

Employees or their designated representative may file an appeal with OPM to challenge either the appropriateness of the occupational series or grade of the employee's position or the inclusion under or exclusion of their position from 5 USC 51 by either the Employer or OPM. However, employees who suffer reductions in grade or pay in part or wholly because of reclassification may opt to resolve disputed classification issues through Article 31, Negotiated Grievance Procedure.

### **Section 6.3 Process**

Classification appeals will be processed IAW 5 CFR 511, Subpart G, for Federal Wage System employees, applicable Agency rules, and the provisions of this Agreement, as appropriate. The Employer will provide employees and their designated representatives

with copies of procedures for filing classification appeals through the Employer and OPM channels upon request.

## ARTICLE 25 MERIT PROMOTION

### Section 1. Purpose

The purpose and intent of this Article are to ensure that merit promotion principles are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, genetic information or sexual orientation and shall be based solely on job-related criteria.

### Section 2. Actions Covered By Competitive Procedures

In accordance with 5 CFR 335.103, competitive procedures will apply to the following types of personnel actions:

1. Time-limited promotions under §335.102(f) of this part for more than 120 days to higher graded positions (prior service during the preceding 12 months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the 120-day total). A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that might lead to a permanent promotion was made known to all potential candidates;
2. Details for more than 120 days to a higher grade position or to a position with higher promotion potential (prior service during the preceding 12 months under noncompetitive details to higher graded positions and noncompetitive time-limited promotions counts toward the 120-day total);
3. Selection for training which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for a promotion as specified in §410.302 of this chapter;
4. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted by reduction-in-force regulations);
5. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service; and

6. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

#### Section 3.0 Actions not Covered by Competitive Procedures

In accordance with 5 CFR 335.103, competitive procedures will not apply to the following personnel actions, which are exceptions to Section 2.0 above.

#### Section 3.1 Career Ladder Promotions

Career ladder promotions are permitted when an employee is appointed or assigned to any grade level below the established full performance level of the position (i.e., the position has a documented career ladder and promotion potential). These promotions may be made non-competitively for any employee who entered the career ladder by:

- (a) Competitive procedures;
- (b) Competitive appointment from a certificate of eligibles (through OPM) or delegated examining authority); or
- (c) Non-competitive appointment under special authority; i.e. conversion of Student Career Experience Program student or Federal Career Intern, appointment of former ACTION Volunteers or Peace Corps personnel (must clear Interagency Career Assistance Plan through an announcement), conversion of a Veterans Readjustment Act appointee and Presidential Management Fellowship Program.

#### Section 3.2 Promotion Based on Reclassification Promotion based on reclassification occurs when:

No significant change occurs in the duties or responsibilities of the position and the position is upgraded due to issuance of a new classification standard, an updated Agency-wide classification policy, the correction of a classification error, or

- (a) The position is upgraded due to accretion of additional duties and responsibilities, and the following provisions are met:
  - (b) The employee continues to perform the same basic functions in the same organization, working for the same supervisor (the duties of the former position are absorbed into the new position, and the former position is abolished);
  - (c) The new position has no promotion potential;
  - (d) The additional duties and responsibilities assigned or accrued by the incumbent do not adversely affect or impact other positions in the unit; and
  - (e) The accretion is supported by a written analysis of the position (which may involve an audit with the employee and/or the employee's supervisor, or other fact gathering method).

#### Section 3.3. Permanent Promotion to a Position Held under a Temporary Promotion Permanent Promotion to a Position Held under a Temporary Promotion occurs when:

- (a) The assignment was originally made under competitive procedures;
- (b) It was known to all competitors at the time that the assignment may lead to a permanent position.

### **Section 3.4 Other Actions Not Covered by Competitive Promotions**

1. Temporary Promotion of an employee for less than 120 days; or for more than 120 days to a grade level previously held on a permanent basis.
2. Placement as a Result of Priority Consideration when the referral is a remedy for candidates not given proper consideration in a competitive promotion action.
3. RIF placements which result in an employee receiving a position with higher promotion potential.
4. Promotion to a grade previously held on a permanent basis in the competitive service, from which the employee was separated or demoted for other than performance or conduct reasons.
5. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having no higher promotion potential than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service and did not lose because of performance or conduct reasons.
6. Promotion resulting from successful completion of a training program for which the employee was competitively selected.
7. Selection from the Re-employment Priority List at the same or lower grade level than the position from which separated.
8. Reinstate to any position if a career or career conditional employee who served under a career Senior Executive Service appointment consistent with 5 CFR 335.103(c)(3).
9. Promotion as a legal remedy as ordered and agreed upon in a legal or administrative proceeding.
10. Details for 120 days or less to a higher graded position or to a position with known promotion potential.

### **Section 4.0 Priority Consideration Before Using Competitive Procedures**

#### **Section 4.1 Involuntarily Demoted Employees**

Employees who are involuntarily demoted in the Agency without personal cause or who are in grade retention status are entitled to consideration for re-promotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

#### **Section 4.2 Employees Not Given Proper Consideration**

An employee who would have been referred but was not given proper consideration due to a procedural violation or error in a previous competitive placement action, may be given advanced consideration for the next vacancy which becomes available in the same occupational family as the position denied. This means that the employee may be

referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of advance consideration, the employee is promoted or reassigned noncompetitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the advance consideration.

#### **Section 5. Scope of Competition**

Each vacancy may be advertised in a geographic/organizational area large enough that a reasonable number of highly qualified candidates may be anticipated and given an opportunity to compete.

#### **Section 6.0 Vacancy Announcements**

The Employer, when possible, will post vacancy announcements on workplace bulletin boards. In general, vacancy announcement may be open for 10 workdays but may be posted for fewer days for internal temporary promotions. Supervisors in the affected organizations will alert their employees of the opportunity when the position is posted to the bulletin boards.

#### **Section 6.1 Open and Continuous Announcements**

Open continuous announcements and announcements for OPM standing registers may be used.

#### **Section 6.2 Amending Vacancy Announcements**

If a vacancy announcement has been posted and is later found to contain a substantial error, then the announcement will be amended. The amendment should cite the change(s) and indicate whether or not the original applicants need to re-file in order to be considered. An amended announcement may be open for 10 days, and the amended announcement will be posted on the Employer bulletin board(s).

#### **Section 6.3 Cancellation**

Notice of cancellation of vacancy announcements will be posted in the same areas as the announcements.

### **Section 7.0 Employee Applications**

#### **Section 7.1 Filing an Application**

To be considered for a vacancy, an employee must submit the appropriate application as described in the announcement.

#### **Section 7.2 Electronic Application**

The Employer will give employees access so they may use Agency computers to complete automated applications under this article. Access includes a reasonable amount of time during an employee's non-duty status (i.e. breaks, lunch) to prepare or modify their application.

#### **Section 7.3 Time Limits**

The time limits for filing for a posted vacancy are as follows:

1. Open Continuous Announcements. An employee may file at any time as outlined on the vacancy announcement.

2. Individual Announcements.

(a) In those instances where only electronic applications are utilized, the closing date reflected on the vacancy announcement will be the acceptance deadline.

(b) In those instances where employees mail in their applications, they must be postmarked by the closing date shown on the vacancy announcement.

#### Section 7.6 Position Eligibility

Any employee may compete for both Wage Grade (WG) and General Schedule (GS) positions.

#### Section 8.0 Establishing the Best Qualified List

To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and selective placement factors identified as essential for successful performance in the announcement.

Assessment criteria used to evaluate candidates must be fair, job-related, and applied equitably.

#### Section 8.1 Job Analysis

A job analysis must be conducted to determine the competencies required for the position. This may include the knowledge, skills, abilities, and other characteristics and (if applicable) selective factors required to identify the best-qualified candidates for the position to be filled. Job analysis requirements shall conform to the Uniform Guidelines on Employee Selection Procedures at 29 CFR 1607 and 5 CFR 300, Subpart A.

#### Section 8.2 Rating of Qualified Candidates

Qualified candidates competing for promotion shall be rated to determine their possession of the competencies required to be referred to the selecting official.

#### Section 9.0 Selection Procedures

##### Section 9.1 Interviewing

1. The selecting official may interview one or all candidates who are referred unless:

(a) The selecting official has the knowledge of the candidate's experience, knowledge's, skills and abilities relative to the position being filled; or

(b) The selecting official has previously interviewed the candidate for a position in the same occupational family within the preceding 12 months.

2. The selecting official will ask valid job-related interview questions that allow for an objective evaluation of the candidate's competencies as they relate to the position being filled.

3. When a face-to-face interview is not possible, a telephone interview may be used.

## **Section 9.2 Selection**

The selecting official has the right to select or not select any candidates referred. However, the selecting official will give consideration to the candidates' fitness and qualifications, without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying handicapping condition, sexual orientation, genetic information or age. The selection shall be based solely on job-related criteria.

1. When the Union submits a formal information request, a written rationale of the selection(s) or decision not to fill will be provided. If a rationale is prepared, it may be made a part of the referral list electronic response file.
2. As soon as practical, a selecting official will render a decision of the best-qualified list or of completion of all interviews.
3. Any offers will be generated by the CPAC. Communications will occur between the prospective employee and the CPAC through in-processing.

## **Section 9.3 Release and Notification of Applicants**

In general, employees transitioning may be held by the losing Agency for up to two pay periods, if for a promotion only one pay period. If the employee is transitioning to another Agency outside the Army, the gaining organization may not be held to the same transition periods.

The CPAC will work with program officials to establish mutually-agreeable release dates based on mission and program requirements.

## **Section 10. Information Regarding a Selection**

The CPAC will provide the information in this section in a reasonable period of time. Only the CPAC may transmit information concerning a selection to any applicant or authorized person. The selecting official will not discuss the action until after the CPAC has reviewed the selection and notified the selecting official that an offer may be made to the selectee(s).

## **Section 11.0 Career Ladder**

It is the policy of the JBM-HH to provide appropriate opportunities for employees to develop and advance in their careers.

Employees in career ladder positions will be given maximum opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will discuss the job requirements and expectations for the employee to reach the next higher level. The supervisor will hold these discussions at each level of the employee's progression within the career ladder.

## **Section 11.1 Progression within a Career Ladder**

Career ladders are not automatic. An acceptable level of performance must be demonstrated for progression. Employees in career ladders will clearly demonstrate the

ability to perform at the next higher grade level before being promoted to the next grade in the career ladder. Once the promotion has been made, supervisors will assign work at the new grade level.

At the time an employee meets legal promotion requirements, the supervisor will make a decision to promote or not to promote. This decision will be made in a timely manner.

### Section 11.2 Ongoing Feedback

The supervisor may provide feedback to the employee about their performance in the career ladder position at 90 days and then periodically thereafter.

### Section 12.0 Failure to Meet Promotion Criteria

Employees not meeting the criteria for promotion will be counseled by their supervisor regarding areas needing improvement before the promotion can be effected IAW applicable law; rules, or regulation.

### Section 12.1 Promotion Decision

At the time the employee reaches their promotion eligibility, the Employer will decide whether or not to promote the employee.

1. If an employee is certified as successful and is meeting the promotion criteria in the career ladder plan, the Employer will certify the promotion which will be effective at the beginning of the first pay period after the requirements are met.

2. If an employee is not meeting the criteria for promotion, the employee will be provided with a written notice at least 90 days prior to the promotion eligibility. The written notice will state what the employee needs to do to meet the promotion plan criteria.

(a) If the employee is making progress, the supervisor will ensure that he or she has the opportunity to acquire pertinent skills and knowledge and to demonstrate that he or she meets promotion requirements as soon as is feasible.

(b) If the employee is not meeting promotion criteria, the provisions in paragraph 2 are applicable.

(c) In the event the employee met the promotion criteria, but the appropriate management official failed to initiate the promotion timely, the promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.

3. Any time a supervisor and/or employee recognize the employee's need for assistance in meeting the career ladder advancement criteria, the supervisor and employee will develop a plan tailored to assisting the employee in meeting the criteria. The plan should include all applicable training, as well as any other appropriate support. At the request of the employee, the Union may provide assistance.

4. If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Employer will:

- (a) Provide the employee with additional time to meet the promotion criteria; or
- (b) Assign the employee duties commensurate with their current grade.

- i. The career ladder plan may be suspended, and the employee will remain at the level initially attained within the career ladder; or
- ii. The employee may be assigned to another position at the same grade and step.
- iii. In either case, the employee may be reinstated back into the career ladder plan.

#### Section 13. . Compensation

An employee's level of compensation upon promotion shall be set IAW applicable regulations.

#### Section 14. Promotion Records for Positions

In accordance with 5 CFR 335.103, a file sufficient to allow for reconstruction of the competitive action will be kept for at least two years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint.

#### Section 15. Information on Promotion Actions

Upon completion of the selection process, the Union may request the information used by the Employer to make the selections under FOIA. The Employer will provide the requested information consistent with the requirements of law.

## ARTICLE 26 PERFORMANCE MANAGEMENT

#### Section 1.1 General

The Employer and the Union are committed to providing quality public service. Accomplishment of the JBM-HH mission should be achieved in an environment that recognizes the value of its employees and the importance of teamwork.

#### Section 1.2 Employee Performance Objectives

Performance of employee objectives is a function of systems implemented and administered by management, as well as individual performance plans by motivated, trained, and valued individual employees. Improvement in organizational performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate. Consistent with the Employer's commitment to an environment that promotes teamwork, the accomplishment of group or team objectives in addition to, or supplemental to, individual performance, will be the cornerstone of any performance assessment.

#### Section 1.3 Performance Assessment System

The purpose of the performance assessment system in this Article is to provide a framework to ensure honest feedback and open, two-way communications between

employees and their supervisors (or other rating officials). The system focuses on contributions within the scope of the employee's job description in achievement of the Employer's overall service mission. Accomplishment of objectives is intended to be achieved within a teamwork environment. The main emphasis of this system is day-to-day interaction among employees and supervisors, which includes the implementation of modern and flexible work practices where the Employer's objectives are emphasized by progressive personnel management.

#### Section 1.4 Performance Assessment System Emphasis

This system will be a positive building block in the foundation of a relationship based on shared interests and mutual objectives. The assessment system will emphasize:

- (a) Employee development;
- (b) Administrative simplicity;
- (c) The supervisor's role as team leader and coach;
- (d) Overall Employee contributions;
- (e) Recognition of special skills and contributions, such as translation and interpretive activities done as part of or in addition to regular job duties; and
- (f) Unit and group achievement of the Employer's mission.

