

NEGOTIATED AGREEMENT

BETWEEN

NATIONAL FEDERATION OF
FEDERAL EMPLOYEES

LOCAL 2158

AND

ANTILLES CONSOLIDATED
SCHOOL SYSTEM

1996 - 1999

Puerto Rico

MEMORANDUM OF UNDERSTANDING

SUBJECT: Ground Rules for Negotiation of a Collective Bargaining Agreement between Antilles Consolidated School System, (The Employer) and National Federation of Federal Employees, Local 2158, (The Union).

1. It is agreed that all negotiators designated by the parties will be governed by the following ground rules during the conduct of the negotiation sessions involved in negotiation of the collective bargaining agreement between Antilles Consolidated School System, (ACSS), and the National Federation of Federal Employees, (NFFE Local 2158).
2. Negotiation sessions will be held in Building T-30. Negotiation sessions shall be held on May 11 to May 19, 2000. Each negotiation session shall begin at 9:00 am, each negotiating day, and shall conclude at 4:00 p.m., with one hour for lunch break. Extensions of this time may be upon mutual consent of the parties and chief spokespersons. Either party may temporarily suspend negotiation sessions when other business reasons require by giving advance notice to the other party. Any other changes in schedule for the reconvening continuation or adjournment of negotiating sessions will be by mutual consent. Members of the Union negotiation team shall be granted official time on negotiation preparations.
3. Either party on a unilateral basis not to exceed four hours (4) of either party, per subject can call caucuses.
4. The parties agree that their negotiation teams shall consist of not more than four (4) members and one (1) alternates as may be needed.
5. The parties agree that the parties will exchange initial written proposals on the above dates.
6. Negotiation sessions will be conducted by the designated chief spokespersons for each session. Other members of the negotiating teams of the parties will address the group only when requested to do so by their party's chief spokesperson.
7. The Employer agrees to arrange for adequate facilities in which to conduct negotiations. The Employer also will make available to the Union any laws, rules, or regulations, which become pertinent to discussions that arise during contract negotiations.
8. When agreement has been reached on a proposal, the agreed upon item will be initialed by the spokespersons of both parties. The Employer agrees to type final agreement language on individual articles, and shall provide a copy of the initialed article to the Union.

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ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

Section 1.

Antilles Consolidated School System recognizes the National Federation of Federal Employees as the exclusive representative of employees in the bargaining unit certified in FLRA case number AT-DR-50020. The unit to which this agreement is as follows:

Included: All Wage Grade (WG) employees of the Antilles Consolidated School System at Fort Buchanan, Puerto Rico, Naval Station-Roosevelt Roads, Puerto Rico, and Ramey School, Puerto Rico.

Excluded: All Wage Grade (WG) Intermittent employees, Wage Leaders (WL), professional employees, supervisors, management officials, and employees described in 5 USC section 7112(b) (2), (3), (4), (6), and (7).

Section 2.

This Agreement is entered into between the National Federation of Federal Employees, Local 2158, (hereafter referred to as "the Union" or "NFFE") and the Antilles Consolidated School System (hereafter referred to as "ACSS", "the Employer" or "Management"), together referred to as "the Parties".

Section 3.

The provisions of this Agreement are applicable solely to employees and positions within the unit and to any additional groups of employees incorporated within the unit during the life of this Agreement.

Section 4.

The Parties affirm that the public purposes to which ACSS is dedicated can be advanced through collective bargaining as defined in Public Law 95-454. The provisions of this Agreement shall be administered and interpreted in a manner consistent with the provisions of the Federal Labor Management Statute.

Section 5.

The Parties recognize that our common focus is to provide excellence in services to support a proper educational environment. The mission, service, and productivity are the keys to the maintenance of a good competitive position and stability of the work force. It is agreed that more efficient use of both human and material resources will result in increased productivity. To this end, the Parties agree to strive to reduce

waste, conserve material, prevent accidents, and encourage on-the-job improvement and suggestions for greater efficiency and a better work product.

Section 6.

- A. The *Statute* means title VII of the Civil Service Reform Act of 1978.
- B. *Day* means calendar day unless stated otherwise. If any due date established by the Agreement falls on a Saturday, Sunday or holiday, the next official work day will be considered the due date.
- C. *Duty Location* means the building or building complex in which the employee normally works.
- D. *Emergency* means any situation that poses sudden, immediate or unforeseen work requirements as a result of circumstances beyond management's reasonable control.
- E. *Employee* means an employee of ACSS who is a member of the NFFE bargaining unit.
- F. *Union* means NFFE, Local 2158.
- G. *Management* means all levels of management to which ACSS assigns managerial or supervisory responsibilities. This term is equivalent to "employer".
- H. *Negotiations* means the mutual obligation of Management and the Union to meet at reasonable times and bargain in a good faith effort to reach agreement with respect to the conditions of employment of bargaining unit employees.
- I. *Union Official* and/or *Union Representative* means a representative or designee of any accredited National Representative of the NFFE, or the duly elected or appointed officials of the NFFE Union, including stewards. The numbers and types of representatives that will be granted official time and the conditions under which such time will be granted are specifically addressed in the Official Time article.
- J. *Temporary Employee* means any employee serving under a non-permanent appointment, that is, with an NTE date (e.g., temporary limited term, TAPER).
- K. *Intermittent Employee* are employees without a regularly scheduled tour of duty who work on an "as needed" basis as determined by the Employer.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

