

PREAMBLE

This agreement is made between Headquarters, Joint Base Lewis-McChord and Network Enterprise Center (NEC), Joint Base Lewis-McChord, Washington, hereafter referred to as "Management" and International Association of Machinists and Aerospace Workers (IAM), District Lodge 160, Local Lodge 282, AFL-CIO, hereafter referred to as the "Union."

It is the intent and the purpose of the Parties to promote and improve the efficient administration of the Federal service, to promote the well-being of employees within the framework of Chapter 71, of Title 5 U.S. Code, as amended, to establish a basic understanding relative to personnel policies, practices, and procedures, and other matters affecting conditions of employment, and to provide a means for amicable discussion and adjustment of matters of mutual interest.

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

SECTION 1. This agreement is subject to the limitation on the discretionary powers of management officials over the area negotiated and is applicable to the units for which the Union has been granted exclusive recognition.

SECTION 2. The Union is the exclusive representative of all non-supervisory Federal Wage System (FWS) employees of the Joint Base Garrison, Directorate of Public Works and the Directorate of Logistics' Transportation Division, Logistics Plans and Operations Division, and Maintenance Division, as well as the Network Enterprise Center located at Joint Base Lewis-McChord, Washington. The Union recognizes the responsibility of representing the interests of all such employees by the provisions of this agreement.

SECTION 3. Other units which are granted exclusive recognition may be covered by this agreement when mutually agreed upon by Management and the Union, and placed in written form.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1. It is the right of Management (1) to determine the mission, budget, organization, number of employees, internal security practices of the agency; and (2) in accordance with applicable laws, (a) to hire, assign, direct, layoff, retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; (c) with respect to filling positions, to make selections for appointments from (i) among properly ranked and certified candidates for promotion; or (ii) any other appropriate source; and (d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. Management is under no obligation to negotiate on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty or on the technology, methods, and means of performing work.

ARTICLE 3

RIGHTS AND RESPONSIBILITY OF THE UNION

SECTION 1. The Union has the right and responsibility to:

- a. Represent the interests of all bargaining unit employees covered by this agreement without regard to labor organization membership.
- b. Present its views to Management on matters of concern, either orally or in writing.
- c. Consult or be consulted prior to the implementation of changes in personnel policies and practices which affect unit employees and are within the discretion of Management.

d. Enter into collective negotiations with the object of reaching an agreement applicable to all bargaining unit employees.

e. Inform Management, whenever possible, of any problem presented to higher authority.

SECTION 2. The Union and Management agree that a union officer or steward cannot be officially detailed to or act as a supervisor while simultaneously serving as a union officer or steward, as to do so is a conflict of interest.

SECTION 3. Management will supply the Union, on a requested basis, a list of bargaining unit members and the major organizational element where they work. A Union representative will be permitted up to ten (10) minutes during New Employee Orientation (NEO) to provide attendees with information concerning the Union.

SECTION 4. Management will provide the Union, within a reasonable time and to the extent not prohibited by law, data that Management normally maintains in the regular course of business that is reasonably available and necessary for a full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining. Information that constitutes guidance, advice, counsel, or training provided for management officials or supervisors in relation to collective bargaining is not subject to release under this section. The Union will request the information in writing (or via electronic mail) that is sent to the Director of the Civilian Personnel Advisory Center (CPAC.) The Union's request for information will specifically identify what information the Union is requesting and the timeframe for the information. This will include a statement of the uses to which the Union will put the information and the connection between those uses and the Union's representational responsibilities under the Statute. Management should normally provide the requested information within 14 calendar days of receipt of the request. If there is a delay in obtaining the information, Management will inform the Union of the expected date the information shall become available. If Management denies the request for information, specific reasons for the denial must be provided to the Union. Union representatives will maintain the confidentiality of personal data made available to them under this provision. When a request for information is made, time limits for presenting an oral/written reply and/or scheduling/conducting grievance meetings will be suspended until a reply is made to the request. Filing an information request will not, however, serve to extend grievance/arbitration filing time limits.

ARTICLE 4

RIGHTS OF EMPLOYEES

SECTION 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in 5 USC 7102, Employee's Rights, such rights includes the right:

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

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

SECTION 2. Any employee covered by the provisions of this agreement and during the period he/she is on the payroll of Management, shall not forfeit any benefits of this agreement while on detail to another activity.

SECTION 3. Each employee, regardless of whether he/she is a member of a labor organization, has the right to bring matters of personal concern to the attention of the appropriate Union, Management or other official under applicable law, rule, regulation or established policy of the Department of the Army; or to choose his/her own representative in a grievance or appeal action, except when presenting a grievance or complaint under the negotiated grievance procedure under Article 23.

SECTION 4. The employee shall be given the opportunity to be represented by a union representative at any examination of a bargaining unit employee by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her, and the employee requests representation.

SECTION 5. When Management has been notified by the process server or is otherwise aware an employee is going to be served with a subpoena, summons, complaint, or other legal process, it will be done in a manner so as to cause a minimum of embarrassment to the employee being served with respect to his fellow employees, in as private surroundings as possible.

SECTION 6. Nothing in this agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

ARTICLE 5

PROVISIONS OF LAW AND REGULATION

SECTION 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future law; published agency and government-wide policies and regulations in existence at the time the agreement was approved; and subsequently published government-wide policies and regulations, which are required by law to be applicable to prior existing agreements.

SECTION 2. In the event either party contemplates filing an unfair labor practice charge with the Federal Labor Relations Authority, the other party will be first advised of the factors and circumstances surrounding the issue. The parties will meet and attempt to resolve the issue.

ARTICLE 6

APPROPRIATE MATTERS

SECTION 1. Matters appropriate for negotiation in this agreement, or for consultation between the parties are policies, programs, and procedures related to working conditions which are within the discretion of Management, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, merit promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.

SECTION 2. Management agrees to consult with the Union concerning alleged inequities in the application of benefits provided within this agreement.

SECTION 3. Management agrees to notify the Union prior to holding a formal discussion with bargaining unit employees concerning grievances, personnel policies or practices, or general conditions of employment. The Union will designate the representative to attend the meeting, if any, and may or may not be an employee assigned to the organization.

SECTION 4. Management shall notify the Union prior to the planned implementation of a change to conditions of employment, existing benefits, practices and understandings which have been authorized by Management and affect employees covered by this agreement. A written notice, email permitted with delivery receipt, will be provided to the Union of the proposed change and the proposed effective date of the change. Management will provide an advance notice to the Union of reduction-in-force (RIF) actions, realignments and/or reorganizations that have an impact on bargaining unit employees.