#### Section 1.5 Performance Assessment System Prohibitions

The assessment system will not:

- (a) Be used as a disciplinary tool;
- (b) Foster individual competition;
- (c) Be based on numerical goals and/or numerical performance levels not contained in the employee's own performance standards;
- (d) Be punitive, adversarial or overly labor-intensive;
- (e) Apply absolute performance standards except where they are crucial to the mission; and
- (f) Be based on expectations or requirements that are unrealistic and unattainable by most employees working under normal conditions.

#### Section 1.6 Forced Distribution

The Employer will not prescribe a distribution of levels of ratings for employees covered by this Agreement. Each employee's performance will be judged solely against their performance standards.

### Section 2. Policy

The provisions of this Article apply to all employees in the competitive and excepted service, except Employees excluded by law.

The Employee Performance Management System (PMS) and its application will be related to the employee's PD.

### **Section 3. Definitions**

Terms used in this Article that relate to the PMS, such as appraisal, critical element, or performance rating, will have the same meaning as in Government-wide regulations, to the extent applicable.

### **Section 4. Critical Elements**

Critical elements are those work assignments or responsibilities of such importance that unacceptable performance on one or any part of the element would result in a determination that the employee's overall performance was unacceptable.

All critical elements to be used for performance appraisals will be directly related to the employee's assigned PD. The supervisor or other appropriate management official will accurately identify the duties assigned to the employee and communicate them to the employee at the beginning of the rating period or whenever elements or expectations change during the rating period.

To the maximum extent possible, the critical elements will be consistent for standard or like positions. Variations from these critical elements will be based on real differences in the job.

### **Section 5. Performance Standards**

To the maximum extent possible, performance standards must be based on objective, reasonable, and measurable criteria, and provide a clear means of assessing whether or not objectives have been met.

To the maximum extent possible, the performance standards will be consistent for standard or like positions. Variations from these performance standards will be based on real differences in the job.

Application of all performance standards shall be fair and equitable and consistent with regulatory requirements.

### **Section 6. New and Revised Critical Elements and Performance Standards**

Management will notify employees in writing of the intent to change their performance objectives and add/delete expectations. The intent is to notify the employee in writing before the actual performance objectives are altered, and does not prevent management from assigning work.

## **Section 7.0 Communications**

### **Section 7.1 Employee Participation in Establishing Performance Standards**

Prior to receiving their performance plans, employees will be provided an opportunity and encouraged to participate in the establishment of their performance standards. Rating officials will give serious consideration to suggestions made by the employees.

## **Section 7.2 Initial Counseling**

At the beginning of every rating period, or within the first thirty days of employment for new employees, employees will meet with their rating official regarding the employee's job functions and responsibilities. The rating official will present to the employee a proposed performance plan, which contains the critical elements, and other performance elements, as well as the performance standards for each of these elements. Employees may propose any recommended changes, deletions or additions, as well as justification for the recommendations. If recommendations are not adopted, the rating official will provide an explanation.

## **Section 7.3 Expectations**

At the beginning of every rating period or upon entering on duty, employees will meet with their rating official regarding their job functions and responsibilities. During this meeting, the rating official and the employee will have oral discussions to explain, clarify and communicate the employee's job responsibilities to ensure there is a clear and common understanding of the duties and responsibilities contained in the employee's PD and performance plan and their relationship to the Agency's mission. The employee will be given sufficient information to allow them to understand how to meet expectations of performance and how to exceed them.

## **Section 7.4 Change in Work Situation**

Subsequent discussions between the employee and rating official will be held, and critical elements or performance standards may be changed when there is a change in the work situation including but not limited to:

- (a) Change in the supervisor of record;
- (b) Detail;
- (c) Change in the component's goals or objectives;
- (d) Change in assignments;
- (e) Change in the work process or new technology;
- (f) Employee return from an extended absence of 90 days or more.

## **Section 7.5 Ongoing Performance Discussions**

Informal discussions are a standard part of supervision and should occur throughout the annual assessment period. Discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or employee. Discussions may be held one-on-one or between a supervisor or rating official and a work group if employees request a discussion with the rating official to discuss their performance. The Employer will notify the requester in writing if a meeting will not be held and the reason(s) why.

Discussions should be candid, forthright dialogues between the supervisor or rating official and employee(s) aimed at improving the work process or product and developing the employee. The discussion will provide the opportunity to assess accomplishments and progress and identify and resolve any problems in the employee's or work team's work product.

Where indicated, the supervisor or rating official should provide additional guidance aimed at developing the employee(s), removing obstacles and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of their work performance and offer suggestions for improving processes.

## Section 8.0 Performance Process

### Section 8.1 Annual Performance Rating

All employees will receive an annual performance rating based on their grade.

Base System employees defined as-WGMJL will be rated on the JBM-HH pre-established 12-month rating periods.

The performance rating will be issued in writing to employees within 45 calendar days of the end of the assessment period. This period will be extended where an employee is subject to a Performance Improvement Plan (PIP) under Section 10.0, and the established ending date would not afford a reasonable opportunity to demonstrate improved performance.

### Section 8.2 Performance Plan

New employees must be working under a performance plan for a minimum of 120 calendar days before a rating can be given.

When an employee's performance plan changes less than 120 days before the end of the rating period, the employee will be evaluated based on those parts of the performance plan that had previously been in place. In rare instances, rating periods may be extended if changes to the performance plan are changed shortly before the normal period ends.

### Section 8.3 Performance Evaluation

When assessing performance, the Agency will consider and make allowances for factors which affect performance that are beyond the control of the employee.

In evaluating their performance, employees will not be responsible for matters beyond their control.

### Section 8.4 Midpoint Review of Performance Objectives

Rating officials will meet with employees to review performance objectives at least once during the rating period. This review will be made at the approximate midpoint of the rating period. Additional progress reviews may be made, and one is required if the rating official believes the employee is not performing at a "Fully Successful" level. The progress review will indicate to the employee what the employee's rating would be at that time for each critical job element and what would be necessary for the employee's performance to improve. If, at the time of a progress review, the supervisor is aware of instance(s) of performance deficiency, it will provide that information to the employee during that progress review. Otherwise, the information will not be used to adversely affect the performance rating.

## Section 8.5 Employee Accomplishments

Employees are encouraged to submit their accomplishments in a timely manner to the supervisor after the end of the rating cycle.

Employees will be given an opportunity to review the performance rating at the end of the rating cycle before signing. Employees understand that failure to sign the appraisal does not prevent management from filing the appraisal.

## Section 9. Uses of the Performance Rating

The performance rating given to Employees under this performance assessment system is used for a number of purposes.

1. Within-Grade Increase (WIGI). An Employee who has attained a rating of at least "Fully Successful" has achieved an acceptable level of competence and will be entitled to appropriate WIGI.
2. The rating of record will be used in consideration for appropriate awards, promotions, and other personnel actions.
3. This performance rating will be considered in making determinations regarding RIFs within the Agency.
4. The rating of record may be used in evaluating candidates who are under consideration for a federal job.

## Section 10.0 Performance Improvement Plan (PIP)

### Section 10.1 General

It is the responsibility of the Employer to monitor employee performance throughout the rating period. If at any time during the rating period the rating official determines that an employee is performing at an unsuccessful level in one or more critical element, the rating official will call for a meeting with the employee to discuss the employee's performance.

Since a PIP meeting is not disciplinary or investigatory in nature, the Employer is not obligated to allow Union representation. The purpose of the meeting is to explain management expectations (in a written document) of the employee and describe any specific efforts the Employer will be making to assist the employee in improving his or her performance.

When a PIP results in an adverse action, the employee is entitled to Union representation.

The rating official or supervisor (if different from the rating official) will meet with the personnel specialists and LMER to identify the specific problem, determine the root cause, and develop a written improvement plan to resolve the problem. Management may request clarifying information from the employee as part of the development of the plan.

## **Section 10.2 Components of a PIP**

1. The improvement plan will identify the critical element for which performance is unacceptable and inform the employee of the performance requirement or standard that must be attained in order to demonstrate acceptable performance. It will state which assigned tasks demonstrate the unacceptable performance and how they relate to an identified job requirement, element, and standard, as applicable. The plan will state that unless performance in a critical element improves to and is sustained at an acceptable level for a minimum period of one year, the employee may be reduced in grade, reassigned or removed from Federal service.

2. The improvement plan will afford the employee a reasonable opportunity, generally 60 to 120 calendar days, to resolve the identified performance related problem. During this period, the employee will be deemed to be performing at a "Fully Successful" level for purposes of any performance-related personnel actions and will not be subject to any adverse personnel action based on performance-related problems. This "Fully Successful" level will not constitute a rating of record, as the PIP is addressing the critical element that needed improvement. The rating of record will reflect the entire performance standard.

3. The improvement plan will be tailored to the specific needs of the employee and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, or other assistance as appropriate.

4. The improvement plan will state which supervisor or management officials will be available to guide, coach, and otherwise assist the employee in reaching "Fully Successful" performance, what specific assistance will be provided and when employees may request additional assistance.

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

## **Section 10.3 Purpose of the PIP**

The purpose of the performance improvement period is to help the employee improve, rather than for the supervisor to accumulate documentation as the basis for a future performance-related adverse action. Supervisors need to provide employees independent opportunities to improve without providing excessive control of daily activities.

## **Section 10.4 Conclusion of PIP**

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

## **Section 10.5 Unable to Make an Assessment**

If, following the performance improvement period, the rating official is unable to make an assessment that the employee is successfully performing critical job duties and

responsibilities, the rating official will give the employee a documented performance interview communicating this determination. In that case, it is appropriate to extend the assistance period until an assessment can be made, consistent with law. In no case will the performance improvement period extend beyond six months.

#### Section 11.0 Within-Grade Increase (WIGI)

##### Section 11.1 Policy

Employees will receive a WIGI upon completion of the required waiting period, provided they have achieved an acceptable level of competence, defined as "Fully Successful" performance; and they have not received an equivalent increase in pay during that required waiting period.

##### Section 11.2 Approval

A notice of a proposed adverse/disciplinary action that is not based on performance is not a bar against a favorable determination of acceptable level of competence for purposes of WIGI. If the official determines that the employee has met an acceptable level of competence, the WIGI will be effective as of the first day of the first pay period after that determination.

##### Section 11.3 Denial

Denial of a WIGI is not to be used as a punitive measure or for an act of misconduct in lieu of appropriate disciplinary actions.

##### Section 11.4 Reconsideration

The formal request for reconsideration should be submitted in the form of a grievance, either through a negotiated procedure or through locally-established procedures required by DOD CPM 1400.25M, subchapter 771. They will be allowed a reasonable amount of time to review the materials relied upon in reaching the negative determination and to prepare a response.

#### Section 12.0 WIGI Determinations

##### Section 12.1 Less than 120 Days of Supervision

When an employee has been assigned to a current supervisor for fewer than 120 days, and that supervisor cannot adequately assess the employee's performance, the supervisor shall secure the written views of the employee's prior supervisor before making a performance determination.

##### Section 12.2 Postponement

If either of the below conditions exist, the supervisor will notify the employee in writing of the postponement and the reason(s) for it:

- (a) An employee's performance is less than satisfactory and the employee has not been given a performance plan or otherwise told of the specific requirements for "Fully

"Successful" performance at least 30 calendar days before the end of the waiting period; or

(b) An employee has been reassigned or demoted because of unacceptable performance and is or will be eligible within 60 days for a WIGI. In this case, the LMER notifies the supervisor of the requirement to postpone.

When the employee's performance remains unacceptable, action is taken to withhold the WIGI.

### Section 12.3 Denial after Postponement

If at the end of the required waiting period the employee's performance is not at an acceptable level of competence for the purpose of approving the WIGI, the employee will be notified in writing and given an opportunity to have a Union representative present. A written notice of the decision will include the following:

- (a) A statement that the employee's work has been reviewed;
- (b) A statement that the employee's work has been determined to be of less than an acceptable level of competence;
- (c) A statement which identifies the performance elements in which the employee's performance was less than "Fully Successful";
- (d) Specific examples of how the employee's performance failed to meet the "Fully Successful" level for that particular performance element;
- (e) A statement that the employee has the right to request, in writing, a reconsideration of the negative determination, provided the request is made within 15 calendar days of the employee's receipt of the negative determination;
- (f) The name and title of the reconsideration official to whom the employee may submit a request;
- (g) A statement that the employee may have a Union representative in presenting a request to the reconsideration official;
- (h) A statement that the employee and the Union representative, if designated, may appeal the basis for the negative determination in person and/or in writing;
- (i) A statement that the employee may have a reasonable amount of time to review the materials relied upon in reaching the negative determination and to prepare a response; and
- (j) The successful completion of a PIP will entitle the employee to the WIGI any time within the next 13 calendar weeks.

### Section 12.4 Effective Date

Normally, a WIGI will be effective on the first day of the first pay period following the end of the required waiting period.

## ARTICLE 27

### PERFORMANCE AWARDS

#### Section 1.0 Incentive Awards

##### Section 1.1 General

Performance awards (that is, monetary awards earned as a result of an employee's annual performance rating); Quality Step Increases (QSI); Time Off Awards (TOA); Special Act Awards, including Manager's Awards; and Honorary; Suggestion; and Invention Awards; are granted by the employer on the basis of merit, and within applicable budget limitations, to individuals or groups. Such awards will be granted in a fair, consistent, and objective manner without discrimination.

##### Section 1.2 Employer Budget for Awards

Should the Employer set aside funds for performance awards, it will allocate the funds equally among all employees in the affected organization. The Employer will allot an amount to the bargaining unit IAW their Agency respective budget capability. Recognition awards such as on-the-spot cash awards are separate from performance awards. The Employer will provide the Union the award processes for employees covered under this CBA if requested.

##### Section 1.3 Monetary versus Time-Off Awards

The Employer and the Union recognize that mission requirements may affect who gets monetary awards versus time-off awards. Management will, to the extent possible, allow employees to receive time-off awards in lieu of cash, but decisions are final and non-negotiable or grievable.

##### Section 1.4 Notification to Union

The Employer will inform the Union what the allocation of awards funds will be. This notification will occur on an annual basis, the time frame depending on when guidance is received from HQs. At that time, the Employer and Union will review existing ground rules for distribution and identify who their respective representatives will be.

##### Section 1.5 Eligibility for Performance Award While Under Investigation or Disciplinary Actions

The fact that an employee is the subject of a conduct investigation or has been the subject of a disciplinary action during the rating period will not preclude a performance award that would otherwise be granted unless such preclusion is necessary to protect the integrity of the Federal service. The merits of the Employer's decision to withhold an award are subject to the Negotiated Grievance Procedure.

## Section 2.0 Awards Board

### Section 2.1 Guidelines

The Parties agree that if an Awards Board is established the following guidelines will go into effect:

(a) The Committee will be composed of the Chief of Staff, a predetermined number of directors, and one Union representative. The Union representative is not a voting member of the Board, rather an observer of the process, and cannot advocate for any employee.