- A. In accordance with 5 U.S.C. 7106, the Employer retains the right:
1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
 2. In accordance with applicable laws -
 - A. to hire, assign, direct, layoff and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - B. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - C. with respect to filling positions, to make selections for appointments from -
 1. among properly ranked and certified candidates for promotion; or
 2. any other appropriate source; and
 - D. to take whatever action may be necessary to carry out the agency mission during emergencies.
- B. Nothing shall preclude the Agency and the Union from negotiating -
1. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 2. Procedures which management officials of the Agency will observe in exercising any authority under this section; or
 3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2.

In accordance with Executive Order 12871 (so long as the Order remains in effect) and subject to the provisions of Chapter 71; the Employer shall negotiate over the subjects set forth in 5 U.S.C. 7106(b)(1) reiterated in Section 1 B of this article.

ARTICLE 3

UNION RIGHTS

Section 1.

The Union is the exclusive representative of all employees in the bargaining unit and is entitled to act in their behalf as provided for in the Statute.

Section 2

The Union 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.

C. The Employer will notify the Union of any formal meeting in accordance with Section 2A, above.

Section 3.

The Employer agrees that the Union has a right to designate its officials who are entitled to perform representational duties in accordance with this agreement and the Statute. Unit employees are entitled to file a complaint or act as a witness under this agreement, the Statute, or applicable regulations.

Section 4.

- A In conformance with the Parties' obligation to bargain, the Employer will furnish to the Union, or its authorized representatives, upon request, and to the extent not prohibited by law, data which:
1. is normally maintained by the Employer in the regular course of business,
 2. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and
 3. does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining.
8. Information necessary to the representation of employees pursuing grievances will be provided subject to the conditions in A(1) through A(3), above.
- C. Information furnished under A or B, above, will be provided without charge and within a reasonable time.

Section 5.

Internal Union business, such as attending Union meetings, will be conducted during the non-duty hours of the employees involved.

Section 6.

Upon request to the appropriate labor relations officer and subject to normal security limitations, the Union will be authorized to conduct membership drives at any duty location with bargaining unit employees. Such drives may be held either twice a calendar year for up to 10 working days or once a calendar year for up to 20 working days. They may be conducted before and after duty hours and at break periods and lunch periods. Upon request and if available the Employer will provide the Union with reasonable and visible non-work space, tables, chairs, easels, and audiovisual equipment. Reasonable use of internal mail shall be available in accordance with Article 5.

Section 7.

If the Employer establishes (or has a standing) committee dealing with conditions of employment (e.g., quality circles, safety and health) which includes bargaining unit employees, the Employer will give the Union advance notice and allow the Union the opportunity to designate its representative.

ARTICLE 4

EMPLOYEE RIGHTS

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.

Section 2

- A Employees will have the right to direct and to pursue their private lives without interference by the Employer or Union. Employees will be treated fairly and equitably in all aspects of personnel management. Employees will not be subject to discrimination because of their political affiliation, race; color; religion, national origin, sex, marital status, age or handicapping condition. Employees may exercise their rights under law, rule, regulation, and this Agreement without fear of penalty or reprisal.
- B. The **ACSS** Standards of Conduct prescribe the fundamental rules of ethics in the conduct of Government business that are mandatory for all employees. The employee rights discussed above do not extend to conduct that interferes with the performance of duties, or violates the **ACSS** Standards of Conduct.
- C. All new employees will receive a copy of and an initiation briefing on the Standards of Conduct preceding employment or promptly following assumption of duties. The employer will inform of Conduct preceding employment or promptly following assumption of duties. The Employer will inform all employees annually on the Standards of Conduct. Such notification may be conducted orally or in writing, and will include current information on additions, deletions, or changes to relevant regulations. Employees will be notified of the name and work-telephone number of the official who can be contacted for additional or more detailed information.
- D. Proposed changes to the Standards-of-Conduct developed by ACSS-will be submitted to the Union prior to implementation. The Union may request negotiations as appropriate in accordance with Article 9.

Section 3.

