LABOR – MANAGEMENT AGREEMENT

BETWEEN THE

DEFENSE THREAT REDUCTION AGENCY

AND THE

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 2263

Approved by the Department of Defense on December 09, 2010
Expiration Date: December 09, 2013

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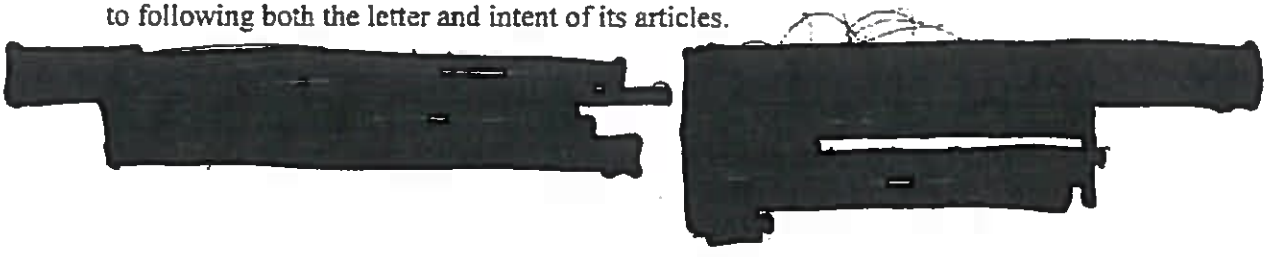
Preamble

This agreement is established under the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations. In the spirit of partnership, the articles of this Agreement and the Amendments that may be agreed to at later dates by the representatives of the PARTIES at the appropriate level, constitute the total Agreement between the involved PARTIES. These PARTIES are the Defense Threat Reduction Agency (DTRA) (Management) and the National Office of the American Federation of Government Employees (AFGE), American Federation of Labor - Congress of Industrialized Organizations (AFL-CIO), hereafter known throughout the Collective Bargaining Agreement (CBA) as AFGE AFL-CIO (Union).

The PARTIES recognize the importance of building a constructive and cooperative bilateral relationship that will aid in achieving the mission of DTRA. They are jointly committed to serving the public interest by promoting good Government and using consensual decision making and interest-based problem solving to achieve the effective conduct of public business and the well-being of employees.

The PARTIES recognize that both the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship will encourage this participation. Toward that end, the PARTIES recognize that many issues are best left to consensual decision making and interest-based or other collaborative problem-solving tools, and thus agree to promote the establishment and maintenance of Labor-Management cooperation to facilitate issue identification and resolution by consensus.

The PARTIES agree that public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and efficient Government operation. This Agreement is designed to promote the ease and efficiency of Management's operation, therefore, the PARTIES are committed to following both the letter and intent of its articles.



ARTICLE 1
PARTIES TO THE AGREEMENT

This Labor-Management Agreement is executed pursuant to the exclusive recognition held by the AFGE AFL-CIO, Local 2263 as bargaining unit of employees of DTRA, Kirtland Air Force Base (KAFB). Hereinafter, the AFGE Local 2263 will be referred to as the Union, and DTRA, KAFB, will be referred to as the Employer. The Employer and the Union will be referred to as the Parties to the Agreement. Bargaining unit employees (BUEs) are identified as such and employees.

Annotations – Article 1 – Parties to the Agreement – (No Annotations)

ARTICLE 2
COVERAGE OF THE AGREEMENT

Section 1. This Agreement is applicable to all DTRA appropriated-fund civilian nonprofessional employees with a duty location of KAFB or managed by DTRA Albuquerque. Management officials, supervisors, professional employees, confidential employees, employees engaged in civilian personnel work in other than a purely clerical capacity, and employees administering the provision of Title 5, United States Code (USC) 71, Labor-Management Relations, or work that directly affects national security are not covered by this agreement. Also exempt are employees engaged in intelligence, counterintelligence, investigative, or security work that directly affects national security or any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by the Agency whose duties directly affect its internal security. The exemption applies only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

Section 2. Changes in the Status of Bargaining Unit Positions:

a. Management shall not change the status of bargaining unit positions without first notifying the Union with rationale for the change. The Union will notify Management, with rationale, within 30 days if they disagree with the change. Upon mutual agreement the Parties may extend the 30-day timeframe. If the Parties are unable to agree on the position's bargaining unit status (BUS), Management may file a petition with the Federal Labor Relations Authority (FLRA) to clarify position(s). The disputed position(s) will retain the BUS code that is currently assigned until such time as a decision is reached on the petition. If the Parties agree on the BUS code, the position will immediately become that BUS code as

Management administratively changes the BUS code on the position description (PD). Management will notify the affected employee(s) of the change in BUS code.

b. The Union will notify Management when it believes the BUS code of a position should be changed prior to filing a petition with the FLRA. Management will notify the Union, with rationale, within 30 days if it disagrees with the change. Upon mutual agreement the Parties may extend the 30-day timeframe. If the Parties are unable to agree, the Union may file a petition with the FLRA to clarify position(s). If the Parties agree on the BUS code, the position will immediately become that BUS code as Management administratively changes the BUS code on the PD. Management will notify the affected employee(s) of the change in BUS code.

c. When new position(s) are added to the organizational area covered by this agreement, the Union will be notified of the position and the BUS code for that position prior to the position being advertised. Management will provide a copy of the PD and the rational for BUS code determination. If the Union does not agree with the rational provided, the process as identified in Article 2(b) of this agreement will be followed.

Section 3. If one or more parts of this agreement are deemed null and void, or contrary to law, all other portions remain valid.

Annotations – Article 2 – Coverage of the Agreement – (No Annotations)

ARTICLE 3
SCOPE, TIMEFRAMES, AND LIMITATIONS

Section 1. Except where otherwise explicitly stated in the Agreement, the provisions of this Agreement do not apply to conditions of employment outside of the bargaining unit or to matters relating to positions outside of the bargaining unit. The provisions of this Agreement do not apply to any matters relating to the filling of positions outside the bargaining unit.

Section 2. The Union is entitled to negotiate on all changes in conditions of employment of those within the bargaining unit proposed by the Employer during the life of this Agreement.

Section 3. Timeframes are referenced throughout this Agreement as days or calendar days. Where stated, days are considered calendar days unless specifically referred to as workdays.

Annotations – Article 3 – Scope, Timeframes, and Limitations – (No Annotations)

ARTICLE 4
LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, the Parties and employees are governed by the following:

a. Existing and future laws and Government-wide regulations issued by appropriate authorities outside the Department of Defense (DoD);

b. By DoD and DTRA policies, manuals, and regulations that were in existence at the time the Agreement was approved; and

c. By DoD and DTRA policies, manuals, and regulations that are published after approval of this Agreement and are required by law or are required by the Government-wide regulations of appropriate authorities outside DoD.

Section 2. Where changes are made in DoD and DTRA regulations and policies as a result of changes in law, and those changes prohibit a practice contained in this Agreement, the practice will be discontinued and the portions of the Agreement affected will be null and void.

Annotations – Article 4 – Laws and Regulations – (No Annotations)

ARTICLE 5
IMPLEMENTATION AND DURATION OF THE AGREEMENT

Section 1. Implementation of the Agreement:

a. The Parties have developed and provided an "Annotation to this Agreement" as a tool to assist the Parties in understanding and interpreting the intent of contract language. When applicable these annotations will be found at the end of each Article.

b. Jointly sponsored training for managers and union officials on this Agreement will be implemented. See Article 29.

c. Management will print 300 copies of this Agreement for the use of the Union and bargaining unit.

d. Management shall provide a link to the electronic version of the Agreement, as well as any updates, through DTRAnet. Management will post changes to the Agreement within 45 days of when the Parties agree to the changes.

e. The Parties recognize there may be a need to provide assistance, training, or guidance on the interpretation and implementation of the Agreement. The Parties are encouraged to work together to address these concerns and craft solutions to address problems of interpretation or implementation.

Section 2. Duration of this Agreement:

a. This Agreement shall become effective on the date of approval by the Head of the Agency or the 31st day following the date on which the agreement is executed by the parties, if the agreement is not either approved or disapproved within the 30-day period, whichever comes first. This agreement will be signed by the Union President, AFGE, Local 2263, or Union Official designated for the purpose of representing the bargaining unit; the Labor Management Relations Officer (LMRO); a designated representative of the Employer from Albuquerque; and the Chief, Human Capital Office, DTRA. The Agreement will remain in effect for three calendar years from the date of execution. It will remain in effect for one-year periods thereafter, automatically renewing on the day after the anniversary of the expiration date unless either Party serves the other with written notice of its desire to terminate or modify this Agreement, not more than 120 calendar days nor less than 60 calendar days prior to the expiration date.

b. Pursuant to subsection a of this section, both Parties shall meet within 90 calendar days of the receipt of the other Party's notice to terminate or modify this Agreement. The Agreement will extend until the effective date of the modified Agreement. The provisions of any article in this Agreement may not be reopened through the midterm bargaining process except by mutual agreement or where necessitated by statutory changes.

c. When notice is given by one Party to the other for the purpose of negotiating amendments or modifications to the Agreement or for negotiating a new agreement, the moving Party will provide, with its notice, a copy of its proposed changes to the Agreement or a copy of the proposed new Agreement. Negotiations on the proposed changes or on a new agreement will begin on a mutually agreeable date after receipt of the moving Party's notice by the receiving Party.

e. All supplements, modifications, or amendments to this Agreement will require the same approval, of Headquarters DTRA and the Union President or a Union official designed for this purpose (see subsection a above), as the basic Agreement and will terminate at the same time as the basic Agreement. The date of execution of supplements, modifications, or amendments to this Agreement will be the date on which it is signed by the DoD's FAS-LERD as being reviewed and approved.

f. In the administration of all matters covered by this Agreement, the Parties are governed by existing law and Government-wide regulations.

g. The effective date and expiration date of the Agreement shall be printed on the cover of the Agreement.

Annotations – Article 5 – Implementation and Duration of the Agreement:

Section 1.a. *The purpose of the Annotation is to provide both Parties with clarification of the intent of the language written in the contract or with background information about a given topic. It is understood that the Agreement itself prevails over language in the Annotation should there be a conflict between the two.*

Only articles and sections that need clarification or background information are addressed in the Annotation.

Section 2. *Duration of this Agreement was incorporated from Article 61 of the 1998 Agreement and remains unchanged.*

ARTICLE 6
PROHIBITIONS AGAINST STRIKES

It is recognized by the Parties that striking against the Federal Government is prohibited by law. Employees who engage in illegal concerted activities such as sickouts, sit-downs, slowdowns, wildcatting, work-to-rule, or any other type of

strike are ineligible for continued employment at DTRA. Employees who engage in an illegal strike are to be removed from Federal employment as soon as possible.

Annotations – Article 6 – Prohibitions Against Strikes – (No Annotations)

ARTICLE 7
BARGAINING UNIT EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. The term bargaining unit employee refers to employees covered by the bargaining unit. Exclusions to the bargaining unit are found in Article 2 of this agreement.

Section 2. The Parties agree to mutually establish and maintain a safe and respectful work environment.

Section 3. Rights:

Each employee shall have the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such right. Except as otherwise provided, such rights include the following:

a. To act for AFGE in the capacity of a representative and the right, in that capacity, to present the views of AFGE to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities;

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees;

c. To choose whether to become or remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by an employee for the payment of dues through payroll deductions;

d. Of the Union, under the provisions of the agreement, to not have its rights construed to preclude an employee from being represented by an attorney or other representatives, other than the Union, of the employee(s) own choosing in any appeal action, except those filed under the negotiated grievance procedure described in Article 11 of this Agreement.

Section 4. Weingarten Rights:

a. An employee has the right (commonly known as the Weingarten Right) to be represented by the Union during any examination of the employee by a representative of the Agency in connection to an investigation if he or she reasonably believes that the examination my result in disciplinary action against him or her and he or she requests representation.

b. Management will permanently post Weingarten Rights on employee information bulletin boards and on DTRAnet.

c. An employee has the right to be represented by the Union at any meeting in which the employee has a complaint concerning working conditions.

d. Employees have a right to meet and consult with Union officials concerning working conditions.

Section 5. Any employee has the right to initiate and present grievances and to be represented by the Union during the course of the grievance procedure. When exercising rights under Article 11, Grievances, employees will be granted a reasonable amount of official time for initiating, reviewing, preparing, and presenting the grievance. The employee and the Management official will discuss the amount of time required.

Section 6. Employees may use a reasonable amount of official time in pursuit of rights under this Agreement. An employee will request release as far in advance as practical and will inform his or her supervisor of the approximate length of time needed and his or her location. Employees will be released at the earliest opportunity consistent with workload requirements. If the employee cannot be released immediately due to work-related reasons, the employee will be released as soon as the work requirement is met or appropriate arrangements are made.

Section 7. Management will not take reprisal action against employees for the exercise of any appeal rights granted by law, rule, regulation, or this Agreement.

Section 8. Employees shall have the right to engage in outside activities and DTRA-approved employment, in accordance with the following:

Employees may participate in outside activities, not prohibited by law, of National or State political parties and may participate in affairs of, or accept an award for, a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, nonprofit, educational, and recreational, public service, or civil organization. An employee shall not:

a. Accept a fee, compensation, gift, expense payment, or any other thing of monetary value in circumstances where the acceptance may result in or create the appearance of conflicts of interest;

b. Engage in outside employment that impairs his or her mental or physical capacity to perform his or her job; or

c. Receive any salary or anything of monetary value from a private source as compensation for his or her Government services.

1. Employees who engage in outside employment or activities must receive DTRA approval. Request for approval will be obtained by submitting DTRA Form 39, Request for Approval for Outside Employment or Activity.

2. All employees who engage in outside employment are subject to ethics regulations pertaining to conflict of interest. Employees are encouraged to seek advice from their ethics advisors on potential conflict of interest situations at any time.

3. Employees will not be discriminated against by the Employer or the Union because of race, color, religion, sex, national origin, age, marital status, handicap (physical or mental), lawful political affiliation, or membership or non-membership in the Union. Discrimination against or sexual harassment of any employee may be cause for disciplinary action under applicable regulation or procedure against the person causing the discrimination/harassment.

Annotations – Article 7 – Bargaining Unit Employee Rights and Obligations

Sections 4 & 5. *It is the employee's responsibility to communicate with his or her supervisor before using official time to meet with his or her Union representative, file a pre-grievance notification, prepare a formal grievance, or exercise any other rights afforded in the contract.*

If the employee and his or her supervisor are unable to reach agreement, the time allowed should generally not exceed 4 hours for meeting with the employee representative and preparing a pre-grievance notice and should generally not exceed 8 hours for the preparation and submission of a formal grievance.

Section 5. *The Parties' expectation is that the employee can typically be released from work at the time the request is made. However, it is recognized that in some*

cases, the employee's workload may not allow the immediate release, and the release needs to be delayed until later that day or until another day. In these cases, the supervisor shall allow the use of the approved amount of time as soon as possible. Supervisors are encouraged to contact the LMRO when they are not able to release the employee immediately.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1. The following Management rights are identified in Title 5, USC, 71:

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, manpower, 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

(1) Among properly ranked and certified candidates for promotion; or

(2) Any other appropriate source;

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.

Annotations – Article 8 – Management Rights – (No Annotations)

ARTICLE 9
UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union is the exclusive representative of employees in the bargaining unit. The Union is responsible for acting for all employees in the bargaining unit on the matters involving conditions of employment. Not withstanding any other law, order, or regulation, the Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to the employees' membership or non-memberships in the Union.

Section 2. The Union will be given an opportunity to be present at any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit concerning any grievance or a change in personnel policy or practice or other general conditions of employment of BUEs. The Union's right does not extend to being present at non-formal discussions, instructions, interviews, or counseling sessions between employees and the Employer on matters that do not pertain to grievances or do not pertain to changes in personnel policies or practices or other general conditions of employment of BUEs. The local Union Steward will be given reasonable notice of and provided reasonable time to be present at formal discussions.

Section 3. The Union will be given an opportunity to be present at any examination of a BUE by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests Union representation.

Annotations – Article 9 – Union Rights and Responsibilities

Section 1. *The Union's obligation to represent the interests of all BUEs does not require the Union to pursue employee concerns that the Union determines to be without merit; the law merely prohibits the Union from discriminating on the basis of Union membership (i.e., paying dues) or lack of membership. Management officials should avoid any involvement in any alleged violations of this Union obligation, as it is a matter between the Union and the BUEs.*

Case decisions allow the Union to refuse to represent nonmembers (employees who do not pay dues) in situations where employees are entitled by law/regulation to a personal representative of their choice, such as oral/written replies to adverse actions, Merit Systems Protection Board (MSPB) appeals/Equal Employment Opportunity (EEO) complaints, and court cases. The Union's obligation to represent all employees without regard to Union membership applies only where the Union is the exclusive representative (e.g., in the negotiated grievance procedure).

Section 2. *The right to represent employees in any grievance filed under the negotiated grievance procedure in Article 11 is exclusively that of the Union. Employees may choose to represent themselves, in which case Management must notify the Union of the grievance and provide an opportunity for the Union to be a party to all discussions between Management and the grieving employee(s).*

The statutory definition of "formal discussion" is found in 5 USC 7114(a)(2)(A). Discussions can be a formal discussion if they cover any grievance, personnel policy or practice, or other general conditions of employment that may affect the bargaining unit; but meetings on topics such as budget meetings that do not concern any of the above are not formal discussions. The obligation of Management in regard to formal discussion is the requirement to notify the Union in advance so it may be present at the meeting. The Union may make its own determination of potential impacts to the bargaining unit and participate when it deems appropriate. The invitation (notice) goes to the Chief Union Steward as designated. The Union has the right to designate a different representative to attend the meeting. If the Union is properly notified and declines or fails to show up, the meeting may proceed without its participation.

The Parties recognize that some meetings held to resolve EEO complaints may be formal discussions. However, the case law is evolving with respect to Union statutory rights to attend formal EEO complaint resolution meetings. Nothing here is intended to limit Union rights under the statute with respect to EEO complaint resolution meetings. See also negotiation obligations under Article 17.

Case law clearly identifies certain discussion as not being formal discussions:

a. Individual counseling sessions;
b. Meetings at which the employee is disciplined;
c. Fact-finding or investigative meetings unrelated to a grievance (but these may be "Weingarten" meetings under Article 7.3);
d. Meetings to discuss employee job performance; or
e. Meetings called to deliver work instructions or discuss job assignments.

ARTICLE 10
UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected and appointed officers of the Union and up to five alternate stewards who are employees in the bargaining unit and who are designated by the Union in writing. It is agreed that all the recognized officers of the Union shall have the full authority to speak for and bind the Union in Labor relations matters with the Employer. Stewards shall have the authority to speak for the Union and to represent employees and the Union in only the organizations to which they are officially assigned as Government employees. The Union shall furnish and maintain with the Employer a current written list of all officers and stewards of the Union. This written list shall be updated by the Union and provided to the Employer when changes are made and during the last week of each calendar year. The Employer shall not recognize Union representatives who are not currently designated in writing. The Chief Steward for DTRA or designated Union official shall be authorized to represent any employee in the bargaining unit.

Section 2. Supervisors will release Union representatives from their official work assignments for a reasonable amount of time when workload conditions permit and after advising the representatives of the conditions of their release when one of the following situations is completely satisfied:

a. An appropriate management official requests the release of the representative in order to carry out activities authorized by the Agreement.

b. The Union representative has been designated by an employee as the employee's personal representative in a grievance or to assist the employee in preparing a response to a notice of a proposed disciplinary action. The supervisor of the aggrieved employee and the supervisor of the designated Union representative will arrange for the aggrieved and the representative to meet when workload conditions permit.

Section 3. Officers and stewards of the Union will be excused by the Employer to engage in Labor relations activities authorized by this Article consistent with the workload and operational needs of the organizational component to which they are assigned. For all authorized situations where an employee requires official time to engage in Union-related activities as a representative of the Union, the employee must specifically request prior excusal from duties from the immediate supervisor. The employee must provide the supervisor with the reasons for requesting the release. The employee's supervisor makes the final determination on the release of the employee. The employer shall have the right to use any written form and procedure for the administrative control of employees while they are engaged in Union-related activities while in duty status. Supervisors are encouraged to contact the LMRO if denying a request. The Union officials will provide the LMRO copies of timesheets reflecting official union time. In addition, Management will provide the Union official with a report that identifies the Union's official use of time. This form will be maintained by the Union official and provided to the LMRO no later than October 15 of each year.

Union officials who are employees will be granted a reasonable amount of official time to perform representational functions. Union officials will be responsible for entering their representational time in the Automated Time Atttendance and Production System (ATAAPS) each pay period. The actual time to be used may vary in each situation. The categories will be divided into the following:

a. Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.

b. Perform general representational and contract administration functions.

c. Receive, review, prepare, and present grievances.

d. Handle complaints, such as those pertaining to the Fair Labor Standards Act (FLSA), MSPB, and Equal Employment Opportunity Commission (EEOC).

e. Prepare for negotiations.

f. Negotiate.

g. Prepare reports required by 5 USC 7120(c).

h. Contact other Union officers regarding the aforementioned functions.

