

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**American Federation of Government Employees**

**Local 2302**

**And**

**U.S. Army Human Resources Command**

**Fort Knox, KY**

**19 September 2017**

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## Article 1 - Recognition, Unit Description and Purpose

### Section 1-1 Parties to the Agreement

1. This Collective Bargaining Agreement (hereinafter, “CBA” or “Agreement”) is entered into and between the American Federation of Government Employees Local (AFGE) 2302 (hereafter referred to as “the Union”) and the Human Resources Command (HRC) of the U.S. Department of Army (hereafter referred to as “Management” or “Employer”), together referred to as “the Parties.”

2. Management recognizes the Union as the exclusive representative for all employees in the bargaining unit as defined in the original determination made by the Federal Labor Relations Authority (FLRA). The bargaining unit is described in the Certification of Representative, FLRA Case No. CH-RP-11-0019 as:

“All nonprofessional employees of the HRC, Fort Knox, Kentucky, DA.”

3. As the exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit.

### Section 1-2 Exclusions

The following employees are excluded in accordance with 5 USC 7112(b) (2), (3), (4), (5), (6), and (7) from the above described bargaining unit and therefore this Agreement does not apply to:

- a. Any Management official or supervisor;
- b. A confidential employee;
- c. An employee engaged in personnel work in other than a purely clerical

capacity;

d. Any employee in a professional position and other employees, unless a majority of the professional employees vote for inclusion in the unit;

e. An employee engaged in administering the provisions of 5 USC, Chapter 71;

f. Any employee engaged in intelligence, counterintelligence, investigative or security work which directly affects national security and;

g. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by Management whose duties directly affect the internal of Management, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

### **Section 1-3 Policies and Procedures**

This Agreement states policies, procedures, and methods, which govern working relationships between the Parties, and identifies subject matter of proper mutual concern. The Parties have entered into this Agreement for the following reasons:

a. To afford employees an opportunity for participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment;

b. To facilitate the adjustment of grievances, complaints, disputes, impasses, and;

c. To provide for constructive and cooperative Labor-Management relations.

### **Section 1-4 Purpose**

The provisions of this Agreement shall be administered and interpreted in a manner consistent with the Federal Service Labor-Management Statute, Chapter 71, Title 5 of the United States Code, and with the requirement for an effective and efficient government. The public interest demands and the Parties support the highest standards of employee performance and the continued development and

implementation of modern work practices to improve employee performance and the efficient accomplishments of the operations of the Government.

## **Article 2 - Governing Laws, Regulations, and Other Provisions**

### **Section 2-1 Relationship to Laws and Government-wide Regulations**

In the administration of all matters covered by this Agreement, Management officials and employees shall be governed by existing and future laws and existing and future Government-wide regulations that do not conflict with the terms of this Agreement.

### **Section 2-2 Changes Due to Law and Government-wide Regulations**

If a future law requires a change in this Agreement between the Parties, the Union will be afforded the opportunity to submit impact and implementation proposals in accordance with 5 USC Chapter 71. The change will be effective upon completion of impact and implementation bargaining or the effective date stated in the law, whichever is sooner.

### **Section 2-3 Department of Defense/Army-Wide Regulations**

1. This Agreement, for the period of its duration, will have the full force and effect of regulations.
2. Regulations issued by the Department of Defense and/or Department of Army governing negotiable conditions of employment, in effect on the date this Agreement becomes effective, remain in effect. The applicable authority will resolve any conflict between such regulations and this Agreement.
3. New Department of Defense (DoD) and/or Department of Army (DA) regulations governing negotiable conditions of employment will not be implemented until Management fulfills its obligation to inform the Union and offers the Union the opportunity to bargain in accordance with 5 USC, Chapter 71 and this Agreement.

## **Section 2-4 Written Agreements**

Future agreements between Management and the Union will be incorporated by reference into this Agreement. Such agreements will be reduced to writing and assigned a number for tracking purposes. The agreements will expire at the expiration of this Agreement unless otherwise specified.

## **Article 3 - Management Rights**

### **Section 3-1 Work and Hiring**

Management retains the right:

a. To determine the mission, budget, organization, number of employees and internal security practices of Management and;

b. In accordance with applicable law

(1) To hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source and;

(4) To take whatever actions may be necessary to carry out the Agency's mission during emergencies.

### **Section 3-2 Discretionary Rights**

Management retains the right to act within the following areas of policy and

discretion without the obligation to negotiate with the Union:

- a. In determining the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty;
- b. In determining the technology, methods, and means of performing work.

### **Section 3-3 Good Faith Bargaining**

Management recognizes its obligation to bargain in good faith. Nothing in Section 3-1 or 3-2 of this Article shall preclude Management and the Union from negotiating:

- a. Procedures that Management officials will observe in exercising any authority under Sections 3-1 and 3-2 of this Article and the applicable statute;
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under Sections 3-1 and 3-2 of this Article and the applicable statute.

## **Article 4 - Union Rights**

1. A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

2. An exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or,

b. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:

- (1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
- (2) The employee requests representation (Weingarten Rights).

3. If Management has a New Employee Orientation, the Union will be given time for its representative to make a presentation to new employees. Official time will be granted for this activity.

## **Article 5 - Employee Rights**

### **Section 5-1 Membership**

1. Each employee in the bargaining unit shall have the right to join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.
2. An employee is not required to become or remain a member of the Union, or to pay money to the Union, in order to be covered or represented by the Union under this Agreement.

### **Section 5-2 Participation**

Each employee in the bargaining unit shall have the right to act for the Union in the capacity of a Union representative, when properly appointed by the Union, or to refrain from any such activity, freely and without fear of penalty, reprisal or threats.

### **Section 5-3 Options**

This Agreement shall not preclude any employee from exercising his or her right to use the negotiated grievance procedure or file an appeal otherwise established by law, rule or regulation.

## **Section 5-4 Weingarten Rights**

An employee, who reasonably believes that an examination by Management in connection with an investigation may result in disciplinary action against the employee, may request representation by the Union. Management shall annually inform employees of their Weingarten rights.

## **Section 5-5 Consultation**

Employees will be given reasonable time to meet with their Union representative to discuss matters covered by this Agreement. The employee will obtain approval of his or her immediate supervisor before meeting with a Union representative. The supervisor should approve the request unless there is a mission requirement that would temporarily delay the meeting. If there is a mission requirement that would temporarily delay the meeting, the Parties will arrive at a mutually agreeable time for the meeting requested.

## **Section 5-6 Representational Choice**

In any action, the employee may be represented by an attorney or any other representative of his or her own choosing.

## **Section 5-7 Official Personnel Folder (OPF)**

The employee's OPF will not be made available to anyone for any purpose without written consent of the employee, except as provided for in the Privacy Act or the Freedom of Information Act.

## **Section 5-8 Profanity**

An employee should not be subject to profane, vulgar or obscene language. An employee may be subject to corrective, disciplinary and/or adverse action if he or she uses profane, vulgar or obscene language in the workplace.

## **Section 5-9 Discrimination**

An employee shall not be subject to discrimination in regard to their political

affiliation, Union activity, race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, pregnancy or disability or any other protected class in accordance with law, rule, or regulation.

### **Section 5-10 Acknowledgments**

Subject to the employee's own detriment, he or she may choose to not sign any document or paper unless performing officially assigned duties.

### **Section 5-11 Union Contact**

An employee, subject to mission requirements, shall have the right to place and complete a call to a Union representative at any time during the workday.

### **Section 5-12 Petitioning Congress**

The right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either house of Congress, or a committee or member thereof, may not be interfered with or denied.

### **Section 5-13 Redress**

Employees are encouraged to raise matters with their supervisor first. However, an employee shall have the option to raise matters with the supervisor or Union, or both, at the employee's preference.

### **Section 5-14 Whistleblower**

Employees shall be protected against prohibited personnel actions under the Whistleblower Protection Act for the disclosure of information not prohibited by law, regulation or Executive Order.

### **Section 5-15 Improper Order**

Prior to initiating discipline for failure to follow an order, Management will consider whether the employee was given an improper order that would violate the law and/or present an imminent risk of death or serious bodily harm coupled with a

reasonable belief that there is insufficient time to seek redress through normal hazard reporting and abatement procedures.

## **Section 5-16 Personal Rights**

1. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by Management so long as such activities do not conflict with job responsibilities or applicable laws.
2. Management will make every reasonable effort to provide for storage of personal belongings.
3. Non-mission essential employees will not be required to have his/her name, phone number or address on any alert roster maintained by Management.

## **Article 6 - Official Time**

### **Section 6-1 Introduction**

Management shall recognize the duly elected or appointed National and Local Officers, Unit Vice President, Chief Stewards and Stewards. The use of all official time shall be for representational duties as defined by 5 USC 7131 and this Agreement. The intent of this Article is to establish official time and not to establish a full time Union position, to include de facto full time positions. The Union shall notify Management, with a copy furnished to the Labor Officer, of any newly appointed Union representatives. Numbers and types of representatives are at the Union's discretion. Both Parties understand that this use of official time is workload driven by Management.

### **Section 6-2 Authorized Time**

Official time shall be authorized only for time during which the representative would otherwise be in a duty status. Official time is used to perform representational duties on behalf of bargaining unit employees (BUE). Management's right to accomplish the work of the Agency must be balanced with

the Union's right to represent BUEs. Examples of such functions include but are not limited to the following:

- a. Presentation and processing of grievances;
- b. Attendance at management-initiated meetings;
- c. The negotiation of a collective bargaining agreement (term and mid-term) including attendance at impasse proceedings;
- d. Evaluation and/or negotiations of changes to working conditions of BUEs and/or implementation of changes in conditions of employment of BUEs;
- e. Attendance at periodic meetings for the purpose of management presentations on matters of mutual concern;
- f. Participation in proceedings before the Federal Labor Relations Authority (FLRA), in accordance with the FLRA's rules and regulations and/or other third party proceedings;
- g. "Face-to-face" negotiation or preparation, transmittal, consideration, and communication on articles and issues through the use of mail and telephone;
- h. Participation on committees or panels as authorized by this Agreement;
- i. Preparation of requests or recommendations in connection with consultations or meetings with managers and supervisors on issues not involving grievances;
- j. Preparation of documentation that supports the Labor and Management report, as required by the Department of Labor;
- k. Attendance at Union sponsored training approved under this Agreement. A copy of the agenda for any such training shall be provided to Management at least 30 calendar days in advance. Official time shall not be authorized for any portion of the event which falls under an exclusion listed in Section 6-3, below.

## **Section 6-3 Exclusions**

Official time shall not be used for the following activities:

- a. Matters pertaining to internal management of the Union;
- b. Membership meetings;
- c. Soliciting memberships;
- d. Collecting of dues or assessments;
- e. Campaigning for Union office;
- f. Distributing or posting of Union literature and notices concerning internal management of the Union;
- g. Soliciting or randomly surveying employees for complaints and issues;
- h. Time specifically required by outside authorities (e.g. Merit Systems Protection Board (MSPB), Equal Employment Opportunity Commission (EEOC) for representation of BUEs before such authorities, including participation in pre-hearing conferences and meetings or other activities ordered or specifically required by representatives of those outside authorities.

## **Section 6-4 Release**

1. A request for official time should be made as soon as the need for the official time is reasonably known. A release to perform representational duties should be in accordance with an Office of Personnel Management (OPM) Form 71 in the Automated Time, Attendance, and Production System (ATAAPS) that reflects Administrative Leave (LN) Official time. A request received less than 12 hours in advance shall be approved or disapproved immediately. Delays in release should be of short duration, one to two hours, but not more than one (1) work day. If a supervisor would otherwise approve a request for annual leave for that time, the supervisor should approve the request to use official time.