- A. The Employer recognizes that employees have the right to the representation and assistance of the Union. Employees may contact or meet with their Union representatives during duty hours for representational matters privately in accordance with Article 6 of this Agreement. The Union shall be given the opportunity to be represented at:
 - 1. 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

2. Any examination of any employee in the unit by a representative of the Agency in connection with an investigation if:
 - A. The employee reasonably believes that the examination may result in disciplinary action against the employee. and
 - B. The employee requests representation.
- B. Supervisors should advise employees prior to the opening of a meeting if discipline or potential discipline will be the principle topic of discussion.
- C. If the employee requests Union representation and a representative is not immediately available, the Employer will: 1) cancel the meeting, 2) delay the meeting for a reasonable period of time until representation can be secured, or 3) continue the meeting but assure the employee that discipline will not be taken based upon what is said at the meeting.
- D. The Employer will issue a Notice once a year to all bargaining unit employees which informs employees of their rights under A2., above.
- E. The rights of the Union do not preclude an employee from -
 1. being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or
 2. exercising grievance or appellate right established by law, rule or regulation; except as stated in Article 7 of this Agreement.

Section 4.

- A. Employees have the right to review ACSS regulations and directives concerning personnel policies, practices; and matters affecting working conditions. Such regulations may normally be reviewed in the personnel office during regular working hours provided an appointment has been made with the appropriate official. Reasonable requests for a copy of documents which are immediately available will normally be granted:
- B. Permission must be obtained from the immediate supervisor and arrangements made with the personnel office before the employee leaves the work site. Normally, an employee will be released as soon as possible when requested unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the employee will be released as soon as possible. An employee not on duty need only make arrangements with the personnel office.
- C. Employees who do not have access to the personnel office may make arrangements with their supervisors to review regulations at their facility. Copies of personnel regulations not locally available will generally be provided by the personnel office.
- D. Upon request, the personnel office will help an employee to identify and find a specific law, rule, regulation, or personnel policy. In order to be acted upon, each request must provide specific data as to what is being requested and why, and an explanation on how the data is necessary and relevant within the scope of this agreement, law, and regulation.

Section 5.

- A. Employees shall be advised of the nature, purpose, and location of their Official Personnel Folder (OPF) and of their right of access information in their OPF.
- B. Employees and their representatives, authorized in writing, will have the right to copy or to review the information in their personnel records without cost, charge to leave or loss of pay. Employees have the right to prepare and submit for the record any statements they wish to make about information contained in their personnel files. If the employee alleges incorrect or an omission of information, the Employer will, upon verification, correct the record.
- C. Employees may prepare and submit an SF 171-A Continuation Sheet for any change in duties or responsibilities, including those in their current positions.

Section 6.

A. Official Records:

Supervisors may keep records of employee performance and conduct for official use. Such records will be available for the employee's review upon request.

B. Supervisory Notes:

Supervisors may also keep non-circulated notes solely for their own use as memory aids. Such notes are not under the control of ACSS and are not subject to the provisions of the Privacy Act. Such notes may not be passed from one supervisor to another nor may they be used wholly or in part to support a performance rating or any personnel action.

C. Supervisory records and notes are to be destroyed in accordance with the Employer's retention schedule for documents.

D. Records shall be kept private in accordance with the Privacy Act, Public Law 5 U.S.C. 552A, and other applicable laws, rules and regulations.

Section 7.

- A. When an employee reasonably believes that an order or instruction violates any law, rule or regulation, the employee has the right to express those beliefs to the immediate supervisor. If the employee's supervisor determines that immediate compliance is not critical, the employee will be given the opportunity to confirm the order with the next level supervisor, provided that supervisor is immediately available. If the instruction is confirmed, the employee will immediately comply. If the supervisor determines that compliance can not be delayed, or the next level supervisor is not available, the employee will immediately comply. This would not preclude the employee from subsequently raising the issue in accordance with the grievance procedure. After compliance, the employee shall have the right to document his/her belief in writing and the supervisor shall initial the paper to acknowledge receipt. Both the employee and the supervisor will be given a copy.
- B. Orders involving health and safety hazards will be addressed in accordance with Article 13, Occupational Safety and Health.

Section 8.

A Union badge, button, lapel pin, or cap, may be worn by employees when not in personal contact with the public or agency customers.

Section 9.

- A. It is a prohibited personnel practice to take or fail to take a personnel action with respect to an employee as reprisal for disclosing information which the employee reasonably believes evidences:
 - 1. a violation of any law, rule, or regulation, or
 - 2. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.
- B. This is based on the provision that such disclosures are not specifically prohibited by law, regulations or executive order and that such information. is not specifically required to be kept secret in the interest of national defense or the conduct of foreign affairs.

Section 10.

- A. Investigative files will be maintained in accordance with applicable laws and regulations.
- B. When a record is amended or destroyed in one record system, it shall be amended or destroyed in all systems subject to requirements of law and regulations.
- C. Only official records shall be used in personnel actions affecting employees.

Section 11.

Employer will provide, where profitable .to vendors, food vending machines or access to food or beverage services for the convenience of employees. Employees will be provided access to a suitable lunch/break room area, where feasible. The Employer will attempt to locate these rooms convenient to clean-up areas, time clocks, and locker rooms.

Section 12.