SECTION 5. In the absence of good cause, the Union shall have seven (7) calendar days from the date following the delivery receipt date of the notification to request impact and implementation (I&I) bargaining. The Union will normally have fourteen (14) calendar days from the date of initial notification (starting with the date following the delivery receipt date of the notification) to provide Management with written proposal(s). If time limits are not met and an extension is not requested by the Union, or Management does not mutually agree to the extension, Management may implement the changes.

ARTICLE 7

UNION REPRESENTATION

SECTION 1. The Union will designate a council committee member that will meet with management officials, or designated representatives, on a mutually agreeable regular basis to discuss appropriate matters. An alternate may be named to attend in the absence of the member. This does not preclude the attendance of another Union representative at meetings for Union training purposes, subject to Management approval given workload requirements.

SECTION 2. Management agrees to recognize a chief steward, an alternate chief steward and shop stewards (hereafter referred to as Union representatives) duly authorized by the Union as the representatives of employees on appropriate matters of grievances. The Union shall maintain a current and complete list of all authorized union representatives and supply Management with a copy in writing; email permitted, when changes or updates are made.

a. The chief steward is the point of contact regarding all consultations required by the provisions of this agreement and Chapter 71, of Title 5 U.S. Code, i.e., changes in tours of duty.

b. The chief steward is authorized to conclude settlements regarding local implementation of the provisions of this agreement.

SECTION 3. The union representative and officers shall represent the Union or bargaining unit employees in meetings with Management to discuss appropriate matters of mutual interest. They may receive and investigate, but shall not solicit; complaints or grievances of employees on government time. Solicitation of membership and activities concerning the internal management of the Union will not be conducted during working hours.

a. Permission to conduct official union business including representation and assistance activities will normally be granted unless absence of the steward from his/her work duties would cause substantial adverse effect on the work product of his/her area. In those instances, an alternate time

will be authorized. Permission shall also be obtained from the immediate supervisor of any employee being contacted prior to such contact. Where there is more than one (I) Union representative from the same work unit, the Union representatives shall make every reasonable effort to schedule use of official representational time so as to avoid simultaneous absence from their work duties on union business.

b. Upon completion of official union business, the Union representative will inform the supervisor, or the designee, of his/her return and will also submit a completed HJB Form 1121, or properly account for their absence in the approved timekeeping system (i.e., ATAAPS) as soon as possible but no later than the end of the pay period.

SECTION 4. Passes will be available, subject to security requirements and local policy, for the use of authorized local union and international union representatives to visit the activity to carry out the functions which come within the scope of their responsibility.

SECTION 5. Employees have the right to representation as outlined in Article 4, Section 1.

SECTION 6. An employee may be granted annual leave or leave without pay to accept temporary positions with the Union or its affiliates or to attend conventions or meetings of the Union as defined in Public Law 95-454, and subject to the needs of Management, provided that the leave does not exceed one (1) year.

SECTION 7. As long as organizational needs are met, Management may grant up to eighty (80) hours of official time for no more than two (2) union representatives (up to 40 hours each) for the purpose of attending union-sponsored training sessions to train representatives on labor/management-employee relations topics. Such training will be of mutual benefit to Management and the Union, as determined by Management. When requesting absence under this section, the Union will submit a written request, and include a detailed agenda, to the Director, Civilian Personnel Advisory Center (CPAC), 30 calendar days in advance, or as soon as possible, but no less than one (1) pay period in advance of the start of the training. The detailed agenda must include, at a minimum, the following information:

- a. Purpose of the training and why training is needed;
- b. Copy of the agenda of training sessions;
- c. Number of hours requested for each union representative, including travel time; and
- d. Dates/sessions for which each union representative is scheduled.

SECTION 8. The union representatives involved will advise their supervisors of the request and the period of time requested. Supervisors are responsible for recommending whether the employee can be spared from his/her duties in order to attend. Management will review the requests and recommendations of the supervisor, and approve or disapprove the use of excused absences in those situations.

Management will provide written reason(s) to the representative(s) if the request is denied.

SECTION 9. Within five (5) calendar days of completion of training for which official time was granted, the Union will provide a copy of the trainee's completion/training certificate to their first-level supervisor. A copy of this information will also be provided to the Director, Civilian Personnel Advisory Center (CPAC).

SECTION 10. As long as organizational needs are met, in addition to training referenced in Section 7

of this article, all union representatives will be allowed eight (8) hours per calendar year to attend union-sponsored training. Unused hours will not be subject to carry over to the next calendar year and cannot be transferred to any other union representative.

ARTICLE 8

CIVIC RESPONSIBILITIES & LABOR MANAGEMENT COOPERATION

SECTION 1. In the event an employee serves on jury duty, Management will pay the employee the basic rate for the time lost from the basic work schedule for such service. If an employee is called for such service, they shall promptly notify Management in order that arrangements may be made for the employee's absence from the activity. If an employee is on an AWS the employee will remain on that schedule with the understanding that they will return to duty if they are excused in time to reasonably return to work or they may contact their supervisor to request leave. The employee will present Management with a signed jury summons or other satisfactory evidence of the time served performing such duties. All fees and allowances must be turned into the agency except allowances received for meals, transportation, etc., which may be retained by the employee. If an employee is on jury duty for the complete week and is not required to be on jury duty on the weekend, the employee may be given the opportunity to work any scheduled overtime if Management is notified of the employee's availability.

SECTION 2. When an employee is summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of a state or local government, he is entitled to court leave during the time he is absent as a witness. When an employee is summoned or assigned by his agency to testify in a non-official capacity on behalf of the United States Government or the Government of the District of Columbia, he is in an official duty status as distinguished from a leave status, and entitled to his regular pay. If the witness service in a non-official capacity is on behalf of a private party, the employee's absence must be charged to annual leave or leave without pay, and he may accept fees and expenses incidental thereto.

SECTION 3. Management will forward the statement containing evidence of the employee's attendance at court to the DFAS Customer Service Representative (CSR).

SECTION 4. The Union agrees to cooperate with Management in programs for the prevention and control of alcohol and drug abuse and to lend its support to correcting situations where employees' drinking or drug abuse problems are adversely affecting on-the-job performance and/or conduct.

SECTION 5. The Union agrees to cooperate with Management by promoting the suggestion program and the safety program.

SECTION 6. Management and the Union mutually agree that the employees in the unit will be encouraged to participate in charity drives endorsed by Management and the Union (i.e., Combined Federal Campaign, etc.) In no instance shall Management or the Union exercise undue pressure on an employee to contribute to a charity to which an employee does not wish to contribute nor will any reprisal be taken against an employee who refrains from contributing.