(b) Ground rules and operating procedures, including Privacy Act considerations, for the committee will be determined by its members. All members and the observers will sign non-disclosure statements prior to entering the meeting. All decisions rendered by the Board are Board decisions.

(c) The Union will typically contribute the following to the Board at any time prior to or after the conduct of the board meeting as it applies to employees:

1. Identifying trends, problems, issues or circumstances regarding the incentive awards program;
2. Problems with the incentive awards program that could produce dissension and dissatisfaction among employees;
3. Promoting and communicating the efforts of the Employer to achieve and maintain an effective incentive awards program.

## Section 3.0 Quality Step Increases (QSI)

### Section 3.1 Guidance

A QSI recognizes employees for performance of duty in an exceptional manner. A QSI must be based on the highest quality of performance. This level of performance must be expected to continue in the future. An employee may not receive a QSI if the employee received another monetary award based in whole, or in part, on the performance being recommended for recognition. A QSI provides the employee the benefit of receiving an additional step increase at an earlier date than the employee originally would have without losing any time credible towards a WIGI.

### Section 3.2 Criteria

To be eligible for a QSI, employees must:

- (a) Be below Step 5 of their grade level;
- (b) Have received the highest rating of record available (Level 1 "Superior Performance");
- (c) Have demonstrated sustained performance of outstanding quality;
- (d) Not have received a QSI within the preceding 52 consecutive calendar weeks; and
- (e) Occupy a permanent position which is not designated as temporary and does not have a definite time limitation of one year or less.

#### **Section 4.0 Special Act or Service Awards**

A Special Act or Service Award (SA/SA) is a cash award given to recognize a meritorious personal effort, act, service, scientific or other achievement accomplished within or outside assigned job responsibilities. This award is also appropriate to recognize performance that has exceeded job requirements as a one-time occurrence (i.e., overcoming unusual difficulties on a particular project or assignment or exemplary or courageous handling of an emergency situation related to official employment).

Cash awards range from \$25 to \$25,000, depending on the achievement being recognized.

#### **Section 5.0 Time-Off Award (TOA)**

##### **Section 5.1 Purpose**

The purpose of the TOA is to increase employee productivity and creativity by rewarding employee contributions to the quality, efficiency, or economy of Government operations. The award is also intended to increase the quality of work life for all employees, as well as encourage and recognize one-time, non-recurring accomplishments above or beyond normal job requirements.

A TOA provides an employee with an excused absence without charge to leave or loss of pay. All employees shall be eligible for a TOA unless an employee is or was on a leave restriction letter within the previous 12 months.

##### **Section 5.2 Maximum Allowable Hours**

Employees working a typical 80-hour pay period may be awarded a total time off of 80 hours during any leave year, with the maximum amount of time-off for any single contribution being 40 hours. For employees working an uncommon tour-of-duty, the total time off granted during any calendar year should be based on the average number of hours generally worked during a two-week period. The maximum award for any single contribution is one-half the maximum amount of time that can be granted during the year. The term uncommon tour-of-duty is defined as an established tour-of-duty that exceeds 80 hours of work in a biweekly pay period.

##### **Section 5.3 One Year to Use Time-Off Award**

A TOA must be scheduled and used within one year from the date the award was granted or it will be forfeited. TOAs should be scheduled so as not to conflict with use of "use or lose" annual leave. When physical incapacitation for duty occurs during a period of time when an employee is using a TOA, sick leave will be granted, at the employee's request, for the period of incapacitation and the TOA will be scheduled at another time.

A TOA may be used in single blocks of time or in 15 minute increments, subject to approval by management.

## ARTICLE 28

### ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

#### Section 1.0 General

When an Employer and employee enter into a PIP, it is agreed that the Employer will inform the employee of any failure to meet objectives of the plan before the expiration of the plan. In all instances the Employer will inform the employee what the failure is and provide the documentation of counseling or work products to validate that decision.

When that decision is made, management will provide the employee within 30 working days of the initial notice what proposed action will be taken. This notice will be in writing.

#### Section 2.0 Recourse for Program Failure

If a PIP or any other approved merit promotion effort fails to improve an employee's documented performance, and justification for failing performance is determined to be unacceptable, the supervisor will provide written notification to the employee and Union that the employee may be liable for the following actions:

- (a) Reassignment. When the employee is capable of performing another position of the same grade, the supervisor may propose reassigning the Employee to such a position;
- (b) Demotion. When the employee is not capable of performing any position at the same grade justified by evaluations and supported evidence) but is capable of performing a position at a lesser grade in the same or different job series, the supervisor may propose a demotion to a position at the next lower grade; or
- (c) Removal. Separation from Federal service.

#### Section 2.1 Reassignment or Demotion

An employee who is reassigned or demoted to a position at a lower grade will receive a new performance plan IAW this Article.

#### Section 2.2 Recourse for Unacceptable Performance

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

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

### **Section 2.3 Final Decision to Reassign, Demote, or Remove**

A written decision whether to reassign, reduce in grade, or remove an employee will be provided within a reasonable timeframe after the notice period expires with the goal to be to render the decision within ninety (90) calendar days. The employee and Union shall be given this decision in writing. Unless the action is proposed by the Head of the Directorate, the deciding official will be at a higher management level than the proposing official. The decision will:

- (a) Specify the instances of unacceptable performance and the critical element(s) for which the employee did not achieve "successful" within the last two consecutive performance evaluations and on what the decision is based;
- (b) Specify the action to be taken, the effective date and the employee's right to appeal the decision.

### **Section 2.4 Appeal to the Merit Systems Protection Board (MSPB)**

The employee may appeal to either the MSPB IAW applicable law or the Union on behalf of the employee may file a timely written request to invoke arbitration under the terms of Article 32. Arbitration. An employee shall be deemed to have exercised the appellate option at such time as the employee timely initiates an appeal under the statutory procedure; or the Union, on behalf of the employee files a timely written request to invoke arbitration whichever occurs first. Arbitration must be invoked no later than 45 days after the effective date of the notice unless EEO counseling is initiated.

## **ARTICLE 29**

### **Disciplinary and Adverse Actions**

#### **Section 1.0 Statement of Purpose and Policy**

##### **Section 1.1 Definitions and Coverage**

This article sets forth the criteria and comprehensive procedures by which the Employer shall impose discipline upon employees. For the purposes of this Agreement, disciplinary action is defined as those actions within 5 USC 7512 and lesser penalties such as an oral admonishment and a written reprimand.

Discipline is the responsibility and the right of the Employer. The Employer agrees that disciplinary actions shall be based on just cause and IAW applicable laws. The Employer further agrees to effect disciplinary actions in an efficient and timely manner.

##### **Section 1.2 Consistent Application and Deciding Officials**

Disciplinary and adverse actions will be consistently applied. The Employer will administer disciplinary and adverse action procedures and determine appropriate penalties to all employees in a consistent manner and IAW 5 CFR 752 and the existing penalty guide. The deciding official will be different from the official who proposed a

disciplinary or adverse action. Normally, the deciding official will be at a higher level of management than the proposing official.

### Section 1.3 Employer Coercion

The Employer shall not offer or attempt to persuade employees to waive their rights in connection with disciplinary and/or adverse actions or to waive their rights to challenge such actions through appropriate procedures such as appeals to the MSPB, EEOC, or through the Negotiated Grievance Procedure.

### Section 2. Investigations

Prior to issuing proposed disciplinary or adverse action, the Employer may conduct an investigation that will determine whether such action is warranted. This investigation will include the following:

- (a) Employees who are alleged to have committed some offense will be interviewed and told that they are the subject of an investigation;
- (b) Signed statements will be obtained from any employees, management officials or others who are interviewed in the course of the investigation;
- (c) All employees being interviewed will be told the subject matter of the interview with as much specificity as possible, including whether the interview involves criminal or non- criminal matters, if known, except when doing so would undermine the investigation;
- (d) Additional evidence will be sought to reconcile any conflicting statements;
- (e) All evidence, whether for or against the employee(s) being investigated, shall be documented;
- (f) No supervisory notes will be admitted in any disciplinary or adverse action case unless they were shown to the employee in a timely manner;
- (g) The Union will be given an opportunity to have a representative present at any examination of an employee when the employee is a witness in an investigation.

Management and the Union agree that it is important that employees be aware of the importance of providing only that information that they are aware of first person. If an employee provides a written statement, they are specifying by signing that statement that the information provided is true to the best of their knowledge.

### Section 3.0 Timeliness of Discipline

If the Employer believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense was committed or made known to the Employer.

### Section 3.1 Alternative Discipline

There are a number of advantages to an Alternative Discipline (AD) program. First, it strengthens the supervisor-employee relationship by affording employees an opportunity to acknowledge their misconduct actions and commit to improved future behavior. Since participation in the program is less confrontational than the traditional process, the working relationship between the employees and the supervisor is reasonably maintained during the period of the disciplinary action. Employees can acknowledge their mistake, take part in the disciplinary process and move on to become productive employees.

Second, the expedited process involves less paperwork than the traditional process. One form serves for the agreement and all conditions are identified within this document. Lastly, the administrative and legal costs are reduced since employees waive certain appeal and grievance rights in exchange for a reduced penalty.

It may be offered, at management's discretion, in any employee misconduct case that warrants a traditional penalty up to removal. No performance-based actions are covered under the program.

AD will not be offered to employees in situations where the employee's continued presence in the workplace would pose a threat to the employee or others. Additionally, it will not be offered when employee misconduct is identified by Statute and requires a specific penalty (i.e., misuse of a Government-owned vehicle).

The immediate supervisor normally has the lead role in the disciplinary process. Once the need for discipline is established, the immediate supervisor will assess whether to offer AD to the employee. The supervisor will consult with the servicing CPAC. The process will include consideration for fair and equitable treatment of subordinate employees.

Any offer of AD will occur prior to the initiation of any written formal traditional disciplinary action. Once the offer has been made and the employee's opportunity period for consideration has passed without mutual agreement, the offer should conclude. The employee will have five working days after the offer is rendered to the employee for consideration. The employee may consult with a representative during this period. The immediate supervisor will proceed with the traditional process if no agreement is reached between the Parties.

The immediate supervisor, with CPAC assistance, must meet with the employee to explain the program requirements and the individual commitments required by the employee and the supervisor. The employee will be advised that failure to abide by the conditions of the agreement may cause the initiation of the traditional penalty.

The employee may have a Union representative, provided there is no conflict of interest. The terms of the agreement will only be shared with parties that have a need to know.

When the terms and conditions of the agreement have been fulfilled, the supervisor will sign the AD agreement to close out the case.

#### **Section 4.0 Reprimand**

An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense. A reprimand will be filed with the CPAC and placed in the e-OPF for up to three years.

An employee or their representative may request from the CPAC all information used to support the reprimand. The supervisor will not discuss the facts of the offense. The letter of reprimand will inform the employee of the right to file a grievance under the Negotiated Grievance Procedure and the right to Union representation.

#### **Section 4.1 Supporting Evidence**

Upon request, the employee and/or their designated representative will be provided, in a timely manner, copies of all material that will not interfere with a pending investigation involving any disinterested party in the action at hand, which was gathered in any investigation into the matter that led to the reprimand.

#### **Section 5.0 Adverse Actions (Suspensions for more than 14 days, Furloughs, Reduction in Grade, Reduction in Pay, and Removal)**

All disputes under this Article, except suspensions which exceed 14 days, furloughs, removals, or a reduction in grade or basic pay in which an employee exercises appeal rights under 5 USC 7121, will be processed under the Negotiated Grievance Procedure or dispute resolution.

#### **Section 5.1 Employee Entitlements**

An Employee against whom a suspension is proposed is entitled to:

- (a) A Notice of Proposed Suspension greater than 14 days stating the specific reasons for the action. The date the memo is received by the employee starts the clock and the suspension normally would not occur sooner than the proposed start date unless the severity of the offense results in a decision to implement the suspension sooner than the 30 days response period.
- (b) The right to review and receive copies of any evidence/documents that the proposing official used to propose the action upon, written request by the employee or their representative.
- (c) Be represented by an attorney or other representative.

#### **Section 5.2 Employee Response Time**

The employee will be given a reasonable amount of time to prepare and present an oral response accompanied by a written response to the proposal.

#### **Section 5.3 Appeals**

An employee may elect to appeal the decision. If employees choose to appeal their suspension to the MSPB, they cannot submit a grievance on the same matter. If employees choose to submit a grievance regarding the suspension, they cannot submit an appeal to the MSPB. Employees wishing to file with the MSPB should verify timeframes with MSPB.

If employees decide not to appeal the action to the MSPB or use the alternate dispute resolution process, they have the right to have the decision reviewed under the Negotiated Grievance Procedure. If employees submit a grievance under the negotiated procedures, it must be done in writing IAW the time limits and provisions of the Negotiated Grievance Procedure.

Any adverse action that results in a Standard Form 50 being prepared as part of the decision documentation will be filed as a permanent document in the employee's e-OPF.

#### **Section 5.4 Probationary Employees**

Employees working during their probationary period generally are not covered under 5 CFR Parts 432 or 752. Except for certain circumstances, if an action is warranted against a probationer, Employees can appeal the termination to the MSPB only if the action is based on marital status or partisan political affiliation. This is due in part to the very nature of the probationary period which provides supervisors the opportunity to determine whether a new employee will be an asset rather than a liability to the organization.

#### **Section 5.5 Additional Charges**

If the Employer wishes to add additional charges between the time it proposes disciplinary action and when a decision is issued, the Employer will rescind the original proposal and issue a new one, including the new charges, thus starting the process all over.

#### **Section 6. Requests for Time Extensions on Proposals**

The Employer will not unreasonably deny a request for extension of the time to respond to proposals.

#### **Section 7. Medical Condition**

Employees who wish consideration of any medical condition that may contribute to a conduct, performance, or leave problem may request an extension after the initial 15 day response period is exhausted if unable to furnish the medical documentation.

#### **Section 8. Off-Duty Conduct**

In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification provided for in Section 5.1 above will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. The notification will describe why and how there is a connection between the specific off-duty misconduct and the efficiency of the service. (For example, a ticket for speeding or DWI off-duty that led to an arrest may impact the employee's Government job and interfere with the efficiency of the service so as to warrant disciplinary or adverse action.)

#### **Section 8.1 Changes or Modifications to Final Decision**

If the Employer elects to change or modify the stated nexus prior to issuing a final decision letter, the employee will be informed of such changes or modifications in writing. The employee will have the opportunity to make an oral and written answer to the new statement of nexus. Within seven workdays of the employee's receipt of the new nexus statement, the Employer will be notified of the Employee's intention to submit an oral and written response.