- A. The Employer will not conduct a search of an employee's personal effects without permission except in conjunction with a formal investigation. However, employees should recognize that facilities provided at the work site (e.g., desks, file cabinets, computer files) are Government property, not personal effects.
- B. Employees have a reasonable expectation of privacy in lockers furnished to them by the Government. Searches of employee lockers by management officials may be permitted only on the basis of reasonable suspicion, based on specific objective facts and reasonable inferences drawn from those facts.
- C. Except in compelling circumstances, the Employer will make a reasonable effort to notify a bargaining unit employee in advance of searches by management officials conducted pursuant to an investigation of suspected misconduct. When it will not

cause undue delay, the employee and a Union representative, when requested, may be present during the search.

Section 13.

- A. Employees have the right, either individually or collectively, to petition Congress or any member thereof, or to furnish representational information to either House of Congress, or any committee or member thereof.
- B. Employees may contact the Union's legislative office in order to ascertain the status of civil service matters pending before Congress.

Section 14.

- A. The use of ACSS telephone services is limited to official business. Official business calls include emergency calls and calls that are in the best interest of the Government. A call may be considered as authorized in the best interest of the Government if it meets the following criteria:
 - 1. It does not adversely affect the performance of official duties by the employee or the employee's organization, and
 - 2. It is of reasonable duration and frequency, and
 - 3. It reasonably could not have been made at another time.
- B. Examples of circumstances that fall under the above guidelines are as follows:
 - 1. Calls to notify family, doctor, etc., when an employee is injured on the job.
 - 2. An employee traveling on Government business is delayed due to official business or transportation delay and calls to notify family of a schedule change.
 - 3. An employee traveling for more than one night on Government business in the U.S. makes a brief call to his or her residence (but not more than an average of one call per day).
 - 4. An employee is required to work overtime without advance notice and calls within the local commuting area (the area from which the employee regularly commutes) to advise his or her family of the change in schedule or to make alternate transportation or child care arrangements.
 - 5. An employee makes a brief daily call to locations within the local commuting area to speak to spouse or minor children (or those responsible for them, e.g., school or day care center) to see how they are.
 - 6. An employee makes brief calls within the local commuting area that can be reached only during working hours, such as a local government agency or a physician.
 - 7. An employee makes brief calls to locations within the local commuting area to arrange for emergency repairs to his or her residence or automobile.
 - 8. An employee makes brief phone calls to a designated NFFE representative or Union established hotline.
- C. If it is determined that an employee has made telephone calls not authorized as above, reimbursement will be made only on the actual cost of the call without an additional administrative charge. Reimbursement does not preclude disciplinary action being taken.

ARTICLE 5

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1.

- A. The Employer will provide the Union with office space in Building T-30 (according to the approximate dimensions as agreed), utilities, furniture and equipment free of charge. Furniture and equipment will be hand-receipted by the Union president. Normal office furniture will include two desks, a file cabinet, four chairs and a personal computer with 386 hardware.
- B. The Union office will normally be in a location convenient to members of the bargaining unit. The Union may negotiate for one additional office space in any duty location where there are at least 35 bargaining unit employees assigned to that duty location.
- C. Union representatives may utilize conference rooms for discussions with employees on an ad hoc basis. Union representatives will follow established procedures in order to schedule use of such facilities.
- D. The Union may use conference rooms for meetings during non-duty hours, following established scheduling procedures, and provided this use does not cause an additional expense to Management.

Section 2

- A. The Union office to be occupied will be provided with a telephone. Union officials may use available Agency telephone services for necessary communication in handling issues that arise between the Union and management. Agency telephone services will not be used for internal union business.
- B. Union representatives will not be required to keep records of incoming or outgoing calls.
- C. The Employer, upon request, will make suitable privacy arrangements for designated representatives to use a telephone for representation functions.

Section 3.

The internal mail distribution service of the Employer shall be available for reasonable use by the Union in connection with its representational duties and for recruitment. The availability of mail service does not include the United States mail and messenger service operated by the U.S. Postal Service, or the use of United States mail under the indicia.

Section 4.

A bulletin board, limited to NFFE's use, will be provided in the driver's lounge adjacent to Bldg. 566. The Employer will allow one-fourth of the space on official bulletin boards at each duty location where bargaining unit employees are located.

Section 5.

Upon request, but not more than quarterly, ACSS will provide the Union with an up-to-date list of bargaining unit employees. The list will show full name, position title, grade, organizational assignment, and date of entry on duty. To the extent possible, and subject to the availability of data in the Employer's data base, the list may be formatted in accordance with the Union's request and may be furnished on a floppy disk.

Section 6.

Subject to accessibility and applicable laws, rules and regulations, the Employer agrees to provide access to Union representatives and employees to public information reference materials; and other publications available in **ACSS** offices. Upon request, one (1) copy of ACSS regulations dealing with personnel policies, practices and working conditions **will** be provided) to the union.

Section 7.

Parking is assigned in accordance with ACSS and Military Installation regulations and as mutually agreed upon. Subject to security and accessibility, parking by employees will be permitted during periods when official parking assignments are not in effect. Union officials visiting a facility may use visitor parking on an as available basis.