ARTICLE 9

HOURS OF WORK/TOURS OF DUTY

SECTION 1. The regular tour of duty normally consists of five consecutive 8-hour workdays, unless an alternate work schedule is approved. All tours of duty will be established and changed in accordance with applicable laws and regulations. In addition to satisfying any bargaining obligations, Management will make an effort to provide employees a minimum of 2 weeks advance notice when changing their established tours of duty or hours of work. Union notification is not required in those areas where hours of work/tours of duty are routinely changed or when the change is at the employee's request.

SECTION 2. Days off will normally be consecutive and scheduled on an impartial basis when permitted by coverage of the workload.

SECTION 3. A scheduled meal period of no more than one hour (excluding paid meal periods), when Employees are entirely free of duty connected with the job, will commence around the mid-point of the shift, except in infrequent cases where an employee may be required to complete an important task or to provide coverage at the work site.

SECTION 4. Fifteen (15) minute paid break periods should be afforded to employees for every four (4) hours of work. Break periods normally should be taken at or near the mid-point between the start of the employee's workday and the employee's meal period and at the midpoint between the employee's meal period and the end of the tour of duty. Break periods will not be scheduled to start or end the tour of duty or to be a continuation for the meal period and are not cumulative.

SECTION 5. Management will make an effort to assign employees to their shift preference when there are work assignments available to be performed for those qualified employees. When more employees desire to work a particular shift than there are shifts available, the most senior employee based on Service Computation Date for Leave (SCD-Leave) who is qualified to perform the work will be assigned their shift of preference. Assignment to a shift preference of fixed days, evenings or nights does not mean that an employee will never rotate to other shifts. When there is a necessity to move an employee to another shift to provide adequate coverage, volunteers will be solicited. If there are more volunteers than opportunities available, the most senior employee based on SCD-Leave who is qualified to perform the work will be chosen. In the absence of a qualified volunteer, a qualified employee with the most recent SCD-Leave date shall be considered first. This process does not create an established rotational system.

SECTION 6. Insofar as practicable, temporary changes in tours of duty will be equally distributed among the available employees of the organization who work under the same or substantially similar job descriptions. Any complaint or disagreement on the changes of assignment of tours shall be handled in accordance with the negotiated grievance procedures.

SECTION 7. If Management reasonably determines that a preparatory or concluding activity is closely related to an employee's principal activities, and is indispensable to the performance of the principal activities, and that the total time spent in that activity is more than 10 minutes per workday, Management shall credit all of the time spent in that activity, including the 10 minutes, as hours of work. The Union agrees to cooperate with Management in maintaining reasonable starting and quitting time to ensure full shift's work for a full shift's pay, and to minimize the payment of overtime for such activity.

ARTICLE 10

OVERTIME

SECTION 1. An employee shall receive at minimum two (2) hours pay at the applicable overtime rate if called back to work. Management will notify all employees who are to work overtime at least two days prior to the time the overtime is to be worked. If this is impractical, the employee, upon request, will be given specific reasons why the overtime is required and why he could not be given the advance two (2) day notice. If an emergency exists, each employee will make every effort to work overtime, if needed. An employee may be excused from overtime for valid reasons, or if another qualified employee is available and willing to perform the overtime work required.

SECTION 2. In the event of a situation requiring the extension of a regular work shift into more than a two (2) hour overtime work period, employees will be provided a brief rest period of no more than 10 minutes per each 2 hour period of overtime worked. If the overtime period extends for more than 2 hours and into what would be considered a normal meal period, the employee will be allowed to take a paid meal break of no more than 20 minutes, during which the employee would be required to remain at the work site. As an option, if operational needs permit, the employee may request a 30 minute unpaid meal break after working at least two (2) hours of overtime.

SECTION 3. Subject to the right of Management to take actions designed to reduce overtime costs, overtime assignments will be distributed fairly and equitably among qualified employees in accordance with their particular skills, unless a job requires the same workers for continuity. To determine "fair and equitable distribution" of overtime, an employee's declination to work overtime is counted the same as overtime worked. Also counted is an employee's failure to respond to an emergency overtime callback or when an employee cannot be reached for callback overtime. Records of overtime worked, declined, etc., will be maintained for a one (1) year period and made available to the Union upon written request. In situations where employees have volunteered to work overtime, or have been directed to report for overtime duty, they will be expected to report as specified and their failure to report as scheduled may subject them to disciplinary action unless it can be determined that the absence or failure to report was due to circumstances beyond their control.

ARTICLE 11

HOLIDAY WORK

Employees shall normally be excused for all holidays now prescribed by law and any that may be later added by law and all holidays designated by executive order shall be observed as regular holidays, within the normal Monday through Friday workweek. Employees who work on a holiday will be compensated in accordance with 5 CFR 550.103.

ARTICLE 12

SICK LEAVE

SECTION 1. The Union agrees to support Management in its efforts to eliminate unwarranted or improper use of sick leave. Sick leave will be granted to employees when management determines they are incapacitated for the performance of their duties for sickness, injury, or other reasons as provided by sick leave regulations. When an employee is incapacitated for duty because of illness, he or she is personally responsible for requesting leave from his or her supervisor by telephone prior to the beginning of each of his or her scheduled work shifts. Employees are encouraged to make the above request as soon as possible, but the request must be made not later than two (2) hours prior to the beginning of the shift for personnel assigned to organizations with 24-hour operations; and not

later than the beginning of their assigned shift for employees who do not work in a 24-hour operations environment. If the employee does not speak directly with their supervisor, the employee must leave a contact number for the supervisor to return the call. Each functional work area will establish a procedure identifying the point of contact. Immediately upon return to duty, employees will submit an OPM 71, *Request for Leave or Approved Absence*, to their immediate supervisor.

SECTION 2. In the event of prolonged illness or disabling injury, when an employee's accrual of sick leave has been exhausted and the employee requests advanced sick leave, Management agrees to process the request in accordance with applicable regulations. During long-term absences, employees shall discuss their expected return to duty date with their supervisor on a weekly basis unless the supervisor determines a longer period between discussions is acceptable. When employees provide Management with acceptable medical documentation that they are limited to light duty or restricted duty by a healthcare provider, Management will make an effort to assign work that is within the limitations described in the provided medical documentation, where practicable and in accordance with applicable regulations.