2. Except as required by rule, law or regulation, the use of official time should not influence an employee's performance rating. Supervisors will rate employees based on the actual performance of their duties when not on official time.
3. When the Union representative leaves the work area to perform representational duties, he/she will notify the appropriate supervisor of his/her departure time, destination and anticipated return time. The Union representative will notify his or her supervisor of the type of official time on OPM Form 71.
4. If the representative requires more official time than originally approved by the supervisor, every effort will be made to contact and inform the appropriate supervisor of the additional time needed.
5. When a Union representative has completed the use of official time, that representative will notify his/her supervisor upon returning to his/her workstation. If the supervisor is not available, the representative will document the time of his/her return on OPM Form 71
6. Any questions regarding a Union representative's use of official time will be directed to the Union President, who will investigate and respond to Management's questions within a reasonable time.

### **Section 6-5 District and National Conventions**

Any employee who is elected or appointed by the Union to attend a district or national convention shall, at the employee's option and subject to mission requirements, be granted a leave of absence without pay or annual leave, if available, for the duration of the convention, not to exceed eighty (80) hours annually.

### **Section 6-6 Work Area Access**

The following provisions will be followed by Union representatives when it is necessary to go into a work area other than the location of their assigned duty station.

1. Unless the urgency of the business precludes doing so, the supervisor of the work area to be visited will be notified in advance of the need to visit and the individual who must be contacted. The supervisor will confirm the proposed date and time and ensure the personnel to whom the applicable Union representative desires to visit are available. If there is a compelling mission requirement to the contrary, the supervisor will so advise and establish a specific date and hour that would be mutually acceptable.

2. Should the urgency of the business preclude advance notification, the Union representative, upon arrival at the site, will immediately advise the supervisor of his/her presence and purpose. If there is a compelling mission requirement to the contrary that would preclude the Union representative from immediately accomplishing his/her purpose, the supervisor will inform the Union representative and work with him/her to establish a mutually acceptable date and time.

3. Upon arrival the Union representative who enters work areas pursuant to this Section will notify the supervisor in that work area before talking with unit employees.

### **Section 6-7 Bank of Hours**

1. Any elected Officer, Unit Vice President, Chief Stewards, and Stewards shall be allowed official time to carry out their statutory and negotiated representational activities. A bank of 4000 hours per year will be available to the Union for this purpose.

2. Either Party may reopen, through written notification, Article 6 Section 7 for the limited purpose of negotiating the bank of hours.

3. Management will provide copies of the official time usage records to the Union President upon request, but not more than once a month.

### **Section 6-8 Local Officers**

Any employee that is elected or appointed in the Local as the President, will be allowed forty-nine (49) percent or thirty nine (39) hours Official Time per pay period. These hours will count against the bank of hours. Union officials other

than the Officers in this chapter should normally use twenty (20) hours or less per pay period.

## **Article 7 - Dues Withholding**

### **Section 7-1 Introduction**

Any employee in the bargaining unit may authorize a voluntary allotment of pay for the payment of Union dues provided the employee has voluntarily submitted a properly completed Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, and has a sufficient amount of net pay remaining to cover the amount of the allotment after all other legal and required deductions have been made. Employees desiring to initiate an authorization for dues withholding may obtain an SF 1187 from any AFGE Steward or Official. There shall be no cost to the Union for dues deduction.

### **Section 7-2 Process**

1. The Union shall be responsible for obtaining the SF 1187, distributing the form to its BUEs, certifying as to the amount of dues, and informing and educating its members on the program for allotments for payment of dues and the uses and availability of the required form.
2. The Union will process all voluntary authorizations and forward the SF 1187 forms to the Fort Knox Civilian Personnel Advisory Center (CPAC) for action. Deductions will commence upon the first full pay period following receipt in the Defense Finance Accounting Service (DFAS). Management will process the SF 1187 as expeditiously as possible.
3. Union dues will be withheld from each payroll period. The amount to be withheld will be the amount that the Union determines as the regular biweekly dues of that member. When the amount of regular dues is changed by the Union, the chief of the applicable civilian pay section will be notified, in writing, by the Union President of the rate of the amended dues structure. The amended amount will be put into effect at the beginning of the first full pay period following receipt of the notice by the chief of the applicable civilian pay section. Only one such change may be made in any calendar year.

#### **4. Section 7-3 Termination**

Management will terminate an allotment:

- a. If the Union loses exclusive recognition;
- b. When an employee voluntarily elects to withdraw the authority to withhold dues from his/her pay. Termination must be done during the anniversary month of the member's enrollment;
- c. When notification is received that an employee has been suspended or expelled from the Union; or,
- d. When an employee moves into a non-bargaining unit position.

#### **Section 7-4 Adjustments**

Errors in dues withholding will be corrected and adjusted within thirty (30) calendar days after discovery of the error. If an error results in the Union being owed money, Management shall reimburse the Union. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union will refund the amount of the error within thirty (30) calendar days.

### **Article 8 - Use of Official Facilities**

#### **Section 8-1 Bulletin Boards**

1. Management agrees to provide access to unofficial electronic bulletin boards for the use of the Union. A special label indicating Local 2302 will be available to be used as a header for announcements.
2. The Union may use 25% of all existing and future bulletin boards located in break rooms throughout the LTG Timothy J. Maude Complex (Complex); note that the Union is not the sole user of these bulletin boards.

3. The Parties agree the Union is responsible for the propriety of materials posted on these boards. The Union will ensure that posted material does not violate any law, rule, or regulation.

### **Section 8-2 Union Office Space**

Dedicated Union office space will be provided inside the Complex. Additionally, counseling offices, which are located adjacent to the Complex's Welcome Center, will be made available for use by the Union and BUEs.

### **Section 8-3 Office Equipment and Supplies**

1. All requirements for office furniture will be provided by HRC for use in the Complex.
2. The cost of all supplies for Union specific business and support will be borne by the Union.

### **Section 8-4 Phone Service**

All Union officials will have access to a telephone proximate to their work site, or in their work stations. Union officials will ensure that use of the telephone will not be excessive or disrupt the work area.

### **Section 8-5 Government Internet/Email**

1. The use of Government email systems will be allowed for representational activities.
2. Limited personal use of the Internet during working or non-working hours, including the use of email, World Wide Web access, and the use of Government-owned computers, networks, and printers to support such access, is authorized, provided it does not interfere with official duties, pose a security risk, create the impression that the individual's personal view or activities represent the official position of Management or the Department of the Army, or consume excessive resources.

3. Activities that are explicitly forbidden are outlined in the Acceptable Use Policy.
4. Any information transmitted and/or stored on government information systems must comply with all applicable laws, rules, regulations, and policies for the handling of Personally Identifiable Information (PII), including procedures for the report and mitigation of spillage. No government information containing PII shall be transmitted on commercial networks. The Employee can authorize the transmittal of his/her PII on commercial networks.

## **Section 8-6 Membership Drive**

1. Upon no less than ten (10) workdays advance written notification, Management shall provide appropriate space and facilities to allow the Union to conduct membership drives. Time frames may be waived by mutual consent of the Parties. The Union agrees that it will be responsible for the propriety of materials that the Union distributes.
2. Spaces to be used for membership drives within the Complex will be coordinated with Management. Spaces to be used for membership drives may include public open spaces, conference rooms, break rooms and other appropriate non-duty spaces. All spaces are subject to availability.

## **Article 9 - Mid-Term Bargaining**

### **Section 9-1 General**

1. The Parties recognize that changes in personnel policies and practices and conditions of employment may become necessary in the exercise of Management rights under provisions of 5 USC Section 7106. In such instances where there is an impact to bargaining unit working conditions, the Union will be notified of Management's intent to make a change. In instances where there is more than a *de minimis* impact to bargaining unit working conditions, the Union will be afforded its rights under 5 USC Section 7114.
2. When there is an obligation to engage in negotiations, the Parties will negotiate in good faith as required by 5 USC Sections 7114 (b)(1) through (5). The Parties agree that the provisions of this Article govern the procedures and appropriate

arrangements applicable to matters covered by the Agreement. There will be no further bargaining during the term of this Agreement unless mutually agreed otherwise.

## **Section 9-2 Notification and Implementation**

1. If Management believes Union input to a change in bargaining unit working conditions is necessary, Management will provide the Union an opportunity period to comment or provide input to a proposed change prior to notification of the change.

2. Prior to implementing negotiable changes in personnel policies, practices or matters affecting conditions of employment, the Union will be presented with a notice of the proposed change in writing and will be offered the opportunity to negotiate on the change.

3. The following bargaining procedures will apply:

a. The notification will state the nature of the change(s), the reasons for the change(s), possible adverse impact, and proposed implementation date. The Union will have ten (10) workdays to review the notification and submit specific negotiable proposals in writing to the designated Management Official. Failure by the Union to submit negotiable proposals, request an extension of time, or request more information within this time frame shall permit Management to implement the change without bargaining;

b. Negotiations will begin no later than ten (10) workdays from receipt by the designated Management Official of the Union's proposals unless the representative from Management and the Union President, or their designee(s), mutually agree on a different starting date. If the Parties are bargaining over the impact and implementation of a change in working conditions and have not reached agreement twenty (20) workdays after the negotiations begin, Management may implement those portions of the change the Parties have agreed to. The portions of the change not agreed to will either continue to be negotiated or the Parties will continue to try to resolve the impasse by working with the Federal Mediation and Conciliation Services and Federal Service Impasses Panel;

c. If either Party submits written questions on a proposed change or Union

proposal and the Parties are working to address those questions, the time limit will be extended up to ten (10) workdays after the questions are answered;

d. If there are compelling circumstances, the Parties can mutually agree to extensions of any time frame in this Section;

e. Management may implement a proposed change before completing negotiations if Management provides the Union written notice identifying the overriding exigency of the business and the Union's proposals that will and will not be implemented.

## **Article 10 - Unfair Labor Practice (ULP)**

1. If either Party plans to file a ULP charge with the FLRA, the filing Party will provide the responding Party five (5) workdays notice prior to filing.

2. During the five (5) workday time period noted above, the Parties will attempt to resolve the issue without the need for a ULP charge. Either Party can request an extension of the notice time frame, if necessary.

3. The Party filing a ULP will provide copies of the action to the HRC Commanding General (CG), the HRC Chief of Staff (CoS), Management's Chief Negotiator, the Office of the Command Judge Advocate (OCJA), CPAC, the Union President, the Unit Vice President, or their designees, as appropriate, at the time of filing.

## **Article 11 - Informational Picketing**

1. The Union, at their discretion, shall be allowed to establish informational picketing outside of the Complex. Management shall be notified prior to establishing pickets.

2. Employees may be allowed to participate in this picketing on annual leave, leave without pay, or on off duty time, subject to the operational needs of Management. Leaflets and other materials may be handed out. The picketing shall not restrict operations on the installation or access to the facilities.

## **Article 12 - Hours of Work**

### **Section 12-1 Introduction**

Scheduling should be a cooperative effort between a supervisor and employees. There are a number of options available which may be appropriate subject to the mission needs of a particular organization. No single schedule is intended to answer all mission needs. In those instances where multiple employees' wishes conflict, selections of schedules will be made in accordance with 12-9, below.

### **Section 12-2 Scheduled Training and Temporary Duty (TDY)**

1. Employees who are scheduled to attend in-house, off site or TDY training will adjust their working hours to comply with scheduled classroom hours. Employees are not eligible to work overtime/compensatory time or earn credit hours for training activities. Employees may obtain approval to work overtime/compensatory time or earn credit hours on days that include training for performing their regular duties after their regular eight (8) hour work period is fulfilled.

2. Employees who are required to perform official duties while on TDY will adjust their working hours to comply with the host agency's hours of work.