Section 8.

The Union may use copying machines and audio-visual equipment for representational purposes, subject to availability.

Section 9.

Subject to security and safety requirements; the Union may distribute informational literature on ACSS premises in non-working -areas before and after work, during breaks and lunch periods.

Section 10.

If not being otherwise used for the Employer's business, Union representatives may use computer equipment situated in their duty station or work site for representational matters. Such use is subject to security requirements and accessibility by the Employer.

ARTICLE 6

OFFICIAL TIME

Section 1

Management agrees to recognize NFFE National Headquarters Representatives, and designated NFFE Union Representatives.

Section 2

- A. The Union may appoint stewards at duty locations employing unit employees as follows:
1. No more than one "representative will be appointed per second level supervisor.
 2. Generally, representatives will not be assigned representational duties outside of the duty location or organization in which they perform their official duties.
 3. As a general rule, each representative will represent 35 employees except at duty locations with small complements of employees, where there are groups of employees with widely divergent occupations and working conditions, or where more than one shift is in effect.
 4. A reasonable amount of official time shall be granted, subject to the provisions of this Article.
 5. Recognizing the responsibility of the Union to appoint stewards at locations specified above, reasonable use of another union official/steward will be allowed in the absence, in the absence, unavailability, or conflict of interest of the appropriate designated representative.
- B. National Headquarters Representatives:

The Employer shall allow representatives of NFFE headquarters reasonable access to its facilities for the purpose of carrying out the functions prescribed by this Agreement and the intent of the Statute. National representatives must obtain prior approval from the Employer before entering its work areas and will abide by applicable rules and regulations.

Section 3.

- A. Official time will only be granted for periods during which the representative would otherwise be in a duty status.
- B. Subject to the provisions of this Article, official time may be granted for performance of the following representational activities.
1. Representing employees and/or the Union in a grievance or arbitration filed under Article 7 of this Agreement. This includes attendance at grievance meetings.
 2. Representing employees in meetings with the appropriate management officials concerning statutory appeals those employees have filed, when requested by the employee.

3. Representing the Union at Union initiated meetings with management.
 4. Receiving employee complaints and grievances relating to working conditions.
 5. Receiving and reviewing management proposals for changes in conditions of employment of bargaining unit employees.
 6. Preparation of proposals for negotiations.
 7. Contacting members of Congress, their staff, or committees on representational matters.
- C. Union representatives who represent bargaining unit employees before the FLRA, MSPB, or EEOC shall be authorized official time for such purposes, as determined by these authorities.
- D. Union representatives shall be granted official time not subject to the limitations in Section 2 of this Article to represent the Union at formal discussions per 5 U.S.C. 7114(a)(2)(A), to accompany inspectors on safety and health inspections conducted in accordance with Article 13, to testify at local wage survey committee hearings for the purpose of presenting facts or views on a wage survey affecting unit employees and/or to participate in surveys as data collectors when officially requested to do so; and to represent the exclusive representative during any examination of an employee per 5 U.S.C. 7114(a)(2)(B).
- E. Union representatives, in equal numbers to management representatives involved in negotiations shall receive official time for time spent in negotiations, including attendance at impasse proceedings. This provision does not apply to time spent in preparation for negotiations.
- F. Official time may be used for Union sponsored labor relations training which is of mutual benefit to the Parties and approved in advance by the Employer. Recognized representatives of the Union may use up to 32 hours in the first calendar year under this contract and 24 hours in any calendar year thereafter for such training. Requests for such time must be submitted two weeks in advance and include a copy of the agenda, if available, or a written description which gives the subject matter, the duration, purpose and nature of the training.
- G. Union representatives requested to attend management initiated meetings will be authorized official time to attend.
- H. If a Union representative demonstrates a legitimate need for additional time during the duty day, management will grant such additional time that is reasonable, necessary, and in the public interest. The representative will submit the request to the supervisor in writing prior to using additional official time.
- I. Time shall not accumulate from one representative to another nor from month to month. If a representative acts for another representative receiving official time, the acting representative will be using the time allotted for the position of the absent representative.
- J. All Union-representatives shall document their use of official time on the negotiated form contained in Appendix A of this Agreement. The form will be initialed by both the representative and the supervisor each time official time is used. The official copy of the form will be maintained by the supervisor and a copy by the representative. No later than the fifth (5th) work day following the accounted for month the representative and the supervisor shall review the forms for accuracy.

Section 4.

- A. When a representative needs official time to perform his/her duties, it will be requested on an individual case by case basis. All requests for the use of official time must be approved by the representative's supervisor prior to the representative leaving his/her work location.
- B. The representative will inform his/her supervisor of the approximate amount of official time that will be needed, the location where the representative will be performing the representational duties, and a general description of the duties (e.g. employee complaints, ULP, investigations). If the representative requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain approval for additional time.
- C. Normally a representative will be released when requested unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the representative will be released as soon as possible.
- D. If a visit to a bargaining unit employee at another location is required, the representative must obtain prior permission from the supervisor of the employee before entering.
- E. The representative will inform his/her supervisor upon return to his/her official duties. If the supervisor is absent, the representative will leave a note documenting the time of return.
- F. Supervisors and union officials will continue to cooperate in scheduling the use of official time so as to best meet the needs of the agency for customer service and the needs of the Union to provide representation to the bargaining unit.