Section 4. The following activities may be conducted on the premises of the Employer only during the non-duty hours of all the employees involved: Internal Union activities relating to the organizing efforts and the internal management of the Union including but not limited to: the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization or revocation forms, campaigning for the Labor organization office, and posting and distribution of literature including newspapers. Such Union activities may be conducted only in areas authorized by the Employer where the activities will not interfere with other employees of the Government who are in a duty status.

Annotations – Article 10 – Union Representation

Section 1. *The Parties' intent is that all designations will be in writing and the Union is responsible for keeping these designations current. Management will follow the most current designations they have been given in writing.*

Section 3. *The process given in this section does not exclude the ability of Union representatives and their supervisors to craft a mutually agreed upon alternative process.*

For recording time on time and attendance (T&A) forms, Union representatives use the following Codes:

a. Term Negotiations – time used by Union representatives to prepare for and negotiate a basic CBA or its successor.

b. Midterm Negotiations – time used to bargain over issues raised during the life of a term agreement. This includes bargaining over procedures and appropriate arrangements.

c. Dispute Resolution – time used to process grievances up to and including arbitration and appeals of BUEs before various third parties, such as MSPB, FLRA, and EEOC.

d. General Labor – Management Relations – Time used for activities not included in the above three categories. Examples of such activities include meetings between Labor and Management officials to discuss general conditions of employment (but not bargaining), Labor-Management committee meetings, Labor relations training for Union representatives, and Union participation in formal discussions and investigative interviews.

Section 3.2. *Examples of these types of functions are providing advice and assistance to BUEs regarding their rights and obligations, representing the Labor organization during examinations in connection with investigations pursuant to 5 USC 7114(a)(2)(B), representing the Labor organization in formal discussions pursuant to 5 USC 7114(a)(2)(A), or participating in Partnership activities.*

Section 3.8. *Examples of this type of function are providing information, providing or receiving advice and guidance on case handling, responding to management positions, etc.*

The key requisite for a lobbying activity to be considered a representational function under the statute is that such lobbying pertains to legislation that would directly impact working conditions for employees represented by the Union official. In addition to limitations under law and applicable case law, the Parties have agreed to specific parameters. This section does not preclude Union officials from lobbying in their Union capacity during off-duty time.

The Parties recognize that there are cases where the Union may choose to designate an official other than the Local official, including officials who are not employees, to handle particular matters. The Union is expected to communicate with the proper Management official any travel and/or per diem that will be requested and that needs to be approved prior to commencement. Factors to be considered in approving travel and/or per diem include, but are not limited to:

a. Unavailability of the designated Union representative and

b. Promotion of efficient and proper administration of the Agreement, i.e., at the Nevada National Security Site and White Sands Missile Range.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Common Goal: The purpose of this article is to provide a mutually acceptable method for the prompt resolution of workplace issues raised by the Parties and/or employees pursuant to 5 USC 7121. The Parties agree that most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and the public interest. The presentation of a grievance by an employee for resolution under the procedures of this Article will not be construed as reflecting unfavorably upon the employee, but as an appropriate method for resolving matters of personal concern.

A grievance is recognized as any complaint by a BUE, by a group of BUEs, by the Union, or by the Employer for relief in a matter of concern or dissatisfaction subject to the control of the Employer or the Union. A grievance can be a complaint by the employee, Labor organization, or agency concerning the effect or interpretation or a claim of breach, of this CBA. It may also be a claimed violation, misinterpretation, or misapplication of any law, rule, or regulations affecting conditions of employment. This Grievance Procedure is the exclusive procedure available to the Parties and employees in the bargaining unit for resolving grievances.

Section 2. Application:

a. A grievance may be filed by an employee or a group of employees, by the Union, or by Management.

b. Only the Union or a representative designated by the Union may represent employees in such grievances.

c. Any employee or group of employees may personally present a grievance and have it resolved without Union representation provided that the Union is given an opportunity to be present at all formal discussions in the grievance process.

d. Any resolution must be consistent with the term of this agreement.

Section 3. Exclusions:

a. Any claimed violation of 5 USC 73(III) relating to prohibited political activities (Hatch Act);

b. Retirement, life insurance, or health insurance;

c. A suspension or removal under 5 USC 7532 (national security reasons);

d. Any examination, certification, or appointment;

e. The classification of any position that does not result in the reduction in grade or pay of an employee;

f. RIFs or furloughs of more than 30 days;

g. Separation during a probationary or trial period. (Grievance rights of probationary or trial employees will be consistent with their appellant rights before the MSPB.);

h. Separations or a RIF taken against specific employees who have no statutory right to appeal those adverse personnel actions to the MSPB. (This exclusion shall be null and void should a decision by mutual agreement of the Parties or by a third party be rendered that a precedential change in case law occurred that approves or provides for grievances of this nature.);

i. All complaints, including discrimination complaints that have been raised in any other procedure, formally or informally, before being initiated at the informal stages of this procedure;

j. Any matter that is not timely presented or elevated in accordance with the prescribed procedure and time limits in the Grievance Procedure or in the Articles on Arbitration;

k. Bills of collections issued to employees, which are covered by special process; and

l. Determination of exempt/nonexempt status and claims for compensation under the FLSA.

Section 4. Pre-grievance Process:

a. The Parties agree that the participation in the pre-grievance process does not constitute the formal election of the negotiated grievance procedure.

b. The grievant and/or representative must file the pre-grievance notification with the appropriate official in writing within 15 days of the incident resulting in the complaint or the date the grievant became aware of the matter.

c. All required information must be provided in the pre-grievance notification. A sample of a pre-grievance notification has been provided in Appendix B of this agreement. When submitting a pre-grievance notification, the grievant or his or her representative shall:

1. Identify the incident resulting in the complaint;
2. Identify the date of the incident;
3. Provide suggestions for remedies; and

4. Identify that this is a pre-grievance notification. Grievant(s) should state this identification in the subject of an e-mail or hard-copy document.

d. The grievant shall file the informal grievance with the supervisor or management's designated official. A copy of the pre-grievance must be concurrently served to the LMRO.

e. After the pre-grievance is sent, the grievant and responding official have 30 days to resolve any issue using a dispute-resolution process that is acceptable to both Parties. If they do not reach resolution within 30 days, the grievant then has 15 days to elect to file a formal grievance.

f. During pre-grievance discussion, if the grievant and responding official determine that they cannot resolve the issue, they will document in writing that they could not reach resolution. The grievant then has 15 days to elect to file a formal grievance.

g. When a settlement agreement is reached, the grievant and the appropriate official will sign and date the agreement. If a settlement agreement is signed, no formal grievance will be filed on the issue raised on the pre-grievance.

Section 5. Negotiated Formal Grievance Procedure:

a. For those matters that are grievable, this procedure shall be the exclusive procedure for the Parties and employees. However, nothing in this section shall prevent employees from exercising their statutory rights to:

1. File an EEO complaint;

2. Appeal adverse actions or actions for unacceptable performance to the MSPB; or

3. File a charge of an unfair labor practice (ULP) with the FLRA, provided that the employee has not filed a grievance in writing on the matter in accordance with this Agreement. The forum first chosen by the employee will be considered the elected forum for the action.

b. Nothing in this section shall prevent an employee from filing a complaint with the Office of Special Counsel.

c. If the complaint is not resolved in the pre-grievance process, the grievant may file a formal written grievance within 15 days of the end of the pre-grievance period or date of the agreement that the complaint could not be resolved informally. A formal grievance may not be filed unless the grievant has attempted to resolve the complaint through the pre-grievance notification process as described in Section 4 above, except as in 5(d), below.

d. No pre-grievance notification is required when a grievance is lodged in response to a written decision letter notifying the employee of an action under 5 USC 7512, Adverse Actions, or 5 USC 4303, Unacceptable Performance. An employee must file a formal grievance within 30 days of the effective date of the action.

e. The grievance notification must provide all the information listed in items 1 through 7 below. A sample copy of a grievance notification has been provided in Appendix B of this Agreement. A formal grievance will contain the following:

1. A copy of the pre-grievance notification;

2. The mutual agreement that the issues could not be resolved, if applicable;

3. An explanation of the issue(s) being grieved, to include the date of the occurrence, the name(s) of all known witnesses to the incident, and facts and circumstances that caused the grievance;

4. Any additional supporting evidence;

5. The relief requested;

6. The name of the aggrieved employee's representative; and

7. Identification that the document is a grievance notification. Grievants are encouraged to state this identification in the subject line of an e-mail or hard-copy document.

f. The grievant shall file the formal grievance with the second-line supervisor or the designed management official, and a copy of the grievance must be concurrently served on the Labor-Management Relations Officer.

g. If the receiving official does not have authority to resolve the formal grievance, he or she will forward the grievance to the appropriate deciding official who has the authority. The deciding official, with assistance from the LMRO, will examine the issue(s) and conduct fact-finding deemed necessary to understanding the matter being grieved before issuing a decision.

h. A written decision will be transmitted to the grievant within 30 days after the filing of the formal grievance.

i. This response shall be the final decision on the grievance. If the grievance is not resolved, the matter may be referred to arbitration in accordance with Article 12.

Section 6. Authority: The responding official in the pre-grievance process and deciding official in the formal grievance must have full authority to resolve all issues raised by the grievant.

Section 7. Time Limits:

a. Time limits for the procedures in this Article start on the day following transmittal or occurrence.

b. The intent of the Parties is for all participants to act within the time limits allowed within this Article. However, time limits in this Article may be extended by mutual consent of the grievant and appropriate responding or deciding official or LMRO.

c. When information needed by Management to process a formal grievance is requested from a grievant or the Union, the time limits will be extended equal to the amount of time required to receive the information, but not more than 30 days. If the information is not received during that time, Management will render a decision based on the information it has.

d. When information needed by the Union to process a formal grievance or to determine whether a formal grievance exists is requested from Management, the time limits will be extended equal to the amount of time required to receive the information, but not more than 30 days.

e. Failure by the grieving party to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance unless mitigating circumstances prevail.

f. Failure of the deciding official to meet time limits on formal grievances or to request and receive an extension of time shall result in the deciding Party's liability for the arbitrator fees and expenses, unless mitigating circumstances prevail.

Section 8. Grievance Termination: Management will cancel an employee's grievance:

a. At the employee's request;
b. Upon termination of the employee's employment with the Agency; or
c. Upon the death of the employee, unless the grievance involves a question of pay.

Annotations – Article 11 – Grievance Procedure

Subsection 4.e. *The individual receiving the pre-grievance notification will need to promptly review the issue, decide which Management official has the authority to resolve it, and then forward the notification to that official to attempt resolution. The management official responsible for resolving the pre-grievance should contact the LMRO immediately after receipt of the pre-grievance notification.*

Dispute Resolution Process *– Examples are meeting(s) between the appropriate Parties, a facilitated meeting, mediation, the Agency's formal Alternative Dispute Resolution (ADR) program, etc. The grievant may file a formal grievance at the end of the pre-grievance period.*

Section 4.g. *The settlement agreement will resolve all issues in the matter, with no further action needed. For example, if there are four issues in the complaint, and a settlement is signed, then all four issues are considered resolved and a formal grievance will not be filed. If two of the four are all that can be resolved, then there is no settlement and all four issues can then be submitted in a formal grievance. The intent is to have all appropriate people involved in the resolution so that the complaint can be settled (i.e., the division chief may need to involve a first line supervisor, and a subject matter expert to resolve the complaint). The settlement agreement can be addressed in an e-mail.*

Section 5.b. *A prior grievance does not bar a whistleblower appeal to the Office of Special Counsel or individual right of action appeals to the MSPB arising from whistleblower allegations.*

Section 5.c. *The formal grievance may be filed sooner than the end of the 30-day pre-grievance period, if the grievant and the responding official agree that the*

issue cannot be resolved at the pre-grievance stage. In this case, a simple statement that the Parties were not able to reach agreement with the date is all that is needed to document this fact. This can be done in an e-mail message indicating the issue could not be resolved at the pre-grievance stage.

Section 7.a. *If documents are provided through hard-copy mail only, then the 15-day timeframes given in the contract for the grievance and the grievance response start the day after the postdate on the hard-copy mail (or the confirmation/ transaction dates if Federal Express or United Parcel Services, etc., are used).*

Section 7.c. *The Parties are encouraged to transmit grievance correspondence in an efficient manner, including the use of electronic delivery. Ideally "transmittal" should be done in such a way that it can be verified. Additionally, because the timeframes are based upon date of transmittal, parties involved in grievance proceedings are encouraged to provide for back-up representation during times when they expect to be away from the office for an extended period of time, or to provide a contact phone number.*

Section 7.e. *"Mitigating Circumstances" are when the Parties recognize that there may be situations that could cause an exception to the responding official's liability for the arbitrator's fees and expenses if the time limits are not met.*

ARTICLE 12
ARBITRATION

Section 1. Right to Arbitrate:

a. If the decision on a grievance processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to arbitration. The notice invoking arbitration must be in writing, signed by the President of AFGE Local 2263 or the appropriate Management official, and submitted to the other Party within 28 days following issuance of the formal grievance decision. Notice will also include a copy of the request for a list of arbitrators or a copy of the list of arbitrators. Failure to serve this notice within the 28 days will result in termination of the grievance, unless mitigating circumstances prevail. A copy of the notice and list of arbitrators must be concurrently served to the LMRO.

b. After arbitration is invoked, the Parties may mutually agree to use a dispute resolution process. Use of the dispute resolution process does not suspend any of the timeframes in this article unless mutually agreed by the Parties.

c. The party invoking arbitration may opt to postpone the arbitration hearing date if that party has filed an ULP charge alleging information relevant to the case has been withheld until the FLRA has rendered its decision.

Section 2. Where there are a number of grievances concerning the same issue, the Parties will review the issue and may mutually agree to combine the grievances for a single decision on all the cases by the arbitrator.

Section 3. Selecting the Arbitrator: Unless otherwise agreed, the following process will be used:

a. Prior to invoking arbitration, the invoking Party will submit a request to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association for a list of seven impartial persons qualified to act as arbitrator.

b. Within 30 days after receipt of such list, Management and the Union shall confer to select an arbitrator. If either Party fails to participate in the selection process, the other Party will make a selection from the list of arbitrators.

c. If the Parties cannot agree on an arbitrator from the list, each Party shall strike one name in turn from the list. The determination of which Party shall strike first from the list will be determined by the flip of a coin. After each Party has struck three names from the list, the remaining person shall serve as the arbitrator.

Section 4. Submission: The Parties are encouraged to jointly frame the issue(s). If the Parties cannot agree on a joint statement of the issues, they will submit separate statements to each other and to the arbitrator. The arbitrator will decide the issues to be heard.

Section 5. Fees and Expenses:

a. The cost of arbitration, including panel request fees and arbitrator's fees and expenses, shall be borne by the losing Party. When a decision does not clearly favor one Party's position over the other, the arbitrator may specify that all costs should be borne equally by the Parties. The cost of arbitration expenses for threshold or enforcement issues will be paid by the losing Party in each proceeding.

b. If a clarification of an arbitrator's decision is necessary, the requesting Party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within 30 days. If jointly requested the cost will be shared.

c. An employee, who is found to have been affected by an unjustified or unwarranted personnel action that has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials to which the employee is entitled, on correction of the personnel action, is to receive reasonable attorney fees related to the personnel action, awarded in accordance with standards established under 5 USC 7701(g).

d. The arbitration hearing will be held, if possible, on Management's premises and during the regular day-shift hours unless mutually agreed otherwise. The grievant and any employee called as a witness will be excused from duty to the extent necessary to participate in the official proceedings with pay and travel expenses as authorized in Agency travel regulations. The Parties will exchange a witness list with names of witnesses and expected days of participation and estimated cost of each witness. The Parties will discuss to determine if there is an agreement concerning the witnesses. If agreement cannot be reached on the witness and whether a witness is necessary, the arbitrator will resolve the need for the witness. If travel expenses would be incurred for a witness to attend a hearing, questions raised as to whether the witness is necessary will be resolved by the arbitrator prior to the hearing. A number of Union representatives, employed by DTRA, equal to the number of Management representatives, will be entitled to official time, travel, and per diem expenses.

e. If there are costs incurred due to cancellation or rescheduling the arbitration, they will be borne by the Party requesting the change unless mutually agreed otherwise by the Parties.

f. The cost of a transcript, requested by one Party for its exclusive use and not shared, shall be borne by the requesting Party. If it is mutually agreed to request a transcript, the cost will be borne equally.

Section 6. Authority:

a. The arbitrator's authority is limited to the adjudication of issues that were raised in the grievance procedure. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement or any supplement thereto.

b. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the MSPB, the arbitrator shall be governed by 5 USC 7701(c)(1) and, to the extent applicable, by the precedent of the MSPB.

Section 7. Arbitration Process:

a. Upon selection of the arbitrator in a particular case, the respective representatives for the parties will communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The Parties will endeavor to schedule the hearing within 90 days after arbitration is invoked. If the Parties are unable to mutually agree and schedule a hearing date within 90 days, the arbitrator will select a date.

b. If the arbitrator is not available within the timeframe, the Parties shall agree either to extend the timeframe or select a different arbitrator.

c. Formal hearing: A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

d. The arbitrator will be requested to render the decision and remedy to the Parties as quickly as possible, but, in any event, no later than 30 days after the conclusion of the process as described above unless the Parties otherwise agree.

e. The arbitrator's decision shall be final and binding, unless an exception is filed with the FLRA. If no exception is filed, the arbitrator's decision and remedy will be implemented.

Section 8. Exceptions and Appeals:

a. An exception to the arbitrator's decision may be filed in accordance with FLRA regulations.

b. For arbitration cases related to actions taken under 5 USC 43, Unacceptable Performance, and 5 USC 75, Suspension of Greater Than 14 Days, Demotions, Removals, Etc., either Party may request judicial review during the 30-day period beginning on the date the award is served on the Party.

Section 9. Implementation of Arbitration Awards:

To facilitate implementation of the award, the arbitrator who heard the merits of the case will retain jurisdiction until the award is implemented. Arbitration awards will be implemented as soon as possible following the final decision. A decision is not considered final until all exceptions, if any, are resolved.

Annotations – Article 12 – Arbitration

Section 1.a. *The Party invoking arbitration must request a list of arbitrators prior to invoking arbitration so that a copy of the list request may be included with the letter invoking arbitration.*

For the last sentence, "mitigating circumstances," the Parties recognize there may be circumstances that arise that could cause the Party invoking arbitration to miss the time limit. While the Parties believe that the determination of mitigating circumstance will have to be made in the context of a given situation, and that the burden is on the late Party to convince the other Party, or arbitrator, that the circumstance warrants consideration, the Parties generally interpret the clause to be an unusual situation that effectively prevents the Party from meeting the deadline. If the grievance is taken to arbitration and the invocation of arbitration is found to be untimely, then the invoking Party is liable for the arbitrator's fees and expenses.

ARTICLE 13
PRE-NOTIFICATION FOR UNFAIR LABOR PRACTICES

Section 1. The Parties agree to work in partnership to establish an ADR program to mitigate the filing of ULPs. The Parties agree ADR increases the Parties' opportunities to resolve disputes prior to filing a formal ULP charge. Both Parties also agree ADR is not intended to replace statutory ULP practices; instead, ADR can provide long-term solutions to Union-Employer conflict. Therefore, the Parties, upon mutual agreement, are authorized to negotiate an ADR program and procedure to resolve ULP disputes before the filing of a charge.

Section 2. The Parties agree that prior to filling an ULP charge; the charging Party will serve written notice of the alleged ULP charge on the other Party. If the charged Party requests the opportunity to discuss the issues(s), the Parties will attempt resolution within 14 working days, unless the Parties mutually agree to more time. The Parties agree to provide the LMRO with a copy of the pre-notification of the alleged ULP.

Section 3. Amendment of the ULP charges on the same issue will not necessitate a new pre-notification of said charges.

Annotations – Article 13 – Pre-Notification for Unfair Labor Practices

The pre-notification allows for the Parties to have knowledge of the issues and work toward resolution without filing an ULP.

ARTICLE 14
VISITS BY UNION REPRESENTATIVES WHO ARE NOT BARGAINING UNIT EMPLOYEES

Section 1. The Employer agrees that authorized AFGE representatives, who are not employees of DTRA and who are properly designated in writing, may be permitted to visit DTRA. The Union must request each visit, in writing, at least seven calendar days in advance of the visit to the LMRO. The written request must include all of the following:

a. Name and position of the representative;
b. Purpose of the visit;
c. Employees and facilities the representative desires to visit; and
d. Visitor's expected date of arrival.

Section 2. The Employer reserves the right to deny the visit, restrict the areas the representative may visit, and escort the representative during the visit.

Annotations – Article 14 – Visits by Union Representatives Who Are Not Bargaining Unit Employees – (No Annotations)

ARTICLE 15
UNION USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Employer agrees to afford the Union the use of an appropriate DTRA facility, when available, for the Union to hold membership meetings with BUEs. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct up to two membership drives within a one-year period, up to 45 days' duration each, before and after hours and during lunch periods. The Union must request the use of the facility by writing to the LMRO at least 30 calendar days in advance of the requested date. The Union shall be responsible for the condition of the facility it uses, and it agrees to comply with the safety, security, and use policies and regulations of the Employer.