### **Section 12-3 Fixed Schedule**

The normal business hours of HRC are Monday through Friday, 0800-1630. All employees who do not elect an Alternate Work Schedule (AWS) will be on a Fixed Schedule. A Fixed Schedule is defined as an eight (8) hour day which coincides with the HRC business hours. An employee whose schedule election is denied will be on a fixed schedule unless an alternate negotiated schedule is approved.

### **Section 12-4 Alternative Work Schedules (AWS)**

An AWS means a flexible work schedule and a compressed work schedule.

Supervisors who have employees who elect a schedule other than a fixed schedule may require use of an accountability system to document arrival and departure times. Any such accountability system will be negotiated by the Parties prior to implementation.

## **Section 12-5 Flexible Work Schedule (FWS)**

1. FWS means a work schedule established under 5 USC 6122 that:

a. In the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by Management and;

b. In the case of a part-time employee, has a biweekly basic work requirement of less than 80-hours that allows an employee to determine his or her own schedule within the limits set by Management.

c. The core hours are defined as the hours of work that all employees must be present at work. The core hours at HRC are from 0900-1500. When an employee elects flextime their schedule must contain the core hours but they will be allowed to choose their start time between the hours of 0630-0900. Their ending time will be at least eight and a half (8.5) hours after their starting time.

2. **Flexitour:** When an employee elects a flexitour it must contain the core hours but they will be allowed to elect their starting and stopping time within the flexible bands. Supervisors must approve the starting and stopping times.

3. **Gliding Schedule:** When an employee elects the gliding schedule they will work eight (8) hours each day and forty (40) hours each week and the schedule will contain the core hours. They may select a starting and stopping time each day, and may change starting and stopping times daily within the 0630-0930 flexible bands. Management reserves the right to approve a modified gliding schedule based upon mission requirements.

4. **Maxiflex Schedule:** When an employee elects the maxiflex schedule, the employee must work during the core hours on at least nine (9) of the ten (10) days

of the biweekly pay period. On the remaining day, the employee must work a minimum of four (4) hours. The employee's starting and stopping time must be approved by the supervisor in advance. Employees may vary the starting and stopping times, the number of hours worked on a given day, and the number of hours each week. This schedule option is only available to employees in General Schedule (GS)-12 positions and below who are not team leads.

## **Section 12 - 6 5/4/9 Compressed Work Schedule**

Eligible employees may elect to work a compressed work schedule (5/4/9) meaning the employee will work eight nine-hour days, one eight-hour day and will have one day off per pay period. Employees in the grades of GS-5 through GS-12 (except GS-12 team leads) are eligible for a compressed work schedule subject to the eligibility restrictions in this Article.

Management shall have the exclusive right to approve by exception or disapprove a compressed work schedule request submitted by a GS-12 team lead and/or employees at the grade of GS-13.

### **1. Eligibility Restriction.**

a. The following employees are not eligible to elect a 5/4/9 compressed work schedule:

- (1) Probationary employees;
- (2) Employees who have transferred to a branch within the last 90 days;
- (3) Employees who have received disciplinary or adverse actions within the last 12 months;
- (4) Employees with time and attendance issues who are currently on a leave restriction
- (5) Employees whose rating of record is less than fully successful;

(6) Employees on a performance improvement plan;

(7) Unless approved by exception in accordance with Section 12-6, employees at the grade of GS-12 (team lead) and above.

b. 5/4/9 compressed work schedules will not be authorized under the following conditions:

(1) The branch has less than 75% on hand strength as compared to authorizations on the Table of Distributions and Allowances;

(2) Employees of the following elements:

(a) Army Personnel Records Division, The Adjutant General Directorate;

(b) Casualty and Mortuary Affairs Operations Division, The Adjutant General Directorate;

(c) Evaluations, Selections, and Promotions Division, The Adjutant General Directorate;

(d) Information Assurance Office, Personnel Information Systems Directorate;

(e) Project Management Division, Personnel Information System Directorate;

(f) Technology Division, Personnel Information System Directorate;

(g) Maneuvers, Fires and Effects Division, Officer Personnel Management Directorate;

(h) Operations Support Division, Officer Personnel Management Directorate;

(i) Health Services Division, Officer Personnel Management Directorate;

(j) Special Management Division, Officer Personnel Management Directorate;

(k) Force Sustainment Division, Officer Personnel Management Directorate;

(l) Civilian Schools Branch, Leader Development Division, Officer Personnel Management Directorate;

(m) Military Schools Branch, Leader Development Division, Officer Personnel Management Directorate;

(n) Maneuvers, Fires and Effects Division, Enlisted Personnel Management Directorate;

(o) Operations Support Division, Enlisted Personnel Management Directorate;

(p) Command Sergeant Major/Sergeants Major Management Office, Enlisted Personnel Management Directorate;

(q) Command Slating Branch, Enlisted Personnel Management Directorate;

(r) Force Sustainment Division, Enlisted Personnel Management Directorate;

(s) Deputy Chief of Staff, G-8/Resource Management during the months of May and September.

(3) During periods of furlough.

(4) During periods of mission surge/peak.

c. No more than 25% of the employees in any branch in which a 5/4/9 compressed work schedule is authorized may have the same regular day off.

d. A Director may limit the selection of a regular day off, based on reoccurring meetings.

## 2. Suspension of the 5/4/9 Compressed Work Schedule.

a. 5/4/9 compressed work schedules may be suspended by a Director when a Division is substantially disrupted in carrying out its mission. Substantial disruption means:

(1) The duties of a position are not being fulfilled;

(2) Based upon mission analysis, there is insufficient office coverage. If this provision is invoked, written documentation of the mission analysis shall be provided to the Union upon request;

(3) There is a reduction in productivity;

(4) There is a failure to accomplish the Division or Branch's mission;

(5) There is a decrease in the overall level of service to customers and the public;

(6) There are increased overtime costs attributable to the 5/4/9 compressed work schedule.

b. 5/4/9 compressed work schedules will be suspended for employees during periods of temporary duty (TDY) or training to conform to the host agency's hours.

3. Employees working a 5/4/9 compressed work schedule who are authorized to take a whole day of leave on a nine-hour day must take nine hours of leave and may not re-schedule their eight hour day.

### **Section 12-7 Credit Hours**

1. Credit Hours are those hours within the flexible hours of a flexible work schedule that an employee elects to work in excess of his/her basic 80 hour pay period. Credit Hours shall not be used as a substitute for overtime.

2. Employees must request permission from their supervisors to work Credit Hours. If approved, an employee may work up to two (2) hours per day and no more than eight (8) hours per week. Credit Hours may be worked on the weekend, subject to the two (2) hour per day/eight (8) hour per week limit.

3. The employee and supervisor must agree on the work to be performed during the period that the employee is earning Credit Hours.

4. An employee may not carry over more than twenty-four (24) Credit Hours from one pay period to another.
5. Credit Hours are distinguished from overtime hours in that they are not officially ordered and approved in advance by Management. Supervisors may not require employees to work Credit Hours in lieu of overtime or compensatory time.
6. An employee may not be paid overtime pay, Sunday premium pay, or holiday premium pay for Credit Hours.
7. The use of earned Credit Hours must be requested and approved in the same manner as annual leave.
8. Credit Hours will be documented in a manner similar to earned leave.
9. Credit Hours may not be used for compressed schedules.

### **Section 12-8 Lunch Periods**

All work schedules must include a minimum thirty (30) minute unpaid lunch break in addition to daily work hours. Lunch periods should be taken between the hours of 1100- 1300. The lunch period may be extended up to the full two (2) hours within the 1100-1300 time frame, subject to supervisory approval. An employee may extend their daily tour, with supervisor approval, or request leave to account for the extended lunch period.

### **Section 12-9 Schedule and Shift Selection**

1. The supervisor and employee will cooperate to determine allocations of the below listed schedule and shift options.
  - a. Overtime distribution;
  - b. Holiday work assignments;
  - c. Short term changes in tours of duty;
  - d. Flexitime and compressed work schedules selection;

e. Annual leave, compensatory time, and Credit Hours requests;

f. Lunch periods.

2. Where conflicts develop between employees regarding schedule or shift options, the service computation date (SCD) within the applicable series and grade will be used to determine priority among the employees. Shift and schedule options may be selected during the first full pay period in January and will last for the calendar year. Selection of a shift and schedule does not preclude the employee from requesting changes during the calendar year. An employee is not required to submit a schedule request in January except when a change is requested.

### **Section 12-10 Standby and On-Call**

Standby duty is defined in 5 Code of Federal Regulation (CFR) Section 555.431 which states:

1. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

a. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

b. The employee, although not restricted to the agency's premises:

(1) Is restricted to his/her living quarters or designated post of duty;

(2) Has his/her activities substantially limited, and;

(3) Is required to remain in a state of readiness to perform work.

2. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to

remain within a reasonable call-back radius; or

b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

3. The regulation distinguishes between off-duty employees who are on standby status and those who are on-call. Standby employees are entitled to compensation; on-call employees are not.

4. Scheduled on-call will be rotated among qualified employees in a work area. Records of on-call shall be maintained by Management and made available to the Union upon request.

### **Section 12-11 Tardiness**

An employee must arrive for work on time. Leave must be taken for any deviation from their work schedule with prior supervisory approval except in the case of an emergency. If the employee is late, Management may charge the employee absent without leave or, for acceptable reasons, approve appropriate leave in 15 minute increments. Employees should not expect to be allowed to “make up the time” at the end of the work day.

### **Section 12-12 Rest Periods (Breaks) and Personal Clean-Up Time.**

1. Rest periods (breaks) can increase production and efficiency, and, in the absence of a compelling need otherwise, Management shall grant employees a rest period not to exceed 15 minutes during the first half and second half of the employee’s workday. These breaks may be taken incrementally with supervisory approval. Employees do not receive additional breaks for tobacco use or any other reason.

2. Employees shall not take authorized rest periods (breaks) in conjunction with their designated lunch period, nor within two (2) hours of the beginning scheduled work or two (2) hours prior to the end of scheduled work.

3. When Management intends to require scheduled breaks or change scheduled breaks, Management will notify the Union.

4. Employees performing work that requires clothes changing or personal clean-up, as determined by Management, during the workday shall receive at least 10

minutes per workday for such personal requirements in accordance with law, rule and regulation.

### **Section 12-13 Holiday Pay and Leave**

1. Management shall compensate employees for holiday hours worked in accordance with applicable laws and regulations.
2. Eligible employees shall be entitled to all Federal holidays prescribed by law or executive order. In order to receive pay for a holiday leave, employees must be in a pay status on the workday before or after a holiday.

### **Section 12-14 Premium Pay**

1. If overtime is scheduled in advance of the administrative workweek, it becomes part of the employee's regularly scheduled workweek and is compensable as such.
2. In assigning overtime, Management agrees to consider the pool of available qualified BUEs. When a decision is made to offer such work to full-time bargaining unit members, it will be offered first to those employees in the applicable series and grade of the work to be performed. Overtime (scheduled and unscheduled) shall be offered in a fair and equitable manner to employees who normally perform the work at the required level, following the procedures outlined below:
  - a. Ask each individual employee if they want to be considered for voluntary overtime using the seniority list in their series and grade. Have the employees annotate their desires (yes or no) and initial it. This list will be valid for a 6-month period and at that time an employee may elect to change their option. If an employee elects to be added to the list, the employee shall be given the highest overtime balance within the skills group;
  - b. Management shall establish a list of those wishing to work overtime by seniority (voluntary list) and shall use it to offer that work to those employees by low hours (see overtime form);
  - c. Management shall establish a list by reverse seniority for the forcing of overtime, by last forced, to include all employees in the series and grade.