Section 5.

- A. Employees who are members of the bargaining unit, but who are not designated Union representatives may be authorized a reasonable amount of time to meet with their Union representative to discuss a pending or potential-grievance.
- B. Employees who are members of the bargaining unit but who are not designated union representatives, and designated "union representatives acting in a personal capacity, may be authorized a reasonable amount of time to prepare and present personal grievances filed under the provisions of Article 7 of this Agreement
- C. Time granted under this Section will be authorized only for periods during which the employee is otherwise in a duty status.
- D. Employees must obtain prior approval from their supervisor before using such time. The employee must inform his/her supervisor where he/she will be and the approximate amount of time required.
- E. Requests for use of time to contact a Union representative will normally be granted provided that no urgent workload or emergencies exist. In the event that urgent workload or emergencies preclude release at the time requested, the supervisor will release the employee as soon as feasible.
- F. Employees will inform their supervisors upon return to official duties.
 - 1. If the supervisor is absent, the employee will leave a note documenting the time of return.

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2. If the employee requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain approval for additional time.

ARTICLE 7

GRIEVANCE PROCEDURES

Section 1.

The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This grievance procedure shall be the exclusive procedure available to the Parties and employees in the bargaining unit for resolving grievances, which fall within its coverage, including questions of grievability and arbitrability. For the purpose of this agreement a "grievance" means any complaint by:

- A. any unit employee concerning any matter relating to the employment of the employee:
- B. by the Union concerning any matter relating to the employment of any unit employee; or
- C. by a unit employee, the Union, or the employer concerning -
 - 1. the effect or interpretation, or a claim of breach of this agreement; or
 - 2. any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting condition of employment unless otherwise provided for elsewhere in this agreement, other applicable provisions of law.

Section 2.

Most grievances can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made by the Parties to settle grievances at the lowest possible level. The filing of a grievance shall not reflect unfavorably on an Employee's good standing; performance, loyalty or desirability to the organization. Reasonable time during working hours will be allowed for Employees and Union representatives to process and present grievances.

Section 3.

The grievance procedure shall not apply to any grievance concerning:

- A. Any claimed violation of Subchapter III of Chapter 73 of the Civil Service Reform Act of 1978 (relating to prohibited political activities).
- B. Retirement, life insurance, or health insurance.
- C. Any examination, certification, or appointment.
- D. The classification of any position which does not result in the reduction in grade or pay of an employee.
- E. The separation of a unit employee during the employee's probationary period.
- F. Non-selection from a group of properly rated and certified candidates.
- G. Disciplinary action or separation of temporary employees.

- H. Letter of caution.
- I. Non-adoption of a beneficial suggestion or decision to grant or deny a performance award.
- J. Termination of temporary promotion.

Section 4.

Employees of the unit may present a grievance on their own behalf without the intervention of the Union, however, the union has the right to be present during the grievance proceeding in its role as the exclusive representative of the unit.

Section 5.

In order that a grievance may be processed under this procedure, it must be presented within fifteen (15) calendar days after the alleged violation occurred or the employee could reasonably be expected to know that the alleged violation occurred. The following procedure shall apply in processing grievances covered by this agreement.

- A. Step 1:
The employee, accompanied by his/her designated Union representative, shall first discuss the grievance with his/her immediate supervisor. He/she will specifically state the nature of the grievance and what provision in this agreement (if applicable) has allegedly been violated and the corrective action desired. The supervisor will render an oral decision to the employee within ten (10) calendar days of the discussion. It is expected that most grievances will be settled at this step. In the event the grievance is not satisfactorily settled, the grievance may be submitted to Step 2 by the employee or designated Union representative within ten (10) calendar days following receipt of the decision.
- B. Step 2:
The grievance will be reduced to writing at this Step and submitted to the department head or designee. The grievance must specifically state the action being grieved, the nature of the grievance, a summary of the action taken at Step 1, and the corrective action being sought. The department head or designee shall render his/her decision, in writing, no later than ten (10) calendar days after receipt of the grievance or, if a meeting is held, ten (10) calendar days after the meeting. If a meeting is held, the grievant may be accompanied by the designated Union representative. In the event the grievance is not satisfactorily settled, the grievance may be submitted to Step 3 by the employee or the designated Union representative within fifteen (15) calendar days following receipt of the written decision.
- C. Step 3:
The appeal of the Step 2 decision shall be submitted to the Superintendent or designee. The grievance will be in writing, stating the specific action being grieved, the nature the grievance, a summary of the action taken at Step 2, and the corrective action desired. The Superintendent or designee shall render his/her decision, in writing, no later than ten (10) calendar days after receipt of

the grievance or, if a meeting is held, ten (10) calendar days after the meeting. If a meeting is held, the grievant may be accompanied by the designated Union representative and the Union president. In the event the grievance is not satisfactorily settled, the Union may refer the matter to arbitration in accordance with the provisions of this agreement.