#### **Section 8.2 Amendments**

After the issuance of the decision letter mentioned in Section 9.0 below, the Employer may amend or change its nexus statement under the following circumstances:

- (a) A new nexus statement is based on newly discovered evidence which was not discoverable earlier with the exercise of due diligence; or
- (b) A change occurs in applicable case law or Statute.

### Section 8.3 New Evidence

If the Employer amends the nexus statement due to discovery of new evidence, it will expeditiously notify the employee's representative (or the employee, if unrepresented) of its intent to rely on a new nexus theory because of newly discovered evidence.

### Section 9. Agency Decision

If the decision is unfavorable to the Employee, the decision may be grieved, beginning with Step 3 of the Negotiated Grievance Procedure. In arriving at its written decision on any proposed disciplinary or adverse action, the Employer shall not consider any reasons for action other than those specified in the notice of proposed action. It shall consider any answer that the Employee and/or their representative made to a designated official and any medical documentation furnished, as well as all the information gathered in an investigation of the actions leading to the disciplinary or adverse action.

It will explain how the Employer resolved any factual disputes that were raised or developed. The Employer shall also consider the Douglas Factors (see Appendix G). The decision will specify how each of the factors was treated in the deciding official's determination of the imposed penalty. If the imposed penalty is less severe than what was proposed, the decision will also specify why the penalty was mitigated.

### Section 10.0 Last Chance Agreements (LCAs)

LCAs refer to situations in which the Employer agrees to defer taking a proposed disciplinary or adverse action against an employee in exchange for the employee agreeing to conform to certain conduct expectations for a set period of time. The understanding is that if the employee does not meet obligations under the agreement, the Employer is free to reinstate the proposed disciplinary or adverse action.

#### Section 10.1 Terms of the LCA

The terms of any LCA offered by the Employer to employees for their signature shall contain as a minimum the following provisions:

- (a) Reinstatement or implementation of a disciplinary or adverse action will automatically reinstate all of the employee's rights under law, regulation, and this Agreement. If necessary, management will reissue a notice of proposed action and letter of final decision IAW the provisions of this Article in order to restore those rights.
- (b) The use of an LCA shall be for just cause and will not be arbitrary, capricious, or be based on disparate treatment.
- (c) Signing an LCA does not constitute admission of any wrongdoing by the employee. The decision official will be a higher grade than the supervisor recommending an LCA.
- (d) The probationary period called for in the LCA may be up to two years from the date of initiation of the discipline being resolved and may be reconsidered after a period of not less than one year after initiation.

## **Section 10.2 Union Notification**

Prior to offering an Employee an LCA, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.

## **ARTICLE 30 SUPERVISOR'S EMPLOYEE WORK FOLDER (EWF)**

### **Section 1. Purpose**

It is understood that the EWF is a record kept and used by the employee's immediate supervisor. The supervisor's employee work folder should contain favorable information.

### **Section 2. Derogatory Information**

Derogatory information placed in the EWF for a first offense including, but not limited to, leave abuse, tardiness discussions, or records of incidents which do not lead to formal disciplinary actions will be removed after six months or sooner. Subsequent offenses within a six-month period from initial offense will remain for a period of one year.

The supervisor will not make negative entries in the EWF without the knowledge of the employee. The supervisor making annotations will also give the opportunity to the employee to respond to any statements. Employees will initial and date each negative/derogatory entry made by the supervisor in the EWF. If an employee refuses to sign, the supervisor will annotate the entry by saying, "discussed with the employee on such and such date, employee refused to sign."

### **Section 3. Employee Access**

Employees will be allowed to review their work folder upon request. When the employee designates in writing a Union representative in either an inquiry or grievance situation, the representative will be allowed access to the employee's work folder. The review must be in the presence of the employee's immediate supervisor or designee. Upon request, the employee and/or representative shall be permitted to make copies of the EWF.

### **Section 4. Confidentiality**

Supervisors will ensure the EWF is kept secure and that no employee will be allowed to view folders other than their own.

## ARTICLE 31

### GRIEVANCE PROCEDURES

#### Section 1. Purpose

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable resolution of grievances filed by employees, the Union or the Agency.

#### Section 2.0 Coverage and Scope

##### Section 2.1 Items Covered by a Grievance

A grievance means any complaint:

- (a) By an employee concerning any matter relating to the employment of the employee;
- (b) By the Union concerning any matter relating to the employment of any employee;

or

- (c) By any employee, the Union, or the Agency concerning:

1. The effect or interpretation, or a claim of breach, of a CBA; or

2. Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

##### Section 2.2 Items Not Covered

Grievances on the following matters are excluded from the scope of this procedure:

- (a) Any claimed violation of 5 USC 73 Subchapter III, relating to prohibited political activities;
- (b) Retirement, life insurance or health insurance;
- (c) A suspension or removal under 5 USC 7532 relating to national security;
- (d) Any examination, certification or appointment; or
- (e) The classification of any position which does not result in the reduction in grade or pay of an employee.

#### Section 3. Exclusivity

Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Agency. Representation of employees shall be the sole and exclusive province of the Union.

Except as provided by law, this is the exclusive procedure available to employees, the Union, or the Employer for the resolution of grievances within its scope.

#### Section 4. Representation

Upon filing of a grievance, an employee may elect to be self-represented or represented by a Union representative. Anyone whom the Union has designated in writing is the representative of the Union.

The Union has the right to be present during any proceeding under the Negotiated Grievance Procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five days of the filing date. The Employer will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be provided to the Union within 10 working days after the decision is rendered.

Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.

When the grievant and the representative are on the same fixed shift, all the steps in the grievance process will be scheduled during their shift, unless the Parties mutually agree otherwise.

In situations where the grievant(s) and representative are on different work schedules and/or locations, the Parties shall schedule all steps in the grievance process to the common work times of the grievant(s) and representative unless the Parties mutually agree otherwise.

#### **Section 5.0 Resolution of Grievances and Employee Standing**

The Union and the Employer agree that grievances should be resolved in an orderly, prompt and equitable manner so that the efficiency of the Agency may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Employer and the Union to resolve grievances at the first level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 USC 71 and this Agreement, in seeking adjustment of grievances. Employees shall be authorized necessary administrative time, not to exceed eight hours, to prepare and participate in grievances, including individual or group grievances.

#### **Section 6.0 Grievability/Arbitrability Questions**

In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Parties agree to raise any questions of grievability or arbitrability of a grievance prior to the time limit for the written answer in the final step of this procedure. All disputes of grievability/arbitrability shall be presented jointly with the merits issue(s) in the related grievance, except where the Parties agree to hear the grievability/arbitrability issue and the merits issue separately.

#### **Section 7.0 Time Limits**

##### **Section 7.1 Equal Employment Opportunity (EEO) Versus Grievance**

A grievance concerning a continuing practice or condition, including EEO matters, may be presented at any time. Employees must decide which process they will pursue as they cannot concurrently pursue EEO and grievance at the same time; nor can they pursue a grievance after the decision to pursue discrimination under EEO. The time period to either file a grievance or discrimination under EEO start simultaneously.

A grievance concerning a particular act or occurrence must be presented to the Step 1 management official within 15 working days of the action or date the employee became aware of it.

If the employee elects to use the EEO process, they must begin the discussion with the EEO office within 45 days. The clock begins after the official notification, and the EEO counselor has 30 days to make a determination.

#### **Section 7.2 Acknowledgment**

Proof of service (delivery of the grievance) shall be a return post office receipt executed by the person served; or a written and dated acknowledgment from the person served when hand delivered.

#### **Section 7.3 Mutual Consent**

All the time limits in this Article may be extended by mutual consent.

### **Section 8.0 Other Types of Complaints**

#### **Section 8.1 Employee Options**

In accordance with 5 USC 7121, employees, at their option, may raise matters covered under Sections 4303 (Unacceptable Performance) and 5 USC 7512 (Adverse Actions) under the appropriate statutory procedures or the Negotiated Grievance Procedure, but not both. "

Employees shall be deemed to have exercised their option at such time as they file a timely notice of appeal under the applicable appellate procedures (unacceptable performance) or file a timely grievance in writing (adverse action).

#### **Section 8.2 Prohibited Personnel Practice**

Similarly, employees affected by a prohibited personnel practice under 5 USC 2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure, but not both.

Employees shall be deemed to have exercised their option at such time as they file a timely grievance in writing or file a written complaint under the statutory EEO procedure. Time limits start at the same time, whether grievance or EEO.

#### **Section 8.3 Allegations of Discrimination Only**

Before filing a grievance which alleges discrimination, the employee may first discuss the allegation with an EEO counselor. This discussion must be within 45 calendar days after the event causing the allegation or after the date the employee became aware of the event.

The counselor shall have 30 calendar days to resolve the matter informally. If the counselor is unsuccessful, the counselor will give the employee a written notice stating the Employee's right to file either a formal complaint under the statutory EEO procedure or a grievance under this procedure.

## **Section 9.0 Procedures for Employee Grievances**

### **Section 9.1 Step 1**

A grievance shall be submitted in writing or orally by the concerned employee or the steward with his/her immediate supervisor in an attempt to settle the matter. If the basis for the grievance is an action or decision of an official of the Employer above the level of the immediate supervisor, the grievance will be initiated at the appropriate step of this procedure. Grievances must be presented within ten (10) business days from the date the employee or Union became aware of the grievance. The supervisor will have ten (10) business days to attempt to resolve the grievance.

### **Section 9.2 Step 2**

If the matter is not satisfactorily settled at Step 1, the employee or Union may, within five (5) business days after the Step 1 decision, submit the matter in writing to the next level of supervision. The written grievance must be specific, and must state the corrective or remedial action sought. The Step 2 official will give the employee or the Union his/her written answer not later than ten (10) business days after receipt of the written grievance.

### **Section 9.3 Step 3**

If the grievance is not resolved at Step 2 of this procedure, the employee or Union may, within ten (10) days after receipt of the Step 2 decision, forward the grievance to the appropriate functional Chief. That official will review the grievance, consult with the concerned parties, unless the grieving Party waives the meeting/discussion, and give the grievant or the Union his/her written reply within ten (10) business days. If the official's decision in Step 3 is unacceptable to the grievant, the Union may then invoke arbitration in accordance with Article 32 of this agreement.

## **Section 10. Union-Management Grievances**

Either Party may opt to submit grievances through their respective representatives at the national, intermediate, or local levels. Grievances at the national level will be submitted to the (top management official) or designee or the President of the Council or designee, as appropriate. Grievances at the intermediate level will be submitted to the designee or the Council Vice President or designee, as appropriate. Grievances at the local level will be submitted to the Local President or designee, as appropriate.

If the grievance is not resolved by this method, the grieving Party may invoke arbitration within 30 business days after receipt of the final decision. If the responding Party fails to issue a decision, the grieving Party may invoke arbitration within 30 business days after the deadline for the responding Party's decision.

Arbitration awards or grievance decisions shall not be applicable or precedential beyond the jurisdiction of the Parties to the grievance.

## **Section 11. Grievance Decisions**

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee.

## **Section 12. Failure to Meet Requirements**

1. In employee grievances, failure on the part of the Employer to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.
2. If the grievant, after receiving a decision fails to timely pursue the grievance, the grievance shall be terminated.

## **Section 13.0 Withdrawal**

The Union, acting as the responsible representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance.

# **ARTICLE 32**

## **ARBITRATION OF GRIEVANCES**

### **Section 1. Purpose**

This Article shall be administered IAW the Federal Service Labor-Management Relations Statute, 5 USC 71, and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and Employer, which are not satisfactorily resolved by the Negotiated Grievance Procedure found in Article 31 of this Agreement. A referral to arbitration can be made only by the Union or the Employer.

### **Section 2.0 Preliminary Procedures**

#### **Section 2.1 Computation of Time**

The Union or the Employer may invoke arbitration by serving written notice on the other Party within 30 days following receipt of a final decision under the Negotiated Grievance Procedure.

In computing periods of time for the purpose of this article, the first day of counting will be the day after the day of the act or event (i.e., the day after the employee received a final decision to take discipline, or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, a legal holiday, a day other than a legal holiday when the Employer's office is closed, or a day in which an unscheduled leave policy is in effect due to inclement weather, that day shall not be counted, and the last day will be the next regular workday.

The notice will identify the grievance and will be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration.

#### **Section 2.2 Method of Selecting an Arbitrator**

Within five business days after invoking arbitration, the Parties to the arbitration shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting a completed FMCS Form, Request for Arbitration Panel. If one Party refuses to join in the request for arbitrators, the other Party may make a

unilateral request to FMCS for a panel of arbitrators. A copy of the request to FMCS will be served on the other Party.

By providing a list of arbitrators, FMCS has not ruled on the arbitrability of the grievance. Within five business days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. If the Parties cannot agree upon an arbitrator, the Parties shall each strike one name from the list alternately and then repeat the procedure until only one name remains. The person whose name remains shall be selected as the arbitrator. The Party striking the first name shall be chosen by a coin toss.

The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties. At any time, the Parties may obtain a new list of arbitrators from the FMCS by mutual consent. Upon request of the grieving Party (i.e., the Employer or the Union), the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event either Party refuses to participate in the selection of an arbitrator or upon inaction or undue delay on the part of either Party.

#### Section 2.3 Communication between Parties

Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings over employee grievances shall take place at a mutually agreed upon neutral location.

#### Section 2.4 Sexual Harassment Complaints

When a grievance concerns a complaint of sexual harassment, as defined in Article 33, Equal Employment Opportunity, the hearing may be closed at the request of the employee.\_

#### Section 3.0 Grievability/Arbitrability

The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Arbitrability/grievability issues must be raised in writing by Step 3 of the Grievance Procedure. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief and decided prior to a hearing on the merits of the underlying grievance. Any allegations of grievability/arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing for grievability/arbitrability issues, except by mutual consent.

#### Section 4.0 Witnesses and Parties

##### Section 4.1 Parties' Authorization to Participate

The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, who are in a work status at the Agency shall be excused to participate in the arbitration.

#### **Section 4.2 Availability of Witnesses**

The Employer shall ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

#### **Section 5. Authority of the Arbitrator**

The arbitrator's decisions shall be final and binding, subject to the Parties' right to take exceptions to an award IAW law; or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the FLRA sets aside all or a portion of the award.

#### **Section 6. Ex Parle Communication with Arbitrator**

There will be no communication with the arbitrator unless both Parties are participating in the communication.

#### **Section 7. Arbitrator's Award**

The arbitrator will be requested to render their decision as quickly as possible, normally within 30 calendar days after the arbitration process ends.