3. An offer shall be considered made when the supervisor or their designee, communicates directly with the employee giving the specifics as to time, date, and location that the overtime is needed. Changes to this requirement of overtime must be communicated in the same manner.
4. In those cases where there is no need for overtime to be performed on a specific day or hour, Management will solicit employee input prior to scheduling.
5. Management should attempt to get volunteers from other series and grades in lieu of forcing overtime.
6. In those instances where a specific employee was assigned to a specific job and for unforeseeable reasons it extends to overtime, the employee performing the work shall be asked first and if the employee forfeits the overtime it shall be offered to the other employees present in that skills group. If they decline, the employee performing the specific job shall be forced to perform the overtime. This exception to the overtime procedures shall only be used for continuation for the original work assignment. Hours worked under continuation shall be added to the employee's overtime balance.
7. All BUEs shall receive at least 2 hours overtime pay, if called back to work on an overtime basis. De minimis off-duty contact, including but not limited to, activation of the alert roster, requests for information, inquiries about employee leave status, etc., are not compensable.
8. Employees who have been counseled in writing during the past three months (counting backwards from the date the overtime is to be worked) concerning a failure to meet performance standards may be passed over for voluntary overtime. However, the extent of any improvement in performance should be considered when making this determination.

### **Section 12-15 Changing Tours of Duty**

Changes in a tour of duty will be made in accordance with applicable Government-wide regulations. Management is authorized to make a short-term tour of duty and shift change of up to 60 work days to meet mission requirements. Management and the Union will negotiate and agree to short-term tour of duty changes and shift

changes that will exceed 60 work days prior to implementing the changes unless a valid emergency situation exists and immediate action is required. In such emergency situations, Management shall notify the Union of the requirement to make short-term tour of duty or shift changes within 24 hours of Management becoming aware of the need to make a short-term tour of duty or shift change. In cases where Management initiated a tour of duty or shift change of 60 work days or less that must be extended beyond 60 work days, Management is authorized to extend the tour of duty or shift change for a 30 work day period provided that negotiations were initiated with the Union within the first 60 work days of the tour of duty or shift change.

## **Article 13 - Leave**

### **Section 13-1 General Introduction**

Employees shall earn and accrue leave in accordance with applicable laws, rules and regulations. Supervisors retain the right to approve and disapprove leave. Employees have the responsibility to request approval of leave in advance and to coordinate with their supervisors in scheduling leave. Supervisors will approve requests for leave to the extent permitted by mission requirements.

### **Section 13-2 Annual Leave**

1. Employees are encouraged to take adequate periods of annual leave each year to enable them to perform with maximum efficiency. When an employee makes a timely request for annual leave, the supervisor must approve the request and schedule the leave at the time requested by the employee within forty-eight (48) hours or as soon thereafter as practical; or, if granting the leave for the dates and time requested is not possible because of Management's mission requirements, the leave must be scheduled at an alternate time agreed to by the supervisor and employee. If mission requirements will not support the absence of all of the employees who request leave (i.e. holidays, Spring Break, etc.), requests will be granted in order of submission. Management will not discriminate in the granting of leave based on grade and/or series.

2. **Scheduled:** Supervisors are encouraged to maintain a projected leave schedule

for their work unit. Employees are encouraged to request annual leave as far in advance as possible, but normally not to exceed one year in advance. Supervisors and employees are encouraged to discuss leave plans in order to avoid and resolve any conflicts.

**3. Advanced Annual Leave:** Granting advanced annual leave by Management is discretionary. Employees shall make written requests for advanced annual leave to their supervisor who will notify the employee of the approval or disapproval. An employee may be granted advanced annual leave in an amount equal to the amount of annual leave he will accrue during the remainder of the leave year.

**4. Unscheduled:** Unscheduled leave is defined as annual leave not requested and approved in advance or not included in the supervisor's projected leave schedule for the work unit. Employees who request unscheduled annual leave will do so as far in advance as possible.

**5. Emergency:** Emergencies do arise that preclude advance notice and approval. Requests for unscheduled annual leave will be held to a minimum to prevent disruption to work schedules. Leave will not be disapproved solely because it was unscheduled.

**6. Cancellation:** Annual leave will be cancelled only for compelling reasons which require retaining the employee on duty. The supervisor will notify the employee as far in advance as possible. Management will disclose the reason for the cancellation upon request.

**7. Absent Without Leave (AWOL):** The supervisor reserves the right to disapprove a request for annual leave and place the employee in an AWOL status if the employee does not provide acceptable justification for the absence. If an AWOL absence is later excused because the circumstances surrounding the absence are such that the absence would have been approved, the charge of AWOL should be changed to approved leave.

### **Section 13-3 Sick Leave**

1. Employees shall earn, accrue and use sick leave in accordance with applicable laws, rules and regulations. The use of sick leave is a qualified right subject to the

provisions of this Section. This Section applies to employees who must absent themselves from work because of physical or mental incapacitation which prevents the performance of his/her official duties or other purposes covered by the sick leave regulations. Sick leave may be used in the care of family members in accordance with Federal law and regulations.

2. **Scheduled:** An employee shall request prior approval for sick leave for the purposes of receiving medical, dental, or optical examination or treatment to the extent possible.

3. **Unscheduled:** Emergencies do arise that preclude advance notice and/or advance approval. However, requests for unscheduled sick leave will be held to a minimum to prevent disruption to work schedules. Employees will provide timely notice as follows:

a. An employee who is unable to report to work because of illness should contact his/her supervisor as soon as possible. If the supervisor is not available, the employee will provide notice by voicemail, or electronically (i.e. text message, email, etc.).

b. If the nature and/or degree of injury or illness prevent the employee from contacting as required above, a designee may report the absence. However, the employee is still required to report his/her absence and reason(s) for same as soon as he/she becomes able.

c. The employee should inform the supervisor of the probable date for returning to work when notifying his/her supervisor for the need to be on sick leave.

4. **Certification:** The supervisor may accept the employee's self-certification as administratively acceptable.

a. At the supervisor's discretion, an employee may be required to furnish administratively acceptable medical documentation, as defined in 5 CFR Section 339, to substantiate a request for approval of sick leave if the sick leave exceeds three (3) consecutive workdays for that employee, or for a lesser period when Management determines it is necessary.

b. When the supervisor requests administratively acceptable medical documentation, the employee shall provide the statements normally within fifteen (15) days, but not more than thirty (30) days.

**5. Sick Leave Options:** In addition to normally accrued sick leave the following options may be requested:

a. Unearned sick leave may be advanced in accordance with appropriate regulations. The employee must request advanced sick leave, in writing, prior to its use.

b. Annual leave may be used in place of sick leave if the employee requests.

c. The Voluntary Leave Transfer Program is available for qualified employees.

**6. Leave Restriction:** Employees who have abused sick leave or are suspected of abusing sick leave may be placed on leave restriction.

a. A low sick leave balance alone will not be the reason for placing an employee on leave restriction.

b. Leave restriction places certain requirements that the employee must follow in order to use leave. The restriction remains in effect for a period of time specified by the supervisor and may be extended if the problem has not been resolved.

c. Before placing an employee on leave restriction, Management will hold a meeting with the employee and, upon request, his/her representative, to explore the causes of the employee's chronic absenteeism and to provide additional guidance concerning the importance of careful use of sick leave.

### **Section 13-4 Leave Without Pay (LWOP)**

LWOP is a temporary non-pay status and absence from duty which must be requested by the employee. Approval of LWOP is a matter of discretion by the supervisor.

a. Requests for LWOP will be given serious consideration. Employees will not

be required to exhaust accrued leave prior to the granting of LWOP.

b. LWOP approval is discretionary, except for requests in the following situations:

(1) Requests by disabled veterans for medical treatment, in accordance with Executive Order 5396, dated July 17, 1930.

(2) Requests by Reserve and National Guard members to perform military training duties according to applicable laws, rules and regulations.

(3) For limited periods employees are entitled to LWOP if receiving injury compensation under 5 U.S.C. Chapters 81.

(4) Invocation of the Family and Medical Leave Act (FMLA), when properly requested and administratively acceptable medical documentation is provided.

## **Article 14 – Telework**

For the purposes of this Article, telework refers to an employee performing assigned duties at a location other than the official duty station. Such an alternative duty station can include but is not limited to a government or private telework center, or the employee’s home. The Telework Program will be governed by Department of Defense Instruction (DoDI) 1035.01, applicable law, government-wide rules and regulations and any local policies. The Parties agree that within sixty (60) days of the effective date of this Agreement, Management will present and commence impact and implementation (I & I) negotiation of an HRC Telework Policy. Such policy will be separate from this Agreement and is not intended to be incorporated by reference herein; however, policy revisions are subject to I & I negotiations. Management will promote and implement telework as required by the policy throughout HRC. If the Parties fail to reach an agreement on the Telework Policy within four (4) months, this Article may be reopened for renegotiation.

## **Article 15 - Disciplinary and Adverse Actions**

### **Section 15-1 General**

1. The Parties agree that the objective of discipline is to correct and improve

behavior, through the use of progressive discipline, in order to promote the efficiency of the service. Informal actions such as oral and written counseling are measures that Management uses to communicate the rules and expectations to the employee to correct their behavior and to put them on notice regarding the potential consequences. Formal disciplinary actions include written reprimands and suspensions of fourteen (14) calendar days or less. Adverse actions include suspension for more than fourteen (14) calendar days, reduction in grade or pay and removal.

2. The Table of Penalties, AR 690-700, contains a suggested range of penalties and the range of penalties provides latitude for the exercise of judgment. A greater or lesser penalty may be imposed unless the violation is one for which the penalty is specified by law. The severity of the penalty will take into account the total number of offenses, but will also involve a careful judgment as to the extent to which the several infractions indicate a pattern of irresponsible behavior.

3. The Douglas Factors are considered in determining the appropriateness of a penalty. Not all these factors will be pertinent in every case. Some of the factors may weigh in the employee's favor, while others may not or may even constitute aggravating circumstances. Selection of an appropriate penalty involves a responsible balancing of the relevant factors in the individual case.

## **Section 15-2 Investigation**

1. Absent exigent circumstances, prior to deciding whether or not a disciplinary or adverse action is warranted against an employee, the immediate supervisor, or his/her designee, or the investigating officer will undertake an investigation and hold discussions with the employee(s) concerned prior to initiating any action.

2. When the supervisor, or designee, or investigating officer holds discussions with an employee during a preliminary investigation to determine whether or not disciplinary action is warranted, the supervisor, or designee, shall inform the employee of the purpose of the investigation.

3. The preliminary investigation session will include the employee, the Union representative (if requested), the official conducting the session and a witness/observer (if requested by the official conducting the session).

4. The employee may provide a written response to the issues discussed during the session within two work days of the conclusion of the session.

5. If an investigative meeting takes place, the investigator will document what occurred during the meeting, in writing, and it will become a part of the case file, if action results.

### **Section 15-3 Letter of Reprimand**

A letter of reprimand will state the reason(s) with sufficient detail for its issuance and inform the employee of the right to grieve under the negotiated grievance procedures. A letter of reprimand will remain in the employee's Official Personnel File for a period of not more than two (2) years unless removed earlier as a result of a grievance, arbitration decision, or the supervisor's determination that it is no longer necessary, or the employee's separation.

### **Section 15-4 Suspensions of 14 Days or Less**

1. When Management proposes to take disciplinary action consisting of a suspension of fourteen (14) calendar days or less, the employee is entitled to:

a. At least ten (10) workdays advance written notice stating the specific reasons for the proposed action and informing the employee of his right to the material on which the proposal is based and which is relied on to support the reasons in the notice of proposal.

b. A reasonable time, but not less than ten (10) workdays, to answer orally in writing or both and to furnish affidavits and other documentary evidence in support of the answer. When the circumstances require immediate action, the supervisor may place the employee in a non-duty status with pay for such time as is necessary to effect the action.