Section 4.

In order for the grievance to be considered timely and processed under the procedure above, it must be filed at each Step within the stated time limits. Failure of the employee or the Union to observe time limits shall constitute withdrawal of the grievance. Failure of the Employer to observe the time limits for rendering a decision shall allow the Union to move the grievance to the next Step. The Employer will inform the Union, in writing, of the reasons why a decision was not issued in a timely manner.

Section 5.

Should two or more employees have identical grievances (the dissatisfaction expressed and the relief requested are the same), the grievances will be joined and processed as one grievance with the decision applicable to all.

Section 6.

The time limits described may be extended by written mutual agreement.

Section 7.

In the event either Party should declare a grievance to be non-grievable or non-arbitrable, the original grievance shall be considered to be amended to include the issue. Any allegation of non-grievability or non-arbitrability shall be raised by the Party making the allegation prior to that Party issuing its final written decision under any of the procedures contained in this Article. All such disputes shall be submitted in writing to the arbitrator prior to the presentation of the underlying grievance and the arbitrator shall render a decision on that issue based on the written briefs prior to hearing the underlying grievance.

Section 8.

This article is not meant to confer rights of appeal not otherwise granted by statute or regulation.

ARTICLE 8

ARBITRATION

Section 1.

If the Employer and the Union fail to settle any grievance arising under this agreement, such grievance may be referred to arbitration upon written notice by the grieving Party to the other Party within fifteen (15) calendar days following the conclusion of the last step of the grievance procedure.

Section 2.

The process for selecting an arbitrator and proceeding to hearing shall be as follows:

- A. Within fifteen (15) calendar days from the date of the notice that a Party has invoked arbitration, the grieving Party will write to the Federal Mediation and Conciliation Service (FMCS) and request a list of five (5) arbitrators. A copy will be served on the other Party.
- B. Within fifteen (15) calendar days from the date of the letter to FMCS, the Parties will meet to attempt to define the issue to be arbitrated and to explore all possible avenues for a compromise resolution.
- C. Within fifteen (15) calendar days following receipt of the FMCS list, the Parties will meet to select an arbitrator from the list. If one cannot be mutually agreed upon, then the Employer and the Union shall alternately strike names from the list until one name remains and that will be the selected arbitrator. The Party to strike the first name shall be determined by a flip of a coin.
- D. Within five (5) calendar days of selection of the arbitrator, the grieving Party will notify the arbitrator in writing of his/her selection and request a list of available dates as to when a hearing may be held. A copy will be served on the other Party.
- E. Within five (5) calendar days of receipt of the response from the arbitrator, the Parties will meet to select a hearing date.
- F. Within five (5) calendar days of selection of the hearing date, the grieving party will notify the arbitrator in writing of the date selected. A copy will be served on the other Party.
- G. For whatever reason, should it become necessary to select a different arbitrator and/or different hearing date, the process outlined above will be repeated as necessary.
- H. Failure of the grieving Party to comply with the time limits set forth above, shall constitute withdrawal of the grievance and cancellation of invocation of the arbitration process. In the event that the other Party fails to comply with the time limits at any particular step in the above process, moving Party may take unilateral action at that step. The Parties may mutually agree to extend the time limits set forth in this process.

Section 3.

The arbitration hearing shall be held during the regular day shift working hours, excluding weekends. The aggrieved employee, the Union representative, and necessary witnesses, as determined by the arbitrator, who are employees of the Employer shall be in a pay status during duty hours without charge to annual leave while participating in the arbitration proceedings.

Section 4.

The Parties will request the arbitrator to render his/her decision as quickly as possible but no later than sixty (60) calendars days from the date the record closes. The arbitrator may be requested to render a bench decision, if the Parties so agree.

Section 5.

Subject to 5 U.S.C. 7112; the arbitrator's award shall be binding on the Parties unless it is challenged within the prescribed time limits.

Section 6.

The arbitrator's fee and expenses shall be borne equally by the Parties. The fee, per diem, and travel allowances shall not exceed that provided by applicable regulations. If a verbatim transcript of the arbitration hearing is made at the request of one Party, and the other Party requests a copy, the reporter's fees, expenses, and cost of a copy of the verbatim transcript will be borne equally by the Parties.

Section 7.

The arbitrator's authority extends only to dispute over the interpretation and application of this agreement. The arbitrator shall not have the authority to change, add to, delete, or alter this agreement, as such authority belongs only to the Parties to this agreement.

ARTICLE 9

NEGOTIATIONS

Section 1.