The arbitrator's award shall be binding on the Parties except that either Party may file exceptions to an award with the FLRA under regulations prescribed by the Authority. If the arbitrator's award is appealed to the FLRA, the implementation of the award will be delayed until the Authority renders its decision. If no exception to an arbitrator's award is filed during the 30 day period beginning on the date of such award, the award shall be final and binding. The Agency shall take the actions required by an arbitrator's final award.

Any dispute of the interpretation and/or application of the arbitrator's award shall be returned to the arbitrator for clarification and/or resolution.

#### **Section 8. Parties' Costs Associated With Arbitration**

The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

## **Section 9. Attorney Fees and Expenses**

1. By Statute, an arbitrator has jurisdiction to resolve a motion for attorney fees from the Union after an award becomes final and binding.
2. The arbitrator's award on the issue of attorney fees will be issued within 30 days of the arbitrator's receipt of the Agency's response to the Union's request. The arbitrator will provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed.
3. All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the Parties.

## **ARTICLE 33 EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** Both parties to this agreement subscribe to a policy of non-discrimination. The employer will make every effort to assure that equal employment opportunity, consistent with the letter and spirit of laws and regulation, is afforded all qualified person; and will make every effort to assure that there is nondiscrimination against any employee or applicant on the basis of sex, age, race, color, religion, national origin, gender, genetic information, retaliation, membership to a labor organization or physical and mental disability, and with proper regard to their privacy and constitutional rights (including sexual harassment, and pregnancy) in accordance with applicable laws. Both parties to this agreement agree that supervisor and Union officials will not engage in discriminatory practices. The Employer will conduct a continuing campaign to eradicate every form of discrimination from personnel practices and working conditions.

The Agency agrees to carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the EEO administrative complaint process or the negotiated grievance procedure. The Agency and the Union agree to cooperate in attempting to bring about informal resolution of complaints.

## **Section 2.0 Equal Employment Opportunity Program**

### **Section 2.1 Purpose**

1. The Employer's EEO Program shall be designed to promote equal employment opportunity in every aspect of the Employer's personnel policy and practice IAW applicable law and Government-wide rules and regulations. The Employer shall conduct a continuing campaign to eliminate discrimination from its personnel practices and policies and employment conditions consistent with this Agreement, 29 CFR 1614 and with EEOC Management Directive 715.
2. The Employer will have a positive, ongoing and results-oriented program of affirmative action and will ensure that all managers and employees are trained

accordingly. Programs shall include, but not be limited to, implementation of the following objectives and goals:

- (a) Identify and eliminate barriers that impair the ability of individuals to compete in the workplace because of race, color, religion, sex, sexual orientation , national origin, age, physical or mental disabilities;
- (b) Provide opportunities to participate in training and education programs designed to provide maximum opportunity for all Employees to advance; and
- (c) Ensure that unlawful discrimination in the workplace is promptly addressed and corrected.

## Section 2.2 Subcommittees under the Labor Management Forum (LMF)

The EEO Officer or his designee will meet with the designated Union official periodically if requested to do so for the purpose of discussing EEO problems or programs. The Employer and Union understand the importance of working together to identify systemic issues related to organizational processes and agree that forming a subcommittee under the LMF when needed is the appropriate venue to ensure visibility and collective attention to resolution at the lowest level.

When the subcommittee presents findings and recommendations to the Chair of the (Joint Base Commander), and if the recommendations are approved, they will be incorporated into the affirmative employment plans associated with EEOC Management Directive (MD) 715, EEO Reporting Requirements for Federal Agencies, tracked annually, and reported as part of the annual update to the report.

## Section 3. Participation in EEO and Affirmative Employment Plans

The Employer will continue to provide overall management support and budgetary planning to achieve affirmative action objectives and to establish and to maintain effective EEO programs that cover all aspects of equal employment opportunity throughout the Agency, as outlined in 29 CFR 1614.102 and EEOC MD 715. Management will provide the annual report to the Union within 30 days of publishing and submitting the report.

## Section 4.0 Collateral Duty EEO Counselors

The Employer may solicit volunteers to perform as EEO counselors. The Employer will let the Union know when solicitations are going out for volunteers. When the program is offered, it will do so IAW Army regulations which define the training and certification procedures through Department of Army.

A collateral duty EEO counselor who successfully completes all the requirements is then approved to work under the supervision of the Joint Base EEO officer and is responsible for complying with all requirements.

#### **Section 4.1 EEO Contact Information**

Names, telephone numbers, locations (and picture, when possible) of EEO counselors, and a statement for when employees should contact their EEO counselor, and the Agency's EEO policy statement will be posted on official bulletin boards in locations frequented by employees (i.e., break room or cafeteria). This information will also be available on the Employer's website. Employees may choose from available EEO counselors to pursue their complaints.

#### **Section 4.2 Cooperation**

The Employer will ensure full cooperation of all Agency personnel with EEO counselors and EEO personnel in the processing of complaints at all stages of the EEO complaint process or grievance process, as applicable, under this Agreement.

The identity of the aggrieved shall be kept anonymous until such time that the aggrieved has agreed to his/her identity being revealed or until a formal complaint has been filed.

#### **Section 4.3 EEO Counselor Timeframes/Extensions**

To the extent possible, EEO Counselors shall complete their duties within 30 days of the initial counseling contact, unless the counselor requests the Employee agree in writing to extend the counseling period for a specified period of time. The agreed-upon extension will be in writing and must include a statement identifying the additional amount of time that has been agreed upon but cannot exceed an additional 60 calendar days.

#### **Section 5.0 Discrimination Complaints**

##### **Section 5.1 General**

An employee who believes he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, genetic information, disability, or reprisal for engaging in EEO activity must elect to raise the matter of alleged discrimination under EEOC Regulation 29 CFR 1614 or the negotiated grievance process, but not both. In a mixed case complaint, the EEO specialist will advise them of applicable options.

In order to establish timelines in the formal complaint process, the aggrieved must initiate contact with an EEO official or counselor within 45 days of the action, practice alleged to be discriminatory or the employee becoming aware of a discriminatory act.

Contacting an EEO counselor or otherwise using the pre-complaint process does not constitute an election to proceed in the EEO process or preclude filing a grievance.

##### **Section 5.2 Right to Representation**

An employee has the right to be accompanied, represented, and advised by a representative of his/her choice at any stage of the complaint process under the EEO administrative complaint process or negotiated procedures. The employee is entitled to expeditious processing of the complaint or grievance within the time limits prescribed by

regulations or by this Agreement. The employee will designate his/her personal representative in writing.

#### **Section 5.3 Class Complaint**

An employee may file a class complaint for a group alleging discrimination based on a personnel management policy or practice against the group on the basis of their race, color, religion, sex, national origin, age, disability, genetic information or EEO activity (29 CFR 1614.204 Class Complaint).

#### **Section 5.4 Coercion**

The EEO process ensures that all participants will be free from coercion, interference, dissuasion, and reprisal. The term, "Representative", in this article does not imply that the individual is acting in a Union capacity unless the employee designates the individual in writing as the employee's Union representative.

The Employer may deny a proposed representative IAW AR 690-600, Equal Employment Opportunity Discrimination Complaints. In that event management will provide the employee its decision and the reason in writing.

#### **Section 5.5 Complaint File**

The EEO officer will assemble a complaint file that will include all documents pertinent to the complaint. All documents in the complaint file will be made available to the complainant and representative.

#### **Section 5.6 Change in Working Conditions as a Result of EEO Settlement**

If a change in working conditions arises as a result of an EEO settlement, the Employer will notify the Union and will bargain upon the Union's request. Nothing in this Article should be construed as waiving the Union's right to bargain mid-term changes in personnel policies, practices, or matters affecting working conditions.

#### **Section 5.7 Preparing a complaint (29 CFR 614.605)**

An employee will be provided a reasonable amount of official time to prepare a complaint file to respond to requests for information. The Employer is not obligated to change work schedules, incur overtime, or pay travel expenses in order for the Employee and their specific representative to confer.

An employee will obtain supervisory approval in advance to use official time to prepare a complaint. Official time is defined as all-time actually spent in meetings and hearings required by the Employer, the investigating Agency, plus a reasonable amount of preparation time. Time will be defined in terms of hours rather than days, weeks or months. The Joint Base Commander or designee will resolve any disagreements as to what constitutes reasonable duty time.

#### **Section 6.0 Reasonable Accommodations**

The Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

## Section 6.1 Accommodation of Employees with Disabilities

The Employer agrees to make reasonable accommodations for known physical or mental limitations of employees with disabilities, unless the Employer can demonstrate the accommodation would impose an undue hardship on the operation of the Employer's program. Employees may request an accommodation, in writing, to the EEO who is management's representative with the authority to discuss reasonable accommodation options.

The Employer will make available to the employee requesting a reasonable accommodation its accommodation policies and regulations that describe how to initiate an accommodation request and the Employer process for determining an accommodation request. The union will be provided accommodation policies and regulations upon written request.

### 1. Processing Times:

(a) The Employer will respond to an employee's request for reasonable accommodation. The time frame for processing a request (including providing accommodation, if approved) is as soon as possible but no later than 30 business days from the date the request is made. This 30 business day period includes the 10-day time frame in which the EEO Disability Program Manager (DPM) must contact the requestor after a request for reasonable accommodation is made.

(b) If the DPM must request medical information or documentation from a requester's doctor, the time frame will stop on the day that the DPM makes a request to the individual to obtain medical information or sends out a request for information/documentation, and will resume on the day that the information/documentation is received by the DPM.

(c) When extenuating circumstances are present, the time for processing a request for reasonable accommodation and providing the accommodation will be extended as reasonably necessary. Extensions will be limited to circumstances where they are absolutely necessary and only for as long as required to deal with the extenuating circumstance.

(d) If the request is denied, the reason(s) for the denial will be provided to the employee and the Union in writing. Denials will not be made for arbitrary reasons.

2. Extenuating Circumstances: In the case of an employee with a disability who, even with reasonable accommodation, cannot perform the essential functions of his/her position, any determination regarding reassignments will be consistent with the EEOC's standards for applying the ADA

### 3. Equipment and Devices:

(a) The Parties agree that in many cases, changes in the work environment and accommodations enable persons with disabilities to more effectively perform their job duties. An employee will be provided assistive devices when it is determined that the use of the equipment is necessary to perform official duties. Management reserves the right to determine the cost and type of equipment to satisfy the need in accordance with OSHA standards and any applicable law.

(b) Such equipment does not cover personal items which the employee would be expected to provide, such as hearing aids or eye glasses.

4. Possible accommodations for disabled employees:

a. The Employer agrees to consider reasonable accommodations that include, but are not limited to:

- (1) Job restructuring;
- (2) Making facilities readily accessible to and usable by individuals with disabilities unless it causes an undue financial hardship on the Employer;
- (3) Modifying work schedules;
- (4) Acquiring or modifying equipment or devices;
- (5) Adjusting or modifying examinations, training materials or policies;
- (6) Providing qualified readers and interpreters for persons with visual and hearing impairments;
- (7) Varying work hours;
- (8) Telecommuting or working at home under an approved telework agreement; and
- (9) Reassigning or transferring employees to another position.

5. Interpreters for Hearing-Impaired: The Employer agrees to provide an unbiased non-management official interpreter for those hearing- impaired employees who seek Union assistance and/or representation for their individual concerns.

6. Facilities Access: To the extent practical and feasible, the Employer's facilities will be accessible to employees with disabilities.

7. Training Opportunities: The Employer will provide employees with disabilities full consideration for all training opportunities. Once an employee is selected for training, the Employer will provide reasonable accommodations to the employee to attend and complete the training, consistent with federal guidelines and laws. The Employer agrees to provide on-the-job training opportunities to qualified disabled employees on the same basis as nondisabled employees, consistent with the Employer's operational needs.

8. Official Business Travel: Employees with disabilities shall be provided with equal opportunity to perform official business travel. Certain additional travel expenses that are necessarily incurred to reasonably accommodate the employee's disability may be reimbursed under the Federal Travel Regulations.

9. Follow-up: The Employer will conduct a placement follow-up on employees whose disabling condition was a significant factor in employment to determine if existing accommodations are sufficient to enable employees to perform their work.

10. Seniority: The Employer will ensure the continued employment of employees with disabilities who have been reasonably accommodated by the Employer. Employees will

be continued in their current position or in a position of like seniority, status, and pay unless termination of employment is otherwise required by expiration of appointment, by Reduction-in-Force, for cause, or for similar reasons unrelated to the employee's disability.

## Section 6.2 Accommodation of Employees with Religious Needs

Employees may request accommodation for special religious needs. Accommodation of employees with religious needs will be addressed consistent with federal guidelines.

## Section 7. Confidential Information

The Employer agrees that it will preserve the confidentiality of personal/personnel medical records and medical data IAW the Privacy Act of 1974 (5 USC 552a). This type of information should be placed in a separate, confidential medical file. Written permission from the employee is required for any release of medical documents and records. All medical records and data will be held in strict confidence.

## Section 8.0 Sexual Harassment

### Section 8.1 General

Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship and adversely affects employee opportunity. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior. The Employer will provide all employees a work atmosphere free from sexual harassment and make Employees aware of the Employer's sexual harassment policy.

### Section 8.2 Definitions

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) Submission to or rejection of such conduct by an individual is used as the basis for career or employment decisions affecting such individual; or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### Section 8.3 Responsibilities

Verbal, physical or visual conduct may constitute sexual harassment. Employees who are sexually harassed by supervisors, superiors, coworkers, or peers should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to immediately examine the matter and take necessary corrective action.

#### **Section 8.4 Confidentiality**

Where an employee has brought an allegation of sexual harassment to the attention of the Employer, the Employer shall treat such allegations as confidential and shall reveal no more information concerning such an allegation than is necessary to conduct a full, prompt, and serious investigation.

#### **Section 9. Pay Equity**

The Employer will observe the principle of equal pay for equal work. As such, the Employer will not discriminate against any employee or group of employees with respect to wages, pay, grade, benefits, condition of employment or any other compensation.

#### **Section 10.0 Representation on Committees**

##### **Section 10.1 General**

The Union will have membership on the Federal Women's Program Committee, the Hispanic Employment Program Committee, and any other EEO-related committees if they exist, or are established by the Employer. The committees shall not engage in nor otherwise assume the role reserved exclusively to recognized labor organizations nor serve as forums for discussion of employee organization or labor Union matters.

##### **Section 10.2 Duty Hours**

Each Union appointed representative will function as a full member of the Committee with all rights and privileges and will be on official time with charges to their block of time (Article 10, Sec 3.0) when performing authorized committee-related duties.