Section 2. The Employer agrees to afford the Union the use of DTRA facilities, when available, for Union representatives to engage in discussions with BUEs as authorized by the provisions of the negotiated grievance procedure. The Union shall be responsible for the condition of the facilities it uses; and it agrees to comply with the safety, security, and utilization policies and regulations of the Employer.

Section 3. Union Officials employed by DTRA will be allowed to use Agency equipment to communicate with Union officials and members of the bargaining unit as authorized by the provisions of this Agreement. Use of communication systems will be consistent with applicable laws and regulations. Communications systems are defined as the computer, fax, and land-line phone systems. Use of the communications systems for organizational drives is not authorized.

Section 4. The Employer agrees to afford the Union a reasonable amount of space on bulletin boards designated by the Employer. The Union will be responsible for the maintenance and orderly appearance of its portion of the designated bulletin boards and for the content of all the materials posted thereon. Information posted by the Union on bulletin boards will not contain items relating to partisan political matters, propaganda, or attacks upon individuals. The Union will be responsible for removing obsolete materials from the Union's portion of the bulletin boards.

Section 5. Upon request, Management agrees to furnish to the Union, usually not more than quarterly, an up-to-date list of employees in the organizational unit showing names, position, title, grade, BUS code, and official duty station. Additional information will be furnished upon request on a case-by-case basis in compliance with the Privacy Act and case law.

Section 6. A Government-owned or leased vehicle may be used solely for representational functions in accordance with 31 USC 1341 for which official time will be used, provided:

a. A vehicle is available;

b. The Union representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.;

c. Prior approval has been received by a management official, which in most circumstance would be the supervisor and the LMRO; and

d. A written justification exists on the necessity of the visit and why it would be in the best interest of the Parties. This justification can be provided in an e-mail to the supervisor with a courtesy copy to the LMRO.

Section 7. AFGE Local 2263 recognizes that Government mail and internal Government distribution systems may be used for official Government business only. The use of these systems for personal or any other non-Government purpose by BUEs will lead to disciplinary actions.

Section 8. Management will provide a site on DTRAnet for Labor-Management Relations. Information will include:

a. General information about Labor rights in the Federal Sector, i.e., "Supervisor's Guide to Labor-Management Relations";
b. Current CBA;
c. Identification of Union representative; and
d. Any pertinent memorandum of understanding (MOU) and other related information

Annotations – Article 15 – Union Use of Official Facilities and Services

Sections 1 & 2 – Article 11 in old Agreement
Section 4 – Article 12 in old Agreement
Section 5 – Article 15 in old Agreement
Section 6 – Article 17 in old Agreement
Section 7 – Article 17 in old Agreement

ARTICLE 16
NEW BARGAINING UNIT EMPLOYEES

Section 1. The Employer agrees to inform all new employees, who are assigned to positions in the bargaining unit, of the exclusive status of the Union. The Employer also agrees to inform those new employees that they are covered by the provisions of this Agreement.

Section 2. The Employer agrees to distribute to new employees, who are assigned to positions in the bargaining unit, written information that is supplied to the Employer by the Union. The Union is responsible for maintaining an adequate supply of copies of the written information with the Employer for distribution.

Section 3. The Union will be afforded a reasonable amount of time to make an introductory presentation during the orientation session held for new employees.

Such time will normally not exceed 30 minutes, although additional amounts may be negotiated.

Section 4. Orientation for new BUE processing in DTRA Albuquerque shall include an item on the in-processing checklist related to discussing labor information.

Section 6. Discussions held with new BUEs where working conditions are discussed may constitute formal meetings.

Annotations – Article 16 – New Bargaining Unit Employees

Section 5. *The time provided to the Union for meeting and speaking with employees cannot be used for internal Union business such as soliciting members or recruiting stewards. Appropriate subject matter includes, among other things, the exclusive role of the Union in representing employees, the existence and impact of any negotiated agreements, and the grievance procedure.*

ARTICLE 17
MIDTERM NEGOTIATIONS

Section 1. Purpose: to provide a process for negotiations on subjects that are not barred from further negotiations or that are identified for further negotiations.

Section 2. General Provisions:

a. In an effort to continue to develop a productive Labor-Management relationship which benefits employees, their Union, and the Employer, it is the intent of this article to encourage negotiations between the Parties.

b. The Parties agree that changing conditions of employment create a need for either DTRA or the Union to propose midterm negotiations. The Parties may propose changes in all conditions of employment not in conflict with this Agreement. The Parties recognize that the Employer has the responsibility to prescribe rules and regulations. In carrying out this responsibility, the Employer will have full regard for the rights of the Union.

c. If negotiations are requested, the Parties are obligated to meet or otherwise communicate in a timely manner and bargain in good faith.

d. Management may implement changes in conditions of employment, not in conflict with this Agreement, after notifying, in writing, the Union officials of the proposed changes and giving them the opportunity to negotiate.

e. The Parties agree that under emergency situations Management will implement changes required and negotiate changes with the Union through post impact and implementation (I&I) bargaining. Employer may take such actions as necessary, consistent with laws and governing regulations, to implement the proposed changes.

f. Management agrees that it will not unilaterally implement changes in personnel policy or practices or conditions of employment, including those originating from terms of dispute settlement agreements, unless there is an emergency or date of implementation is required by law or by the provision referenced in Article 17, Section (b) above. In those post-implementation issues, resolution or negotiations may be appropriate.

g. The Parties agree that it is in the best interest of Management and the Union to provide early notification of proposed changes in conditions of employment. This enables the Parties to address and resolve problems early in the process on the I&I of proposed changes in conditions of employment. The effort to provide early notification in changes in conditions of employment will continue to develop a productive Labor-Management relationship that benefits employees, their Union, and the Employer.

Section 3. Negotiation Procedures:

a. The Parties are committed to using an interest-based, problem-solving approach to reach agreement during these negotiations. In this respect, during these negotiations, neither party will file a grievance, institute any proceeding under the statute, or declare a proposal nonnegotiable under the statute concerning the matter. This process terminates when there is agreement on the matter or either of the parties determines that it intends to rely on its statutory rights.

b. Interest-Based Negotiation (IBN): Either party may propose a change in conditions of employment by presenting the issue to the other Party. The Parties agree that IBN is the preferred method for negotiations. The Parties are encouraged to work expeditiously.

c. Management officials are required to provide the LMRO a copy of the draft Agency issuance at the time it is distributed for comments and review. The LMRO will make a negotiability determination.

d. Non-negotiable issuance: When issuances are found to be non-negotiable, the LMRO will advise Management and the Union of its findings and no further action will be required prior to release of the issuance. The Union reserves the right to post I&I in the event changes are made during the review process that would affect the negotiability of the issuance.

e. Negotiable issuance: When issuances are found to be negotiable, the following steps will occur:

1. The LMRO will provide the Union with a copy of the proposed issuance of changes in conditions of employment prior to release of the final issuance.

2. The Union will have 14 calendar days from the date the proposed changes were served to the Union to provide its written response and proposals directly to the LMRO.

3. The LMRO will initiate arrangements for representatives of the Parties to provide input on response and proposals. The LMRO will serve as the chief negotiator for Management. The Union President or designee will serve as negotiator for Union.

4. If no response is received from the Union within 14 days, Management will consider the Union in agreement with the changes in conditions of employment and no further action is required from Management. The bargaining unit members will be included in the changes in conditions of employment upon release or the effective date of the issuance.

f. Points of contact: Designated officials for the Union will be the President, AFGE Local 2263, or designee. The designated official for Management is the LMRO or designated official.

g. Data requests: When data are requested from the other Party, any applicable time limits will be automatically extended equal to the number of days it takes to receive such data. The Parties may agree that data requests must articulate a particular need intrinsic to responding to the proposal/issue.

h. Printing and distribution: The printing and distribution of negotiated agreements will be the responsibility of Management, unless otherwise agreed. Web-based information can be used in lieu of printing and distribution.

i. The CBA is controlling, and neither Union nor Management may negotiate or implement any change that conflicts with this Agreement. For Union, only the President, AFGE Local 2263, or designee may reopen the Agreement in whole or in part during its term and only upon mutual agreement. For Management, the DTRA Chief, Human Capital Office, or the designated LMRO may reopen the Agreement in whole or in part during its term and only upon mutual agreement.

Section 4. Disputes and Impasses:

a. Disputes: If Management believes a written Union proposal is nonnegotiable, it will raise the issue of negotiability in a timely fashion, not to exceed 30 days, at the early stages of the negotiation process so that attempts can be made to cure any negotiability problems. If the Union believes management is not correct in its determination of an issue being nonnegotiable and the negotiability issue cannot be resolved, the Union will be provided, upon written request, with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the FLRA in accordance with applicable regulations.

b. Impasses: In the event of an impasse at any level, the Parties may agree to invoke mediation. If unsuccessful or if the Parties do not agree to invoke mediation, either Party may request assistance from the FMCS. If the matter remains unresolved, either Party may request impasse resolution assistance from the Federal Services Impasses Panel. Alternatively, by mutual agreement, the Parties may refer the matter to binding arbitration in accordance with Article 12, Arbitration.

Section 5. Past Practices: Privileges of employees that by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect unless modified pursuant to negotiations or such practices conflict with the Agreement, Government-wide regulation, and/or statutory provision(s). When past practices are inconsistent with Government-wide regulations or laws that require an immediate change on or by a specified date, negotiations may occur post implementation.

Annotations – Article 17 – Midterm Negotiations

Section 1. *If the Employer receives a request to negotiate over a proposal they believe is covered by current agreements, including this Agreement, the Employer may elect not to negotiate the issue again. The Agency should inform the Union that they believe that the proposal is already a "covered" negotiated provision in the Agreement.*

> ***Subsection 2.f.*** *This process pertains only to Headquarters level as it relates to new issuance in policies. This section does not apply to changes in conditions of employment made by Management at the Albuquerque level such as parking lot or office moves. This process was designed to assist Management at Headquarters level with a process to expedite issuances containing changes in conditions of employment that would have a minimal impact on the BUEs.*
>
> ***Subsection 2.g.*** *"Including dispute resolution agreements" clarifies that if the terms of dispute resolution agreements impact the bargaining unit, there is a notification obligation for potential bargaining. This obligation must be met before implementation.*

Section 3.f. *This process relates only to Headquarters level. Management must identify to the LMRO this subsection is being used.*

Within the midterm negotiation process, the Parties' preference is to use IBN versus traditional negotiation methods.

ARTICLE 18
UNION-MANAGEMENT CORRESPONDENCE

Section 1. All written correspondence required to be presented by employees and by the Parties in accordance with the provisions of this Agreement may be served personally, by first-class mail, certified mail, e-mail, or other carrier service.

Section 2. Proof of timely service of all written correspondence required to be presented in accordance with the provisions of this Agreement will be, in situations where the correspondence was not served personally, by the postmark on first-class mail or by the return post office receipt, certified mail, date of e-mail, or delivery receipt from courier.

Section 3. Except where otherwise expressly specified by this Agreement, all correspondence from the Employer to the Union will be addressed to the Union President, or an individual designated by the President for the correspondence; and

all correspondence from the Union to the Employer will always be addressed directly to the LMRO, the Employer, or a designated official.

Annotations – Article 18 – Union-Management Correspondence

The Parties agree that correspondence should be delivered in person whenever possible to encourage communication of the subject.

ARTICLE 19
LEAVE

Section 1. Annual Leave:

a. Annual leave is a benefit that accrues automatically. BUEs earn and accrue annual leave in accordance with the provisions of the laws and regulations that pertain to them. However, supervisors approve when the leave may be taken. This decision is made after considering the operational needs of the organization. Annual leave requests shall be approved except for legitimate job-related reasons. Annual leave should be requested and approved as far in advance as practical by submitting the annual leave request on Office of Personnel Management (OPM) Form 71, Request for Leave or Approved Absence. Supervisors and employees will discuss and document projected annual leave of more than three consecutive workdays by February 15. Supervisors will notify employees in writing within five days of their approval or disapproval of the leave request.

b. An employee whose personal religious beliefs require abstention from work during limited periods of time will be granted annual leave (or credit hours, compensatory time off, leave without pay (LWOP)) upon request for such periods, unless the presence of the employee is necessary for efficient operation of the workplace.

c. An employee will be granted annual leave (or LWOP, credit hours, compensatory time off) if requested in case of death of a family member. A limited amount of sick leave may also be used (See Section 2.a.6 below). Management will make every effort to grant annual leave in case of the death of a relative other than a spouse, child, sibling, or parent.

d. Annual leave in excess of the maximum allowable accumulation to an employee's credit at the end of the leave year is automatically forfeited; however, annual leave may be temporarily restored at the request of the employee if it was forfeited due to:

1. An administrative error;
2. An exigency of the public business which resulted in the cancellation of annual leave; or
3. The illness of an employee that resulted in the replacement of annual leave with sick leave.

Restoration of annual leave that was forfeited due to an exigency of the public business or sickness of the employee may be considered only if the annual leave was scheduled in writing (e.g., OPM Form 71) before the start of the third biweekly pay period prior to the end of the leave year and if the procedures in DTRA 1424.4 were followed.

Restored annual leave must be scheduled and used no later than the leave year ending two years after:

1. The date the annual leave is restored due to the administrative error;

2. The date fixed by the approving official as the termination date of the exigency of the public business which resulted in the forfeiture of the annual leave; or

3. The date the employee is determined to be recovered from the illness or injury and able to return to duty.

If the restored leave is not used within the time allotted, it is permanently forfeited. There is no legal authority to extend the time limit for use of restored leave or to provide payment for unused restored leave.

e. In situations of personal emergency, employees may request annual leave by telephone. If possible, they should telephone and personally speak to their immediate supervisors to request annual leave for emergency reasons. If the supervisor is not available, they should leave a voice message with the supervisor and a contact number where they can be reached. When the first-line supervisor is not available employees should contact their second-level supervisors to personally request annual leave for emergency reasons. In situations where employees fail or refuse to make reasonable efforts to telephone and personally request leave within two hours of their schedule time of arrival the employees are considered to be absent without leave (AWOL) and may be subject to disciplinary action. The Employer's decision to deny telephone requests for annual leave may not be capricious. The Employer has the right to require employees to

provide evidence to substantiate their reasons for requesting unscheduled annual leave for emergencies after the employee's return to work.

Section 2. Sick Leave:

a. Employees earn and accrue sick leave in accordance with governing laws and regulations. There is no limit on the amount of sick leave that may be accumulated from one leave year to the next. Earned sick leave may be used for medical appointments and for illness of the employee. Sick leave may be used for the following situations:

1. When the employee is incapacitated for the performance of duties by illness, injury, pregnancy, childbirth, mental illness, or illness resulting from vaccinations. The amount of sick leave that can be used is limited by law (to include the Family and Medical Leave Act (FMLA), 5 Code of Federal Regulations (CFR) 630.1201–1211)) and regulation (5 CFR 630.401);

2. For medical, dental, or optical examinations or treatment, including periodic physical examinations;

3. When a member of the employee's immediate family is afflicted with a contagious disease, requiring quarantine by the medical authorities having jurisdiction, and requires the care and attendance of the employee;

4. When because of the employee's exposure to a contagious disease, for which quarantine has been prescribed by the medical authorities having jurisdiction, the presence of the employee at work would endanger the health of others;

5. For participation in drug or alcohol counseling programs;

6. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member. (The amount of sick leave that can be used is limited by law and regulation (5 CFR 630.401)); or

7. For purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

The employee who is unable to report for duty because of illness will telephone his/her immediate supervisor, if possible, within two hours after he/she was scheduled to report for duty. If neither the supervisor nor a management official is available, the employee should leave a phone number on the voicemail and/or with the individual taking the message as to where he/she can be reached. Once a request is approved, the employee need not call again unless the sick leave extends beyond the original approved duration. An incapacitated employee will, if possible, provide the date he/she expects to return to duty. In a situation where an employee fails or refuses to make reasonable efforts to notify the employer, sick leave may not be approved for the employee's absence.

b. Sick leave requests for more than three consecutive workdays may require medical certification from an appropriate medical authority. Normally, for an absence of three days or less, the employee's personal certification of the reason for the sick leave is sufficient. However, medical certification may be required at the discretion of the supervisor at any time, especially if there is reason to believe the employee is not medically fit to return to duty or there is a reasonable suspicion of leave abuse. In situations of extended illness, medical certification is required periodically by the Employer to affirm the employee's continued incapacity to return to duty. When medical certification is not presented when requested by the Employer, sick leave is not approved. When medical certification is required, an employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the supervisor requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the supervisor, 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 supervisor requests such documentation.

c. In situations where there is reason to believe that a BUE is abusing sick leave, written medical certification from a medical physician may be required by the Employer for all the employee's requests for sick leave regardless of the amount of leave requested. In this situation, the employee will be specifically informed of this requirement in writing. This requirement will be reviewed by the Employer every 12 calendar months after the initial written advisory; and, if it is determined that the requirement will be discontinued, the employee will be informed of this decision.

d. Sick leave for prearranged medical, dental, or optical examination or treatment must be requested by the employee and approved by the employee's leave approving official in advance of the absence.

e. Unearned sick leave up to 240 hours may be advanced to an employee in cases of serious illness or temporary incapacity. The employee must request advance sick leave in writing on OPM Form 71. The request must be accompanied by the attending physicians' written statement of the nature of the employee's illness or temporary incapacity and the approximate date the employee may be expected to return to duty. Advance sick leave will not be granted when the Employer judges that the employee may not return to duty for a period of time sufficient in duration to repay the advanced leave.

f. For sick leave, the definition of family member means the following relatives to the employee:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof; or
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs 2. through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 3. Maternity and Paternity Leave (also see Section 4, Family and Medical Leave):

a. An absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability. The granting of leave for maternity/paternity reasons may be a combination of as many as three separate kinds of leave: sick leave, annual leave, and LWOP. The same leave policies, regulations, and procedures will be applied, including the guidelines on advancing leave, as are applicable to request for leave generally. An employee may use sick leave for periods of sickness and other incapacitation or for purposes related to the adoption of a child. An employee may use annual leave or LWOP to care for a healthy newborn or newly adopted child.

b. An employee should make known his or her intent to request leave for maternity/paternity reasons as soon as practical, including approximate dates, to allow the Employer to make necessary staffing adjustments. The maternal employee should consult her healthcare provider regarding any working conditions which she or her supervisor perceives as potentially harmful. The employee should also inform her supervisor of her plans regarding return to work.

c. A pregnant employee will be allowed to work as long as she and her healthcare provider feel it is wise, prior to delivery of the child. Management will make a reasonable effort to adjust working conditions when necessary. Continued employment will be ensured in the same or like position for an employee who wishes to return to work, unless termination is otherwise required by termination of appointment, RIF, or other unrelated reason. A request for paternal leave should be considered in the general guidelines under the FMLA and/or annual and sick leave regulations (see 5 CFR 630).This section also applies to adopting parents.

Section 4. Family and Medical Leave:

a. By reference, the provisions of the FMLA and the policies of its implementing regulations are incorporated into this Agreement; key components of the Act are contained in Section 2, Sick Leave, and this section. For more information regarding the FMLA, please refer to the OPM Web site.

b. Eligible employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

1. The birth of a child or children of the employee and the care of such children;

2. The placement of a child with the employee for adoption or foster care;

3. The care of a spouse, child, or parent of the employee, if such spouse, child, or parent has a serious health condition; or

4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

c. An employee may elect to substitute paid time off for any or all of the period of leave taken as provided for in 5 CFR 630.1205.

d. Employees must ask for leave as soon as possible when any of the above situations occur. Employees must invoke their entitlement to the FMLA in writing using a current OPM Form 71 and an FMLA medical certification form issued by a health care provider of the employee or the health care provider of the spouse, son, daughter, or parent of the employee, as appropriate.

Section 5. Military Leave:

a. Employees Returning from active military duty: Civilian employees who, as members of the National Guard or Reserve, have been called to active duty to serve in support of the Global War on Terrorism are entitled to 5 days of excused absence each time they return from active military service in the continuing Global War on Terrorism, but not more than 5 days in any 12-month period. Employees who have already returned to work and have not received 5 days of excused absence for a second or subsequent deployment may take these 5 days of excused absence at a time mutually agreeable to the employee and DTRA. The 5 days of excused absence must be granted as soon as the employee reports back to Federal civilian duty or notifies the Agency of his or her intent to return to civilian duty, except in the following two situations:

1. If the employee had already returned to Federal civilian service prior to the issuance of the Presidential memorandum on November 14, 2003, he or she may take the 5 days of excused absence at a time that is mutually agreeable with his/her supervisor.

2. If the employee has already returned to Federal civilian service and was not granted the 5 days of excused absence for a second or subsequent deployment, he or she may take the 5 days of excused absence at a time mutually agreeable with his/her supervisor.

b. Employees earn and are granted military leave in accordance with applicable laws, regulations consistent with those laws, and this Agreement.