SECTION 3. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Management may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 5 CFR §630.401(a) for an absence in excess of 3 workdays, or for a lesser period when Management determines it is necessary. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the Management requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by Management despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date Management requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

SECTION 4. The amount of travel time allowed associated with medical appointments in connection with sick leave shall be determined administratively by the approving official in accordance with applicable regulations.

SECTION 5. When the supervisor has reason to believe that the use of sick leave has been abused based on excessive utilization of leave on a frequent, short-term nature, the supervisor may counsel the Employee and subsequently issue the employee a written Notice of Requirement. The number of sick leave hours used will not in and of itself establish abuse. Notices of Requirement will be reviewed every six- (6) months and removed, if no longer needed or extended if the pattern of leave usage has not improved. A Notice of Requirement is not a disciplinary action.

ARTICLE 13

ANNUAL LEAVE

SECTION 1. Annual leave is afforded by law, and employees shall accrue annual leave in accordance with regulations. Approval of an employee's request for annual leave will be granted, subject to the needs of Management, when the request is submitted with reasonable advance notice. Approval of requests for annual leave for unforeseen reasons will be considered as the circumstances warrant.

SECTION 2. Subject to workload considerations, Management will make an effort to approve employee requests for annual leave for vacation periods. When Management finds it necessary to cancel previously approved leave, the reasons for such action will be explained in writing to the affected employee(s).

ARTICLE 14

EXCUSED ABSENCE

SECTION 1. Mandatory Excused Absence: There are a few situations where management is required by law or higher headquarters' regulatory guidance to authorize periods of excused absences. For example serving as a bone marrow or organ donor. Refer to Department of Defense Instruction (DoDI) 1400.25.

SECTION 2. Discretionary Excused Absence: Subject to the manpower requirements of Management, and Major Command or local Command policy, an employee may be allowed a period of excused absence, without charge to leave or loss of pay to donate blood, voting, initial counseling with the Employee Assistance Program (EAP), etc. Refer to DoDI 1400.25.

ARTICLE 15

MERIT PROMOTIONPROCEDURE

SECTION 1. Management and the Union agree to follow the provisions of the West Region Merit Promotion and Placement Plan (WRMPPP). Management will support the tenets of merit systems principles and make merit promotion selections using merit-based criteria.

SECTION 2. The selecting official may or may not choose to select any candidate referred under the WRMPPP. Subject to regulatory or command policy guidelines, the selecting official may make a selection from any appropriate source of candidates at any time during the recruitment process.

ARTICLE 16

USE OF OFFICIAL FACILITIES

SECTION 1. Management agrees to provide the Union the use of an office space, office furniture, computer, and basic office supplies for the sole purpose of conducting official union representational duties prescribed by law, regulations and negotiated agreements. Management agrees to provide additional meeting space, when requested, for the purpose of meeting and conferring with employees for representational purposes. The parties agree the Union will vacate this office space when the Commander in his discretion gives thirty (30) days advance notice to vacate the office. The Commander's notice is not subject to negotiation, grievance, or arbitration, but Management agrees to make a reasonable effort to locate and offer other office space. The Union agrees not to make permanent physical changes or alterations to any Management property without prior written approval. The parties agree that the Union shall not lease or sublease, loan or assign use of the space to any other organization, party or individual. In addition, the Union agrees to assume liability and hold Management harmless for any and all claims arising from the Union's use of the space. The Union agrees to abide by all pertinent regulations in use of the facilities. The Union is liable and responsible for the costs of repair of any damage to the space arising from the Union's use of the space. The parties agree and understand that where the Union does not comply with the terms of this

agreement the office space will be subject to forfeiture.

SECTION 2. The Union recognizes its responsibility to ensure that any material posted or distributed is accurate, adheres to high ethical standards, and is consistent with good labor/management relations.

ARTICLE 17

COUNSELING

Counseling may be necessary to call to an employee's attention certain matters or issues that may be interfering with successful job performance or employee conduct. Unless on-the-spot corrective action is needed, e.g., safety concerns or appropriate level of customer service, counseling sessions should be done in private to set the proper tone and as a method to focus attention upon the issues at hand. Should a written statement of counseling be issued to the employee, the employee's signature is acknowledgment of receipt and does not necessarily mean that the employee agrees with the content of the document.

ARTICLE 18

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. Disciplinary Actions

- a. Unless punitive, the objectives of discipline are to correct and improve employee behavior and to promote the efficiency of the service. Disciplinary actions will be taken for just cause and in accordance with applicable laws, regulations, and this contract.
- b. Disciplinary actions should be taken in as timely a manner as possible in order to optimize the effectiveness of the corrective action taken. If an employee has been informed by Management that disciplinary action is being considered and it is later determined that no action will be taken, the employee will be notified.
- c. Management should discuss the incident with the employee; afford the employee an opportunity to explain the basis for his or her actions; and, if appropriate, advise the employee that disciplinary action is under consideration. When considering disciplinary action, Management is encouraged to obtain a written statement from the employee. The employee shall be given the opportunity to be represented by a Union representative at any examination by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her, and the employee requests representation. If the employee has requested representation and a Union representative is present, the employee may consult with the Union representative during the discussion. The representative, however, may not answer for the employee.
- d. A decision notice involving suspension will be delivered in person; by regular mail with a certificate of mailing; or by electronic transmission after coordination with the employee.
- e. The employee and/or the Union will be permitted, upon request, to review or to be given a copy of supporting documentation regarding the disciplinary action. For the purposes of this provision "supporting documentation" does not include hard copies of DoD, DA, Major Command, local or government wide regulations, pamphlets, policies, instructions, rules, or statutes and laws that can be obtained or accessed by computer.
- f. Under this article, disciplinary actions include letters of reprimand and suspensions of 14

calendar days or less. Where the disciplinary action is a suspension of 14 calendar days or less, employees will be given a written notice of the proposed action and will be given an opportunity to reply to the charge(s) orally, in writing, or both, followed by a written notice of decision. If an employee alleges that the charges are unfounded, that facts were misrepresented, or the penalty was too severe, the decision may be grieved in accordance with Article 23 of this contract.