2. When an employee chooses to make an oral reply, the reply will be heard by the Deciding Official (DO) or designee.

3. The DO shall prepare a summary of any oral reply. The employee will be provided a copy of the summary.

4. The DO will endeavor to issue a final written decision in a timely manner following receipt of the employee's response, or after the date that such a reply would have been due. The Union and/or employee will be provided with an updated status upon request.

5. An employee who has been issued an advance written notice of suspension may request an extension of time in which to reply to the notice. The employee will normally be granted an extension of the reply period if the employee or his/her designated representative requests the extension in writing before the expiration of the initial reply period and provides valid reasons for requiring such an extension. The official designated to receive the written or oral reply will make the final decision.

6. The decision notice will include:

a. A warning that future misconduct may result in a more severe disciplinary action.

b. In cases where appropriate, the employee will be advised of the assistance provided by the Employee Assistance Program (EAP).

c. Disciplinary actions will include consideration of relevant mitigating and aggravating factors (Douglas Factors).

d. The decision notice will advise the employee of the decision and of the right to grieve the action under the negotiated grievance procedures.

### **Section 15-5 Adverse Action Procedures:**

#### **Suspensions over 14 Days, Reduction in Grade or Pay, and Removals**

1. Adverse actions will be effected in accordance with applicable laws, rules, regulations, and according to the following procedures:

a. An employee will be given at least thirty (30) calendar days advance written notice of adverse action, except in those cases where there is reasonable cause to

believe the employee has committed a crime for which a sentence of imprisonment may be imposed pursuant to 5 USC 7513(b)(1). The notice of the proposed action will provide sufficient detail to enable the employee to respond to the action. Both Management and the Union recognize an exception to the notice and reply period in instances where 5 CFR 752.404 is applicable.

b. Upon request the employee or his/her designated representative will be given a copy of the material relied upon to support the reasons given in the notice. The employee will be given at least ten (10) workdays to present an oral or written reply, or both, including an opportunity to furnish affidavits and other documentary evidence. In order for allegations of discrimination to be grieved or arbitrated in cases arising from adverse action, the allegation of discrimination must be presented, in writing, at the oral or written reply stage. Both Management and the Union recognize an exception to the notice and reply period in instances where 5 CFR 752.404 is applicable.

c. An employee who has been issued an advance written notice of adverse action may request an extension of time in which to reply to the notice. The employee will normally be granted an extension of the reply period if the employee or his designated representative requests the extension in writing before the expiration of the initial reply period and provides valid reasons for requiring such an extension. The official designated to receive the oral or written reply will make the final decision. The Union and/or employee will be provided with an updated status upon request.

d. The decision notice will include a warning that future misconduct may result in a more severe disciplinary action.

(1) In cases where appropriate, the employee will be notified of the assistance provided by the Employee Assistance Program (EAP).

(2) Adverse actions will include consideration of relevant mitigating and aggravating factors (Douglas Factors).

e. The DO will endeavor to issue a final written decision in a timely manner following receipt of the employee's response, or after the date that such a reply would have been due. If the decision has not been rendered within thirty (30) days, the employee and/or Union has the right to inquire regarding status of

decision.

2. The decision notice will advise the employee of the decision and of the right to grieve the action under the negotiated grievance procedures or the right to appeal to the Merit Systems Protection Board, but not both.

### **Section 15-6 Stays of Action**

Suspensions of fourteen (14) days or less will be stayed by Management, provided the employee files a grievance under Article 16 Grievance within three (3) workdays of the receipt of the decision. The stay will remain in effect pending the decision at the last step of the grievance procedure.

### **Section 15-7 Appeals**

1. If the employee elects the negotiated grievance procedure, s/he may self-represent or be represented by the Union and or the Union's Attorney. If the employee elects self-representation, the Union retains its right to be present at all meetings and proceedings to represent the interests of the Unit.
2. The rights of the Union under this Agreement shall not be construed to preclude an employee from electing the appellate procedures established by law and choosing to be represented by an attorney or other representative of choice. The employee will be responsible for arrangements and costs associated with such an appeal.
3. Where a final decision does not specify, all disciplinary or adverse actions not sustained shall be removed from all records within thirty (30) calendar days of the notice that the action has been overturned or adjusted.

## **Article 16 - Grievance Procedures**

### **Section 16-1 Purpose**

The purpose of this Article is to provide a procedure for the prompt and equitable settlement of grievances at the lowest organizational level. Inasmuch as dissatisfaction and disagreements may occasionally arise among people in any

work situation, the filing of a grievance by an employee will not be construed as reflecting unfavorably on the employee's good standing, performance, loyalty, or desirability to the organization.

## **Section 16-2 Definitions**

### **1. Grievance:** Any complaint:

- a. By any BUE concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any BUE; or,
- c. By any BUE, the Union, or Management concerning:
  - (1) The effect or interpretation, or a claim of breach of the Agreement; or,
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### **2. Grievant:** Those filing the complaint.

**3. Management grievance or Union grievance:** Filed by Management or the Union on its own behalf concerning actions that affect only the Union or Management, or interpretation or claim or breach of the Agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting the Agreement.

**4. Employee grievance:** Filed by an employee concerning actions that affect an interpretation or claim or breach of the Agreement, violation, misinterpretation, or misapplication of any law, rule or regulation affecting their rights. Employees may elect Union or self-representation.

**5. Group grievance:** Filed by the Union on behalf of two or more BUEs under a different or the same immediate supervisors involving the same facts and the same issue(s).

## Section 16-3 Exclusions

1. This is the exclusive grievance procedure for resolving “grievances” as defined in 5 USC 7103 and 7121 except that the following matters are specifically excluded from the exclusive grievance procedure and are not grievable:

a. Employee furloughs through reduction-in-force or adverse action procedures and employee separations or demotions through reduction-in-force procedures;

b. Performance management issues including objectives and standards, except that an employee who believes that a performance standard is deficient may grieve such performance standards within ten (10) workdays after senior rater approval;

c. Determinations on employee qualifications for positions;

d. Any examination, certification or appointment;

e. Termination during probationary period or termination of temporary employees;

f. Any claimed violation of 5 USC Chapter 73, Subchapter III, Political Activities;

g. Retirement, life insurance, or health insurance;

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

i. Non-selection for promotion from a group of properly ranked and certified candidates, except where the non-selection allegedly involves prohibited personnel practices, or violation of employee or Union rights protected under 5 USC 7102 and 5 USC 7114;

j. Alleged violations of employees’ rights contained in the Veteran’s Employment Opportunities Act of 1998 and the Uniformed Services Employment

and Reemployment Rights Act of 1994;

k. A suspension or removal for national security purpose;

l. Non-receipt of monetary and non-monetary awards administered under the Incentive Awards Program;

m. Matters for which the requested relief is outside the authority of Management to approve or deny. Management will work with the employee and the Union to rectify any issue presented, however Management cannot guarantee relief if the requested relief is outside of Management's authority. Disagreements concerning Management's ability to grant relief will be raised as a threshold issue through the expedited arbitration provision contained in Article 17.

2. Matters covered under 5 USC 2302(b)(1), 4303 and 7512 which also fall within the coverage of this procedure may, at the discretion of the aggrieved employee, be raised under the appellate procedures of 5 USC 7701, 7702, and 7703 or under this procedure but not under both.

3. A grievance that, either in whole or in part, involves a claim of discrimination or harassment of an individual on the basis of their membership in a protected class may be grieved or processed through the applicable Equal Employment Opportunity (EEO) procedures, but not both. Whichever process is initiated first shall become a binding selection.

#### **Section 16-4 Requirements for All Grievances**

1. All grievances filed under this Agreement must be in writing and should include the following:

a. Clearly defined issue which provides the entire scope of the grievance;

b. A statement of the date, facts and circumstances that gave rise to the grievance;

c. Identification of the BUEs who are grieving and affected by the facts and circumstances giving rise to the grievance. If no such employees are involved,

then that fact shall be affirmatively stated;

d. Identification of the employees, supervisory or managerial personnel involved in the facts and circumstances giving rise to the grievance. If no such individuals are involved, then that fact shall be affirmatively stated;

e. If appropriate, the provision of law, regulation, or this Agreement, which allegedly has been misinterpreted, misapplied, or violated;

f. Any relevant evidence or information; and,

g. The remedy sought.

2. All matters related to position descriptions, including but not limited to major and recurring duties of the position must be appealed to CPAC under the provisions of Article 21 prior to filing a grievance.

3. The nature of the grievance and the relief sought must be stated in the initiating step documentation. Any new claims and/or requests for relief may only be added at subsequent steps by leave of the Party responding to the grievance.

### **Section 16-5 Representation**

1. Employees may present their grievances with or without Union representation.

2. In the event the employee chooses self-representation, a Union official will have the right to attend any grievance proceedings under this Article.

3. The employee may invite their Union representative to be present at all discussions and meetings between the employee and Management.

4. If an employee proceeds without representation, the procedures under this Article still apply, except that the employee will not be entitled to Union representation at any of the steps.

5. Management reserves the right to designate a fourth person to be present at any grievance meetings or discussions.

## **Section 16-6 Preparation**

1. Duty time during working hours shall be provided to the employee and his/her representative to discuss, investigate, prepare, and present grievances, including participation in arbitration as appropriate. The following procedures shall be followed in making arrangements for the use of official time.
2. The employee will request approval from his/her first-line supervisor for duty time to meet with his/her representative to discuss, investigate, prepare and present grievances under this Article.
3. If mission requirements prevent release at the time requested, the supervisor will advise the employee and provide alternate dates and times that the employee can be released.

## **Section 16-7 Grievance Procedure**

This is the exclusive grievance procedure for resolving “grievances” as defined in 5 USC 7103 and 7121. A grieving employee will have the right to be represented by a Union official at each step of the grievance procedure.

### **1. Step 1**

a. The Parties recognize that most grievances arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. Management and the Union agree that every effort will be made by Management and the aggrieved Party to settle grievances at the lowest possible level.

b. The grievant and the Union representative will within ten (10) calendar days of the employee becoming aware of a grievance or the latest occurrence of a continuing grievance notify the immediate supervisor in writing that this step is being invoked and the issue being grieved.

c. The immediate supervisor will schedule a meeting with the employee, to be held within ten (10) calendar days of the notice. The supervisor will notify

CPAC of the grievance meeting. The supervisor may attempt to resolve the grievance during this ten (10) calendar day period. The Union representative will be notified to attend any discussion with the employee.

d. The meeting, if necessary, will include the employee, a Union representative and the immediate supervisor. Management reserves the right to designate an additional person to be present.

e. At this meeting the grievant or Union representative must explain the specific issue(s) of the grievance and the relief or remedy being sought. A Memorandum for Record (MFR) will be prepared with the supervisor's decision and reflecting the issues discussed and will be signed by both parties.

f. In the event that additional time to investigate or gather facts is necessary, it will be agreed to at this meeting.

## **2. Step 2**

a. If the grievant is dissatisfied with the Step 1 decision, he/she may submit the matter, in writing, to the appropriate Director in the chain of command of the official responding at Step 1. If the responding official at Step 1 is the Director, the grievance shall be elevated to Step 3 in lieu of Step 2.

b. Elevation to Step 2 must be within ten (10) calendar days of the Step 1 decision. The elevation to Step 2 must be in writing and include the specific basis for continuance of the grievance; reference to the rules, laws, regulations, or Agreement provisions that are alleged to have been violated, if applicable and known; and the specific remedy sought. A copy of the Step 1 MFR and any attachments will be included.

c. The Director or the designated representative will meet with the grievant and the Union Representative to discuss the grievance within 10 calendar days after the receipt of the elevation to Step 2. The Director may designate a representative to conduct the Step 2 meeting unless the grievance specifically requests the Director. Management reserves the right to designate an additional person to be present. The Director is the Step 2 DO.

d. The Step 2 DO shall give a written answer within ten (10) calendar days of the Step 2 meeting to include reference to the rules, laws, regulations, and facts upon which the decision was based.