Section 6. Leave Without Pay:

a. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted LWOP upon request, except for legitimate job-related reasons. Employees may also be granted

LWOP upon request if they have leave to their credit but, for valid reasons, choose not to take it. The approval of LWOP is a matter of administrative discretion of the Employer, and it may be granted only at the specific request of the employee. Employees are not *entitled* to LWOP at any time.

b. Subject to the operational requirements of DTRA, LWOP may be granted to employees to participate in Union activities or to serve as employees of the Union for a period of up to one year. A request for LWOP to serve with the Union for any period in excess of five calendar days must be requested by the employee to the Employer, in writing, at least 30 calendar days in advance of the requested LWOP.

c. LWOP shall be granted upon request to disabled veterans needing medical treatment, examination, or absence from duty in connection with their disability, and to reservists and National Guard personnel for military duties.

d. LWOP may also be granted on an extended basis:

1. For educational purposes;
2. While awaiting action on a retirement; or
3. While awaiting action on an Office of Workers' Compensation Programs claim.

e. An employee on LWOP under the provision of this Article for more than 120 days will be entitled to return to his or her position if their position still exists. The employee must provide written notice to the Employer of his/her intent to return to the position at least 30 calendar days in advance of the intended return date. If the position no longer exists, the employee will be afforded employment rights in accordance with governing laws and regulations.

f. Granting advanced sick leave or advanced annual leave in lieu of LWOP will be examined in each individual case and will be granted in accordance with applicable laws and regulations.

g. Employees on approved LWOP are entitled to all the rights and privileges associated with Federal employment that are permitted by governing laws and regulations for employees in an LWOP status.

Section 7. Court Leave: Court leave is the authorized absence of an employee, without charge to annual leave or loss of pay, to appear in a judicial proceeding when summoned as a witness or juror on behalf of a State or local government, the

Federal Government, or the government of the District of Columbia. Court leave is not available when the service is strictly on behalf of a private party — it must be on behalf of a government. Absences for employees summoned in cases involving only private parties may be covered by appropriate leave. The employee must submit to his or her supervisor, in advance, a true copy of the summons for jury or witness service. Employees will submit jury duty pay to DTRA, except the employee may retain payment received for expenses.

Section 8. Holiday Leave: The Parties recognize that the assignment of work on a Federal holiday is the right of the Employer. The Employer will make reasonable efforts to accommodate employees who wish to work and employees who do not wish to work on holidays. In areas where 7 days a week staffing is necessary, scheduling the use of holiday leave shall be fair and equitable. A full-time employee who is relieved from working on a day designated as a holiday is entitled to basic pay for the number of hours scheduled to work that day, not to exceed 8, 9, or 10 hours, as appropriate.

Section 9. Voting Leave: With the exception of those instances when the polls are open for three hours before or after the employee's scheduled tour of duty, an employee who desires to vote may be granted administrative leave for that purpose.

Section 10. Excused Absence: An excused absence is an authorized absence from duty without loss of pay and without charge to leave.

a. Excused absences may be granted to employees for participation in activities in accordance with Agency regulations.

b. Excused absences may also be granted when the activity shuts down due to circumstances beyond Management's control for short periods of time. Instances involving severe snowstorms, floods, excessive heat, lack of heat, or electrical outage, and similar events may be covered by this type of absence.

c. In situations where it was absolutely not possible for the employee to be on duty or to report to work on time, supervisors have the option to excuse infrequent absences and tardiness of less than an hour on the part of employees. In these situations the tardiness or absences may, at the election of the Employer, be charged to annual leave or LWOP in response to the employee's requests. The Employer reserves the right to deny requests for approved leave in each of these situations and to take disciplinary actions against the employees for unauthorized absences. Each case shall be considered on the merits.

d. The Employer is under no obligation, at any time or for any reason, to excuse an employee's tardiness in reporting for duty or unauthorized absences from duty. All employees are expected to report for duty on time every day and to remain on duty for eight full hours, or their complete tours of duty, every day. Employees who leave their duty stations early near the end of the workday are AWOL and subject to disciplinary actions.

Section 11. Absences Without Leave: In situations where an employee does not have approved scheduled leave, the employee does not report for duty, and the employee does not telephone the Employer to request leave within two hours after the employee is scheduled to report for duty, the employee is AWOL. Furthermore, in situations where an employee's request for leave is denied and the employee fails or refuses to report for duty, the employee is AWOL. An AWOL status continues until the employee reports for duty or until the employee properly requests leave and the request is approved. The Employer reserves the right to take disciplinary actions in all situations where employees are AWOL.

Section 12. Employment Interviews, Drug Testing, and Physical Examinations: With a supervisor's approval, an employee will be excused from duty for a reasonable period of time for:

a. An employment interview for a position within DoD or DTRA within the local commuting area;

b. An employment interview if the employee has received written notice of an involuntary separation or reduction in grade or equivalent for any reason other than personal cause;

c. Employee drug testing as a condition of employment with a Federal Government Agency;

d. Random drug testing under the DTRA Drug-Free Workplace Policy;

e. A physical examination as a prerequisite for employment with a Federal Government Agency; or

f. A physical examination requested by DTRA in order to determine an employee's fitness for duty.

Section 13. Documented Denial of Leave Request: If an employee properly requests annual or sick leave in advance on an OPM Form 71, and such leave request is denied by the supervisor, the supervisor will provide the employee with

the reason for the denial, in writing, on the OPM Form 71, at the time of the denial. In other cases under this Article, where leave is requested in advance on the OPM Form 71 and is denied, the employee will be given the reason for the denial in writing.

Annotations – Article 19 – Leave

Leave – Any period of absence during the basic requirement must be approved by the supervisor and charged to the appropriate leave category, or to authorized compensatory time off, time-off award, or excused absence.

> ***Subsection 1.a.*** *- The intent of the Parties is that annual leave will be approved and not denied based on arbitrary or non-work related reasons.*
>
> ***Sections 3 and 4.*** *These sections refer to Public Law 103–329, which is the FMLA. FMLA allows up to a maximum of 12 administrative workweeks of paid sick leave to care for a family member.*

ARTICLE 20
VOLUNTARY LEAVE TRANSFER PROGRAM

The voluntary leave transfer program permits civil service employees to transfer unused accrued annual leave for use by another civil service employee who needs such leave because of a medical emergency. The Parties agree that the voluntary leave transfer program is beneficial to DTRA employees, and it is supported by both Parties.

Annotations – Article 20 – Voluntary Leave Transfer Program – (No Annotations)

ARTICLE 21
WORK SCHEDULES

Section 1. Introduction: The Parties recognize the benefits to employees and the Agency to allow employees to use alternative work schedules (AWS's). The Parties will make every effort to accommodate Agency and employee needs when assigning employees to work schedules.

Section 2. Definitions:

a. Basic Work Requirement: The number of hours during a biweekly pay period, excluding overtime hours, which an employee is required to work or is otherwise accountable by use of annual or sick leave, LWOP, compensatory time off, excused absence, holiday hours, or time-off award.

1. A full-time employee's basic work requirement is 80 hours per pay period.

2. A part-time employee is required to work between 16 and 32 hours per week, or 32 and 65 hours per pay period.

b. Official Hours or Duty: The official hours within DTRA that normal operations must be open to conduct business. DTRA's official hours of duty are 7:30 AM to 4:00 PM, Monday through Friday. Non-Headquarters facilities may establish different official hours of duty. Exceptions will be negotiated by the Parties.

c. Flexible Hours: The designated time during which employees, in coordination with their supervisor, have options to vary their arrival and departure times. The flexible hours within DTRA are 6:00 am to 9:00 AM and 3:00 PM to 6:00 PM, respectively. This provision applies to employees on flexitour and compressed work schedules (CWS's).

d. Work schedules must be approved by the supervisor. This applies to all employees assigned to DTRA. An employee may change their work schedule but must have prior supervisor approval.

e. Leave will be charged in accordance with applicable rules and regulations and Article 20 of this Agreement.

f. Supervisors will approve the work schedule by signing DTRA Form 31, Proposed Work Schedule. Approved work schedules will be effective the beginning of the next biweekly pay period unless otherwise indicated on DTRA Form 31 and will remain in effect unless a temporary or permanent change is approved.

g. Supervisors will review the proposed work schedule, considering overall work requirements, employee needs, office coverage, leave, temporary duty (TDY), and other types of absence for all personnel under their supervision ensuring that work schedules are established in such a way as to facilitate mission accomplishment. Therefore, work schedules will accommodate personnel needs and facilitate official operations.

h. An employee should remain under an approved work schedule for a minimum of 90 days before submitting a request to change, unless the reason for the change is an emergency or personal hardship.

i. Work schedule deviations may occur as a result of TDY or Change in Assignment or when mission accomplishment requires an employee to be at work during official duty hours different than their approved work schedule to meet mission accomplishments. Deviations are temporary and the employee's work schedule will be adjusted back upon completion of TDY, Training, or assignment changes.

Section 3. Types of Work Schedules:

a. Standard work schedules: Employees on standard work schedules work 8 hours per day, 40 hours per week, 80 hours per biweekly pay period. Credit hours cannot be earned or used on a standard work schedule.

b. Alternative work schedules: The Parties agree that AWS's, which are flexible, and CWS's will be used service-wide according to the following guidelines and approved schedules, for the purpose of improved productivity and greater service to the public, according to 5 USC 6120–6133. Specific details of the AWS's listed below are a matter of joint discussions, including provisions for required coverage, between the respective supervisor and employee.

1. Flexitour: A flexible work schedule that allows an employee, in coordination with his/her supervisor, to select arrival and departure times within the established flexible hours. The times may vary from day to day within the biweekly pay period; however, once established and approved, they become fixed until a change in the schedule is approved by the employee's supervisor. Guidelines to flexitour:

a) Flexitour allows employees to select an arrival time between the hours of 6:00 AM to 9:00 AM and a departure time of 3:00 PM to 6:00 PM.

b) Flexitour schedules will comprise a standard work schedule of 8 hours per day, 40 hour hours per week, 80 hours per pay period.

c) Full-time employees may depart after the basic work requirements are completed unless ordered to perform

overtime work. Completion of the work requirement may consist of actual work performance or any approved use of leave (including compensatory time off, time-off award, excused absence, or a combination). Part-time employees must account for the number of hours scheduled for each day.

d) Employees under flexitour schedules may elect to work credit hours. Employees must obtain supervisory approval in advance of their intent to earn or apply credit hours to their biweekly basic work requirements.

e) Employees shall not carry over credit hour debits from one biweekly pay period to another. For example, if an employee takes off a day during the pay period and does not have sufficient numbers of credit hours in his/her account to cover that time off, the time off is charged to the appropriate leave category, compensatory time off, or time-off award.

2. Compressed Work Schedule: A CWS allows employees to fulfill their basic work requirement in less than 10 days during the biweekly pay period. Hours of duty will be established within the hours 6:00 AM to 6:00 PM. The hours of duty established for employees on a 4-10 and 5-4/9 CWS are fixed.

a) Under the 5-4/9 CWS program, a full-time employee's work schedule is eight 9-hour days and one 8-hour day to complete the basic work requirement of 80 hours within the biweekly pay period. The employee has 1 day off to complete the 10-day work cycle. A part-time employee works fewer than 40 hours in a workweek and 80 hours in a biweekly pay period. This work must be accomplished in a 4-day work week within the biweekly pay period.

b) Under the 4-10 CWS program, a full-time employee's work schedule is eight 10-hour days and one day off of each week to complete the basic work requirements of 80 hours within the biweekly pay period. A part-time employee works fewer than 40 hours in a work week and 80 hours in a biweekly pay period. This work must be accomplished in a 4 day work week with the biweekly pay period.

c. Assignment to a particular work schedule. All employees may apply for any approved AWS as described above. In reviewing a request for AWS,

Management may grant, modify, deny, or discontinue the request, based upon any of the following criteria.

1. Productivity and efficiency;

2. Level of direct or indirect services furnished to customers;

3. Cost of operations, other than reasonable administrative cost;

4. Task which must be performed within a specific period or according to a predestined schedule;

5. The degree to which workflow can be adjusted to accommodate a system of flexible and CWS's;

6. Daily or weekly peek workload when all or most of the employees in the work unit must be present;

7. Effects on recruitment and retention and opportunities for full-time and part-time employment;

8. Potential adverse impact on morale of employees who, for operational reasons, may not be placed on a flexible schedule or CWS.

d. Denied, modified, or discontinued AWS: When an employee requests a particular schedule and the request is denied, modified, or discontinued, the employee will receive a written explanation. Work schedules must be administered fairly and equitably to all employees.

e. Special Situations:

1. Management may make short-term changes, of no more than one pay period, in AWS that are necessary to accomplish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected.

2. Employees are guaranteed 8 hours on each training day.

3. Employees on TDY may be required to perform work on a day that is designated as a regular day off. This day may be rescheduled during the same biweekly pay period whenever possible or the

employee may be entitled to overtime pay or compensatory time in accordance with DTRA policy.

4. An employee who needs to work a different tour of duty will make a written request to his or her supervisor indicating the reason for his or her request for change. The employee and supervisor will discuss both employee and Agency needs related to the request. If consistent with the needs of the job, the employee may be assigned to that tour of duty. Management will provide their decision in writing. If the request is denied, modified, or discontinued, the decision will state the reason for the denial, modification, or discontinuance. The decision will be provided to the employee in a reasonable amount of time.

5. Deviations occurring on a temporary basis not exceeding 2 weeks can be made and approved by the supervisor in an emergency situation. Employee must make the request at least 24 hours in advance by contacting his/her supervisor or designated official. Temporary changes are annotated in the T&A system. Changes exceeding 2 weeks require a new DTRA Form 31 and will begin the next biweekly pay period.

6. Management will provide notice in writing of changes in work schedules. Notice will be provided at least 10 days in advance except for emergencies and unforeseen situations, which would result in undue hardship in mission accomplishment and/or substantial additional cost. Management will give consideration to an employee's personal needs when changing tour of duties.

7. Employees approved to use 5-4/9 or 4-10 will select, with supervisor approval, their "off" day and/or their "short" day. At the request of the employee, the supervisor may approve a change in the scheduled "off" day during a pay period subject to work demands.

8. As soon as becoming aware of deviations in an employee's AWS, the employees and supervisor are encouraged to have discussions to work through the deviation.

Section 4. Credit Hours:

a. Credit hours are those hours within a flexitour work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday. Credit hours are non-

overtime work and shall not be used to increase an employee's entitlement to overtime pay. Employees with hours of duty that are fixed are not entitled to credit hours (standard tour of duty or CWS).

b. Employees must obtain supervisory approval in advance of their intent to earn or apply credit hours to their biweekly basic work requirements. Supervisors may limit the number of credit hours that may be accrued when it impedes or disrupts mission accomplishment.

c. The use of credit hours must be scheduled and approved in advance like any other absences from work.

d. A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another within flexitour work schedules. An employee on a part-time tour may carry over credit hours on a prorated basis of one-fourth of his/her part-time tour hours.

e. Credit hours may be used during core hours.

Section 5. Core Hours: The designed period during which an employee must be present for duty.

a. Within DTRA, the core hours are 9:00 AM to 3:00 PM with a 30-minute lunch period taken during the hours of 11:00 AM to 2:00 PM. For a part-time employee, the core hours will be established by the supervisor according to the operational needs of the office. Changes to the default core hours may be negotiated by the Parties.

b. Meetings and other official group activities should be scheduled during the core hours, unless it is known that all individuals involved are able to attend before or after the core hours.

c. Changes to the default core hours and core days for AWS may be negotiated by the Parties.

Section 6. Rest Breaks: Authorized rest breaks, not to exceed 15 minutes approximately midway through each 4-hour period of the 8-hour workday, will be arranged by employees with the work supervisor, as needed, so as not to interrupt the work of the organization. Additionally, a 15-minute rest period is authorized within each 4-hour period of overtime worked.

Section 7. Lunch Periods:

a. The official lunch period is 30 minutes. Employees are required to take a minimum of 30 minutes for an unpaid meal break roughly halfway through their schedule on any day that they work more than 6 hours.

b. Lunch periods should be taken during the hours of 11:00 AM to 2:00 PM.

c. Employees who desire a longer lunch period, e.g., 1 hour, may extend their duty day to accommodate for the longer period, with prior approval from their supervisor. Lunch periods extending longer than 30 minutes should be reflected on DTRA Form 31.

d. Lunch periods are not considered duty time. An employee may not shorten the workday by working during the lunch period.

e. Employees who work though their lunch period are not entitled to overtime pay unless permitted by the supervisor. Employees who are required to work during their scheduled meal periods shall be compensated at the appropriate rate. As to bona fide meal periods, see 29 CFR 785.19.

Section 8. Overtime Work: Employees who perform work in excess of their established tour of duty, i.e., 8, 9, or 10 hours, as appropriate, or 80 hours in a biweekly pay period, are entitled to overtime pay or compensatory time off, subject to supervisory approval. For full-time exempt employees, overtime work consists of all hours of work in excess of the basic work requirement that is officially ordered and approved. For nonexempt employees, overtime work includes time worked voluntarily that is "suffered or permitted" without advance official approval. Overtime shall be assigned by the Employer fairly and without discrimination among available employees who have the particular skills and qualifications necessary to perform the particular overtime work. Employee leave schedules, health, and personal hardships will be considered by the Employer in making overtime assignments. Overtime assignments that are properly approved and directed are to be performed.

Section 9. Unauthorized Overtime: BUEs may not perform work for or on behalf of DTRA before or after duty hours or during nonpaid lunch periods without the explicit authorization of the Employer. Employees will not be paid for unauthorized overtime work, and they may be subject to disciplinary action for performing unauthorized overtime work.

Section 10. Call-Back Time: BUEs called in to work for periods outside of and unconnected with their regularly scheduled duty hours are entitled to a minimum

of two hours' compensation in accordance with the provisions of governing laws and regulations.

Annotations – Article 21 – Work Schedules

Subsection 2.a. *The Parties acknowledge that the standard workweek for full-time employees will consist of 5 consecutive 8-hour days (40 hours per week). This will be the default work schedule unless an employee requests and Management approves a different schedule, such as an AWS. This is not intended to change work schedules for those employees who are already on an AWS.*

Subsection 3.b. *AWS, as the term indicates, is another way to accomplish the basic work requirement other than the default work schedule.*

Subsection 3.b.1. *Flexitour is a work schedule established under 5 USC 6122. The full-time employee has an 80-hour biweekly tour of duty that allows the employee to flex his or her time worked within a flexible band of time within his or her administrative workweek.*

Subsection 3.b.2. *A CWS is a work schedule established under 5 USC 6121. The employee works less than 10 workdays within the biweekly pay period. This requires the employee to work more than 8 hours in a day on a regular basis.*

Subsection 3.e.1. *Employees cannot earn credit hours while traveling. However, once an employee arrives at his or her destination, credit hours may be earned, even though the employee is still in "travel status." For example, an employee's duty station is KAFB, NM, and he or she needs to travel to Fort Belvoir, VA. The employee, regardless of whether he or she is nonexempt or exempt cannot earn credit hours while traveling from Fort Belvoir. However, once the employee arrives in Fort Belvoir, the employee may earn credit hours for hours they elect to work, even though they are still in travel status.*

Subsection 3.e.6. *The intent is that Management will typically provide a minimum 10-day advance notice when changing tours of duty and/or regularly scheduled administrative workweeks; i.e., notice should be provided soon after the information becomes available to Management. However, the Parties acknowledge that there may be appropriate exceptions; for example, an occasion in which Management becomes aware of the need for the change less than 10 days in advance. In such a case, the*

intent is that Management will notify affected employees promptly after determining the need for the change.

Subsection 4.b. *This subsection encourages employees and supervisors to communicate regarding the earning of credit hours. Employees and their supervisors may work out ongoing arrangements for the earning of credit hours.*

ARTICLE 22
PAY AND PER DIEM

Section 1. Pay: Employees are responsible to submit accurate and timely T&A reports. It is understood that in some situations the employee may be dependent upon others to submit his or her T&A reports.

Section 2. Per Diem:

a. An employee in travel status, including temporarily detail to another duty station, will receive the per diem rate established in the Federal Travel Regulations (FTR) for that geographic area.

b. Travel charge card: Participations of BUEs in the program is subject to provision of the Travel and Transportation Act of 1998, implementing General Services Administration (GSA) regulations and Agency regulations. Travel vouchers will be submitted and processed in a timely manner in accordance with Agency policy and subordinate agreements.

Section 3. Remote Worksites: I&I of changes made to remote worksites or the establishment of new worksites are subject to negotiations.

Section 4. Compensatory Time: Compensatory time off is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked. Employee eligibility for compensatory time will be determined in accordance with the provisions of governing laws and regulations.

a. Prior approval must be obtained from the supervisor prior to earning compensatory time. Employees must submit DTRA Form 56, Civilian Overtime Request and Authorization, to the supervisor requesting the amount of compensatory time estimated to be earned.

b. Compensatory time off is earned, credited, and used in increments of 15 minutes.

c. Procedures for using compensatory time off:

1. An employee must request permission from his or her supervisor to schedule the use of accrued compensatory time by submitting the request on OPM Form 71.

2. An employee must use his or her accrued compensatory time off by the end of the 26th pay period after the pay period in which it was credited, or the employee will forfeit such compensatory time off.