SECTION 2. Adverse Actions

a. Adverse actions are defined as those that may be appealable under 5 CFR Part 1201.3. These include but are not limited to removal, reduction in grade or pay, suspension for more than 14 days, or furlough for 30 days or less for cause that will promote the efficiency of the service.

b. In adverse actions, with the exception of furloughs without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities, i.e., shutdown furloughs, employees will be given a notice of proposed action; an opportunity to reply to the charge(s) orally, in writing, or both; and a notice of decision. If, after a notice of decision is received, a non-probationary career or career-conditional employee feels that the charges are unfounded, the facts are misrepresented, or the penalty is too severe, the decision may be grieved in accordance with Article 23 of this agreement. The notice of opportunity to reply does not apply to emergency furloughs pursuant to 5 C.F.R. § 752.404(d)(2).

c. In adverse actions, employees may elect to appeal the decision in accordance with Merit Systems Protection Board (MSPB) procedures. However, the employee may not seek review under both grievance and the MSPB procedures. For the purposes of this article, and pursuant to Section 7121 of Title 5, U.S. Code, an employee shall be deemed to have exercised this option at such time as he or she files a grievance under the grievance procedure or an appeal under the appellate procedure, whichever occurs first. A timely grievance is one filed within the time limits stated in Article 23 of this agreement. A timely MSPB appeal is one filed not later than 30 calendar days after the effective date of the adverse action in accordance with applicable MSPB regulations and case law.

ARTICLE 19

REDUCTION IN FORCE (RIF)

SECTION 1. In the event RIF procedures apply, management agrees to follow the provisions outlined in 5 CFR 351.

SECTION 2. Management agrees to provide a specific written notice to each employee affected by RIF procedures at least 60 calendar days prior to the effective date. The notice shall comply with the provisions of 5 CFR 351.802. Employees will be notified of grievance rights and time limits to grieve.

SECTION 3. Management agrees to grant official time to union officials to meet with bargaining unit employees impacted by RIF procedures. The Union agrees to respect the confidentiality of information supplied that is not public information, such as information contained in retention registers.

ARTICLE 20

WORK ASSIGNMENT AND JOB CLASSIFICATION

SECTION 1. Periodic review of jobs will be made to assure accurate description of work assignment and accuracy of job classification (i.e., pay category, title, series and grade). If an employee is involuntarily changed to a lower grade, he or she will be provided two (2) copies of any required notice. If the employee requests, Management may discuss the circumstance with his/her Union representative prior to the effective date of the action.

SECTION 2. Upon request by the employee or his/her Union representative, classification and qualification standards pertinent to the issue will be made available. Information will include how the pay plan, job series, grade level and titles were established and the type of work typically included under these standards, if requested.

SECTION 3. Employees of the bargaining unit will not be assigned to menial or dirty tasks or any other work which is generally recognized as undesirable as a reprisal or punishment.

SECTION 4. Each employee will be afforded the opportunity to discuss with Management his/ her position description to determine if the description is accurate. During these discussions the employee may request a Union representative to accompany them. Employees will be furnished a copy of all changed position descriptions.

SECTION 5. Management agrees to inform employees of the proper procedure for requesting an appeal of the title, series, or grade of their officially assigned position description when requested. When an employee believes that the title, pay plan, series or grade level of their position is incorrect, they may request in writing a review of the position classification through supervisory channels. The employee may file a formal appeal in accordance with regulatory procedures. When necessary to explain the basis for classification, Management will normally meet with the employee within 30 days of the request. The employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished to the employee in connection with the appeal.

ARTICLE 21

SAFETY

SECTION 1. Management will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees and will comply with applicable federal laws and regulations (E.O. 12196) relating to the safety and health of its employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner and promptly report any unsafe condition to Management. Management will expeditiously initiate action to request funds to correct unsafe conditions if such funds were not budgeted and available locally.

SECTION 2. Each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Management will welcome, from any individual employee or from the Union, suggestions which offer ways of improving safety conditions. Each employee will wear (as determined by his or her supervisor) all necessary safety equipment required by their duties and/or work environment.

SECTION 3. The Union will be offered the opportunity to have at least one (1) Union bargaining unit member participate on Management safety committees. The representative(s) will be selected based on mutual agreement between the Union and Management.

SECTION 4. In the course of performing their normally assigned work, union representatives will try to identify unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When the Union representative detects unsafe or unhealthy conditions, they will report them to the immediate supervisor. When such safety and industrial health matters are of general interest, the Union may present the problem to Management's safety committees within the bargaining unit or bring the matter to the attention of appropriate Management official for mutual consideration by Management and the Union.

ARTICLE 22

SPECIAL TOOLS AND CLOTHING

Subject to the provisions of applicable regulations, Management agrees to bear the full expense of all special or protective tools, clothing (to include coveralls), and equipment employees may be required to use including, but not limited to, safety shoes. An employee who believes his job calls for special protective clothing may submit justification through the appropriate supervisor for consideration.

ARTICLE 23

GRIEVANCE PROCEDURE

SECTION 1. Coverage

- a. Except as provided for in 5 USC 7121 Sections (d)(e) and (g), the procedures in this article shall be the exclusive administrative procedures for resolving grievances covered by this article.
- b. A grievance under this agreement means any complaint:
 - (1) by a covered employee concerning any matter relating to the employment of the employee,
 - (2) by the Union concerning any matter relating to the employment of any employee, covered employee; or
 - (3) by any covered employee, the Union, or Management concerning:
 - A. The effect, or interpretation or a claim of breach, of the collective bargaining agreement;
 - B. Any claimed violation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. Exclusions

The following issues are excluded from this grievance procedure:

- a. The interpretation of any (e.g., IMCOM, DA, or DOD) regulation, provision(s) of law, or regulations of authorities outside the agency (DoD);
- b. Non-selection for a position vacancy from a list of referred candidates;

c. Resignation (unless coercion is alleged), termination or removal of term or temporary employees; termination of temporary promotions, termination of probationary employees , termination of employees serving under excepted appointments, or a decision not to extend any term or temporary employee;

d. Non-adoption of a suggestion;

e. Failure to receive, or the amount of, a time off, monetary or honorary award;

f. Notices of performance expectations; counseling, appraisal ratings; or placement of an employee on a Performance Improvement Plan (PIP);

g. Requirement to submit to a fitness for duty examination;

h. Any violation or disciplinary action relating to prohibited political activities or anything reasonably construed as a violation of the Hatch Act;

i. Any decision regarding entitlement to employment benefits, including but not limited to retirement, life insurance, or health insurance;

j. Suspension or removal for national security reasons;

k. Any examination, certification, or appointment;

l. The classification of any position which does not result in the reduction in grade or pay of an employee. NOTE: this exclusion means employees covered by retained grade and pay by a classification downgrading action may not grieve;

m. Findings of pecuniary liability for damage to government property as provided in AR 735-5, Property Accountability Policies;

n. Any notice of proposed disciplinary or adverse action;

o. Management's decision on requests for Voluntary Separation Incentive Pay (VSIP) or Voluntary Early Retirement Authority (VERA);

p. The decision by either party to not extend the time limits of the grievance procedure.