All Committee meetings will be during regular duty hours. All time and attendance will be documented accordingly.

##### **Section 10.3 Times, Travel, and Per Diem**

All Union representatives shall receive official time with charges to their block of time (Article 10, Sec 3.0) while attending such advisory committee meetings.

#### **Section 11. Information and Notice to Union and Employees**

When requested or when regulations change, the Employer will provide the Union with copies of subject regulations in the Employer's possession that describe the discrimination complaints process.

Provision of any information under this Article does not impact any rights the Union may have under 5 USC 7114(b) and the Freedom of Information Act.

On an annual basis, the Employer will provide either in-house or on-line Notification and Federal Employee Anti-discrimination and Retaliation Act training to employees.

**ARTICLE 34**  
**UNION - EMPLOYER COOPERATION IN ARMY SUBSTANCE ABUSE PROGRAM**  
**(ASAP)**

**Section 1. Policy**

The Parties agree and recognize that some employees in the workplace may experience situations in their personal lives such as divorce, death, or financial problems which impact their ability to perform their duties in an acceptable manner. The Parties further recognize that some employees may suffer from treatable illnesses and disorders that occur as a result of alcohol, drug and substance abuse. Therefore, it is the policy of the Employer and the Union to work together to encourage troubled employees whose performance and conduct are adversely affected to seek counseling assistance or medical treatment.

**Section 2.0 Employee Assistance Program (EAP)**

**Section 2.1 Availability**

The Employer agrees to make available an Employee Assistance Program (EAP) to all employees. When clinical counseling is indicated, the EAP will make a referral to an ASAP privileged provider or to a referral source in the local civilian community, depending on where the employee is eligible to receive care (cost to be covered under employee medical plan). The employee will need to request either sick or annual leave to attend. The EAP will be staffed with professional counselors who will assist employees in addressing problems that have had an adverse effect on their job performance, reliability, and health.

**Section 2.2 General**

The Parties will encourage employees to seek employee assistance and recognize that in addition to Section 1.0 above, the EAP can be important in preventing and intervening in workplace violence incidents, delivering critical incident stress debriefings, and providing assistance to management and employees during Agency restructuring or other major organizational transitions or developments.

**Section 2.3 Employee Assistance Program Services**

The EAP services provided by the Agency will consist of the following:

- (a) Confidential, free, short-term counseling to identify and assess problems and help employees in problem solving;
- (b) Referral, where appropriate, to a community service or professional resource that provides treatment and/or rehabilitation;
- (c) Follow up services to help an employee readjust to his or her job during and after treatment, (i.e., back-to-work conferences);

(d) Training sessions for managers and supervisors on handling work-related problems that may be related to substance abuse or other personal, and/or health-related problems; and

(e) Briefings to educate management and Union officials on the role of EAPs.

#### **Section 2.4 Supervisor's Responsibility**

Supervisors should offer the availability of the EAP to employees who are experiencing situations that have adversely affected an employee's performance and conduct; however, supervisors will not attempt to diagnose employee problems; i.e., alcohol or drug abuse, depression, etc.

#### **Section 2.5 Publicity**

The Employer will publicize and post information regarding the EAP in those areas that are frequented by employees such as break and lunch rooms, bulletin boards, etc. The information will include, at a minimum, the telephone number, location, and hours of operation of the EAP.

### **Section 3.0 Voluntary Participation and Employee Responsibility**

#### **Section 3.1 General**

Although the existence and functions of the EAP will be publicized to employees, no employee will be required to participate or be penalized for declining referral to the program. Employees are highly recommended to attend EAP orientation.

#### **Section 3.2 Notification to Supervisor**

Prior to leaving the workplace to meet with an EAP counselor, the employee must inform their supervisor and make appropriate arrangements for the absence. Employees who do not want their supervisors to know of their attendance must make arrangements for EAP appointments outside of duty hours or request leave IAW Articles 12 (Annual Leave), and 13 (Sick Leave), of this Agreement for appointments during duty hours.

## **ARTICLE 35 ARMY DRUG-FREE WORKPLACE PROGRAM**

#### **Section 1. General**

To achieve a drug-free Federal workplace, consistent with Executive Order 12564 and Section 503 of the Supplemental Appropriation Act 1987, Public Law (P.L.) 100-71. The Army has a compelling obligation to eliminate illegal drug use from its workplace. Civilian employees must refrain from using illegal drugs whether on or off duty. Use of illegal drugs is inconsistent with the high standards of performance, discipline, and readiness necessary to accomplish the mission. The Union recognizes and shares the concern of the Employer to achieve a "drug free" workplace.

## **Section 2.0 Types of Drug Testing**

The Army plan includes the following types of drug testing:

- (a) Applicant testing;
- (b) Random testing of employees in sensitive positions identified as "Testing Designated Position" (TOP);
- (c) Reasonable suspicion testing;
- (d) Accident or safety mishap testing;
- (e) Voluntary testing (i.e. Employee volunteers to be in a pool to be tested); and
- (f) Follow-up testing after counseling and/or rehabilitation.

## **Section 2.1 Random Testing**

When the employee is selected for "random testing," the immediate supervisor will notify the employee in writing using the Random Drug Test Notification Form (see Appendix E) on the same day the test is scheduled. This will normally be done within two hours of the scheduled test. The supervisor will explain that the employee is under no suspicion of using illegal drugs and that the employee's name was selected randomly. The supervisor may defer a test at the request of the employee for compelling reasons and notify the Drug Test Coordinator (OTC) under one of the following conditions:

- (a) Leave status away from workplace;
- (b) Official travel away from the workplace;
- (c) Working a different shift; or
- (d) Performing a task or project that requires the employee's presence at the workplace at the time the testing is scheduled.

## **Section 3. Location and Transportation**

All urinalysis samples will be taken at the designated facility. The Employer agrees to provide transportation to and from the designated facility at the employee's request.

## **Section 4. Union Representation**

Bargaining unit employees may request a Union representative accompany them to the testing facility. The Union will make itself available (anyone already on official duty in the Union office) within the two-hour time frame. Testing will not be delayed due to non-availability of a Union representative.

## **Section 5. Required Sample Amount**

The employee agrees to follow the established procedures set by Army Substance Abuse Program to provide the samples.

## **Section 6.0 Test Results**

The Medical Review Officer (MRO) will inform the Drug Testing Coordinator (OTC) of verified positive or negative drug test results regardless of the type of testing. For verified positive test results, the OTC provides written notification to the first level supervisor.

### **Section 6.1 Positive Results**

The Employer and the Union agree that an employee should seek assistance for any positive test results. The Employer will provide the employee with the consent waiver form (see Appendix D) that allows the release of the drug test results to whomever the Employee chooses to disclose them.

If requested, the Union will attend any subsequent meetings between the employee, the supervisor, CPAC, and MRO if available.

### **Section 7. Reasonable Suspicion Testing**

Reasonable suspicion testing should be based upon a "reasonable suspicion" of drug-related impairment supported by such factors as:

- (a) Evidence of specific personal observations concerning job performance, appearance, behavior, speech, or bodily odors of the Employee or
- (b) Information received from a source or sources supported by corroborative evidence.

### **Section 8 Requirement for Observed Testing**

Generally, individuals subject to drug testing will be permitted to provide urine specimens in private. However, collection site personnel of the same gender as the individual tested will observe the individual providing the urine specimen when there is reason to believe the individual may alter or substitute a specimen.

The OTC is responsible for designating the observer in these situations. The ASAP Program Manager must provide the OTC written notice that an observed test is required under the following circumstances:

- (a) Reasonable suspicion testing;
- (b) Accident or safety mishap testing;
- (c) The individual has previously been found to be an illegal drug user;
- (d) The individual has previously tampered with a sample; and
- (e) Facts and circumstances suggest that the individual is an illegal drug user. In most cases, this type of testing would be covered under reasonable suspicion.

The OTC will notify the supervisor of the employee to be retested and the reason for an observed test. The supervisor will then notify the employee of the requirement and reason to be retested with an observer.

### **Section 9. Testing Designated Positions (TDPs)**

The Union may request a list of TDPs, locations, and number of Employees tested annually.

### **Section 10. Self-Referral**

An employee who, upon entering on duty or during the 30 day random drug testing notice period, self-identifies a drug abuse problem and meets all of the conditions for 'safe

"harbor" provisions shall be protected from disciplinary/adverse action as governed by civilian drug testing directives.

**Section 11. Refusal to Test**

When an employee refuses to provide a lawfully-directed urinalysis or breath specimen, the employee is subject to adverse administrative or disciplinary actions.

**Section 12. Disciplinary Action**

In accordance with DODI 1010.9 and the Department of Defense Table of Penalties, any employee found to be using illegal drugs or to be impaired by alcohol while on duty may be subject to disciplinary action.

## **ARTICLE 36 TOBACCO USE**

**Section 1. General**

The Department of Defense prohibits smoking (cigars, cigarette, pipe) and the use of smokeless (snuff /chewing/loose tobacco) products in the workplace to protect the health of all workers (IAW DoDI 1010.15, Smoke Free DOD Facilities, January 2001).

In cases where a specified area has been deemed a smoke-free area, the use of tobacco in any form will be prohibited anywhere within the designated location unless otherwise authorized by the facility Commander. Facility boundaries will be determined by Management and the Joint Base Commander.

**Section 2. Designated Smoking Areas**

When possible, the Joint Base Commander will designate outdoor tobacco use areas, which are reasonably accessible to employees. Designated areas will be 50 feet away from doors and windows or air intake systems in facilities.

Tobacco use by staff, contract workers, and visitors will be limited to areas in an approved outdoor tobacco use area as stated previously.

**Section 3. Signage**

The Joint Base Commander will ensure that all smoking areas are marked with signs: "Designated Tobacco Use Only". Butt cans and receptacles are located only in the designated outdoor area away from doorways and vestibules.

**Section 4. Government Vehicles**

IAW 41 CFR 101-39.300, tobacco products are prohibited in any government vehicles.

## ARTICLE 37

### SAFETY, HEALTH AND WELLNESS

Section 1. Maintaining safe and healthful work environments, as a shared value by the Union and Employer, is necessary for the accomplishment of the Agency's mission and contributes to a high quality of life for employees. The Employer will provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable requirements of 29 USC 668 et seq. (the Occupational Safety and Health Act (OSHA) of 1970), Executive Order 12196, 29 CFR 1960, and other applicable safety and health codes.

The Employer will continue to exert every effort to provide and maintain a safe and healthy work environment for employees. Training in safe working procedures will be provided for employees. It is agreed that each employee is responsible for his/her own safety and is obliged to know and observe safety rules and practice a measure of protection for himself/herself and others.

When unsafe or unhealthy conditions are observed they will be reported immediately to the Supervisor in the area involved. The Union agrees to actively support and encourage employee participation in the JBM-HH safety program.

Section 2. The Union may be represented at safety meetings held by the JBM-HH Safety Officer.

Section. 3 The Employer will furnish protective clothing and equipment in accordance with pertinent regulations. The Employer, per OSHA and Bioenvironmental Health, agrees to provide civilian employees the following at no cost:

(a) Special tools, common hand tools, and equipment required in the various jobs assigned, during the course of their duties, as per the above listed directives.

(b) The Employer will pay for replacement Personal Protective Equipment (PPE), except when the employee has lost or intentionally damages the PPE.

(c) This Agreement will be subject to directives governing property accountability. Employees will provide the normal clothing suitable for weather conditions encountered in the work area.

The safety officer will investigate reported safety hazards and require responsible parties to take required corrective action immediately. To the extent feasible, the Employer will continue to provide proper emergency medical support to employees.

#### Section 4.0 Personal Protective Equipment (PPE)

The Employer will provide non-specialty items such as safety hard hats, gloves, face masks, safety glasses, reflective vests, and steel toe shoes when the position requires them to perform work that puts them at risk. Any provided PPE, whether Government- or employee-furnished will be of safe design and construction (OSHA compliant) and will be maintained in a clean and reliable fashion. It should fit well and be comfortable to wear, encouraging worker use. If the PPE does not fit properly, it can make the difference between being safely covered or dangerously exposed. When engineering, work

practice, and administrative controls are not feasible or do not provide sufficient protection, Employers must provide PPE to their workers and ensure its proper use. Employees who purchase their own PPE must ensure OSHA compliance. Employers must also train each worker required to use PPE on the following:

- (a) When it is necessary;
- (b) What kind is necessary;
- (c) How to properly put it on, adjust, wear and take it off;
- (d) The limitations of the equipment; and
- (e) Proper care, maintenance, useful life, and disposal of the equipment.

#### Section 4.1 Footwear

The Employer will ensure that employees use protective footwear when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards. Footwear will be replaced as necessary based on normal wear and tear. Employees are expected to notify supervisors of any damage to footwear to be replaced. There will be no cost to the employee to replace boots when boots are Government-furnished.

#### Section 4.2 Headgear

Hard hats and necessary protective headgear will be provided and replaced as necessary due to normal wear and tear. The Employer shall ensure that employees wear a protective helmet when working in areas where there is a potential for injury to the head from falling objects.

#### Section 4.3 Travel Off-Site

When an employee is required to travel offsite, they may take their PPE home.

Section 5. To the extent feasible, and where space and budgetary constraints permit, lockers will be furnished at or near the work site for as many employees as possible. A clean place to eat should be located reasonably close to work location, but separate from toilet facilities.

Section 6. In connection with grievance involving differences between an employee and his supervisor over the propriety of an assignment, the Employer and Union recognize the principle that the employee must follow instruction first and grieve later, except where such actions might be classified as imminent danger situation, in which case, then the provision of AR 385-10 apply.

## ARTICLE 38 WELLNESS PROGRAM

### Section 1. Overview

The Union and Employer agree that personal wellness/physical fitness is an individual responsibility. The right to participate is an entitlement. Approval must be obtained prior to participation by first line supervisor.

Employees are encouraged to set up regular fitness programs per the Installation Management Command (IMCOM) Wellness Contract and AR 600-63, The Army Personnel Development System.

When feasible, the Employer will make available fitness sites on JBM-HH, to include: fitness center gyms, swimming pools, outdoor fitness equipment, fields, walking tracks and sidewalks on the installation.

## ARTICLE 39 PORTABLE ELECTRONIC COMMUNICATION DEVICES

### Section 1. Government Cellular Phones

Government cellular phones will be used for official business only. During business meetings, Government cell phones should be placed in a vibrate mode for professional courtesy, so as not to disturb official proceedings.

### Section 2. Personal Cellular Phones

Personal cellular phones and portable electronic communication devices are permitted at the workplace. The use of these devices should be limited in duration while in a duty status.