Section 5. Compensatory Time Off for Travel:

a. General Information: Unless specifically excluded by the provisions of 5 USC 5542, all DTRA civilians who have a regular tour of duty for leave purpose are eligible to earn and use compensatory time off for travel. Official travel shall be scheduled to occur during an employee's tour of duty, consistent with mission requirements. Only in cases where this is not practicable will employees earn entitlement to compensatory time off for travel. Compensatory time off is earned, credited, and used in increments of 15 minutes.

b. Crediting Compensatory Time off for Travel:

1. An eligible employee who performs official travel may request compensatory time off for time spent in a travel status away from the official duty station if the travel in not otherwise compensable as defined in 5 CFR 550.1403.

2. An employee shall request credit for compensatory time off for travel by providing documentation of the time that he/she spent in an official travel status, including any meal periods.

3. Within 5 working days after returning to the official duty station, the employee must submit his/her travel itinerary or any other documentation acceptable to the employee's supervisor, in support of the request.

4. The approved compensatory time shall be annotated in the T&A system. The codes that shall be used for compensatory time off for travel are as follows: CB for earned time and CF for used time.

5. For every 8 ½ hours creditable compensatory time off for travel claimed by the employee, the supervisor will deduct ½ hour as a bona fide meal period. The only exception is a situation in which the employee is continuously traveling in a conveyance (aircraft, train, automobile); in this situation, the automatic deduction of ½ hour does not apply. Apart from the automatic deduction, any meal period reported by an employee will be deducted from creditable time.

6. Other determination regarding what time is credible for employee in a travel status will be at the discretion of the supervisor within the regulatory limited described in 5 CFR 550.1404.

7. Once the supervisor has approved the employee's request, the timekeeper will credit the employee with earned compensatory time off for travel.

c. Procedures for using compensatory Time Off for Travel:

1. An employee must request permission from his or her supervisor to schedule the use of accrued compensatory time off earned for travel by submitting the request on OPM Form 71.

2. An employee must use his or her accrued compensatory time off for travel by the end of the 26th pay period after the pay period in which it was credited or the employee will forfeit such compensatory time off.

Annotations – Article 22 – Pay and Per Diem

Section 2. *This section addresses several areas of employee entitlements related to per diem in which the Parties have particular interest. The intent of the Parties is to ensure BUEs receive the full benefit in these areas. The Parties also made a conscious decision to reference the FTR as the governing regulation on matters pertaining to per diem rates, travel charge cards, and travel.*

Section 2.c. Travel Card Charge. *Participation in this program is mandatory, and the program is subject to the Travel and Transportation Act of 1998.*

Sections 4 & 5. *Contract language is not intended to provide BUEs a clear understanding of requirements in crediting and use of compensatory time and compensatory travel time off. For detailed information, employees and*

supervisors should refer to the appropriate laws and regulations governing compensatory time.

ARTICLE 23
CHANGES TO ORGANIZATIONS

In order to facilitate pre-decisional discussion and resolution of issues regarding changes to organization, Management will inform the Union about proposed changes before a final decision is made. In discussing such information, Management will include plans to identify any individual position for abolishment.

If issues associated with planned changes to organization are not resolved collaboratively between the Parties, and when Management determines to make a change to the organization, they will notify the Union and negotiate as appropriate.

Positions being transferred to DTRA Albuquerque from another DTRA location will be reviewed by the LMRO to determine whether the position is eligible for coverage under the bargaining unit. The Union will be notified of the eligibility once a determination has been made.

Annotations – Article 23 – Changes to Organizations

Examples of changes to organizations include, but are not limited to, organization realignments; elimination, addition, or redistribution of program functions; change in position locations between subunits within the same Management unit; and/or the transfer, consolidation, or merger of two or more divisions or branches.

The intent of the Parties is to afford the Union the opportunity to provide input that may resolve issues instead of going through formal negotiations.

"Negotiate as appropriate" means that if the change to the organization is negotiable, then the impacts to BUEs and the implementation of the changes are appropriate for negotiations. Note that not all matters discussed under pre-decisional involvement are subject to negotiations under Article 17. The Parties are advised to evaluate the negotiability of issues not resolved collaboratively before proceeding with negotiations
In the last paragraph, the parties recognize with the movement of positions from one DTRA location to another location may change the BUS. Positions being moved from Headquarters will not be covered by the bargaining unit. However, in moving the position to the Albuquerque area, the position could be covered by

the bargaining unit. Each position will need to be reviewed by the LMRO to make a determination. The Union will be notified of the determination

ARTICLE 24
TELEWORK

Section 1. Telework is a voluntary program that may be authorized when an employee's officially assigned duties can be performed at an alternate location and the criteria specified in this Article can be met. The parties recognize that both regular/recurring and situational telework arrangements benefit employees and the Employer.

Section 2. The parties recognize some positions are not generally eligible for telework. These positions involve tasks that are not suitable to be performed away from the traditional worksite, including tasks that:

a. Require the employee to have daily face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via e-mail, telephone, fax, or similar electronic means;

b. Require daily access to classified information; or

c. Part of trainee or entry-level positions.

Section 3. The Parties recognize employees who telework must be available to work at the traditional worksite on an occasional basis if necessitated by work requirements. Conversely, requests by employees to change scheduled telework days in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable and consistent with mission requirements.

Section 4. Types of Telework:

a. Regular and recurring telework arrangements are approved work schedules allowing eligible employees to work at an approved alternative worksite at least one day per week (including from home). The number of days of telework is based upon workload requirements: ability to maintain effective communications in the workplace, implement new work processes, and accomplish the mission of the Agency. When an employee submits a telework request, he/she will meet with the supervisor to discuss the specifics. This discussion will assist the supervisor in recommending the number of days per week telework should be authorized. Approving officials have the sole discretion to determine the number of days per week

(from 1 to 5) a teleworker is approved to work. Approving officials will advise teleworkers of the number of days per week they are authorized to telework.

b. Situational telework means occasional, onetime, or irregular telework by an employee at an approved alternative worksite typically for a day, or a block of days, to work on projects or assignments that may be effectively performed away from the traditional worksite. Situational telework provides an arrangement for employees who, at infrequent times, have to work on projects or assignments that require intense concentration. Work assignments in this situation may include a specific project or report, such as preparing a brief or arguments, preparing an organization's budget submission, reviewing various types of proposals, or preparing research papers. Such situations may occur through the year or be a one-time event.

Section 5. Telework Agreements:

a. Prior to commencement of regular and recurring telework arrangements, the supervisor must approve the appropriate documents. Written approval or disapproval normally will occur within a reasonable time. If disapproved, the employee will be provided with a written explanation of the reason.

b. Individual participants may terminate their personal telework agreement by giving advance written notice.

c. The Employer may modify or terminate a telework arrangement if that arrangement is having a demonstrated undue adverse impact on work operations or performance. When practicable, the supervisor or manager will provide written notice prior to the cancellation of participation in order to provide adequate time for conversion back to the official duty station.

Section 6. Requirements: Employees who want to be considered to Telework must:

a. Be performing at the fully successful level;

b. Not have a disciplinary action in their record during the prior 18-month period from the date they requested to telework. This provision may be waived by the telework approving official; and

c. Not be under a letter of leave restriction. This provision may be waived by the telework approving official.

Annotations – Article 24 – Telework

For more information on telework, see DTRA Instruction 1100.2.

ARTICLE 25
EMPLOYEE DETAILS

Section 1. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period, with the employee returning to his or her regular duties at the end of the detail. The employee continues to be the incumbent of the position from which detailed.

Section 2. Employees on detail may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or training or absence of personnel. Details will be based on Management's need in the interest of economy and efficient and effective employee utilization. Details in excess of 30 days will be documented in the employee's official personnel folder (OPF) and copies of the record forwarded to the employee. Details in excess of 30 days require prior approval of the LMRO or Chief, Human Capital Office, or his/her designated official.

Section 3. If the period of a proposed detail to a position classified at a higher grade is expected to exceed 120 calendar days, the assignment will be made competitively.

Annotations – Article 25 – Employee Details – (No Annotations)

ARTICLE 26
CONTRACTING OUT

Section 1. General:

a. Management agrees to provide the Union an opportunity for pre-decisional involvement related to review of commercial activities and A-76 process pursuant to Office of Management and Budget Circular A-76. Management will notify the Union of functions planned for study concurrently with notice to field management and will consider their input.

b. In accordance with Article 17, Management agrees to notify the Union when a decision is made to contract out work that affects the working conditions of BUEs and will negotiate implementation as appropriate.

c. Management will notify the Union of any changes in applicable laws, rules, or regulations relating to contracting out work that affects either the Union or to BUEs.

d. Prior to conducting any cost comparison study of bargaining unit work, Management may consider innovative alternatives such as High Performance Work Organizations, Business Process Reengineering, etc.

Section 2. Management will provide appropriate assistance to employees adversely impacted by contracting-out decisions. Parties may negotiate specific appropriate arrangements.

Section 3. Management will post a notice to the workforce about employee responsibilities in regard to reporting fraud, waste, and abuse related to contracted services.

Annotations – Article 26 – Contracting Out – (No Annotations)

ARTICLE 27
PEFORMANCE MANAGEMENT PROGRAM

Section 1. The Performance Management Program (PMP) is required by law to provide for periodic appraisals of employees' job performances. Performance cycle for BUEs will begin October 1 of each year. Completion of the performance cycle will be September 30 of the following year. Performance elements will be given to employees no later than October 30 of each year, at which time the employee will sign the performance elements. Management will provide each employee a copy of his/her individual performance elements at the beginning of each cycle. The employer agrees to provide each employee in the bargaining unit an opportunity to participate in establishing the performance elements and standards.

Section 2. At the time a performance plan is issued, employees will be given the opportunity to review and discuss the performance elements and standards with the supervisor, including the consideration that was given to their input and recommendations. Further, upon an employee's request, the supervisor will provide clear guidance on what is required to exceed the critical performance elements of the employee's work plan. It is recognized that the final determination of performance elements and performance standards rests with Management.

Section 3. The employer will periodically discuss job performance with BUEs. During the rating period, supervisors are required to provide a minimum of at least one midyear evaluation. Midyear evaluations will be given no later than April 1 of each year for those performance plans that begin on October 1. If an employee begins later in the year, the midyear evaluation will be adjusted accordingly. Midyear evaluations will provide an opportunity for discussion and reviews regarding BUEs' work performance to include specific discussions when an employee fails to complete an assignment.

Section 4. The parties recognize that performance plans are the significant duties and responsibilities on which employee performance is appraised. They are identified through the analysis of the major job requirements of the employee's job. Performance plans must be consistent with the level of responsibility and duties of the PD. The Union recognizes that the Employer retains the right under law to unilaterally make all final decisions pertaining to the identification of performance plans and standards for all BUEs.

Section 5. Performance plans are used to measure the performance of the employee against the critical elements in the performance plan. A critical element is defined as a work assignment or responsibility of such importance that unacceptable performance would result in a determination that the employee's overall performance is unacceptable. The Employer agrees to counsel an employee whose work performance is unacceptable and to provide him/her with reasonable opportunities to raise performance to acceptable levels. These Employer and employee discussions are to be construed as counseling sessions, and employees are not entitled to representation during these discussions.

Section 6. The employee, upon request to his/her supervisor, will be provided the opportunity to discuss his/her performance at any time during the rating period, as well as at the time the supervisor meets with the employee to discuss his/her overall rating at the completion of the rating period. The employee is allowed and encouraged to provide ideas, comments, or recommendations relating to performance plans to the supervisor for consideration at any time or when his/her work is being changed. These Employer and employee discussions are to be construed as counseling sessions, and employees are not entitled to representation during these discussions. Any employee written input will be retained in the supervisor's work folder on the employee for the life of the plan.

Section 7. Authorized time spent performing Union representational functions will not be considered as a negative factor when evaluating any plan. Employees who perform Union representational services on official time as authorized by law, and do not meet the minimum time requirements prescribed by OPM for performing Management-assigned duties listed in their performance plan for an

annual appraisal, shall be appraised in accordance with applicable OPM Government-wide regulations.

Section 8. Beginning October 1, 2010, job objectives will be included into BUEs' performance plans as a method of assessing employee performance. This will allow the employee to have a clear understanding of what must be accomplished for the performance year and ensure that the supervisor has provided clear guidance on what is required to exceed the critical performance elements of the employees performance plan. It is recognized that the final determination of performance elements and performance standards rests with Management. Performance expectations in the form of job objectives will be described in the performance plan. Supervisors are encouraged to involve employees in the development of their job objectives. Normally, this process will include at least one face-to-face discussion between the supervisor and the employee. Each employee will be assigned at least one and generally three to five job objectives. These job objectives will be commensurate with duties and responsibilities assigned to the employee.

a. When new job objectives are assigned (e.g., due to a job change, additional duties, promotion, etc.), job objectives must communicate that portion of a major performance expectation that can be accomplished within the time remaining in the appraisal period. Supervisors will develop written job objectives reflective of expected accomplishments for the appraisal period. Each job objective is evaluated based on the employee's accomplishments relative to the employee's stated objectives.

b. Supervisors will clearly communicate performance expectations. Employees will be responsible for accomplishing the job objectives. When rating job objectives, a supervisor must consider all applicable performance, including, but not limited to, employee and closeout assessments that apply to the current appraisal period. Developing performance is integrated with the performance management process. Along with meaningful performance-related discussions that assist the employee in reinforcing strengths and correcting weaknesses, employee development opportunities will be discussed.

c. End of Year Performance Assessments. An integral part of the performance management process is the supervisory assessment of performance relative to job objectives. This written assessment captures the employee's accomplishments or lack thereof, if applicable, during the appraisal period and is used in the rating process. Assessing performance involves evaluating employee performance relative to communicated performance expectations, including job objectives.

1. Employee Self-Assessment: Employees are encouraged to provide a self-assessment for each job objective covering their performance and contributions to the organization for the current appraisal period. Employee self-assessments will describe accomplishments relative to performance expectations, including job objectives, organizational mission and goals, team goals, etc. The input will assist the rating official in evaluating more fully the employee's performance results. While entirely voluntary, it is recommended that the employee complete the self-assessment narrative. The employee's perspective will better inform the rating official of performance and contribution and thereby may impact the recommended rating. To facilitate completion of this self-assessment, employees are encouraged to maintain a personal record of their accomplishments, achievements, and performance throughout the appraisal period.

2. Supervisory Assessment of Employees: The supervisor (or rating official, if different) must prepare a narrative assessment for each eligible employee. Supervisors will provide a narrative assessment addressing each job objective and describing the employee's accomplishments and contributions to the organization relative to his or her performance expectations, including an assessment of each job objective. If the supervisor (or rating official, if different) has limited direct knowledge of the employee's performance, care should be taken to gather applicable facts (e.g., work products, productivity metrics, customer feedback) to inform the recommended rating of record determination process. Any time after an employee has completed the minimum period and the supervisor-employee reporting relationship or assignment changes, the supervisor will provide a closeout assessment. If such change occurs within 90 days of the end of the appraisal period, the supervisor will complete an early annual recommended rating of record. If an employee has not met the minimum period of performance by the end of the standard appraisal period, management has the discretion to extend the appraisal period. Each job objective is evaluated based on the employee's accomplishments relative to the employee's stated objectives. When rating job objectives, a supervisor must consider all applicable performance, including, but not limited to, employee and closeout assessments that apply to the current appraisal period. The result of this process is recorded as the job objective rating.

Section 9. Supervisor's Work Folder for Employee Performance: Supervisors should maintain a record of each supervised employee's performance and accomplishments in accordance with OPM's employee performance file system of records. The information in the file should be accurate and in sufficient detail and quantity to adequately support future performance-based actions to include performance ratings, awards, or actions based on unacceptable performance. Supervisors are required to maintain folder with current information to support performance rating. This folder can provide e-mail messages from customers indicating a job well done as required in customer relations. It can also include e-mail messages, letters or other documents related to a job not so well done. Supervisors will need to maintain the information in the folder to support the performance rating and all feedback sessions, letter of warnings, or counseling sessions, etc. The folder will contain at a minimum the employee's current PD, current performance elements, previous year's rating, letters of warning or counseling, and all feedback sessions.

The Supervisor's work folder for an employee is considered personal and confidential in nature and should be locked in a secure area. The folder should never be left out with the contents displayed. The folder should never go into a cabinet where everyone has access.

Section 10. All matters relating to the application of the PMP are grievable by BUEs.

Annotations – Article 27 – Performance Management Program

Section 1. *Due to an MOU changing the BUEs' performance cycle dates, a new performance cycle is being used (e.g., performance cycle will begin October 1, 2009 and end September 31, 2010).*

Section 3. *A minimum of one midyear review must be given to each BUE during a rating cycle. It must be given to the BUE no later than April 1 of the performance cycle.*

Sections 5 & 6. *Case law identifies certain discussion as not being formal discussions:*

a. *Individual counseling sessions;*
b. *Meetings to discuss employee job performance;*
c. *Meetings called to deliver work instructions or discuss job assignments.*

Section 8. *Job Objectives allow for both supervisor and employee to identify work accomplishments for the year.*

ARTICLE 28
PERFORMANCE AWARDS

Section 1. The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both Management and the employee. The award program will be administered in accordance with 5 CFR 430, 451 and 531. The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. It is an appropriate matter for the LMRO and/or applicable Partnership Council (PC) to periodically evaluate and review the unit's awards program and make recommendations to ensure the administration of the awards program is fair, equitable, effective and understandable.

Section 2. Employee Recognition: An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of DTRA operations or is in the public interest. Group awards should be based on the employees' contribution or participatory value rather than solely on grade. Awards may have the effect of motivating employees to increase their productivity and creativity for the benefit of the Agency and its customers. Award programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards. All employees will be given an equal opportunity to work at a level sufficient for award eligibility. Except for quality step increase, all awards are available to temporary employees. However, term employees are eligible for quality step increases. The following recognition categories are available:

a. Non-monetary extra efforts awards: Recognition given for a specific outstanding accomplishment, such as superior contribution on short-term assignment or projects, and acts of heroism, scientific achievement, major discovery, or significant cost savings. Types of these awards include time-off awards, keepsakes, letter of appreciation, and honorary awards.

b. Monetary extra effort awards: Recognition given for a particular accomplishment, such as those defined in section 2.a. above. Dollar amounts are determined by the value of benefits and application of the contribution to DTRA's mission or goals. Non-monetary awards can be given in conjunction with monetary recognition. Types of these awards include extra effort, spot, gain-sharing, invention, and suggestions.

c. Performance bonuses: Monetary recognition given for performing well. Types of these awards include lump-sum performance bonuses and quality step increases.

Section 3. Management will schedule an appropriate award presentation for employees.

Section 4. The Parties recognize awards to Union officials for performing representational duties is not appropriate. This does not preclude an employee who is an official of the Union from receiving recognition, including cash awards, for special acts or for team involvement in partnership efforts or otherwise contributing to successful, collaborate Labor-Management relations.

Annotations – Article 28 – Performance Awards

Section 1. *For more information on the awards programs, refer to DTRA Guide for Employee Recognition.*

Section 4. *This section recognizes that Union officials who serve on Agency or project task forces as a PC representative or as a designee of Management, and not as a representative of the Union, are eligible to receive incentive awards consistent with FLRA guidance (Office of General Counsel Memorandum dated August 8, 1995, Subject: Duty to Bargain Over Programs Establishing Employee Involvement and Statutory Obligations When Selecting Employees for Work Groups, pp.6-8).*

ARTICLE 29
TRAINING

Section 1. General: The Parties recognize the value of a well-trained workforce and the need for a well-planned and conducted training effort. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting DTRA needs as determined by Management. The Parties further mutually agree to encourage employee self-development.

a. Scheduling: Recognizing the need for flexibility, Management retains the right to schedule and assign employees to training, determine the investment to be made in training, and to select training methods and facilities. Management will endeavor or schedule training so that, when feasible, employees will not have to travel on weekends. For those employees enrolled in work-related classes not scheduled by Management,

Management agrees to make a reasonable effort to enable an employee to adjust his or her work schedule, if feasible, in order to attend.

b. Records: Management agrees to maintain an electronic database of employee training. Employees are encouraged to provide documentation of all relevant training taken, whether at official expense or at their own expense.

c. Use of Equipment: Management agrees to make available to all employees enrolled in approved training courses all reasonable and customary equipment necessary, if available on the premises of the activity at mutually agreeable times during the employee's on-duty and off-duty hours.

Section 2. Union-Sponsored Training:

a. Union representatives may be afforded official Government time for Union-sponsored formal training on Labor relations matters that are determined by the Employer to be of mutual benefit to the Employer. Official Government time not to exceed 40 hours per person each calendar year or to exceed a grand total of 480 hours over each three-year term of this Agreement may be afforded to Union representatives under the provisions of this Article. Union-sponsored training of Union representatives must be specifically requested in writing by the Union not less than 30 calendar days in advance of the absence for training. The written request must be served on the supervisor of the employee attending the training, and a copy of the request must be concurrently served to the LMRO. Training on internal Union administrative items is not appropriate for official time.

b. The Union's written request must be accompanied by a schedule of the training, a summary of the courses, the names and credentials, and agenda of the individuals providing the training. In any situation where a Union request for official Government time for Union-sponsored training is untimely submitted, improperly submitted, or it does not contain all the information required by this Article, the request will not be approved.

c. Travel expense and per diem are authorized pursuant to use of this time. Travel will be requested and approved prior to travel. The use of a vehicle is authorized in accordance applicable rules and regulations. Excluded are travel expenses and per diem for State, Regional, or National AFGE conventions or other Union conventions and annual meeting, even though training may be part of the program.