SECTION 3. General Grievance Procedures

a. General Provisions

(1) An aggrieved employee who alleges that he/she is affected by a prohibited personnel practice under Title 5 U.S.C. § 2302(b)(1), which also falls under the coverage of this negotiated grievance procedure, may raise the matter under a statutory procedure or this negotiated procedure, but not both. An employee shall be deemed to have exercised his option under this provision to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of this negotiated procedure, whichever event occurs first. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to 5 U.S.C. § 7702 in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal

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Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

(2) The filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, loyalty or desirability to the organization.

(3) Issues of non-grievability shall be subject to arbitration on the issue of grievability only. Only after the issue of grievability has been decided by an arbitrator, and the decision is final and is in favor of grievability, may the merits of the grievance be advanced.

(4) Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with Management officials, subject to advance approval by management.

(5) Where multiple grievants present the same problem, the Union will initiate a single group grievance. The Union will provide the names of all known grievants at the time of filing. This notification does not preclude the Union from adding additional grievants at a later date, subject to the timeliness requirements of Section 3 C(3) of this article.

(6) Requests for information will be processed in accordance with Article 3, Section 4 of this agreement.

(7) Where in the course of a grievance there arises a question about the interpretation of a regulation, Management and the grievant will jointly submit their independent positions to the proponent of the regulation. The decision of the proponent as to the interpretation of the regulation will be final and not subject to further review under the grievance or arbitration procedure.

(8) If an employee leaves the bargaining unit before the steps of the grievance procedure are completed, and no pay issue is involved, the grievance will be dismissed without a final decision on the merits of the grievance.

(9) Nothing in this agreement shall be interpreted to require the Union to represent an employee if the Union considers the grievance invalid or without merit.

(10) Union representatives, in the performance of their duties of investigating, presenting, and settling grievances shall be afforded the rights and protections provided for in Article 3 of this agreement.

b. Settlement

(1) Grievances often arise from misunderstandings or disputes, which can be settled promptly and satisfactorily at the lowest possible supervisory level. Settlement of grievances is encouraged at all steps of the grievance process and reasonable effort by all parties to settle grievances at the lowest possible level is encouraged.

(2) Efforts to settle grievances do not extend or waive the time limits at any step of the grievance process unless the parties agree in writing to an extension.

c. Time Limits

(1) In computing the number of days for filing any grievance under this article, the first day counted is the day after the event from which the period begins to run. If the date that ordinarily would be the last day for filing a grievance falls on a Saturday, Sunday, or Federal holiday, the period will include the first workday after that date.

(2) It is the intent of the parties that the time limits contained herein be observed. The time limits in this Article may be extended only by mutual, written agreement between the Union and Management.

(3) The grievant and/or Union representative must file the grievance with the appropriate official within 15 calendar days of the action, incident, event, receipt of a letter of reprimand, or notice of decision for any grievable disciplinary or adverse action being grieved, or within 15 calendar days of when the grievant knew of the matter or issue, unless the grievant can demonstrate that the grievant was not aware of the matter or issue.

(4) Failure of the grievant and/or Union representative to comply with the time limits for filing and advancing a grievance at each step of the grievance process shall render the grievance moot and non-grievable.

(5) When an employee grievance is filed at any step, the parties will schedule a meeting within seven calendar days, unless there is mutual agreement between the grievant and/or Union representative and Management that a meeting is not necessary. If there is no mutual agreement, a meeting will be held within 15 calendar days of the date the grievance is filed, unless the parties mutually agree, in writing, to another timeframe.

(6) In a Union or a Management grievance, the Chief Steward, or his/her designated representative, and the designated Management representative will meet within 15 calendar days of receipt of the grievance in an attempt to resolve the issue, unless the Union and/or designated Management representative(s) mutually agree, in writing, to another timeframe.

(7) At each step of the grievance procedure, the grievance official will issue a written decision to the grievant with a copy to the Union, in cases where the grievant has not designated the Union to represent them, and to the Union, in cases where the grievant designated the Union as their representative in the matter, within 15 calendar days of the date of the meeting or within 15 calendar days of the grievance being filed if a meeting is not held.

(8) Upon receipt of the grievance official's written decision at Step 1 or Step 2, if the grievant and/or Union representative is dissatisfied with the decision, the grievant has 15 calendar days to elevate the grievance to the next step. Upon receipt of a decision at step 3, the Union may elect to invoke arbitration in accordance with Article 24, Arbitration, of this agreement.

(9) If the grievance official fails to comply with the time limits for rendering a decision at the first or second step the grievant may elevate the grievance to the next step.

(10) Should there be a question about the interpretation of a regulation that is submitted to the proponent of the regulation pursuant to Section 3(a)(6) of this article; the grievance decision will be delayed until the proponent of the regulation has interpreted the questioned policy.

d. Representation

(1) If an employee of the bargaining unit desires to use the negotiated grievance procedure, the employee may represent themselves, be represented by the Union, or be

represented by an individual approved by the Union. Where the Union approves such representation, the Union shall provide their approval, in writing, to Management before the individual may commence representational duties.

(2) Failure of an employee to obtain a representative does not extend nor waive the period for filing a grievance.

(3) Where an employee has requested representation by the Union in the grievance process, and the Union has undertaken representation of the employee, Management will coordinate all grievance meetings through the Union representative, who is entitled to accompany the grievant at all grievance meetings. Additionally, all correspondence will be addressed to the Union representative and it will be the Union's responsibility to provide the information to the employee.

SECTION 4. Filing a grievance

a. When filing a grievance or advancing a grievance to the next step, the grievant and/or Union, if appointed as representative, will do so using the form at Appendix A. The grievant and/or Union, if appointed as representative, will provide all of the information requested on the form, including adequate information in a narrative form to advise the grievance official of the action, incident, or event that is the subject of the grievance and of the remedy that the grievant and/or Union is seeking. If the grievant and/or Union needs additional space, the grievant and/or Union may attach a continuation sheet or sheets to the grievance form.

b. The grievant and/or Union, if appointed as representative, will file the grievance at the appropriate step.

(1) Unless otherwise specified in this article, all employee grievances will be filed at Step 1, with the employee's direct supervisor.

(2) A grievance of a performance appraisal, or disciplinary action as defined in Article 18, will be filed at Step 2.

(3) A grievance of an adverse action as defined in Article 18 will be filed at Step 3.