### Section 3. Hands-Free Cellular Phones

Hands-free cellular phones are to be used while driving or operating any motor vehicle on Joint Base Myer- Henderson Hall, VA and Fort McNair, D.C. The use of a walkie-talkie type cellular phone without a hands-free device is prohibited while driving. Additionally, drivers must use caution, and when possible, wait until the vehicle is safely stopped before using cellular phones.

## ARTICLE 40 CHILD ASSISTANCE PROGRAM

### Section 1. General

The Employer agrees to authorize employees to place their dependent children in the installation child development center during their duty hours, provided space is available, the center is open, and normal fees are paid.

### Section 2. Patron Priority List

The Parties agree that the application of patron priorities will be IAW DOD Instruction 6060.2 "Child Development Programs."

## ARTICLE 41 WAGE SURVEYS

Section 1. The employer agrees that the Union be promptly notified when information is received that an official wage survey is being started. All available information excluding confidential data concerning the survey will be forwarded to the union as it becomes available to the employer and, upon request by the union, information not in possession of the employer other than confidential will be requested by the employer and forwarded to the union. Confidential information is information described in Federal Personnel Manual Supplement 532-1, 551d, as information necessarily being retained by the local wage survey committee in confidence.

Section 2. The Union also agrees to furnish to management data made available to them which would be useful in the matter of wage surveys. Such information would in turn be disseminated to all employees in the unit.

Section 3. When requested, employees of the unit would be excused from duty without charge to leave for the purpose of participating in such Wage Survey.

## ARTICLE 42 VOLUNTARILY CONTRIBUTIONS

### Section 1.0 Details on Charity Drives

The Combined Federal Campaign (CFC) is the only authorized charitable fundraising drive in the Federal workplace. A campaign may be conducted in every Federal Agency in the campaign community IAW these regulations. No other fundraising drive may be conducted by the Employer.

The Employer and the Union will encourage employees to volunteer time and talent and contribute to charitable organizations.

#### Section 1.1 Voluntary Donations

The Employer recognizes that voluntary giving is fundamental to Federal fundraising activities, and actions that do not allow free choices to give or not to give are contrary to Federal fundraising policy. The Employer agrees to prevent coercive activities, to include but not limited to:

- (a) Soliciting employees by their supervisor or by any individual in their supervisory chain-of-command; and
- (b) Making inquiries of employee whether they chose to participate or not to participate or the amount of their donation.

#### Section 2. Saving Bonds

The Employer and the Union join in supporting the payroll savings plan for the purchase of United States Savings Bonds. However, participation by individual employees in the payroll savings program will be strictly voluntary.

### ARTICLE43 FACILITIES

Section 1. Subject to prior commitments and security consideration, the Union will be afforded space to hold its meetings provided notification of at least five (5) business days is given. The Union agrees to restore the meeting area to its original state following the meeting.

Section 2. Sufficient space will be provided for installation of Union bulletin boards, the locations and numbers shall be mutually determined by the Employer and the Union.

- (a) The bulletin boards will be maintained by the Union in a neat and orderly fashion.
- (b) Items posted thereon will not contain libelous material or personal attacks on any individual.
- (c) The Union is solely responsible for any items posted on its bulletin boards by its officers only.
- (d) The Parties agree that if management acquires electronic bulletin boards, the Union will be granted access to post notices and communicate with Employees.

## ARTICLE 44

### PRINTING AND DISTRIBUTION OF AGREEMENTS

Section 1. The employer agrees to assume the cost of printing of the agreement. The printed agreement will be distributed to each current and future employee in the bargaining unit and to every supervisor of the activity. The printing and distribution will be at no cost to the individual employee.

Section 2. Within 90 calendar days of the effective date of the agreement the agency will publish an electronic copy in Document Format (PDF) file format on the JBM-HH webpage's and ensure the file is made available for download.

## ARTICLE 45

### GROUND RULES FOR NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

#### Section 1. General

In an effort to continue to develop a productive labor-management relationship which benefits employees and their Union and the Employer, it is the intent of this article to encourage negotiations between the Parties.

It is understood that neither Party waives any rights under the Federal Service Labor-Management Relations Statute.

The Parties do not intend to renegotiate the articles and provisions which already have been negotiated in this Agreement. The Parties agree to give notice and bargain over proposed changes in conditions of employment unless the matter is expressly contained in the contract.

#### Section 2. Notice of Proposed Change

When a bargaining obligation is generated the initiating Party will provide the other Party with reasonable advance written notice, not less than 14 calendar days prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:

- (a) The nature and scope of the proposed change;
- (b) A description of the change;
- (c) An explanation of the initiating Party's plans for implementing this change;
- (d) An explanation of why the proposed change is necessary; and
- (e) The proposed implementation date.

#### Section 3. Response to Proposed Change

The receiving Party will review the proposal and may respond to the initiating Party in one of the following ways:

(a) If the receiving Party wishes additional information or an explanation of the proposal, that Party may, within five working days of receipt of the notice, make a written request for a briefing by the initiating Party, and/or for additional information, in writing, in order to clarify or determine the impact of the proposed change; or

(b) If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a written counter proposal within seven working days of receipt of the notice (or receipt of any requested briefing or information, whichever is later).

#### Section 4. Ground Rules for Mid-term Bargaining

The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 USC Chapter 71. These ground rules are intended to supplement the procedures set forth in this Agreement, and may only be changed by mutual consent.

1. Negotiations will be held in a suitable meeting room provided by the Employer at a mutually agreed upon site. The Employer will furnish a caucus room, such as a conference room or other private meeting space which is in close proximity to the negotiation room.

2. The Employer will provide the Union negotiating team with customary and routine office equipment such as supplies and services, including but not limited to computer(s) with internet access, telephone(s), desks and/or tables and chairs, and access to at least one color printer and one photocopier, which is supplied IAW with Article 3 of this agreement.

3. The starting date and the daily schedule for negotiations will be established by the Chief Negotiators.

4. Designated alternate(s) may substitute for bargaining team members. Such designated alternates will be entrusted by the Chief Negotiator and Joint Base Commander with the right to speak for and to bind the members for whom they substitute.

5. During negotiations, each Party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator/Chief Spokesperson who is prepared and authorized to reach agreement on all matters subject to negotiations. The Chief Negotiator for each Party will signify agreement on each article by initialing the agreed-upon article. The Chief Negotiator for each Party will retain his/her copies and will initial the other Party's copy. This will not preclude the Parties from reconsidering or revising any agreed-upon section by mutual consent.

6. It is agreed that either team may request a caucus, and may leave the negotiation room to caucus at a suitable site provided by the Employer. There is no limit on the number of caucuses which may be held, but each Party will make every effort to restrict the number and length of caucuses.

7. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 USC Chapter 71 and implementing regulations. This will not serve as to bar or prevent the Parties from concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

8. The Union will be authorized at least the same number of Union representatives on official time as the Employer has representatives at the negotiations table; however, there will be no less than two representatives, not in lieu of Union officials already on official time. The designated Union negotiators will be on duty time for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties during negotiations, such as preparation time and time spent developing and drafting proposals.

9. If any proposal is claimed to be non-negotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 30 calendar days from when the proposal is declared to be negotiable or the claim that the proposal is nonnegotiable is withdrawn. Nothing in this section will preclude the right of judicial appeal.

10. This procedure does not preclude the Parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations.

11. Any provisions disapproved during Agency-head review may be referred to the FLRA by the Union. Any provision held within the scope of bargaining will be incorporated into the Agreement. The Parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Employer's determination that the Union's proposal is outside the scope of bargaining.

12. All timeframes in these ground rules may be modified by mutual consent.

13. The Parties will pay travel and per diem expenses for their respective negotiators.

14. Absent mutual agreement, the Alternate Work Schedules of the Parties will be converted to regular tours of duty (i.e., Monday through Friday) and work hours adjusted according to the agreed-upon hours of negotiations.

15. No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a note-taker to keep notes and records during the sessions.

16. Observers shall be permitted in negotiating sessions only by the mutual consent of the Parties with a 24-hour notice.

## Section 5. Negotiations

1. Each Party will designate an official(s) or personnel to represent it in mid-term bargaining matters at Union President/Command level. The Union will attempt to provide an adequate staff(s) to be located at JBM-HH with authority to facilitate prompt response to the negotiations undertaken at Union President/Command level.

2. Upon request by the receiving Party, the Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement. Following this request to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than 21 working days from the receipt of the receiving Party's request, or 7 working days before the proposed implementation date, whichever is earlier. Implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.

3. The Party requesting negotiations will be required to submit written proposals in advance of the start of the bargaining period but not less than 3 working days prior to negotiations.

4. If the receiving Party has not responded to the initiating Party within the prescribed time frame, the proposed changes in conditions of employment will be implemented on the proposed effective date.

5. Agreements reached under this Section will be promptly implemented by the Employer in the appropriate form such as regulation, letter, or operating instruction. Disputes over the application of the implementing directive will be subject to resolution under the Grievance Procedure.

## Section 6. Disputes and Impasses in Midterm Negotiations

In the event the negotiating Parties at any level cannot reach agreement, the following procedures will be applied if either Party wishes to pursue final resolution:

1. If the dispute involves statutory or regulatory negotiability issues, they will be processed as prescribed in 5 USC Chapter 71 and implementing regulations.

2. Either Party may seek the assistance of the Federal Mediation Conciliation Service (FMCS) or the Federal Service Impasse Panel (FSIP) IAW the rules and regulations of those agencies.

## Section 7. Waivers

Nothing in this Agreement shall be deemed to waive either Party's statutory rights unless such waiver is clear and unmistakable.

## ARTICLE 46 NEGOTIATIONS

Section 1. Matters appropriate for consultation or negotiation between the parties are those pertaining to personnel policies and practices that affect working conditions and are within the discretion of the Employer and are appropriate for consultation or negotiation under applicable law.

Section 2 Consultation as used in this Agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters of mutual interest and concern.

Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

### Section 3. Supplemental Changes

The Employer agrees to notify the Union in writing normally 10 business days prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

The Union shall be permitted five (5) business days from the date of notification to present its views and proposals in writing regarding the changes, and to request bargaining. The Parties will meet and bargaining will commence within five (5) business days of the Employer's receipt of the Union's request to bargain. The time limits may be extended by mutual agreement.

If the Union does not submit written proposals within the time limits, the Employer may implement the proposed change(s).

Section 4. . Matters not covered by this agreement are subject to negotiation in accordance with the provision of applicable law.

Section 5. Issues regarding negotiability of an item under discussion will be resolved IAW applicable provisions of 5 United States Code Chapter 71, "Labor-Management Relations", and the rules and regulations of the Federal Labor Relations Authority.

## ARTICLE 47

### DURATION OF AGREEMENT

Section 1. This agreement shall remain in effect for three (3) years from the effective date. Either party may give written notice to the other not more than (90) nor less than thirty (30) days prior to the third anniversary date of the agreement, of its intent to amend, modify or renegotiate the agreement. If neither party serves timely notice, the agreement shall be automatically renewed for additional periods of two (2) years.

Section 2. Amendments and supplements to this agreement may be negotiated at any time after six (6) months from the date of approval by mutual consent of the parties, or when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

Section 3. Changes in laws or regulations of appropriate authorities which invalidate articles or sections of this agreement will not have effect of nullifying the total agreement. Action to bring the affected positions into compliance will be taken immediately.

Section 4. The effective date of this agreement shall be the date it is approved by the Department of Defense; or the 31st day following the date of execution of this agreement if approval or disapproval has not occurred before that date IAW 5 USC 7114(c)(2), (3).

SIGNATURE PAGE

IN WITNESS, whereof the parties hereto have entered into the Agreement this 2nd day of March, 2016.

## **Appendix A**

### **Reference Publications**

Age Discrimination in Employment Act of 1967 (PL 90-202) Public Law 90-202: Age Discrimination in Employment Act of 1967 <http://www.eeoc.gov/laws/statutes/adea.cfm>

AR 25-55

The Department of the Army Freedom of Information Act Program  
[http://armypubs.army.mil/epubs/pdf/r25\\_55.pdf](http://armypubs.army.mil/epubs/pdf/r25_55.pdf)

AR 25-400-2

Army Records Management System [http://armypubs.army.mil/epubs/pdf/r25\\_400\\_2.pdf](http://armypubs.army.mil/epubs/pdf/r25_400_2.pdf)

AR 690-600

Equal Employment Opportunity Discrimination Complaints  
[http://www.apd.army.mil/pdffiles/r690\\_600.pdf](http://www.apd.army.mil/pdffiles/r690_600.pdf)

AR 340-21

The Army Privacy Program [http://www.apd.army.mil/pdffiles/r340\\_21.pdf](http://www.apd.army.mil/pdffiles/r340_21.pdf)

AR 600-3

The Army Personnel Development System [http://www.apd.army.mil/pdffiles/r600\\_3.pdf](http://www.apd.army.mil/pdffiles/r600_3.pdf)

Civil Rights Act of 1964 (PL 88-352) Public Law 88-352) Civil Rights Act of 1964

<http://www.eeoc.gov/laws/statutes/titlevii.cfm>

District of Columbia Code Title 39

Libraries and Cultural Institutions

<http://law.justia.com/codes/district-of-columbia/2012/division-vi/title-39/>

DoD 5500.7-R

Joint Ethics Regulation

<http://www.dod.mil/dodgc/defense%20ethics/ethics%20regulation/>

DoD 1010.9

DoD Civilian Employee Drug Abuse Testing Program

<http://dtic.mil/whs/directives/corres/pdf/101009p.pdf>

DoDI 6060.2

Child Development Programs (CDPs)

<http://www.dtic.mil/whs/directives/corres/pdf/606002p.pdf>

EO 12564

Drug-Free Federal Workplace

<http://www.archives.gov/federal-register/codification/executive-order/12564.html>

EO 12196

Occupational Safety and Health Programs for Federal Employees

<http://www.archives.gov/federal-register/codification/executive-order/12196.html>

Equal Pay Act (PL 88-38)

Public Law 88-38: Equal Pay Act <http://www.eeoc.gov/laws/statutes/epa.cfm>

Fair Labor Standards Act (29 CFR 510 through 794)

<http://www.dol.gov/compliance/laws/comp-flsa.htm> [http://www.dol.gov/dol/cfr/Title29/Chapter V.htm](http://www.dol.gov/dol/cfr/Title29/ChapterV.htm)

JBM-HH Reg 190-15

Joint Base Myer-Henderson Hall Regulation 190-15: Uniform Traffic Policy

<http://www.jbmhh.army.mil/NVEB/JBMHH/JBMHH%20Regulations/FMMC%20190-15.pdf>

Joint Commission on the Accreditation of Health Care Facilities

[http://www.jointcommission.org/accreditation/accreditation\\_main.aspx](http://www.jointcommission.org/accreditation/accreditation_main.aspx)