Section 3. Jointly Sponsored Training: The Parties see value and share a mutual interest in conducting jointly sponsored training on topics relevant to the efficient and effective administration of the Agreement or to develop a common understanding of the agreement. When the Parties agree to do jointly sponsored training, they will put their agreement in writing.

Annotations – Article 29 – Training

Section 2. *The Union-Sponsored Training section covers training where the Union has control over the agenda and has used its own resources to develop and hold the training.*

> ***Subsection 2.a.*** *Union training on such topics as conducting membership drives or lobbying is related to internal Union business and consequently is not of mutual benefit. Therefore, use of official time and the payment of travel expenses are not appropriate.*
>
> ***Subsection 2.c.*** *Travel expenses and per diem can be paid, but tuition and/or registration fees are not paid or reimbursed by Management.*

Section 3. *To evaluate proposed jointly sponsored training; the Parties agree that the following process will be followed:*

> *a. Identify mutual interest for the training.*
> *b. Determine if joint training is the best option to achieve mutual interests.*
> *c. If so, look at options.*
> *d. Identify the best option, considering quality, efficiency, and overall cost effectiveness.*
> *e. Get approval and signatures to authorize payment.*
> *f. Conduct the training.*

Note: Union officials who wish to attend training that is not Union-sponsored (such as course presented by OPM, FLRA, etc.) may request inclusion of it in their Individual Development Plans.

Section 3. *Travel expenses and per diem for employees attending Union conventions are not payable, even if training occurs at the convention. Although not stated in the Agreement, if such training is determined by Management to be of benefit to DTRA, employees maybe authorized a specified amount of official time to attend.*

Agreement in writing can be done through a written e-mail message.

ARTICLE 30
POSITION DESCRIPTION

Section 1. General: Each employee shall have a PD that is accurate as to title, series, and grade, and clearly states major duties that are reflected in performance elements. A PD is deemed to be accurate when the principal duties, knowledge requirements, and supervisory relationship are described, and it covers 80 percent or more of the work situations.

a. The Employer agrees that when such terms as "other duties as assigned" are used in BUEs' PDs, those terms should be construed to mean those tasks which are usually related to the duties of the positions and are so incidental as not to be controlling of the position's series and grades.

b. Employees who feel that the series or grade of their positions has been improperly classified may file position classification appeals in accordance with the provisions of governing laws and regulations.

Section 2. New or Revised PDs: When an employee is assigned additional major duties not reflected in his or her PD, management will revise the PD to reflect the changes in accordance with the above.

When the new PD has been approved and classified, the supervisor and the employee will review and discuss the PD and how it relates to performance expectations under Article 27.

Section 3. Position Description Review/Classification Procedures:

a. Employee request for Positions Description Review: Any employee who feels that he or she is performing duties outside the scope of his or her PD, or that the PD is otherwise inaccurate, may make a written request to his or her immediate supervisor that the PD be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described.

b. Discussion with the supervisor and a determination of whether or not to submit a new PD will be concluded within 60 days of the employee's request for review.

c. If the PD is found to be inaccurate, a new PD will be prepared and submitted for classification within 60 days of the discussion between the

employee and supervisor. In conducting such reviews, the supervisor will consider the employee's written and oral comments.

d. When a PD review is initiated by Management (e.g., new classification standards or supervisor perceives a change in duties), the supervisor will discuss proposed changes to the PD and will consider feedback from the employee, prior to submitting the new PD for classification.

e. When a PD is submitted for classification, Management will communicate the classification determination to the employee within 60 days from the time the PD is returned from the classifier.

f. Management shall refrain from temporarily reassigning an employee's work during the PD review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position.

Section 4. Position Classification Review/Appeal Procedures: When the accuracy of a PD has been established under Section 3 and the employee still believes his or her position is not properly classified as to title, series, and/or grade, he or she may appeal directly to OPM. The employee may use the OPM classification appeal procedures directly.

Section 5. Non-competitive Promotions: If a review of a position or PD reveals that there has been an accretion of duties that would result in classification of a position at a higher grade, Management may decide to eliminate and/or redistribute the grade-controlling duties of the employee or the employee will be promoted. If Management eliminates and/or redistributes the grade-controlling duties, the employee will be advised in writing of this decision within 30 days of the completion of the review. If Management decides to promote the employee, he or she will be promoted within a reasonable time period.

Annotations – Article 30 – Position Description

Section 1. *There is a key difference between the assignment of ongoing (regular and recurring) duties required to be performed in the described position and those duties that are temporary or short term in nature. Supervisors and employees are not expected to be experts in position classification. However, they should focus on development of an inclusive description of the tasks or groups of tasks that occupy approximately 20–25 percent or more of the employee's time and that accurately reflects what the employee is assigned to do. They should then let the classification process determine what is series and grade controlling. The intent here is not to eliminate the flexibility of assigning undescribed "other duties," but to assure that duties that affect an employee's pay rate are included.*

Section 2.d. *If the supervisor wishes to revise the PD by changing a major duty or duties which result(s) in a need for reclassification, then the process given in Subsections 3c–f must be followed.*

Section 3. *These are the procedures to be followed if the PD needs to be revised. Subsection 3.a is used if the employee is initiating the PD review, and sets a 60-day time limit for the supervisor and employee to complete the review. Subsection 3.d is used if Management initiates the review; if the employee and supervisor cannot agree on the content of the PD, the employee may grieve the accuracy of the PD.*

> ***Subsection 3.c.*** *This section sets a timeframe for the classification of a PD to be completed, regardless of whether the employee or Management initiated the changes to the PD. It is expected that all classification and related personnel actions will be dated no later than the 60 days after receipt of the newly classified PD.*
>
> ***Subsection 3.f.*** *"Management shall refrain from temporarily reassigning an employee's work during the PD review if the sole purpose for reassigning the work is to avoid reclassification of the said employee's position" does not, nor is it intended to, interfere with Management's right to assign work. The review period does not serve as an insulated or protected period during which the employee's work cannot be reassigned for legitimate reasons. The intent of the Parties is that a supervisor cannot alter the employee's work assignment during the review period solely to alter the resulting classification.*

Section 4. *This section covers the situations where the accuracy of the PD has been established, but the classification of the position as to title, series, or grade has subsequently been called into question by the employee. The OPM appeal rights are distinct procedures.*

Section 5. *This provides the flexibility to temporarily promote the employee to perform the higher-grade duties during a time when Management intends to eliminate or redistribute the duties but has not yet carried out that decision. The Parties recognize that the employee would need to meet OPM qualification standards and any Government-wide limitations to the amount of time they can be non-competitively promoted must also be followed.*

The Parties acknowledge that Management's decision to eliminate or redistribute the duties of a position falls within Management-reserved rights. As such, a grievance over Management's decision to eliminate/redistribute the grade-

controlling duties instead of promoting the employee is sustainable only if the decision was arbitrary/capricious (e.g., a prohibited personnel practice).

ARTICLE 31
PERSONNEL RECORDS

Section 1. Where authorized by law and by regulation, employees will be given copies of all permanent records that are to be placed in the OPFs on the employees. Employees will be provided copies of all disciplinary actions that are to be placed in the OPFs, at the time the actions are executed.

Section 2. Employees may file grievances under the provisions of the Grievance Procedure in all situations where they disagree with the contents of or the materials to be placed in the OPFs.

Annotations – Article31 – Personnel Records – (No Annotations)

ARTICLE 32
HEALTH AND SAFETY

Section 1. General: The Parties mutually agree to cooperate in common efforts to create and maintain a safe and healthy workplace and safe and healthy working habits and conditions to minimize accidents and prevent work time lost due to illness or injury. A safety and health program will be administered in accordance with applicable rules and regulations.

Section 2. Workplace facilities occupied on a regular basis will have a written security plan developed jointly by the Parties. Each plan, notwithstanding Agency direction on workplace security, will be developed to meet local situations but, as minimum, must address the following:

a. Occupant emergency plans
b. Security of building and surrounding areas, such as parking lots
c. Workplace violence

Section 3. Safety and Health Inspections: Management will conduct safety and health inspection by qualified personnel of DTRA on facilities that are regularly used. All first aid kits will be part of this inspection and their content updated to published Agency standards.

Section 4. Local Safety and Health Programs: The Parties may agree through negotiations to establish safety and health programs, such as:

a. Health services;
b. Preventative medicine and wellness programs;
c. Smoking polices.

Section 5. Safety and Health Committees: The Parties may establish through negotiations, Safety and Health Committees to review health and safety programs and formulate recommendations regarding on going problems and useful improvements. The following arrangement shall be negotiated:

a. Size and composition of the committee, including Union representation;
b. Frequency and scheduling of committee meetings;
c. Selection of committee chair (by rotations, elections or appointment); and
d. Publicizing of meeting and distribution of posting of agendas.

Further details may be negotiated by the Parties.

Section 6. Health and Safety Polices:

a. Management will provide safe and sanitary working conditions and equipment, in compliance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor (DOL) Rules and Regulations, Management shall post notices informing employees of the protections and obligations provided in the OSHA.

b. The Parties agree to meet annually to review a safety and health program and to make recommendations. The meeting may be combined with another meeting as appropriate. Management agrees to provide the Union, on a case-by-case request, with available, relevant Agency information on safety and health, insofar as is compatible with the Privacy Act.

Section 7. Management agrees to provide any special and/or unusual safety equipment or supplies (such as personal protective clothing or equipment and devices) necessary as identified in appropriate law and regulations.

Section 8. Management agrees to provide adequate sanitary facilities, water, and indoor environmental conditions (including lighting; heating, air quality; and absence of pest, airborne pathogens and irritants) in work areas in accordance with law and regulations (e.g., OSHA). If it is determined that sanitary facilities, water,

indoor environmental conditions, and/or space are not adequate to protect the health and safety of an employee in any work area, corrective action will be taken to the extent feasible. In facilities not controlled by DTRA, such corrective action will be requested.

Section 9. Management will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, Management shall inform the Union and the Parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notification, warning, relocation of employees, if needed, information to employees exposed to the hazardous conditions, and other steps that Parties may agree are necessary under the circumstances, such as to hold informational meeting with affected employees.

Section 10. The Parties, in the course of normal duties, shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Union representatives, in the course of performing their normal assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area that may represent health hazards. The Parties are encouraged to work together to resolve issues related to employee health and safety as they arise.

Section 11. Unsafe Working Conditions:

a. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health and safety, he or she should report the circumstance to the immediate supervisor. The supervisor shall inspect the work area or circumstances in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety or existing conditions is raised by the supervisor, an appraisal shall be obtained from the appropriate Management official before proceeding.

b. The employee may suspend his or her work whenever the situation poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The employee will then promptly contact the supervisor as appropriate.

Section 12. No employee will be required or permitted to handle potentially hazardous material without the proper training and information as prescribed by

Federal law or regulations. As required by laws and regulations (e.g., OSHA), a chemical-exposures monitoring plan will be provided for employees working with hazardous materials that pose a threat.

Section 13. Employees will be made aware of any exposure to hazardous material when required by the Occupational Safety and Health Administration's Right to Know Regulation.

Section 14. Occupational Health and Safety Training: Management recognizes the need for training and orientation regarding occupational health and safety, including training on blood-borne pathogens, where appropriate, to ensure employee safety and a minimum loss of work time due to injuries. Management will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation of new employees. Additionally, the supervisor will instruct employees on safe working habits, practices, and procedures in regard to specific job assignments.

Annotations – Article 32 – Health and Safety

Section 4.c. *Negotiation means implementation procedures and appropriate arrangements to mitigate impacts to employees due to "Smoking policies." Examples are designated outside smoking areas at Government facilities, appropriate ash and filter receptacles in established outside smoking areas, smoking cessation programs, etc.*

Section 5. *The committee does not conduct or participate in accident investigations.*

Section 11. *The intent of this subsection is to recognize the employee may suspend his or her work whenever the situation poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. It is also the employee's responsibility, where he or she has suspended work under this provision, to take prompt and reasonable action to communicate the situation to his or her supervisor, or his or her acting supervisor in the supervisor's absence. Suspending work and removing oneself from imminent risk means protecting oneself from the danger at the worksite, but it does not mean leaving work. The employee is to otherwise remain on duty.*

ARTICLE 33
SMOKING

Section 1. The provisions of this Section may be implemented by the Employer in any organization or building at any time. Smoking is strictly prohibited by all employees at all times in designated buildings within the control of DTRA.

Section 2. The Parties concur in the findings of and support the recommendations of the Surgeon General of the United States on the hazards of smoking. The Parties agree that employees have the right to a work environment that is reasonably free of contamination.

Section 3. Once during the life of this Agreement, BUEs who smoke will, upon request, be provided a reasonable amount of Government time to attend a smoking cessation program sponsored by DTRA.

Section 4. It is recognized that designated smoking areas may need change for a variety of reasons. Changes in designed smoking areas are a change in working conditions and require prior notice to be provided to the Union before making change to the designated smoking area to allow for negotiations.

Annotations – Article 33 – Smoking – (No Annotations)

ARTICLE 34
EMPLOYEE ASSISTANCE PROGRAM

The Employer shall maintain an Employee Assistance Program (EAP) which meets the requirements and guidelines of applicable laws and regulations. EAP advisors are available to employees for short-term counseling, and to make referrals for longer-term assistance as necessary. EAP also provides counseling for legal and financial services.

The Parties acknowledge that the employee has the primary responsibility for maintaining acceptable performance and conduct and for taking necessary actions to maintain or correct performance and/or behaviors.

Annotations – Article 34 – Employee Assistance Program – (No Annotations)

ARTICLE 35
WORKSPACE

Section 1. General. The Parties agree that the physical movement of an individual or organizational group of BUEs may be necessary due to reorganization, or to promote the efficiency of operations and/or the efficient use of allocated office space. In any design or redesign of the workplace, the Agency will take into account the quality of the workplace. A quality workplace requires the efficient use of office space and attention to those factors which provide employees adequate space to do their jobs to the best of their ability.

a. Space occupied by BUEs shall be arranged and maintained so as to ensure a quality workplace.

b. The Agency agrees that workspace configurations will conform to applicable safety and health codes.

c. The parties recognize that GSA or tenant restrictions may impose limitations on space options.

Section 2. Space guidelines: In designing or redesigning the workplace, the Agency will use the following guidelines:

a. All BUEs shall have no less than 60 square feet of workspace.

b. A reasonable effort will be made not to have common-use equipment located in employee workspace.

c. The Union will be notified when there are changes to the workspace of BUEs. Except where the technology and methods or means of performing work dictate otherwise, the criteria for assigning available offices and/or workstations for BUEs will be addressed through appropriate negotiations. Generally, where consensus cannot be reached, office space shall be assigned based upon seniority, defined as length of service in the Agency.

d. Where open-space office arrangements are used, the Agency will make reasonable efforts to have windows as part of the space configuration so that employees will have access to daylight.

Section 3. Negotiations:

It is the intent of the Parties to resolve space issues at the lowest possible level. When a space change is to occur and will have an impact on BUEs, the Agency

will notify the Union. Where the Union requests negotiations, a meeting small be scheduled to discuss the proposed space changes with the appropriate Agency official(s). The discussion may include, where appropriate, such issues as the following: size, design, and location of offices and workstations; access to windows; common-use space (break rooms, conference rooms, etc.); furniture; etc.; location of common-use equipment; and storage or file space. Following conclusion of the negotiations, the Union will be given a copy of the final space plan to will be implemented.

Annotations – Article 35 – Workspace – (No Annotations)

ARTICLE 36
PARTNERSHIP PRINCIPLES

Section 1. The Parties agree that it is in the best interests of both the employer and the Union to create and maintain a Labor-Management Partnership Council under the auspices of Executive Order 12871 (October 1, 1993). A Partnership Council Charter will be created and maintained by the Council. The interaction of the Parties with respect to Council activities will be in accordance with the provisions of the Council Charter.

a. The intent of this undertaking is to enhance the Labor-Management relationship; however, it is in no way intended to replace the collective bargaining process.

b. It is understood that participation in this process is voluntary and that either Party may terminate participation at any time.

c. Representation on the PC shall be in accordance with the Council Charter.

Section 2. Participation in meetings necessary under this provision will be on official time if council members are otherwise in a duty status and will not count against the authorization of official time.

Section 3. Grievances will not be discussed during the council meetings.

Section 4. Collaborative relations: An attempt will be made to use consensus and interest-based problem solving to resolve all the issues the PC agrees to address. The Parties serve as full partners in identifying problems and crafting solutions to better serve the Agency's employees, customers, and mission. The Parties will notify one another of emerging topics or initiatives that may affect conditions of

employment, and they are encouraged to become pre-decisionally involved to facilitate the early identification and resolution of issues by the Parties and provide the opportunity for participants to add value to the outcome. Decisions and agreements reached by the Parties in collaboration are binding on the Parties.

Section 5. Resources:

a. The Parties are encouraged to use resources from various sources in pursing a collaborative Labor-Management relationship, including the formation and maintenance of PCs, Labor-Management committees, or other forums.

b. Management will maintain a Labor Relations Web site, accessible to the Parties, which contains or is linked to appropriate reference material. Materials will include minutes of the PC and other jointly issued guidance from the Parties.

c. The ability to resolve issues by consensus is requisite to effective collaborative relations. The Parties are encouraged to obtain training in interest-based problem solving.

Annotations – Article 36 – Partnership Principles

In allowing for the ability to create a council within DTRA Albuquerque, the Parties will have the ability to address issues and concerns, allowing for a collaborative working relationship in future endeavors. The desired effect of the PC would be to have a partnership that would allow for the Parties to work though changes in conditions of employment in the early stages where the opening of formal negotiations in most instances would not be needed.

ARTICLE 37
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy: The Parties shall not in any way discriminate in favor of or against any individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, mental or physical disability, marital status, sexual orientation, politics, or any other criteria that are not job related, including favoritism based on a personal relationship, patronage, or previous EEO activities.

The Parties recognize, support, and agree to adhere to the EEO policy established by DTRA, the Equal Employment Opportunity Act, the Civil Service Reform Act, and other controlling laws and regulations.

Section 2. EEO Counselors: The name, location, and phone number for the DTRA Albuquerque EEO Counselor will be posted at sites where BUEs are located. Employees and their representative will be given a reasonable amount of official time to discuss allegation(s) of discrimination with a DTRA EEO Counselor.

Section 3. EEO Information: The Employer will give access to the Union of those portions of its Affirmative Employment Plan that pertain to BUEs. The Employer will grant the Union access to all published EEO regulations and policies applicable to the Employer upon request.

Section 4. Services for Employees with Disabilities: The Employer agrees to make reasonable accommodation for employees with physical and mental disabilities in accordance with applicable laws, rules, and regulations. Reasonable accommodation may include, but is not limited to:

a. Job restructuring;
b. Making facilities accessible to and usable by all employees;
c. Acquisition or modification of equipment;
d. Providing readers for persons with visual impairments; and
e. Telecommuting.

Annotations – Article 37 – Equal Employment Opportunity – (No Annotations)

ARTICLE 38
SEXUAL HARASSMENT

Section 1. The Employer acknowledges that sexual harassment undermines the integrity of the Federal Government and will not be condoned. Merit System principles require that all employees be allowed to work in an environment free from sexual harassment. Further, sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as the taking or refusal to take a personnel action, including promotion of employees who submit to sexual advances or refusal to promote employees who resist or protest sexual overtures.

Section 2. Sexual Harassment is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

a. Submission to such conduct is made either explicitly or 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 employment decisions affecting such individual

Section 3. Individuals may report any incident of sexual harassment to their immediate supervisor, branch chief, Employee Relations Specialist, LMRO, or EEO Counselor. Upon such contact, the Employer will immediately conduct an inquiry into the matter. In determining whether the alleged conduct constitutes sexual harassment, the Employer will look at the record as a whole and the totality of the circumstances, such as the nature of the sexual advance(s) and the context in which the alleged incident(s) occurred. The Employer agrees to take prompt action to protect its employees from such activity when it is determined there is merit to the allegations of sexual harassment.

Section 4. Individuals who in good faith report violations of the sexual harassment policy are assured of freedom from restraint, interference, coercion, discrimination or reprisal for reporting violations; and any employee found to have violated this assurance shall be disciplined pursuant to Federal regulations.

Section 5. The Employer agrees to work quickly to provide appropriate relief to the complainant when the results of the investigation of the complaint so warrant. The Parties agree that the confidentiality of information related to the complaint, the investigation and any resulting resolution are paramount to the effective handling of these types of complaints.

When a grievance is filed under the negotiated procedures, resulting in arbitration, the scope of the arbitration will be limited to determining: (1) if a violation of sexual harassment policy has occurred; (2) by whom the policy was violated; and (3) the appropriate personal relief for the grievant. The Employer retains the right to determine the appropriate disciplinary action to be taken against whoever was determined to have violated the sexual harassment policy.

Section 6. The Employer agrees to provide access to the EEOC Guidelines on sexual harassment to the Union upon request.