SECTION 5. Grievance Step Procedures

a. Step 1:

(1) Unless otherwise specified in this article, the grievance official will meet with the grievant and/or the grievant's representative within the period specified in Section 3(c)(5) of this article in an attempt to resolve the grievance. At the meeting, the grievant and/or representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and relief sought.

(2) The grievance official will issue a written decision within the period provided for in Section 3(c)(7) of this article. In that decision, the grievance official will provide the grievant the name and title of the designated second step grievance official.

b. Step 2:

(1) Unless otherwise specified in this article, the grievance official will meet with the grievant and/or the grievant's representative within the period specified in Section 3(c)(S) of this article in an attempt to resolve the grievance. At the meeting, the grievant and/or representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and relief sought.

(2) The grievance official will issue a written decision within the period provided for in Section 3(c)(7) of this article. In that decision, the grievance official will provide the grievant the name and title of the designated third step grievance official.

c. Step 3:

(1) Unless otherwise specified in this article, the grievance official will meet with the grievant and the grievant's representative within the period specified in Section 3(c)(5) of this article in an attempt to resolve the grievance. At the meeting, the grievant and/or representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and relief sought.

(2) The grievance official will issue a written decision within the period provided for in Section 3(c)(7) of this article.

(3) If after receipt of the Management decision under this section, the Union may invoke arbitration in accordance with Article 24, Arbitration.

SECTION 6. Union Grievance Procedure

a. Grievances initiated by the Union will be submitted to the designated Management representative following the procedure provided for in Section 3(a) of this article and within the time limits for filing a grievance contained in Section 3(c)(3) of this article. The Union will clearly note on the grievance that it is a Union grievance.

b. The designated Management representative and the Chief Steward, or his/her designee, will meet within the time limits contained in Section 3(c)(6) of this article.

c. The designated Management representative will issue a written decision within the period provided for in Section 3(c)(7) of this article.

d. If after receipt of Management's decision, the Union wishes to seek further review, the Union may invoke arbitration in accordance with Article 24, Arbitration.

SECTION 7. Management Grievance Procedure

a. Grievances initiated by Management will be submitted to the Chief Steward, or his/her designee, following the procedure provided for in Section 3(a) of this article and within the time limits for filing a grievance contained in Section 3(c)(3) of this article. Management will clearly note on the grievance that it is a Management grievance.

b. The Chief Steward, or his/her designee, and the designated Management representative will meet within the time limits contained in Section 3(c)(6) of this article.

c. The Chief Steward, or his/her designee, will issue a written decision within the period provided for in Section 3(c)(7) of this article.

d. If after receipt of the Union's decision, Management wishes to seek further review, Management may invoke arbitration in accordance with Article 24, Arbitration.

ARTICLE 24

ARBITRATION

SECTION 1. If Management and the Union fail to settle, or otherwise resolve, any grievance

processed in accordance with the grievance procedure described in Article 23 of this agreement, then such grievance may, upon written request by either party, be referred to arbitration. Only the Union, in the case of employee or Union grievances, or Management, in the case of Management grievances, may invoke arbitration. Arbitration may be invoked only for a grievance that has been properly processed within the time limits specified, and only on the issues grieved. The written request must be submitted not later than 15 calendar days after the third step decision letter is issued.

SECTION 2. The parties may meet at any time after receiving the step 3 decision and prior to the arbitration hearing in an effort to settle the grievance. Efforts to settle the grievance prior to the filing of the arbitration does not extend or waive the time limits identified in Section I unless the parties agree in writing to an extension.

SECTION 3. Failure of the party requesting arbitration to meet any of the time limits of this Article will result in termination of the arbitration request and the party's right to invoke arbitration is forfeited and may not be pursued. Time limit extensions may be made by written agreement from both parties.

SECTION 4. Within seven (7) calendar days from the date of receipt of the arbitration request, the parties shall meet for the purpose of mutually agreeing on the selection of an arbitrator. If mutual agreement cannot be reached at the meeting, then, within seven (7) calendar days either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. A copy of the party's request to FMCS will be provided to the other party. The party invoking arbitration is responsible for paying the cost for the FMCS-requested list of arbitrators. The parties shall meet within seven (7) calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of seven (7) and then shall repeat this procedure until one name remains.

The parties shall flip a coin to determine who strikes the first name. The last remaining name shall be the duly selected arbitrator.

SECTION 5. The fees and expenses of the arbitration, to include any recorder, shall be borne by the non-prevailing party. If there is a split decision, the fees and expenses will be split equally between in the parties. The arbitration hearing shall be held during the regular day shift work hours (Monday - Friday). Employees and employee representatives who are scheduled to participate in the arbitration hearing and who are scheduled to work during the period of the hearing, will be permitted to participate during duty hours without charge to leave. The parties will provide the names of requested employee witnesses in an effort to preclude last-minute schedule changes, leave cancellations, and overtime costs.

SECTION 6. If jointly agreed upon and appropriate, the arbitrator will be requested by the parties to render the decision as quickly as possible but in any event no later than 30 calendar days after the conclusion of the arbitration, unless the parties jointly agree, in writing, to another timeframe.

SECTION 7. It is agreed that arbitration as provided herein is binding to both parties. Either the Union or Management may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) under the regulations prescribed by the FLRA. When the grievance/complaint is initiated by an employee in the unit, arbitration shall be invoked only with the approval of the Union.

ARTICLE25

DUES WITHHOLDING

SECTION 1. Management shall deduct dues from the pay of all eligible employees who

voluntarily authorize such deductions and who are employed within the appropriate unit for which the Union holds exclusive recognition in accordance with the provisions set forth in this Article.

SECTION 2. Each member, in good standing of the Union, shall have the right to make a voluntary allotment from his/her pay for the payment of regular periodic dues each payroll period, as well as the right to revoke such an allotment should he/she desire to do so.

SECTION 3. The Union is responsible for providing the Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues; distributing it to its members; certifying as to the amount of dues; delivering completed form to the Defense Finance and Accounting Service (DFAS) - Customer Service Representative (CSR); educating its members on voluntary allotments for payment of dues; and the uses and availability of the required form; and the procedure to be followed by the employee if they desire to terminate the allotment.

SECTION 4. Deduction of dues shall begin the next pay period following receipt of the SF 1187 by the DFAS-CSR.

SECTION 5. Dues change. The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized union official, and such certification is transmitted to the DFAS-CSR by the Union. Such changes shall not be made more frequently than once (1) during a twelve (12) month period.