JTR

Joint Travel Regulations, Uniformed Service Members and DOD Civilian Employees

<http://www.defensetravel.dod.mil/Docs/perdiem/JTR.pdf>

MD715

EEOC Management Directive 715 <http://www.eeoc.gov/federal/directives/md715.cfm>

OMB Circular A-76

Commercial Activities

[http://www.whitehouse.gov/omb/circulars/a076/a76\\_incl\\_tech\\_correction/](http://www.whitehouse.gov/omb/circulars/a076/a76_incl_tech_correction/)

Occupational Safety and Health Act of 1970 (PL 91-596)

Public Law 91-596: Occupational Safety and Health Act of 1970

[https://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=OSHACT](https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=OSHACT)

OPM VI-I-1

A Guide to Telework in the Federal Government

[http://www.telework.gov/guidance\\_and\\_legislation/telework\\_guide/telework\\_guide.pdf](http://www.telework.gov/guidance_and_legislation/telework_guide/telework_guide.pdf)

Rehabilitation Act of 1973 (PL 93-112) Public Law 93-112: Rehabilitation Act of 1973

<http://www.eeoc.gov/laws/statutes/rehab.cfm>

The Privacy Act of 1974 (PL 93-579)

Public Law 93-579: The Privacy Act of 1974 (also part of 5 USC 552a)

<http://www.gpo.gov/fdsys/pkg/STATUTE-88/pdf/STATUTE-88-Pg1896.pdf>

<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title5/html/USCODE-2010-title5-partI-chap5-subchapII-sec552a.htm>

Compressed Work Schedule Act of 1982 (PL 97-221)  
Public law 97-221: Compressed Work Schedule Act of 1982 (also part of 5 USC 6101)  
<http://uscode.house.gov/statutes/pl/97/221.pdf>

<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title5/htm1/USCODE-2010-title5-partIII-1,UpPartE-chap61-subchapI-sec6101.htm>

The Drug Testing Workplace Act of 1988 (PL 100-71, Section 503)  
Public Law 100-71, Section 503: The Drug Testing Workplace Act of 1988  
<http://www.opm.gov/policy-data-oversight/hiring-authorities/#url=Medical-Eligibility>

Family Medical Leave Act (PL 103-3)  
Public Law 103-3: Family Medical Leave Act <http://www.dol.gov/whd/regs/statutes/fmla.htm>

Genetic Information Nondiscrimination Act of 2008 (PL 110-233) Public Law 100-233:  
Genetic Information Nondiscrimination Act of 2008  
<http://www.eeoc.gov/laws/statutes/qina.cfm>

Americans with Disabilities Act of 1990 (PL 110-325)  
Public Law 110-325: Americans with Disabilities Act of 1990 (Amendment of 2008, incorporates previous law) <http://www.eeoc.gov/laws/statutes/adaaa.cfm>

The Telework Enhancement Act of 2010 (PL 111-292)  
Public Law 111-292) The Telework Enhancement Act of 2010  
<http://www.gpo.gov/fdsys/pkg/PLAW-111publ292/pdf/PLAW-111publ292.pdf>

UFC 3-120-01  
Unified Facilities Criteria 3-170-01: Design: Sign Standards  
<http://www.wbdq.org/ccb/DOD/UFC/ufc%203%20120%2001.pdf>

5USC  
U.S. Code: Title 5, Government Organization and Employees  
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title5/html/USCODE-2013-title5.htm>

18 USC  
U.S. Code: Title 18, Crime and Criminal Procedure <http://www.qpo.gov/fdsys/pkg/USCODE-2013-title18/html/USCODE-2013-title18.htm>

29 CFR  
U.S. Code of Federal Regulations 29: Labor <http://www.dol.gov/dol/cfr>Title%2029/>

29 USC U.S. Code: Title 29, Labor  
<http://www.qpo.gov/fdsys/pkg/USCODE-2013-title29/html/USCODE-2013-title29.htm>

31 USC U.S. Code: Title 31, Money and Finance  
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title31/html/USCODE-2013-title31.htm>

38 USC

U.S. Code: Title 38, Veterans' Benefits

<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title38/html/USCODE-2013-title38.htm>

42 USC 126

Equal Opportunity for Individuals with Disabilities

<http://www.gpo.gov/fdsys/search/pagedetails.action?selectedYearFrom=2012&go=Go&browsePath=Title+42&granuleId=&packageId=USCODE-2012-title42&collapse=true&fromBrowse=true>

## Appendix B

### Abbreviations and Acronyms

A-76	Contracting Out/ Privatization
AD	Alternative Discipline
ADA	Americans with Disabilities
ARIMS	Army Information Management System
AWOL	Absent without Leave
AWS	Alternate Work Schedule
CBA	Collective Bargaining Agreement
CFC	Combined Federal Campaign
CFR	Code of Federal Regulations
CPAC	Civilian Personnel Action Center
DFAS	Defense Financial Accounting Service
DoD	Department of Defense
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
EEOC	Equal Employment Opportunity Committee
E-OPF	Electronic Official Personnel File
EWF	Employee Work Folder
FLRA	Federal Labor Relations Authority
FLSA	Fair Labor Standards Act
FMCS	Federal Mediation and Conciliation Service
FOIA	Freedom of Information Act
FSIP	Federal Service Impasse Panel
GS	General Schedule
IAW	In accordance with
IDP	Individual Development Plan
JBM-HH	Joint Base Myer-Henderson Hall
LMF	Labor-Management Forum
LMER	Labor-Management Employee Relations
LWOP	Leave without Pay
MRO	Medical Review Officer
MSPB	Merit Service Protection Board
OMB	Office of Management and Budget
OP	Orientation Program
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Administration
PD	Position Description
PIP	Performance Improvement Plan
PMS	Performance Management System
PPE	Personal Protective Equipment
QSI	Quality Step Increase
RIF	Reduction-in-Force
SCD	Service Computation Date
TDP	Testing Designated Position

TOA	Time off Award
TOF	Transfer of Function
TDY	Temporary Duty
US	United States
USC	United States Code
VERA	Voluntary Early Retirement Authority
VSIP	Voluntary Separation Incentive Program
WG	Wage Grade
WIGI	Within-Grade Increase

## Appendix C Prescribed Forms

FMCS Form R-43, Request for Arbitration Panel

<http://www.fmcs.gov/assets/files/Arbitration/Forms/FormR-43Expires12-31-2010-fill.pdf>

IMCOM Form, Request Authorization and Report of Overtime and Compensatory Time

<http://www.imcom.army.mil/About/Publications/IMCOMPublicationsandForms.aspx>

OPM Form 71, Request for Leave or Approved Absence [http://www.opm.gov/forms/pdf\\_fill/opm71.pdf](http://www.opm.gov/forms/pdf_fill/opm71.pdf)

SF 50, Personnel Action <http://www.opm.gov/forms/pdfimage/sf50.pdf>

SF 182, Authorization, Agreement and Certification of Training

[http://www.opm.gov/forms/pdf\\_fill/SF182.pdf](http://www.opm.gov/forms/pdf_fill/SF182.pdf)

SF 1187, Request for Payroll Deductions for Labor Organization Dues

[http://www.opm.gov/forms/pdf\\_fill/sf1187.pdf](http://www.opm.gov/forms/pdf_fill/sf1187.pdf)

SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues

[http://www.opm.gov/forms/pdf\\_fill/sf1188.pdf](http://www.opm.gov/forms/pdf_fill/sf1188.pdf)

**Appendix D**  
**Medical Release Form**  
**MEDICAL RELEASE**  
(Subject to the Privacy Act of 1974)  
(Form authorized IAW Collective Bargaining Agreement between LiUNA PSE Local 572, AFL-CIO and the Agency)

A. I, \_\_\_\_\_, authorize the release of my medical  
(Employee Name)

documentation in whole or in part to the following individual(s):

---

---

B. I understand that the above-named individual(s) will review my medical documentation for the following reason(s):

---

---

C. If additional information or discussion is required regarding my medical information, the official(s) named above can contact my physician(s) as follows:

---

(Name and Telephone Number of Physician(s))

D. I also designate \_\_\_\_\_,  
(Name of Representative and telephone number)

LiUNA PSE Local 572, AFL-CIO, to serve as my representative in this matter and authorize disclosure of my medical information and records for this purpose.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

**Appendix E**  
**Random Drug Test Notification Form**

**RANDOM DRUG TEST NOTIFICATION FORM**

As outlined in the company drug free workplace policy this company conducts random drug testing on all employees. As required under Federal DOT guidelines, CDL licensed drivers who operate certain company vehicles are also subject to random drug and alcohol testing.

The Company's drug testing administrator uses a random computerized program to generate a list of employees chosen for random drug and/or alcohol testing. While employed by this company your name will always be in the random pool. You can be chosen more than once for a random drug and/or alcohol test. Your name has been chosen for a random test, at this time.

Upon receipt of this notification, you must report to the company designated collection site with a valid urine and/or breath specimen for testing. Upon completion of the test, please return the receipt to your manager. If you do not provide a valid urine and/or breath specimen within 4 hours of this notification it will be considered a refusal to test resulting in immediate termination. A refusal to test, a tampered with or an adulterated specimen will result in immediate termination. A confirmed positive drug and/or alcohol test will result in the Company disciplinary action, as outlined in the Company Employment Acknowledgment Agreement Form.

You will be notified of your test results only if it is positive or adulterated. You will not be notified if your results are negative. All drug and/or alcohol test results are confidential.

Type of test:  Drug Test  Alcohol Breath Test

Name of Manager: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_

Date of Random Notification: \_\_\_\_\_ Time: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee Acknowledgement of receipt: \_\_\_\_\_  
(Signature)

Employee Refusal to Test: \_\_\_\_\_  
(Signature)

**Appendix F**  
**Emergency Employee Letter**

**DEPARTMENT OF THE ARMY  
JOINT BASE MYER-HENDERSON HALL  
AVENUE  
FORT MYER, VIRGINIA 22211-1199**

IMMH-PW

MEMORANDUM FOR Mr./Mrs. XXX XXXX, Directorate of Public Works, Fort Myer, VA 22211-1199

SUBJECT: Designation as an Emergency Employee

1. You are hereby designated as an Emergency Employee for emergency operations. This designation means that in the event Joint Base Myer-Henderson Hall commences emergency operations and you are contacted by phone and instructed to report to work, you must report for and remain at work until notified otherwise. Announcements of dismissal or closing due to emergency situations are not applicable to you unless otherwise instructed.
2. As an Emergency Employee, you are subject to work hours in addition to your normal work week schedule.
3. You are also subject to being designated as "on-call". The time you are on-call is considered off duty and time spent in an on-call status will not be considered hours of work. You will need to leave a phone number or carry a cell phone through which you can immediately be contacted. If you live outside of the commuting area, you may make arrangements with a co-worker who lives within the commuting area to perform any work arising during the on-call period. This arrangement must receive the specific approval of your immediate supervisor prior to implementing this procedure.
4. Your failure to follow any of the above procedures could subject you to disciplinary action.
5. POC for this memorandum is Mr./Mrs. XXXXX, (XXX) XXX-XXXX.

[Signature]  
Director, Public Works

Received by:

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Signature of Designated Employee

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Date

## Appendix G

### Douglas Factors

#### Factors to Be Considered in Determining the Appropriate Penalty in Disciplinary and Adverse Actions

##### The Douglas Factors

[Douglas v. Veterans Administration, 5 M.S.P.R. 280 (1981)]

- (1) The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- (2) The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- (3) The employee's past disciplinary record;
- (4) The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- (5) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
- (6) Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- (7) Consistency of the penalty with any applicable Employer table of penalties;
- (8) The notoriety of the offense or its impact upon the reputation of the Agency;
- (9) 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;
- (10) Potential for the employee's rehabilitation;
- (11) Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
- (12) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

**Appendix H**  
**Request and Approval for Use of Official Time**

**REQUEST AND APPROVAL FOR USE OF OFFICIAL TIME**

1. NAME (Last, First, Middle Initial): \_\_\_\_\_
2. Union Position \_\_\_\_\_
3. Organization: \_\_\_\_\_

4. Reason for Official Time	Code	Time Requested From	To	Actual Time Used From	To	Total
Grievance/Appeal	BK	_____	_____	_____	_____	_____
Labor/Management Relations	BD	_____	_____	_____	_____	_____
Term Negotiations	BA	_____	_____	_____	_____	_____
Mid-Term Negotiations and I&I	BB	_____	_____	_____	_____	_____
Training	BD	_____	_____	_____	_____	_____

**Grievances & Appeals:** Time spent by union officials to prepare and/or present the union's or the employee's case in a grievance or appeal as well as time spent by the grievant and any bargaining unit employees (including a union official) serving as a witness in a grievance or appeal.

**Labor-Management Relationships:** Previously agreed upon time sent by union officials for representational duties that do not fit in other categories (e.g. labor-management meetings, approved union training as defined in the contract, attendance at a formal discussion or other representational matters)

**Term Negotiations:** Time spent by union officials involved in basic term negotiations with management on a new or expiring contract (i.e. time actually at the table plus any previously agreed-upon preparation for negotiations)

**Mid-Term Negotiations:** Time spent by union officials in negotiating changes in conditions of employment proposed by management or issues raised by the union during the term of the agreement.

5. ACTIVITY OR LOCATION WHERE OFFICIAL TIME WILL BE UTILIZED: \_\_\_\_\_

6. CERTIFICATION: I hereby request official time as indicated above and certify that such official time is requested for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting official time and that falsification of information on this form may be grounds for disciplinary action, including removal>

7. STEWARD'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 8. LIUNA LOCAL 572 President: \_\_\_\_\_ DATE: \_\_\_\_\_

## REQUEST AND APPROVAL FOR USE OF OFFICIAL TIME

9. SUPERVISOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICIAL ACTION OR REQUEST: [ ] APPROVED [ ] DISAPPROVED  
(If disapproved, give reason and indicate when employee can reschedule)

### REASON FOR DISAPPROVAL

10. \_\_\_\_\_  
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### PRIVACY STATEMENT

The primary use of this information is for management and the union to record the use of official time. Additional disclosures of this information may to a Federal, State, or local law enforcement agency when the agency becomes aware of a violation or possible violation of civil or criminal law; to a federal agency when conducting an investigation; to the Office of Personnel Management (OPM) or the General Accounting Office (GAO) when the information is required for evaluation of official time administration or the General Services Administration (GSA) connection with its responsibilities for records management.