Annotations – Article 38 – Sexual Harassment – (No Annotations)

ARTICLE 39
WORKERS' COMPENSATION

Section 1. Job-Related Traumatic Injury and Occupational Disease: The Federal Employees Compensation Act (5 USC 8101) is administered by the Office of Workers' Compensation Programs (OWCP) of DOL and provides compensation benefits to civilian employees of the United States for disability due to personal injury sustained while in the performance of duty or to employment-related disease.

Section 2. Employees should report all job-related injuries to their supervisor as soon as possible. The employee should indicate if he/she wants to file a claim with OWCP. If so, Management will provide the employee all appropriate forms. (Note: The forms must be filed with OWCP within 30 days after the incident that led to the injury.) The employee, the supervisor, and any witnesses should promptly complete the appropriate portion of the required DOL Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation. In the case of an occupational disease or illness, the employee must file the appropriate form with the supervisor.

Section 3. Employees must also report to their supervisor's work-related accidents which result in damage to Government-owned or leased property in accordance with applicable regulations.

Section 4. Where documented medical evidence shows that the work environment is contributing to a medical problem, Management will correct identified safety hazards or will make every reasonable effort to place the employee in a suitable environment and/or provide alternative work until the hazard is corrected.

Annotations – Article 39 – Workers' Compensation

Contract language is not intended to provide BUEs or supervisors an understanding of requirements for workers' compensation but to provide information and some general guidelines on the subject that must be followed. For detailed information, employees and supervisor should refer to the appropriate laws and regulations governing workers' compensation.

ARTICLE 40
INCAPACITATED EMPLOYEES

Section 1. Employees who because of illness or injury are temporarily incapacitated from performing the full range of their duties may request sick leave or LWOP for periods of recuperation until they are physically able to perform their work assignments. Temporarily incapacitated employees who are capable of performing limited duties may be assigned work, at the election of the Employer, which is commensurate with their physical limitations. The Employer is under no obligation under the provisions of law, regulation, or this Agreement to utilize employees who are physically incapable of performing the full range of their official duty assignments.

Section 2. The incapacitated employee must submit a written statement from the attending physician setting forth the nature of the incapacity and the specific physical requirements that the employee is unable to perform. The statement must include the physician's prognosis for the employee's recovery and the anticipated date that the employee will be able to return to duty.

Annotations – Article 40 – Incapacitated Employees – (No Annotations)

ARTICLE 41
LATE REPORTING DUE TO HAZARDOUS WEATHER

When poor weather and travel conditions exist, employees should monitor their local media for KAFB for delay or closure of base. If an employee should determine hazardous weather and travel situations prevent them from reporting to work, he/she is to notify the supervisor.

Annotations – Article 41 Late Reporting Due to Hazardous Weather – (No Annotations)

ARTICLE 42
TOOLS AND EQUIPMENT

The Employer will determine the methods and means for carrying out all official Government operations at DTRA. Employees will be furnished the tools and equipment that are required by the Employer for employees to carry out their official duties. Employees are fully responsible for the security and reasonable care of the tools and equipment that are assigned to them.

Annotations – Article 42 – Tools and Equipment – (No Annotations)

ARTICLE 43
CLAIMS FOR LOSS OF PERSONAL PROPERTY

Section 1. AFGE Local 2263 recognizes its responsibility to represent the interests of all BUEs. In exercising this responsibility, the Union agrees to assist employees in requesting reimbursement for their personal property lost or damaged at no fault of the employee.

Section 2. The Union agrees that the Government is not responsible for any loss or damage to employee personal property where employee negligence was involved, where the employee was not on official Government time, or where the employee was not performing official Government duties. This does not imply the Government is responsible in all other instances.

Annotations – Article 43 – Claims for Loss of Personal Property – (No Annotations)

ARTICLE 44
EMPLOYEE DEBTS

Section 1. Just financial obligations are debts that have been acknowledged by employees, reduced to judgments against employees by the courts, or otherwise imposed on employees by law. Employees of DTRA are expected to discharge their just financial obligations in a timely and proper manner so as not to threaten or reflect discredit to DTRA. The Employer will not become involved in any activities to determine the validity or amount of an employee's debts or to serve as a collection agency for an employee's creditors.

Section 2. The Employer will be concerned with only the arrangements that employees make to settle their debts that the Employer is made aware of. Continued or repeated failures of employees to settle their just financial obligations may lead to disciplinary actions, including removal actions, against the employee.

Annotations – Article 44 – Employee Debts – (No Annotations)

ARTICLE 45
DISCIPLINARY AND ADVERSE ACTIONS

Section 1. General:

The Parties agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential conduct situations that could lead to disciplinary action. When Management becomes aware of misconduct by an employee, the employee will be contacted as soon as practical and instructed to discontinue the misconduct. All formal disciplinary actions shall be effected in a prompt, fair, and equitable manner and based on just cause, consistent with applicable laws and regulations. The Parties also agree that the objective of disciplinary measures is to correct employee behavior and to prevent recurrence of misconduct.

Section 2. Traditional Discipline:

a. Discipline is defined for the purpose of this Article as any action taken against an employee that results in a letter of reprimand, suspension without pay, reduction in pay or grade, or removal from DTRA.

b. Management should consider the following relevant factors in setting penalties for major adverse actions listed below:

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;

3. Any past disciplinary record;

4. The past work record, including length of service, performance, ability to get along with fellow employees, and dependability;

5. The effect of the offense upon the employee's ability to perform at satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;

6. Consistency of the penalty with those imposed on other employees for the same or similar offenses;

7. Consistency of the penalty with any applicable agency table of penalties;

8. The notoriety of the offense or its impact on the agency's reputation;

9. The clarity with which the employee was on notice of any rules violated in committing the offense or had been warned about the conduct in question;

10. Any potential for rehabilitation;

11. Mitigating circumstances surrounding the offense; and

12. The adequacy and efficacy of alternative sanctions to deter such conduct in the future by the employee or others.

Section 3. Inquiry: The employee, in accordance with Article 7, may have a representative of the Union present during any examination of the employee by a representative of the Agency in connection to an investigation if he or she reasonably believes that the examination my result in disciplinary action against him or her and he or she requests representation. When an investigation is conducted for matters involving illegal activities, which could result in charges of felonies, misdemeanors, or security, the conditions of this section do not apply.

Section 4. Procedures:

a. Provisions are common to all disciplinary cases under 5 CFR 752.

b. Reprimand. A reprimand is a statement of censure in the form of a letter given to an employee for misconduct, or misconduct coupled with unacceptable performance, of such concern that a semi-permanent record of the incident should be established. This censure may also be given due to repetitive minor incidents of misconduct or performance deficiencies for which the employee has already been counseled.

The official letter of reprimand will:

1. Describe the reasons for its issuance;

2. Advise the employee that a copy of the reprimand will be placed in his/her OPF;

3. Explain the right to grieve in the issuance of the reprimand under the negotiated grievance procedure;

4. Will be clearly titled as a Reprimand; and

5. Will indicate the time the letter of reprimand will remain in the employee's OPF.

c. In the event an employee is issued a notice of proposed disciplinary action, that employee must be afforded and made aware of all the rights and privileges due him or her and shall be given the opportunity to review the evidence that supports charges.

d. The employee and/or representative will be granted reasonable amount of official time to prepare and answer to any proposal. Arrangements for use of such time will be made in accordance with the provision of Articles 7, 9, and 10.

e. Time limits for the employee's response may be extended upon written request.

f. Suspensions for 14 Calendar Days or Less. The following applies to an individual in the competitive service who is not serving in a temporary appointment. An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

1. The specific reason for the proposed suspension;

2. Representation by an AFGE representative, an attorney, or another representative;

3. A reasonable time to answer orally and/or in writing within 10 calendar days after receipt of such notice, and to submit affidavits or other evidence in support of his or her answer, including medical documentation (as defined in 5 CFR 339) to support any medical condition alleged to have contributed to the misconduct upon which the proposed suspension is based;

4. The name and title of the management official (deciding official) to whom any response(s) should be addressed and who will make the final decision;

5. A written decision and the specific reason, therefore, at the earliest practicable date; and

6. The opportunity to grieve the decision through the negotiated grievance procedure contained in Article 11: The written decision shall advise the employee of this right. If the employee chooses to use the negotiated grievance procedure, he or she must represent himself or herself or be represented by the Union.

g. Adverse Actions: An adverse action for the purpose of this Article refers to a suspension greater than 14 days, removal, or reduction in grade or pay, not at the employee's request. In addition to Section 4.d above, the following applies to an individual in the competitive service who is not serving as probationary or trial period under an initial appointment or has completed 1 year of current continuous employment under other than a temporary appointment and a preference eligible in the accepted service who has completed 1 year of current continuous service in the same or similar position. Such employee the following procedures will be followed:

1. The employee will receive 30 days' advance written notice unless there is a reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed (5 CFR 752.404(d)(1)) or the furlough without pay is due to unforeseeable circumstances or sudden emergencies requiring immediate curtailment of activities (5 CFR 752.404(d)(2)); or suspension of security clearance.

2. Time limits for the employee's response may be extended upon written request.

3. A written decision and the specific reason, therefore, will be provided at the earliest practicable date.

4. The decision letter will inform the employee of his or her option to appeal the action to the MSPB or through negotiated grievance procedures, but not both, and will inform the employee that he or she will be deemed to have exercised his or her option to raise the matter under one procedure or the other at the time the employee timely

files a written grievance or files a notice of appeal under the applicable MSPB procedures. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedures and the MSPB appeals procedures.

h. Employees are entitled to:

1. Representation by an AFGE representative; an attorney, or another representative; and

2. A reasonable time to answer orally and/or in writing within 21 calendar days after receipt of such notice and to submit affidavits or other evidence in support of his/her answer, including medical documentation (as defined in 5 CFR 339) to support any medical condition alleged to have contributed to the misconduct upon which the proposed suspension is based.

Section 5. Actions by the Deciding Official: The deciding official will base the decision upon the evidence available. If the deciding official determines that any of the charges cited in the proposal notice are not sustained by the evidence, those charges may not be relied upon in deciding on the appropriate action. The deciding official must then determine whether the sustained charges warrant the action proposed. The deciding official has the authority to:

a. Withdraw the proposed action;

b. Reduce the proposed penalty, but may not impose a more severe action than that proposed;

c. Institute the proposed action; or

d. Propose or implement an abeyance, use alternative discipline or other form of agreement.

Section 6. Termination and Discipline of Temporary Employees:

a. The provision of this section does not apply to termination due to lack of work, funds, or expiration of appointment.

b. A notice of termination for misconduct or unsatisfactory performance will be issued at least one working day in advance, except in cases where the employee is being terminated for a crime for which imprisonment could be imposed or where he employee is guilty of substance abuse or is a threat

to others or suspension of security clearance. If the terminations will also result in loss of rehire eligibility, a statement to that effect will be included in the termination notice.

Annotations – Article 45 – Disciplinary and Adverse Actions – (No Annotations)

ARTICLE 46
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. Consistent with 5 USC, Chapter 43, action for unacceptable performance will be handled in the following manner:

a. Performance Improvement Period: Upon notice of unacceptable performance in one or more critical elements of the employees' performance standards, the employee has at least 60 days to bring performance to an acceptable level. During the improvement period, the employee will be given the opportunity to work on those portions of the job that are unacceptable, but not to the exclusion of other work assignments. A longer period may be warranted depending on the nature of the employees' position and the performance deficiency involved. The supervisor will ensure that the employee received adequate work time in order to improve the area that has been declared unacceptable. Prior to initiating an action to remove or downgrade an employee, the employee must be given in writing:

1 Information as to how the supervisor will assist the employee in that effort.

2. Information as to what the employee must do to bring performance to acceptable level in that period.

3. A reevaluation of the employee's performance biweekly for the period.

4. The specific timeframes that the improvement period will be in effect.

Normally within 14 days after the end of the performance improvement period, the employee will be notified in writing whether the employee's performance is at least at the minimally acceptable or unacceptable level.

If the determination is that the employee's performance is unacceptable, Management may reassign the employee upon written notice that includes a statement of grievance rights or, as set forth in Subsections b and c below, propose to remove or demote the employee.

b. Notice of Proposed Action: An employee whose reduction in grade or removal is proposed is entitled to at least 30 days' advance written notice that informs the employee of:

1. The Nature of the proposed action;

2. The specific instance of unacceptable performance by the employee on which the proposed action is based;

3. The critical element(s) of the employee's position involved in each instance;

4. The time to reply;

5. The right to be represented by an AFGE representative, an attorney, or other representative; and

6. The right to make an oral and/or written reply and to receive a written decision with appeal rights.

c. Decision: After full consideration of the case, where warranted, Management will remove or demote the employee. The decision will be subject to the concurrence of an official who is in a higher position than the official who proposed the action.

Section 2. The decision letter to an employee will inform the employee of the option to appeal the action to the MSPB or through the negotiated grievance procedures, but not both. The decision letter will inform the employee that he or she will be deemed to have exercised his or her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedures. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedure or the MSPB appeals procedures.

Section 3. If the employee is the subject of an action based on unacceptable performance related to a disability, and the employee is eligible, files for disability retirement, and Management recommends approval, DTRA will consider delaying the action to allow a determination to be made concerning the disability

retirement. When an employee is approved, the employee, at his or her option, may use any available sick leave.

Section 4. The effective date of the action will be stayed 5 days from the date of the decision letter.

Annotations – Article 46 – Actions Based on Unacceptable Performance

Section 3. *The phrase "may consider" reflects that this is not an employee entitlement. .*

ARTICLE 47
TRANSFER OF FUNCTION

Section 1. Transfer of Function: Transfer of function (TOF) is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected or it is the movement of the competitive area in which the function is performed to another commuting area. The TOF will follow 5 CFR 351. The Parties will negotiate per Article 17 to the full extent permitted by law.

Section 2. This Article applies only to BUEs and bargaining unit positions. All transfers of function affecting BUEs will be accomplished in accordance with governing laws and the procedures in the Government regulations. Prior to official notification to affected employees and at the earliest practicable date, the Employer will notify the Union of the TOF. The notification will include the approximate date of the transfer.

Section 3. BUEs separated as a result of a TOF will be afforded reemployment rights in accordance with the provisions of governing laws and regulations.

Annotations – Article 47 – Transfer of Function

Examples of appropriate topics for negotiations are the content of notices (within the guidelines), definition of local commuting area, other procedures of the TOF, and arrangements for the affected employees.

ARTICLE 48
REDUCTION IN FORCE

Section 1. Policy: The Agency will follow procedures articulated in 5 CFR.

a. The decision to conduct a reduction in force (RIF) is a Management right. The implementation of a RIF will be administered by Management.

b. In accordance with OPM guidelines, Management may consider retraining an employee or modifying qualification standards, excluding positive education requirements, to allow the employee to meet the qualifications of a vacant position within a period up to 365 days of occupying the position.

c. Government placement programs: Management will offer identified employees enrollment in an explanation of placement assistance program, operated by other agencies, for which they are qualified, including:

1. The Interagency Career Transition Plan for permanent employees in surplus positions administered by OPM and other Government-wide programs and

2. The Department of Labor Workforce Investment Act of 1998 (Public Law 105–220) programs.

d. Outplacement Services: Outplacement services for identified employees, consistent with the Agency Career Transition Assistance Program policy, may be negotiated.

Section 2. Notice:

a. Management will notify the Union and give them a copy of the request for approval for RIF. This notification will be given at least 75 days prior to the effective date and takes the place of notification described under Article 17. Pre-decisional input regarding changes to organization (which may be the basis for RIF) consistent with Article 17 will still apply. The 75-day notification will include name, title, series, and grade of employees affected; efforts that have been taken to avoid RIF; and expected outcomes of the RIF. Retention registers will be made available to the Union as soon as they are developed, which will be at least 60 days prior to the effective date.

b. Sixty days prior to the RIF effective date, Management shall provide the Union a list of all positions that are considered trainee or developmental for RIF purposes, together with the Standard Form (SF) 50 showing name, position, and effective date of action assigning each incumbent to the position in question.

c. The affected employees will be given a specific RIF notice at least 60 days prior to the effective date of the RIF. Retention Registers and other RIF documents will be made available to the affected employee.

Section 3. Procedures and Appropriate Arrangements:

a. When Management decides to implement a RIF, the Parties agree that RIF and the Workforce Restructuring and Placement System (WRAPS) will be implemented simultaneously and that WRAPS is the procedure and appropriate arrangement for internal Agency placement outside the competitive area. If either of the Parties contends that a RIF situation is not conducive to the simultaneous use of WRAPS, the Parties agree to negotiate an alternative.

b. When RIF and WRAPS are implemented simultaneously:

1. The RIF procedures will be used to identify the affected employees for RIF and the same employees will be affected employees in WRAPS.

2. RIF procedures will be used for placement of affected employees within the competitive area.

3. WRAPS procedures will be used for placement of affected employees outside the competitive area, but RIF timelines will take precedence.

c. If negotiations include permissive rights, those negotiations do not serve as the Agency's election to negotiate permissive rights.

Section 4. Early-Out Retirement in RIF: Management will request OPM approved early out retirements in a significant RIF.

Section 5. LWOP During RIF: Management may, on a case-by-case basis, consider requests from employees who have received RIF notices for LWOP up to a maximum notice period of 90 days of combined duty and leave status, following issuance of notice, if such an extension will protect employees rights or avoid

administrative hardship. Management may also consider requesting approval from OPM for an extension beyond 90 days where necessary to protect employee rights or to avoid administrative hardship. An amended notice includes the total number of days specified in the original notice plus the number of days of LWOP approved, not exceeding 90 calendar days after the delivery of the original notice. If the employee does not accept an offer of another DTRA assignment, such LWOP may be canceled.

Section 6. Personnel Files: The Union and Management will jointly encourage each employee to see that his or her personnel file and employee data/skills documents (e.g., OF 612, Resume, bio sketch, etc.) are up-to-date as soon as the RIF or reorganization is announced. Management will add to the personnel file appropriate changes or amendments requested by the employee with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.

Section 7. Hiring Freezes During RIF: When a unit of DTRA determines that a RIF is necessary, a hiring freeze for the competitive area and competitive levels expected to be involved in the RIF will be implemented during the life of the RIF.

Section 8. Competitive Area and Competitive Levels:

a. The Parties acknowledge that the current FLRA case law states that competitive areas are nonnegotiable. In the event the FLRA changes its position or is overruled, either Party may propose to negotiate changes to the competitive areas.

b. The competitive areas that Management has determined it will use in the event of RIF will be provided to the Union.

c. Commuting area: When commuting areas are used to define competitive areas for RIF, they are defined as any population center, or two or more neighboring ones, and the surrounding localities in which people can reasonably be expected to travel back and forth daily. Under this definition, the standard commuting area will be 49 miles. The Parties by mutual agreement may develop a different definition in place of the 49-mile standard commuting area under this section for employees within the management unit for which they have the authority to bargain under Article 17.

d. Competitive level. The Parties agree that OPM regulations fully define competitive level. If OPM regulations change, the definition of competitive levels will change accordingly. Employees are assigned to competitive

levels based on their positions of record. Currently, the competitive level generally consists of all positions in the same competitive area that are in the same grade (or occupational level) and classification series and that are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it, without undo interruption.

Section 9. Re-promotion Rights: If Management decides to fill the same or essentially identical position, the involuntarily demoted employee will be offered re-promotion to the position or to intervening grades for a period of 2 years from the effective date of the demotion. The employee will retain re-promotion rights to the grade level from which demoted. For other vacancies within the commuting area with the same or essentially identical duties for which an involuntarily demoted employee qualifies, the employee will be offered re-promotion to the vacancy unless there is a legitimate job-related reason for not re-promoting the employee. In the event that more than one employee qualifies, the highest service computation date ranking employee will be offered re-promotion first.

Section 10. Reemployment Rights: Any employee separated through RIF will be offered reemployment to the first vacancy that management determines to fill in the same commuting area for which the employee meets basic qualifications at the same or lower grade. If more than one separated employee is qualified for a particular vacancy, the offer will be made in retention standing order. If reemployment is below the employee's former grade level, the employee will have re-promotion rights as provided in this agreement. Reemployment rights will be granted for a period of 2 years from the effective date of the RIF for career employees and 1 year from the effective date of the RIF for career conditional employees.

Section 11. BUEs affected by a RIF have the right to inspect RIF records that pertain to their individual actions, insofar as it is permissible under the provisions of laws and regulations. Employees' personal representatives are permitted to accompany them for this purpose.

Annotations – Article 48 – Reduction in Force

General Comments *– This article has been substantially rewritten from the 1998 Agreement.*

Section 1. *Recognizes that Government-wide regulations set forth in 5 CFR 351 are controlling for the basic processes and mechanics of conducting any RIF, and also provides for certain employee benefits. The singular citation of 5 CFR 351 is*

not intended to be, nor interpreted to be, exclusive or exclusionary. There are numerous Government-wide regulations in addition to 5 CFR 351, which further address employee rights and benefits applicable to RIF actions. Article 48 articulates the Parties agreement on a number of items for which the CFR provides the Agency discretion, but this article is not all-inclusive of the Parties agreements on RIF-related issues. (See discussion at Subsection 1.e. below.). The Parties intent here is to narrow the scope negotiations for any RIF by establishing certain provisions for the bargaining unit.