SECTION 6. Dues termination. An employee's voluntary allotment for payment of union dues shall be terminated with the start of the first pay period following the period in which any of the following occur:

- a. Loss of exclusive recognition by the Union;
- b. Employee no longer works in a position in the unit for which the Union holds exclusive recognition; or
- c. Receipt by the DFAS-CSR of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the local union. Such notice shall be promptly forwarded by the Union to the DFAS-CSR and must be received within the time frame established in Section 4 of this Article.

SECTION 7. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the DFAS-CSR on an SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, or other written memorandum properly executed by the individual employee. A termination of allotment under this section shall be effective with the first full pay period following an employee's dues allotment anniversary date provided the revocation is received by the DFAS-CSR prior to that date. The DFAS-CSR will send a copy of the SF 1188 to the Union no later than two (2) pay periods following the effective date of the termination.

ARTICLE 26

DURATION AND CHANGES

SECTION 1. This agreement shall remain in force for three (3) years from the date this document is executed and from year to year up to three (3) years thereafter unless either party is notified by the other party in writing no more than ninety (90) calendar days or less than sixty (60) calendar

days prior to the first or any subsequent anniversary date of either party's desire to terminate or renegotiate this contract. Such notice will be acknowledged by the other party, and a joint committee shall meet within sixty (60) calendar days to consider the proposed renegotiation of the agreement.

SECTION 2. By mutual consent of both parties, this agreement may be opened for amendment or added to by supplemental agreement. Any request for such amendment or supplemental agreement(s) shall be in writing and must be accompanied by a summary of the amendments or supplement of the agreement proposed. If the parties mutually consent to open the agreement, representatives of Management and the union will meet to negotiate the issues as expeditiously as possible but in no case later than sixty (60) calendar days from the date of receipt of the proposal. No changes other than those proposed will be considered. Amendments or supplemental agreement(s) shall be evidenced in writing, duly executed by both parties and submitted for approval by appropriate authority.

SECTION 3. When it becomes necessary for either Management or the Union to reopen or to amend the agreement or to enter into supplements to this agreement, and an impasse has been reached, the item or items shall be set aside. After all negotiable items on which agreement can be reached have been disposed of; the parties shall once more attempt to resolve any existing impasse items.

SECTION 4. If the parties are unable to reach an agreement, the parties shall jointly request the FMCS to provide mediation service. The costs of the services of the mediator, if any, shall be shared equally by the parties.

SECTION 5. All rights, privileges and working conditions enjoyed by Management, the Union, and bargaining unit employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent of the Parties or as required by law, rule and/or regulation.

APPENDIX B

DEFINITIONS

1. **Absence without Leave (AWOL):** Unexcused absence from assigned location of work; i.e., absence without prior approved leave or administrative excusal.

2. **Alternate Work Schedule (AWS):** Means both flexible work schedules and compressed work schedules.

A. **Flexible work schedule:** A work schedule established under 5 USC 6122 that, in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his own schedule within the limits set by the agency. In the case of a part-time employee, the work schedule has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his own schedule within the limits set by the agency.

B. **Compressed work schedule:** In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by an agency for less than 10 workdays. In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an agency for less than 10 workdays and that may require the employee to work more than 8 hours in a day. See 5 USC 6121(5).

3. **Amendment:** A negotiated change to an existing article.

4. **Arbitration:** A formalized process involving an impartial third party to whom the parties to an agreement refer their disputes involving the agreement for resolution.

5. **Authority:** The Federal Labor Relations Authority (FLRA).

6. **Bargaining Unit:** A grouping of employees that a union represents or seeks to represent and that the FLRA finds appropriate for collective bargaining purposes.

7. **Basic Work Requirement:** For purposes of alternative work schedules, the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

8. **Conditions of Employment:** Personnel policies, practices, and matters whether established by rule, regulation, or otherwise, affecting working conditions. This may include but is not limited to relocation, change in main duties, and change of established lunch/break times, change to office/workspace configurations, and change to shift start and end times. This does not include policies, practices, and matters relating to political activities prohibited under Title 5 USC, Chapter 73 subchapter III; relating to the classification of any position; or to the extent such matters are specifically provided for by Federal statute.

9. **Days:** When used in the Agreement means calendar days unless otherwise specified.

10. **Detail:** The temporary assignment of an employee to the duties of a different position for a specified and limited period of time.

11. **Emergency situation:** A sudden, immediate, and unforeseeable work requirement, involving preservation of health, welfare, and safety of personnel or protection of government property resulting from natural phenomena, civil disturbances, or other circumstances beyond the Employer's reasonable control or ability to anticipate. The parties recognize that this definition does not limit the Employer's right under 5 U.S.C. 7106(a)(2)(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

12. **Grievance:**

A. **Employee Grievance:** A complaint by an employee seeking individual relief for any matter relating to the employment of the employee; or the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

B. **Union Grievance:** A complaint by the Union seeking relief for a specific work unit or the bargaining unit as a whole concerning any matter relating to the employment of any employee; or the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

C. **Management Grievance:** A complaint by Management seeking relief for the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

13. **Impasse:** When the parties have reached a deadlock in negotiations they are said to have reached an impasse.

14. **Leave without Pay (LWOP):** Approved absence from duty without pay and at the employee's request.

15. **Medical Certificate:** A written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment. See 5 CFR 630.201

16. **Negotiation:** To conduct communications or conferences between the parties with a view to reaching a settlement or agreement.
17. **Notification:** A formal written announcement (email permitted) that an action will be taken or is being proposed
18. **Official Duties:** Refers to duties or responsibilities derived by an individual's assigned position description or duties officially assigned by a supervisor or management official.
19. **On-going Situation:** A situation that is continuing without termination or interruption.
20. **Overtime:** Hours of work officially ordered or approved in excess of eight hours in a day or 40 hours in an administrative workweek, except times under an alternative workschedule.
21. **The Parties:** Management and the Union
22. **Seniority:** Precedence or preference in position over others similarly situated. For the purposes of this agreement seniority will be established by Service Computation Date (SCD) for leave as shown in the employee's official personnel folder.
23. **Supervisor:** An individual employed by Management having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action.
24. **Union Official and/or Union Representative:** Any national representative of the Union and duty elected or appointed officials of Local 282, including Stewards.
25. **Worksite:** Is the building or area at which the employee performs the majority of their official duties or where the employee is expected to report into work.
26. **Work Unit:** Means an entity with a specific mission and with homogeneous procedures or technology, and headed by a supervisor or manager.
27. **"Written," "writing," or "in writing":** Communications in which words, names, or numbers are typed, printed, or written on paper and manually or electronically signed or initialed; or electronic copies of those documents once executed. In instances where e-mail communications are permitted, it will be so noted in the agreement.