### **3. Step 3**

a. If the grievance is not resolved at Step 2, or is elevated directly from Step 1, the Union President or grievant who elects self-representation may submit the matter, in writing, to the HRC CG, as the Step 3 DO. The HRC CG may designate an alternate Step 3 DO. Copies of the grievance must be sent to the HRC CoS, Management's Chief Negotiator, OCJA and CPAC, or their designees.

b. Referral to Step 3 must be within ten (10) calendar days of the Step 2 decision and may include a request to meet with the Step 3 DO. If the request to meet is granted, it shall occur within ten (10) calendar days of the referral to Step 3. Denial of the request to meet is within the sole discretion of the Step 3 DO and may not be added to the original grievance as an arbitrable issue, or be the topic of a separate grievance.

c. Union grievances shall be initiated at Step 3.

d. If the grievance is not satisfactorily resolved at Step 3, the Union may refer the matter to arbitration in accordance with Article 17.

e. The Step 3 DO must give a written answer within ten (10) calendar days of the receipt of the third Step or the Step 3 meeting, to include reference to the rules, laws, regulations, and facts upon which the decision was based, whichever is later.

### **Section 16-8 Miscellaneous**

1. The time limits specified in this Article may be extended by mutual consent of the grievant and the appropriate Step DO.

2. The grievant's failure to submit, elevate, or refer the grievance within the specified time periods will result in the grievance being dismissed without further action or consideration.

3. Failure of Management to respond to a grievance as required under this Article shall give the grieving party the option to advance the grievance to the next appropriate step upon proper notice.

4. Action on an employee's grievance will be terminated upon receipt of their written request. If an employee resigns, dies or is separated by any action other than removal before a decision is reached on a grievance, and no potential compensation is involved, action will be stopped and all concerned parties will be notified. If, however, the pending grievance involves monetary compensation, the grievance will be processed to completion.

## **Article 17 - Arbitration**

### **Section 17-1 Purpose**

1. Arbitration is provided for in this grievance procedure as a means of obtaining the services of a third party, when necessary, to assist in the resolution of grievances. The arbitration procedure set forth herein shall not be extended to include matters related to changes or proposed changes in this Agreement, such changes being subject to negotiation under the terms of this Agreement; nor shall it be extended to disputes over any matter excluded from the grievance procedure under Article 16.

2. If Management and the Union fail to settle any issue processed under the negotiated grievance procedure in Article 16, such issue may be submitted to arbitration upon written request by either Party within forty five (45) calendar days after issuance of the Step 3 grievance decision.

### **Section 17-2 Expedited Arbitration**

Management reserves the right to assert, as a defense to a grievance filed in accordance with Article 16, that the issue(s) asserted falls within Article 16-3 or is otherwise non-grievable or non-arbitrable and may, at the election of Management, immediately escalate the issue of grievability/arbitrability to Arbitration under the fast-track procedure described below.

a. Management or the Union may invoke the expedited arbitration upon serving written notice upon the Union/Management during any Step in the grievance process.

b. Upon service of an expedited arbitration notice, the underlying grievance shall be stayed, pending resolution of the grievability/arbitrability issue. Stays of disciplinary actions issued under Section 15-6 shall remain in place.

c. Within ten (10) workdays of election of the expedited procedure, the Parties will meet to select an Arbitrator using the procedures contained in Section 17-3. The Parties shall stipulate that the sole matter before the selected Arbitrator shall be the grievability/arbitrability of the issue grieved.

d. The issue of grievability/arbitrability shall be submitted to the Arbitrator by written brief. Management and the Union reserve the right to submit written testimony as necessary by proffered sworn affidavit.

e. Management and the Union mutually agree to request within their briefs that the Arbitrator return a written decision on grievability/arbitrability within ten (10) workdays. In the event that a decision is not returned within forty-five (45) calendar days, the Parties will jointly contact the Federal Mediation and Conciliation Service (FMCS) to request assistance.

f. In the event that the issue is determined to be grievable/arbitrable, Management shall be responsible for 100% of fees and costs incurred. In the event that the issue raised in the underlying grievance is determined to be non-grievable/non-arbitrable, the Union shall be responsible for 100% of fees and costs incurred. In the event that a mixed decision is returned (i.e. some of the issues raised are grievable/arbitrable, but others are not), fees and costs shall be split between the Parties equally.

g. Upon return of a decision that the issue is grievable/arbitrable, the grievance shall resume immediately at Step 3.

### **Section 17-3 Selection**

1. The Party that requested arbitration shall submit a joint request to the FMCS to

provide a list of qualified arbitrators.

2. The Parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator. Each party shall alternately strike one arbitrator from the list. The toss of a coin will determine who will strike the first name. The last remaining person shall be the duly selected arbitrator.

3. The FMCS will make a direct designation of an arbitrator to hear the case in the event either Party refuses to participate in the selection of an arbitrator; or there is inaction or unreasonable delay by either Party in the selection of an arbitrator.

4. The Party that does not prevail at Arbitration shall be responsible for 100% of fees and costs incurred. In the event of a mixed decision, fees and costs shall be split between the Parties equally.

#### **Section 17-4 Pre-Hearing**

1. The Parties agree that it is desirable to clarify the issues to be heard at arbitration. At least ten (10) workdays prior to the hearing, the designated Party representatives will endeavor to establish stipulations, joint exhibits, if any, and a mutually acceptable statement of issues. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall prepare a separate submission. The arbitrator shall make the final determination on the issues to be heard.

2. The non-prevailing Party shall be responsible for the arbitrator's fee and all other expenses of the hearing.

3. Any issue argued as non-arbitrable or untimely by either Party will be addressed first as a threshold issue of jurisdiction.

4. The arbitration hearing will be held, if possible, in the Complex during the regular day-shift hours of the basic workweek. The Union and Management are each allowed no more than two (2) advocates and no more than one (1) technical representative to participate in the hearing.

5. The arbitrator will be requested to render his/her decision within thirty (30) calendar days after the hearing or joint submission of written records. The

arbitrator's decision shall be binding on the Parties; however, Management or the Union may file exceptions to an award under the provisions of 5 USC Chapter 71.

## **Article 18 - Request for Information (RFI)**

The following procedures shall be used when requesting and responding to RFIs, pursuant to 5 USC 7114(b)(4). The Union shall submit all requests, in writing, to the appropriate Command/Directorate, with a copy to the CPAC Labor Officer or designee. Each request shall contain a request for specific, identifiable information. Each request shall express the particularized need for the information.

a. Within ten (10) workdays after the receipt of the information request, Management shall either:

(1) Provide the information requested;

(2) Inform the Union, in writing, that the information (all or a specific portion) shall not be provided and the specific reason(s) Management is unable to provide the information;

(3) Ask for clarification from the Union on all or a specific portion of the RFI or the stated particularized need; and/or,

(4) If the information cannot be provided within ten (10) workdays, Management shall inform the Union, in writing, of the date the information shall be provided and the reason(s) the RFI could not be provided within the ten (10) workdays.

b. If Management asks for clarification, the Union shall provide a response, in writing, within ten (10) workdays of the receipt of the request for clarification.

## **Article 19 - Merit Staffing**

1. In accordance with currently applicable rules, regulations, procedures, and separately negotiated agreements, competitive procedures will be used in selecting highly qualified persons for positions within the unit of exclusive recognition. All

BUEs applying for employment will receive fair and equitable treatment in all aspects of merit staffing and promotion actions without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, non-disqualifying disabling condition or without regard to labor organization affiliation and with proper regard for their privacy and constitutional rights.

2. Management may fill a vacancy by promotion, demotion, noncompetitive conversion, reassignment, transfer, reinstatement, or appointment from an OPM register or other appropriate source of applicants except where Article 23 Nepotism applies. In an endeavor to achieve a work force from all segments of society, selection and advancement will be determined solely on the basis of relative ability, knowledge, and skills, which assures that all receive equal opportunity.

3. A referral list is valid no more than 180 days after issuance by CPAC.

## **Article 20 - Performance Management**

Performance management for GS and Wage Grade (WG) employees covered by this Agreement will be administered in accordance with applicable current laws, rules, regulations, procedures and separately negotiated agreements.

## **Article 21 - Position Classification**

### **Section 21-1 General**

The classification standards program for federal positions in the GS was established by the Classification Act of 1949, and has been codified in Chapter 51 of title 5, United States Code. Position descriptions will reflect the major duties, which are officially assigned and actually performed on a regular and recurring basis and will be prepared by Management in accordance with format and content requirements in governing regulations. The assignment of duties to employees is not limited to the content of the position description. Position descriptions do not control all work assignments. Supervisors may direct/assign tasks that are not reflected in the position description to meet mission requirements. "Other duties as assigned" should normally be those which are consistent with the content of the position description and/or

mission requirements. Both Parties agree that this section does not abrogate Management's right to assign work pursuant to 5 USC 7106(a)(2)(b).

## **Section 21-2 Position Description**

1. Management will provide each employee with a complete and accurate position description, which includes all major recurring duties and responsibilities assigned to an employee upon initial assignment to a position, and whenever a change is effected to the position description. The Union shall be furnished copies of any bargaining unit job description upon request.
2. All identical positions within the same organization unit will normally be covered by the same position description. Where Management requires a deviation from such standard position descriptions, the position(s) will be classified according to the duties and responsibilities actually assigned and performed.
3. Any addenda, deletions and amendments to position descriptions will be submitted to a designated Management official by the supervisor within forty five (45) calendar days. The addenda deletions and amendments to position descriptions will be reviewed by a designated Management official, and impact thereof recorded. Such review will be certified with the date, name of the designated Management officials and identification of affected positions. Such changes in position descriptions will be discussed with employees, and they will be furnished a copy of the changed position description.
4. Employees are entitled to discuss their position descriptions with their immediate supervisors if they have a question concerning the accuracy of the description or the proper classification of the position. Employees who are performing recurring duties they believe to be outside the scope of their current position description may request a classification review through their supervisor.

## **Section 21-3 Appeals**

1. An employee who believes his/her position description is not properly classified (incorrect title, pay plan, series or grade) must file a classification appeal with the servicing CPAC. The employee may contact and obtain the necessary appeal documents from CPAC or the Union.

2. A GS employee can appeal to either DoD or to OPM. If the employee appeals first to DoD, the employee can later appeal to OPM if they are not satisfied with the decision by DoD. If the employee appeals first to OPM, the employee cannot later appeal to DoD. An appeal to OPM is the final administrative avenue of appeal.

3. Federal Wage Schedule employees cannot appeal to OPM until they first appeal to DoD. If the employee is not satisfied with the decision by DoD, the employee can then appeal to OPM. An appeal to OPM is the final administrative avenue of appeal.

## **Article 22 – Equal Employment Opportunity (EEO)**

1. Management will provide a work environment free from discrimination based on race, color, religion, sex, physical or mental disability, genetics, national origin, age and/or reprisal in accordance with governing laws and regulations.

2. Employees who believe they have been discriminated against because of race, color, religion, sex, physical or mental disability, genetics, national origin, age, and/or reprisal in an employment matter under the control of Management, have the right to file an EEO complaint.