Subsection 1.a. *The disruption, costs, and regulatory requirements of conducting RIF dictate that RIF is not a decision to be made lightly. Management will avoid RIF through attrition, internal placements via the WRAPS, and cost reduction efforts whenever feasible, recognizing the decision to conduct a RIF is ultimately a Management right.*

Subsection 1.b. *This consideration may be applied only in the context of placement into a vacant position and has nothing to do with determining assignment rights involving encumbered positions. The phrase "may consider" reflects that this is not an employee entitlement, and it is entirely at Management's discretion to apply or not apply these options for filling any given vacancy based on Management's "job related" determination of its need to have a fully qualified employee in that position. The term "retraining" has been added to reflect that it is also a Management option. The phrase "a specified period up to 365 days" reflects both that there may be legitimate job-related reasons for a shorter timeframe and that the Parties intend that timeframe be identified in advance so that both the affected employee and the receiving unit have a clear understanding of when the employee will be expected to be at a full performance level in the offered position.*

Subsection 1.c. *Reflects provisions of 5 CFR 330. The phrase "and explanation of" obligates Management to provide affected employees with written information about, and specific orientation to, the various external placement assistance programs and available Workforce Investment Act of 1998 benefits.*

Subsection 2.a. *The Parties recognize that circumstances for prospective RIFs may limit Management's ability to furnish all the information listed in Subsection 2.a. at the time RIF authority is requested. However, Management is still obligated to provide the information listed at least 75 days prior to the RIF effective date. The Parties also recognize that the timing and content of this notice is sufficient to meet the intent of Article 17 notice and it would be redundant to require both.*

Subsection 2.c. *"Other RIF documents" could include, but are not limited to, the Agency's justification for the RIF, exceptions to the normal order of release affecting that employee, any ground rules developed for that specific RIF, and benefits information.*

Subsection 3.c. *If permissive rights are negotiated in a specific situation, such an election does not constitute an election by Management to negotiate permissive rights at any other situation including situations on that unit. Similarly, this subsection does not bar Management from negotiating on its permissive rights in other specific situations.*

Section 4. *"Early out" refers to Voluntary Early Retirement Authority (VERA).*

Section 6. *The employee's OPF is used as the exclusive information basis for making determinations of any RIF actions, so the accuracy and currency of the contents of the OPF is essential. Accurate documentation of the employee's entire employment history, training, and education is critical in determining the employee's placement opportunities and other benefits. In addition, it is important, though not required, for the employee to provide an up-to-date resume or bio sketch to be used in determining his or her qualifications should it be necessary for Management to consider offering the employee placement into a vacant position. Management may provide the employee a summary of "RIF essential" data contained in the employee's OPF, which is an optional method of allowing the employee to check the accuracy of the data; however, this does not replace or reduce the employee's right to have access to his or her full OPF if the employee chooses.*

Section 7. *The phrase "during the life of the RIF" means the entire time frame during which RIF actions are being determined and implemented.*

Subsection 8.c. *This subsection sets a new standard "default" commuting area of 49 miles, which reflects recent changes in the FTR. The commuting area is measured from the duty station, not an employee's residence. It also empowers the Parties at the affected level to negotiate and describe local commuting area if the default definition does not fit their local conditions. If the Parties cannot agree on a nonstandard local definition, they are required to use the standard definition. If they agree, their agreement on a nonstandard definition is subject to higher-level approval.*

The key consideration is contained in the first sentence in the phrase "can reasonably be expected to travel back and forth daily." Thus, the Parties' intent here is not to be construed to mean 49 air miles or simply drawing a

49-mile circle on a map. An example of one of the criteria Parties might consider in local negotiations is that the commute would, in most situations, be via year-round publicly maintained road systems. Though uncommon, it may be quite normal and reasonable in some locations for a commute to include forms of transportation other that via automobile, for instance, a ferry system, or commuter train.

ARTICLE 49
FURLOUGHS

Section 1. This article sets fourth procedures that will be followed if Management determines it is necessary to furlough career employees because of lack of work or funds or other non-disciplinary reasons.

Section 2. Management will notify the Union, depending on the scope of a proposed furlough, at least 15 days before the employees are notified. At that time, Management will advise the Union of the reason for the furlough; the number, names, titles, series, and grades of all employees affected; and the measure that Management proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (30 days for furlough of less than 30 days and 60 days for furloughs in excess of 30 days).

Section 3. Furlough documents will be made available to the affected employee and to the Union.

Section 4. The following furlough matters are appropriate for negotiations between the Parties:

a. The content of furlough notices;
b. The content of solicitation of volunteers for furlough;
c. Scheduling of consecutive or nonconsecutive furlough days;
d. Programs for counseling employees about furlough and unemployment compensations, benefits, etc.;
e. Provisions for keeping the Union informed of furlough developments;
f. Any impacts on Union representation during the furlough; and
g. The process for recall from furlough.

Section 5. Management will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.

Section 6. Furloughs for More Than 30 Days:

a. Where furlough involves only a segment of an organization within a commuting area and the furloughs are for more than 30 days, Management will consider detailing or reassigning employees to vacant positions.

b. Management will not fill vacant positions, except by internal placement, when an employee on furlough in the same competitive area is qualified and available for a position at the same or lower grade from which furloughed.

Furloughs for more than 30 days will be performed in accordance with 5 CFR 351 and OPM guidelines.

Section 7. Employees on furlough have rights at least equal to those they would have had if they had been separated and placed on the reemployment priority list.

Section 8. An Internet-based site will be established to give furloughed employees a "place" to get updates on furloughs when away from work.

Section 9. Employees will be asked to provide the LMRO and supervisor with updated contact information for callbacks. (e.g., phone number, personal e-mail address, address, etc.).

Section 10. Scheduling:

a. For furloughs of 30 days or less (short furlough), the total number of days that an employee may be furloughed shall not exceed 30 days.

b. Furloughs can be for consecutive or nonconsecutive days. Management will consider employee personal needs such as childcare and outside employment as relevant factors in determining which days will be worked during non-consecutive furloughs. Furloughs will be recorded in the correct manner to ensure unemployment benefits are afforded to eligible employees.

c. Management may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The Parties will negotiate as appropriate.

Section 11. Leave During Furlough:

a. For hardship cases, Management will consider deferring a furlough for employees on sick leave.

b. The provisions of leave restoration will apply to "use it or lose it" annual leave.

Section 12. Emergency Furloughs: Consistent with 5 CFR 752.404(d)(2), advance written notice to employees with an opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate curtailment of activities. When Management is made aware of a possible Government shutdown, it will notify the Union and provide copies of any official notices that advise the Agency of a potential furlough.

Annotations – Article 49 – Furloughs

Subsection 10.b. *Although Management is obligated to notify the union and negotiate procedures per Section 4.c, Management still has final discretion in determining whether furlough days will be consecutive or nonconsecutive. Language also requires Management to consider employee personal needs in determining which days will be worked during nonconsecutive furloughs. An additional obligation to bargain is incurred when Management, after the initial furlough notices have been given, finds it necessary to increase the number of days in the furlough.*

ARTICLE 50
EMPLOYEE PAYROLL ALLOTMENTS FOR THE PAYMENT OF UNION DUES

Section 1. A member of the Union in good standing who is in the bargaining unit may authorize a payroll allotment for the payment of Union dues. The Union has a responsibility to periodically inform employees of the prescribed procedures relating to authorizing and cancelling Union dues allotments.

Section 2. Union dues require that an SF 1187, Request for Payroll Deductions for Labor Organization Dues, be completed and forwarded to the LMRO or designee for processing. The Union will be responsible for ensuring the SF 1187 has been properly completed by the employee/Union for deduction of Union dues before submitting to the LMRO. The LMRO will forward the SF 1187 to DTRA Work Life Division for processing. Employee's pay each payroll period when the following conditions have been met:

a. The employee is a member of the Union in good standing;

b. The employee's earnings are sufficient to cover the amount of the allotment;

c. The employee has voluntarily authorized a payroll deduction for Union dues by properly completing and certifying a SF 1187, which will be made available to employees in the bargaining unit by the Union;

d. The Union has properly completed and certified the employee's SF 1187; and

e. The completed form has been properly submitted to the Employer.

An allotment for the payment of union dues may be submitted at any time. The deduction of dues will begin no later than 45 days after receipt by the LMRO or designee.

Section 3. The Union will be responsible for informing the LMRO, in writing, of the individual amount of each employee's allotment for Union dues. The Union may change the amount to be withheld from each employee's pay for Union dues by informing the LMRO in writing. Changes in the amounts of each employee's allotment will not be made more frequently than once each calendar year. The change in the amount of each employee's allotment will begin with the first full pay period which begins at least 14 calendar days after receipt of the Union's written notification, unless the Union specifies a later pay period in the notification.

Section 4. An employee's voluntary allotment for the payment of Union dues will be terminated by the DTRA Work Life Division beginning with the first full pay period following the pay period in which any of the following occur:

a. Loss of exclusive recognition by the Union;

b. Reassignment, promotion, or any personnel action that permanently removes the employee from the bargaining unit;

c. Separation of the employee from the active federal employment for any reason; or

d. Receipt by the LMRO and Work Life Division of written notice from the Union that the employee has been expelled or has ceased to be a member of the Union in good standing.

Section 5. An allotment for the deduction of Union dues from an employee's pay may also be terminated by the employee by submitting to the LMRO or designee and the DTRA Work Life Division a properly completed and certified SF 1188. An employee's termination of a payroll allotment for Union dues processed under this paragraph will be effective on the next full pay period following one year from the beginning of the employee's original allotment for Union dues or on each subsequent anniversary date of the employee's original allotment.

Section 6. Upon request, Management will submit to the Union at an address provided by the Union a list containing the name of each employee with a Union allotment and the amount of the deduction made for each employee listed.

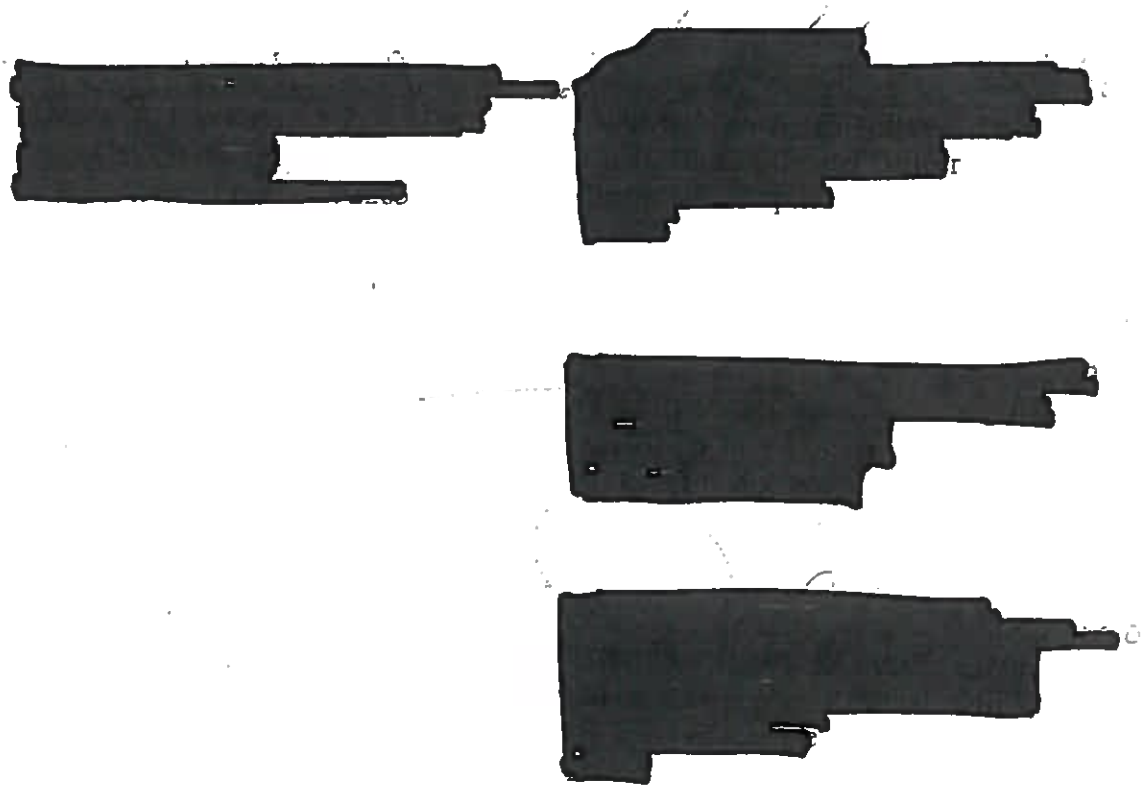
Section 7. Should the Agreement between DTRA and AFGE concerning the voluntary allotment of Union dues be discontinued or renegotiated at the time of any expiration date, then the Parties agree that the voluntary allotment of dues will continue until a new agreement between DTRA and AFGE is negotiated.

Annotations – Article 50 – Employee Payroll Allotments for the Payment of Union Dues – (No Annotations)

In witness thereof, the Parties hereto executed this basic Labor-Management Agreement on December 9, 2010.

FOR THE UNION

FOR MANAGEMENT



APPENDIX A

Glossary of Federal Sector Labor-Management Relations Terms

For the purpose of this Agreement, the terms listed below are defined as follows:

Adverse Action: an official personnel action, usually taken for disciplinary reason, which adversely affects an employee and is of a severity such as suspension for more than 24 days, reduction in grade or status, or removal.

Alternative Dispute Resolution: a number of methods by which disputes can be resolved at a level that usually does not include an administrative hearing or litigation. Within DTRA, the primary form of ADR used is mediation.

Arbitrator: an impartial third party to whom disputing parties submit their differences for decision (award).

Award: in Labor-Management arbitration, the final decision of an arbitrator, final and binding on both parties. In very limited circumstances (e.g., award is contrary to law), either party may appeal arbitrator's decision to the FLRA.

Bargaining Unit: a group of employees recognized by the employer or group of employers, or designated by the FLRA as appropriate to be represented by a Labor organization for purposes of collective bargaining. In the Federal sector, employees do not have to be dues-paying members of a union in order to be represented by the union.

Changes to Organization: changes to organizations are those that would result in:

a. establishment or abolishment of any position(s) resulting in changes to the organizations structure and/or

b. the redistribution of duties among existing positions, which affects those positions.

Collective Bargaining or Negotiations: the performance of the mutual obligation of the employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and upon request by either party to execute a written agreement with respect to terms and conditions

of employment. This obligation does not compel either party to agree to proposal or make concessions.

Collective Bargaining Agreement: a written agreement between an employer and a Labor organization, usually for a definite term, defining conditions of employment, rights of employees and Labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement (also known as Agreement, CBA, Contract, or Negotiated Agreement).

Conditions of Employment: personnel policies, practices, and matters where established by rule, regulations or otherwise, affecting working conditions. It does not include polices, practices, and matter related to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by statue.

Consensus: when all members of a group agree to select and support a specific alternative.

Day: Unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.

Emergency Situation: any situation that is temporary in nature and poses sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond Management's reasonable control or ability anticipate.

Employee: an individual employed by DTRA who is included in a representative unit or otherwise recognized by the Parties during interim situations. Such an employee is also called a bargaining unit employee. Title 5 of the USC 7103(a)(2) defines an employee as only those individuals currently employed. This definition does not include individuals who are applicants for employment. Temporary employees cease to be employees after termination regardless of rehire eligibility.

Formal Discussion: under 5 USC 7114(a)(2)(A), a discussion between Agency representative(s) and BUE(s) concerning any grievance or any personnel policy or practice or other condition of employment that affects BUEs. The exclusive representative must be given the opportunity to be present at these meeting. *Any meeting between one or more representatives of DTRA and one or more BUEs concerning any grievance, personnel policy, or practice, or other general condition of employment.*

Good Faith Bargaining: the standard of dealing imposed on an agency and an exclusive representative which include the obligation to approach negotiations with a sincere resolve to reach a CBA; to be represented by properly authorized representatives who are prepared to discuss and negotiate; to meet at reasonable times and convenient places as frequently as necessary; to avoid unnecessary delay in negotiations; and in which case of the Agency, to furnish relevant and necessary data requested by the Union to the extent required or permitted by law.

Grievance: Any complaint by any

a. employee concerning any matter relating to his or her employment;

b. Labor organization concerning any matter relating to the employment of any employee;

c. employee, Labor organization, or agency concerning

1) the effect or interpretation, or a claim of breach, of a CBA;

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

Interest-Based Problem Solving: a process of resolving problems by mutually identifying issues, interest, options, and standards by which those options are evaluated. The solution is reach by consensus or as agreed by the parties at the appropriate level.

Management: all levels of management to which DTRA assigns managerial or supervisory duties. This term is equivalent to Employer.

Midterm Negotiations: bargaining changes affecting conditions of employment during the life of this Agreement that are not in conflict with the Agreement.

Negotiations: the mutual obligation of the Parties to meet, or otherwise communicate, at reasonable times, on a timely basis, and bargain in a good faith effort to reach agreement with respect to conditions of employment.

Notification: All notification specified in this Agreement must be in writing, unless otherwise stated.

Parties: Management and Union collectively.

Partnership: a joint, voluntary process whereby the Union and Management work together cooperatively to better achieve DTRA goals and meet employee interests by identifying and mutually resolving problems and improve their day-to-day working relationships.

Pre-decisional Involvement: those activities where employees, through their elected exclusive representative, are afforded by Agency Management the opportunity for input to Management regarding decisions that affect working conditions.

Service Computation Date: For purposes of seniority in this Agreement, service computations will be computed on the basis of each employee's leave service computation date. Unless specified otherwise, this is a contractual agreement regarding use of seniority in certain situation not addressed by Government-wide regulations that prescribe the procedures to be used.

Supervisor: an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employee; to adjust their grievances; or to effectively recommend such actions. The exercise of this authority in not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Union: The AFGE Local Union, Local Officers of the Union, Union Steward, and other authorized representatives designated by any of the above.

APPENDIX B

Sample of Grievance Notifications

Type of Notification	*PRE-GRIEVANCE*

Date:	*Date Pre-Grievance is being filed.*
To:	*Pre-Grievance should be addressed to the Management Official at the lowest level who has the ability to resolve the issue.*
CC:	*Copy should always be sent to the LMRO.*
From:	*Union Official representing the case. Also included should be Union Local Number, Union Official's name, and Union Official's title.*
Subject:	*Provide the issue which has resulted in a pre-grievance being filed and referenced article number*

Date that incident occurred or employee/Union became aware of it: *Date the incident occurred or the date the grievant became aware of the incident.*

Incident being grieved:

Summary of the incident resulting in the pre-grievance.

The specifications in the Letter of Reprimand are incorrect.
Details:

Requested Resolution:

To resolve these issues, the Union and the employee request the following:

Type of Notification	*GRIEVANCE*
Date:	*Date Grievance is being filed.*
To:	*Grievance notification should be addressed to the management official at a higher level than that of the pre-grievance. The management official should have the ability to resolve the issue.*
CC:	*Copy should always be sent to the LMRO.*
From:	*Union Official representing the case. Also included should be the Union Local Number, Union Official's name, and Union Official's title*
Subject:	*Provide the issue which has resulted in a grievance being filed and the referenced article number.*
Date that incident occurred or employee/Union became aware of it:	
Incident being grieved: *Provide a detailed account of the incident resulting in the grievance.*	
Requested Resolution: *To resolve these issues,*	
All Supporting Documentation; *Provide all documentation to support the grievances, Witness Statement, timesheets, etc...*	

APPENDIX C

Abbreviations Used in the Agreement

ADR	Alternative Dispute Resolution
AFGE	American Federation of Government Employees
AFL-CIO	American Federation of Labor - Congress of Industrialized Organizations
ATAAPS	Automated Time Attendance and Production System
AWOL	Absent without leave
AWS	Alternative work schedule
BUS	Bargaining unit status
CB	Code used within the ATAAPS System for comp time earned
CBA	Collective Bargaining Agreement
CF	Code used within the ATAAPS System for comp time used
CFR	Code of Federal Regulations
CWS	Compressed work schedule
DoD	Department of Defense
DOL	Department of Labor
DTRA	Defense Threat Reduction Agency
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
FAS-LERD	Department of Defense, Civilian Personnel Management Service, Field Advisory Services, Labor & Employee Relations Division
FLRA	Federal Labor Relations Authority
FLSA	Fair Labor Standards Act
FMCS	Federal Mediation and Conciliation Service
FMLA	Family and Medical Leave Act
FTR	Federal Travel Regulations
GSA	General Services Administration
I&I	impact and implementation
IBN	Interest-Based Negotiation
KAFB	Kirtland Air Force Base
LMRO	Labor Management Relations Officer
LWOP	Leave without pay
MOU	Memorandum of Understanding
MSPB	Merit Systems Protection Board
OPF	Official personnel folder
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Act of 1970
OWCP	Office of Workers' Compensation Programs

PC	Partnership Council
PD	Position description
PMP	Performance Management Program
RIF	Reduction in force
SF	Standard Form
T&A	Time and attendance
TDY	Temporary duty
TOF	Transfer of Function
ULP	Unfair labor practice
USC	United States Code
WRAPS	Workforce Restructuring and Placement System