## **Article 23 - Nepotism**

1. No relative of an employee may be employed or assigned in any position in which the employee may be able to directly supervise, control, or influence the work or employment status of the relative or the affairs of the organizational unit in which the relative is to be assigned.

2. Nepotism occurs when relatives are in the same chain of command (5 USC 3110 and AR 690- 300). A Management official with authority to take personnel management actions may not select a relative for a position anywhere in the organization under his/her jurisdiction or control.

3. Management officials, or other public officials having the authority to appoint,

employ, promote, or advance persons or to recommend these actions, may not advocate or recommend a relative for a position.

## **Article 24 - Details**

A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail.

a. Details to unclassified positions will not exceed 240 calendar days. Before expiration of the first 120 calendar days, CPAC will review the duties to ensure that the duties are not classifiable at a higher grade level than the position to which the employee is permanently assigned. If the duties being performed are not at a higher grade level, the detail may be extended for an additional 120 calendar days (not to exceed 240 calendar days).

b. Details to classified positions that are not a higher grade may be made in 120 calendar-day increments for up to one year. The HRC CG or his/her designee may approve extensions beyond one (1) year in 120 calendar-day increments for up to two years. In very rare circumstances will an employee be detailed over two (2) years.

c. Details to classified positions at a higher grade must be documented by a Request for Personnel Action (RPA) regardless of the duration of the detail.

(1) If this detail is extended beyond 30 calendar days and the employee meets requirements for temporary promotion, the extension will be processed as a temporary promotion.

(2) If this detail is extended beyond 30 calendar days and the employee does not meet the requirements for promotion by the end of the 30 calendar day period, the employee should not continue to be detailed to the position unless no other employee is available for the detail. In those cases and based on performance of the duties to which detailed, performance awards may be authorized and presented to these employees.

## **Article 25 - Training and Development**

## **Section 25-1 Purpose**

Training and development of employees is a matter of mutual interest to both Parties. Management should develop and maintain programs that will enhance individual development and competence. Training will be provided to meet the needs of Management and to assist employees in reaching their full potential within the limits of available funds and existing and projected staffing needs.

## **Section 25-2 Training Development**

1. The employee and his/her supervisor are responsible for completion of an Individual Development Plan (IDP). An IDP is a tool that helps facilitate employee development. It is a two-way commitment between an employee and their supervisor on what they are going to do to grow. The Parties encourage ongoing dialogue throughout the year between the employee and their supervisor. A good point to engage in IDP development would be at the initial and any subsequent performance counseling.
2. The supervisor and employee should identify those areas where employees require additional training and development to maintain proficiency and enhance skills. When the supervisor is informed of training opportunities, the supervisor will inform all employees, through various means of communication. The supervisor will provide information on specific training opportunities to employees, upon request.
3. Training records will be kept current and will be made available to the employee, upon request.
4. All training shall be funded in accordance with applicable regulations.
5. When a change in a position qualification requires new training, licensing or certification for an employee already holding the position, Management will pay for the initial costs associated with the employee obtaining new training, licensing or certification unless the employee is grandfathered in.
6. Management may grant excused absences from work or make schedule adjustments to accommodate an employee's educational program if mission

allows. The employee is required to present his/her proposed class schedule to the supervisor.

### **Section 25-3 Mandatory Training**

Army Regulation (AR) 350-1 (subject to change), Appendix G-6, Table G-3, documents the requirements that are Mandatory Training for DA Civilians as of the date of this Agreement. Any other training to be assigned will require notification of the Union, a period to respond (10 workdays) and the completion of impact and implementation bargaining prior to execution.

## **Article 26 – Reduction in Force (RIF), Transfer of Functions (TOF), and Furloughs**

### **Section 26-1 Introduction**

The Parties recognize that Management has the responsibility to determine the methods, means and personnel necessary to carry out the mission. The Parties also recognize the right of the Union to request negotiations on the procedures Management will use to carry out determinations of this nature and appropriate arrangements for employees adversely affected by the exercise of Management's authority in this regard.

### **Section 26-2 Information**

1. RIF, TOF, and furloughs will be conducted in accordance with all laws, rules, and regulations. Negotiated agreements will apply to BUEs when Management releases an employee from his/her competitive level by furlough, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; or reorganization.

2. Management shall provide the following information, at a minimum, to the Union:

- a. An explanation of the requirement for the RIF, TOF, or furlough;
- b. The approximate number of employees who may be affected initially;

- c. The proposed competitive area(s) and competitive levels that may be affected;
- d. The anticipated effective date of the action;
- e. The expected duration of a furlough.

### **Section 26-3 Notification and Identification**

1. Prior to a RIF, TOF, or furlough, Management will notify the Union at least ninety (90) days, in advance of an anticipated RIF, TOF, or furlough concerning Management's intent, unless circumstances dictate otherwise. This will provide the Union with an opportunity to request additional information, a meeting and negotiations on the procedures to be utilized and arrangements for employees adversely affected by a RIF, TOF, or furlough, as appropriate.
2. Any career or career-conditional employee who is separated because of a RIF may be placed on the Reemployment Priority List (RPL) in accordance with applicable rules and regulations. An employee may notify Management at the time of separation that temporary employment will be acceptable. It is understood that acceptance of a temporary appointment within the normal commuting area will not alter the employee's right to be offered permanent employment.
3. When a position is abolished because of a reorganization or planned management action, the employee occupying the abolished position will be notified as soon thereafter as possible. When more than one employee occupies identical positions under the same supervisor, the employee with the least retention standing will be identified as excess. Prior to placement in another position, a review will be made to ensure that the appropriate employee is identified as excess.
4. Specific written notice will be issued to employees at least sixty (60) days before the effective date of a planned RIF.
5. Subpart G of 5 CFR 550.704 authorizes severance pay for employees who are involuntarily separated from Federal service and who meet other conditions of eligibility.

## **Section 26-4 Appeal**

An employee who has been furloughed more than thirty (30) days, separated or demoted by a RIF action may appeal to the Merit Systems Protection Board.

## **Section 26-5 Relocation Expenses**

Employees who are relocated by Management as a result of actions covered by this Article will receive relocation expenses and other benefits as allowed by law and regulation.

## **Article 27 - Light Duty**

1. When an employee's health care provider recommends light duty following an on or off the job injury, the employee will provide adequate medical documentation to the supervisor. Adequate medical documentation includes duration, diagnosis, and prognosis, and identification of any restrictions. If the supervisor determines additional information is needed in a specific case, he/she will inform the employee what specific information is needed.

2. The supervisor may assign light duty if the employee is temporarily unable to perform their normal duties. The Parties recognize that light duty assignments cannot continue indefinitely. The employees must recognize that light duty opportunities are limited and people who have suffered on the job injuries will receive priority consideration.

## **Article 28 - Fitness for Duty**

Management may direct an employee to undergo a fitness for duty examination only under those conditions authorized by applicable laws, rules, and regulations (applicable to those position descriptions that have specific physical requirements). When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to provide medical evidence documenting the health problem affecting his/her performance or conduct.

## **Article 29 - Security Clearance and Access**

1. Maintaining proper security clearance and system access eligibility is a condition of employment. It is the employee's responsibility to respond promptly to initial, periodic reviews, and updates of security clearances and access.
2. On and off duty conduct (criminal, financial, etc.) can impact the renewal and maintenance of an employee's security clearance and access.
3. An employee's failure to maintain a security clearance may be the basis for removal from Federal Service.

## **Article 30 - Contracting**

The Parties agree to meet as necessary to provide information in the event that Management undertakes outsourcing efforts that affect BUEs. Management will comply with all applicable laws, policies, rules and regulations regarding outsourcing.

## **Article 31 - Supervisors Performing Bargaining Unit Employee Work**

### **Section 31-1**

When Management assigns work normally performed by BUEs to supervisors or Managers, Management will negotiate the arrangements for adversely impacted BUEs in accordance with 5 USC 7106.

### **Section 31-2**

If supervisors and managers perform BUE duties on a regular and recurring basis, Management agrees to investigate the need for additional employee positions. The data and conclusions from such an investigation shall be furnished to the Union for comment and perspective.

## **Article 32 - Wage Survey**

Management agrees to include the Union on any and all wage surveys in accordance with applicable regulations. Vehicles used for transportation in the Wage Survey will be provided through HRC or mileage will be paid for the use of Privately Owned Vehicles (POV).

## **Article 33 - Dress Code**

1. BUEs are expected to comply with dress standards contained in the most current CG Policy. Subject to the exceptions stated below, all BUEs in all Directorates of HRC are allowed to wear any clothing in the encouraged clothing list of the CG Policy, any workday.

2. Any further Management requirements for specific civilian dress and appearance must be based on a clear showing that the prohibited dress contributes to an unsafe, unhealthy, nonproductive, or disruptive work environment. Management disagreements with styles, modes of dress, and grooming now in fashion is not an adequate criterion for making such a determination.

3. So long as service members are held to like standards (i.e. required to wear Class A or B uniforms, corresponding to business or business casual civilian attire), Management may direct BUEs not to wear denim in the following specific circumstances:

a. When the employee is representing HRC outside of the Complex on Fort Knox or in an official capacity on official travel. "Representing" HRC means that the employee is speaking, presenting or being recognized (i.e. briefing or delivering prepared remarks, providing testimony, standing as part of an HRC delegation, receiving an award, etc.). This does not include mere attendance at such an event (i.e. attendance at a Post-wide town hall);

b. When a Distinguished Visitor (DV), as defined below, is expected to be in the employee's work area. The employee's work area includes the organization's operational area, the room where the employee's work station is located, along with areas that the employee performs work on a typical day. It does not include

hallways or public areas that the employee may pass through, or areas which the employee may access for duty purposes only in rare circumstances.

4. Distinguished Visitor (DV) is defined as: Federal, State or Foreign Official guest with a rank, grade, or position equivalent to a 2-Star or higher General/Flag Officer. This includes, but is not limited to, U.S. and Foreign military personnel, Members of Congress and Congressional Staff, and members of the Senior Executive Service.

## **Article 34 - Smoking and Tobacco Use**

Using tobacco products (to include cigarettes, cigars, cigarillos, smokeless tobacco, herbal chew products and/or electronic cigarettes (vaping), inhaled tobacco, and all other tobacco and tobacco-alternative products designed for human consumption) are prohibited in the Federal workplace, government occupied buildings, government owned or leased vehicles except in areas designated for usage.

## **Article 35 – Labor-Management Collaboration Forum**

### **Section 35 -1 Purpose**

Both Parties agree that a non-adversarial forum for Management and the Union to discuss Government operations will promote better labor relations and improve the productivity and effectiveness of the Federal Government. Management should discuss workplace challenges and problems with the Union and endeavor to develop solutions jointly in a pre-decisional forum and then, at a later time and place (in accordance with Article 9, Mid-Term Bargaining of this Agreement), engage in bargaining over the impact and implementation.

### **Section 35-2 Forum Composition**

The forum will consist of up to five (5) Management representatives and up to five (5) Union representatives designated by the Union president, co-chaired by the G-1 and the HRC Unit Vice President. This does not prevent the participation of subject matter experts by either Party.

## **Section 35-3 Topics**

The purpose of this forum is to make a good faith attempt to resolve issues concerning proposed changes in conditions of employment including those involving the subjects set forth in 5 USC 7106 (b)(1). It is not intended to be a “gripe session” or a substitute for the negotiated grievance procedure but an honest attempt at collaboration to improve both the efficiency and well-being of the workers and therefore, the efficiency of HRC.

## **Section 35-4 Meeting Times**

Meetings will be during the duty day, held on a quarterly basis or more often, as needed.

## **Article 36 – Collective Bargaining Agreement Distribution**

1. The Agreement will be available in an electronic format on the HRC intranet.
2. Management will provide Agreement training annually.
3. Management will provide a web link to the official Agreement.
4. Management will print and maintain a supply of printed Agreements for distribution as requested.

## **Article 37 – Duration and Termination**

1. This Agreement shall take effect thirty (30) calendar days from signature, subject to the provisions of 5 USC 7114(c). This Agreement will remain in effect for three (3) years.
2. This Agreement will renew automatically beginning on the 3<sup>rd</sup> anniversary of its effective date, and annually thereafter, unless either Party gives written notice at least sixty (60) calendar days prior to the anniversary date. Upon receipt of this written notice, the Parties shall meet within thirty (30) calendar days to begin negotiations on ground rules.

3. Any supplements or amendments to this Agreement concluded by the Parties shall become a part of and shall terminate at the same time as this Agreement unless otherwise expressly agreed to, in writing, by the Parties.

<b>Article 38 - Glossary of Definitions and Terms</b>	
<b>ABC-C</b>	Army Benefits Center - Civilian
<b>AFGE</b>	American Federation of Government Employees
<b>Agency</b>	United States Army Human Resources Command (HRC) Fort Knox, Kentucky
<b>Agreement</b>	This collective bargaining agreement between HRC and AFGE Local 2302.
<b>AR</b>	Army Regulation
<b>Arbitrator</b>	An impartial third party to whom the parties to an agreement refer their grievances for resolution.
<b>ATAAPS</b>	Automated Time and Attendance Production System and any successor system for recording time and attendance.
<b>AWOL</b>	Absent Without Leave
<b>AWS</b>	Alternative Work Schedule
<b>Bargaining Unit Employee (BUE)</b>	All non-professional of Human Resources Command at Fort Knox, KY, as described in the certification of unit issued by the FLRA on 4 November 2011, along with those included in any subsequent certifications. Management officials, supervisors, professional employees and employees described by 5 USC 7112 (b) (2), (3), (4), (6), and (7) are excluded.
<b>CBA</b>	Collective Bargaining Agreement
<b>CFR</b>	Code of Federal Regulations
<b>CG</b>	Commanding General
<b>Chief Steward</b>	Senior Steward appointed by the President of the AFGE Local 2302

<b>Classified Positions</b>	A position for which the duties have been formally classified under regulations promulgated by OPM.
<b>Complex</b>	LTG Timothy J. Maude Complex
<b>Contract</b>	Agreement.
<b>CPAC</b>	Civilian Personnel Advisory Center
<b>CWS</b>	Compressed Work Schedule
<b>Days</b>	All reference to days in the Agreement are calendar days unless otherwise noted.
<b>Detail</b>	A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period with the employee returning to his regular duties at the end of the detail.
<b>DFAS</b>	Defense Finance and Accounting Service
<b>DA</b>	Department of the Army
<b>DO</b>	Deciding Official
<b>DoD</b>	Department of Defense
<b>DoDI</b>	Department of Defense Instruction
<b>EAP</b>	Employee Assistance Program
<b>EEO</b>	Equal Employment Opportunity
<b>EEOC</b>	Equal Employment Opportunity Commission
<b>Employer</b>	United States Army Human Resources Command, Fort Knox, Kentucky.
<b>FLRA</b>	Federal Labor Relations Authority
<b>FMCS</b>	Federal Mediation and Conciliation Service
<b>FMLA</b>	Family Medical and Leave Act
<b>FSIP</b>	Federal Services Impasse Panel
<b>FWS</b>	Flexible Work Schedule
<b>Government Wide Regulations</b>	A regulation that applies to all Federal Agencies and Departments.

<b>GS Employee</b>	General Schedule Employee
<b>HRC</b>	U.S. Army Human Resources Command
<b>IDP</b>	Individual Development Plan
<b>Impact and Implementation (I&amp;I) Bargaining</b>	These are negotiations that take place between the Parties concerning the impact and implementation of changes in conditions of employment.
<b>LMER</b>	Labor Management Employee Relations
<b>LWOP</b>	Leave Without Pay
<b>Meeting</b>	In-person communications between Management officials and BUEs which rises to the level of a “formal discussion” under 5 USC 7114(A) (2) (a) and relevant FLRA precedent. The elements of a formal discussion are: (1) a discussion; (2) which is formal in nature; (3) between at least one or more agency representatives and one or more unit employees or their representatives; (4) concerning any grievance or personnel policy or practice or other general condition of employment.
<b>Merit System Principles</b>	The expectations of a system that is efficient, effective, fair, open to all, free from political interference and staffed by honest, competent, and dedicated employees, as described in 5 USC 2301.
<b>MFR</b>	Memorandum for Record
<b>MSPB</b>	Merit Systems Protection Board
<b>Nepotism</b>	Nepotism is the appointment, employment, promotion or advancement of an individual by that individual’s relative in violation of 5 USC 3110 and/or AR 690-300
<b>OPF</b>	Official Personnel Folder
<b>OPM</b>	Office of Personnel Management
<b>OSHA</b>	Occupational Safety and Health Administration or Act
<b>Parties</b>	HRC and AFGE Local 2302.
<b>PIP</b>	Performance Improvement Plan
<b>POV</b>	Privately Owned Vehicle

<b>PPP</b>	Priority Placement Program
<b>Probationary Employee</b>	An individual in the first two years of a career or career conditional appointment.
<b>QSI</b>	Quality Step Increase
<b>Reassignments</b>	A permanent movement to a position of the same grade.
<b>Relatives</b>	Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father in law, mother in law, son in law, daughter in law, brother in law, sister in law.
<b>RIF</b>	Reduction in Force
<b>RPA</b>	Request for Personnel Action
<b>RPL</b>	Re-employment priority list
<b>SCD</b>	Service Computation Date. All references in the Agreement are to SCD for RIF unless otherwise specified.
<b>Seniority</b>	A ranking, normally based on grade. If the same grade then based on SCD
<b>Temporary Promotions</b>	A non-permanent assignment to a higher position with the employee returning to his permanent position at the end of the assignment.
<b>TOA</b>	Time off award
<b>TOF</b>	Transfer of function
<b>Trial Period Employee (VRA/VEOA)</b>	An individual in a VRA/VEOA appointment who has a two (2) year trial period.
<b>ULP</b>	Unfair Labor Practice
<b>Unclassified Positions</b>	A position for which the duties have not been formally classified.
<b>Union</b>	AFGE Local 2302 is the exclusive representative and represents the bargaining unit employees of HRC.
<b>Union Officials</b>	Elected or appointed officers, chief stewards, and stewards of AFGE Local 2302.
<b>Unit Officer</b>	Typically the Vice President of the Bargaining Unit.
<b>USC</b>	United States Code

<b>VEOA</b>	Veterans Employment Opportunities Act
<b>VRA</b>	Veterans' Recruitment Appointment
<b>Weingarten Rights</b>	The right of a BUE to request Union representation for investigatory interviews, as set forth in NLRB v J. Weingarten, Inc. 420 U.S. 251
<b>WG Employee</b>	Wage Grade Employee

MEMORANDUM OF UNDERSTANDING  
BETWEEN

U.S. ARMY HUMAN RESOURCES COMMAND U.S. ARMY HUMAN RESOURCES COMMAND  
(HRC), U.S. ARMY GARRISON (USAG), U.S. ARMY MEDICAL DEPARTMENT ACTIVITIES  
(MEDDAC), HQ, U.S. ARMY RECRUITING COMMAND (USAREC), LOGISTICS READINESS  
CENTER (LRC), U.S. ARMY DENTAL ACTIVITY, PUBLIC HEALTH COMMAND (PHC), 93<sup>RD</sup>  
SIGNAL BRIGADE, NETWORK ENTERPRISE CENTER (NEC), MISSION & INSTALLATION  
CONTRACTING COMMAND (MICC), LOCATED AT FORT KNOX, KY  
AND  
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE), LOCAL 2302

SUBJECT: Impact and Implementation for Department of Defense (DoD) Civilian Personnel  
Management System: Performance Management and Appraisal Program (DPMAP)

1. DOD INSTRUCTION 1400.25, VOLUME 431, DoD CIVILIAN PERSONNEL MANAGEMENT  
SYSTEM: DPMAP

2. **Purpose.** This agreement is entered to facilitate and document impact and implementation bargaining between the Parties regarding the Department of Defense (DoD) Civilian Personnel Management System: Performance Management and Appraisal Program (DPMAP), as required by Section 1113 of the National Defense Authorization Act for FY10 (Public Law 111-84, 5 U.S.C. 9902) and to be applicable to any DoD performance rating system which may replace DPMAP, subject to the Parties completing any additional labor relations obligations required under the Statute.

3. **Scope.** Upon execution, this agreement applies to bargaining unit employees represented by AFGE Local 2302.

4. **Understandings.**

a. Management will either extend or shorten existing rating cycles under the Total Army Performance Evaluation System (TAPES) to allow for a smooth transition toward implementing DPMAP-New Beginnings in accordance with individual command scheduled implementation.

b. Supervisors and employees will engage in discussion about the development of performance elements, standards and general performance expectations within 30 days prior to implementing DPMAP-New Beginnings.

c. At a minimum, supervisors will hold three (3) formal documented performance discussions with employees during the appraisal cycle, with the intention of meeting face-to-face when possible. Employees may request additional informal discussions annotated electronically in the MyPerformance Appraisal Tool. During the discussions, employees may request to review the standards and elements.

SUBJECT: Impact and Implementation for Department of Defense (DoD) Civilian Personnel Management System: Performance Management and Appraisal Program (DPMAP)

d. Employees may request to have union representation during formal performance discussions with the supervisor if more than one Agency official attends. Sufficient time will be given to arrange for Union representation.

e. When a supervisor detects a decline in performance, early intervention is imperative. The supervisor should provide assistance to the employee early on, whenever there is a need for improvement or anytime there is a decline in performance.

f. Performance standards will be provided for each performance element identified in the performance plan and must be written at the "Fully successful" level. All performance elements must be critical elements and clearly align with organizational goals. The performance standards should include specific, measurable, achievable, relevant, and timely (SMART) criteria.

g. Within 30 days prior to the appraisal cycle, supervisors will meet preferably in person, with the employees. Supervisors will review performance plans with employees ensuring that supervisors clearly convey the following to the employees:

- (1) Performance elements are aligned with the Position Description.
- (2) Standards are achievable.
- (3) Standards are fair.
- (4) Expectations are measurable (quantifiable, observable, and verifiable).
- (5) The performance plan is flexible, living document and should be reviewed and discussed throughout the appraisal cycle. Employees may request adjustments on the basis of work assigned.

h. Employees are encouraged to provide input. Employees have the option of writing a Self-Assessment at any time during the appraisal cycle, describing his/or her accomplishments. Employees may use "STAR" as it relates to critical elements and standards identified in the Performance Plan:

- S – Situation: describe the situation or condition
- T – Task: what was done to create results/achievements
- A – Action: action taken to accomplish results
- R – Results: describe importance of results and impact of accomplishment

i. Employees may take effective writing classes through Skill Port Training should they elect to do so and subject to supervisor approval.

SUBJECT: Impact and Implementation for Department of Defense (DoD) Civilian Personnel Management System: Performance Management and Appraisal Program (DPMAP)

j. During the final formal documented performance discussion, and only if requested by the employee for verification, the supervisor will provide the assigned rating number for each element and calculate the rating of record in the employee's presence.

k. Implementation of DPMAP-New Beginnings will be affected across Fort Knox organizations represented by the exclusive representative Local AFGE 2302, but not before the MOU is signed by both Parties and approved by Agency Head review.

5. Effective date. This MOU will become effective thirty-one (31) days from the execution date or agency head approval, whichever occurs first, consistent with 5 U.S.C. §7114.