- A In the administration of all matters covered by this Agreement, officials and employees shall be governed by existing or future laws, existing government-wide regulations, and future government-wide regulations that do not conflict with the terms of this Agreement.
- B If a future law requires a change in this Agreement or other agreements between the between the Parties, the change will not be implemented until Management fulfills its obligation to inform the Union and offers the Union the opportunity to bargain in accordance with this article.
- C Regulations issued by ACSS governing negotiable conditions of employment in effect on the date this Agreement becomes effective, remain in effect unless modified by the terms and conditions of this Agreement or future negotiations.
- D Past Agreements and Practices:
 - 1. Past Written Agreements
 - a. This Agreement shall supersede all provisions in the terms and conditions of previously negotiated agreements and memorandums of understanding between NFFE and ACSS.
 - 2. Past Practices:
 - a. As of the effective date of this Agreement, all past practices that conflict with law, rule or Government-wide regulation are null and void.
 - b. All past practices that conflict with, the terms and conditions of this Agreement are null and void.
 - 3. Other past practices shall not be abridged as a result of not being enumerated in in this Agreement.
- E The Parties are obligated to provide representatives at the level of bargaining who are authorized to negotiate and enter into agreements on all matters within the scope of bargaining.

Section 2.

- A This Agreement shall constitute the sole term agreement between the Parties, subject to:
 - 1. Reopening by mutual agreement;
 - 2. Any amendments required mid-term as a result of changes in law.
- B Upon receipt of the final version of ACSS proposed changes, the Union may within 10 days request negotiations concerning the proposed change. The Union will submit proposals on the proposed change in writing within fifteen (15) days of receipt of the notice. Failure to make a timely request to negotiate or timely provide proposals in writing shall be deemed to constitute acceptance of the changes by the Union. The date for submission of written proposals may be extended by mutual agreement.

- C. Upon receipt of the Union's request to negotiate and, when applicable through written proposals, the Parties shall communicate with each other to establish a mutually agreeable date to commence negotiations. The parties will endeavor to commence negotiations within fifteen (15) days of receipt of the Union proposals. Negotiations may take place through written exchange of proposals or via telephone by mutual agreement.
- D. Changes that are negotiated or agreed to pursuant to this section shall be duly executed by the Parties and shall become an integral part of this Agreement and subject to all of its terms and conditions.
- E. The Union will be advised at the local level of proposed changes in personnel policies, practices, and working conditions initiated by local managers or initiated at a higher level but only affecting the local level (i.e. a reduction-in-force). Negotiations resulting from such changes will be conducted by the Local Parties.
- F. Upon receipt of notice of a regional or local change; the union may within fifteen (15) days request negotiations concerning the proposed change. The Union must submit written proposals on the topic to be negotiated within fifteen (15) working days of receipt of the notice. Failure to make a timely request to negotiate or to timely provide proposals in writing shall be deemed to constitute acceptance of the changes by the Union. The Parties may mutually agree to extend the time limit for submission of proposals. The Parties will endeavor to commence negotiations within fifteen (15) days of receipt of the Union's proposals.

Section 3.

The Parties will cooperate fully in ensuring that any bargaining obligations are completed in an expeditious manner.

Section 4.

Unless specifically modified by- this Agreement, or clearly and unmistakably waive during negotiations, each Party retains all other rights in accordance with applicable laws and regulations.

ARTICLE 10

INCENTIVE AWARDS

Section 1.

The parties agree that an effective incentive awards program should foster a more effective work force, higher productivity, and an improved working environment. Therefore, within the context of DoD and DDESS policy and instructions, the Employer may provide incentive awards to employees whose performance is substantially in excess of normal expectation, and to employees who submit suggestions which result in measurable improvements in efficiency.

Section 2.

The Employer will administer the Incentive Awards Program consistent with DoD and DDESS instructions.

Section 3.

All awards shall be administered on a fair and equitable basis.

ARTICLE 11

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1.

The Civilian Employee Assistance Program is established to help employees with health problems such as alcoholism or drug abuse or with other personal problems that may also result in impaired job performance. This program is available to all employees and is conducted in a confidential manner consistent with applicable laws, rules, and regulations.

Section 2.

Employees are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the Civilian Employee Assistance Program's counseling or referral services either voluntarily or through referral.

Section 3.

A key element in assisting an employee in need of rehabilitation treatment is for that person to recognize the problem and be willing to accept treatment. Employee participation in the program is voluntary. When an employee refuses an offer of help or fails to respond to treatment and job performance or conduct is adversely affected, the Employer may take other action.

Section 4.

The Union encourages employee support of the Civilian Employee Assistance Program.

ARTICLE 12

MEDICAL DETERMINATIONS AND DISABILITY RETIREMENT

Section 1.

The Employer will not initiate a retirement for medical reasons unless the conditions set forth in the appropriate OPM regulations are met.

Section 2.

The Employer will adhere to OPM regulations in processing Agency initiate retirement applications.

Section 3.

If the employee accepts an offer of a reduction-in-grade based on the employee's inability to meet job requirements due to medical reasons, the employee will be protected by saved pay consistent with OPM, DoD, and DDESS regulations.

Section 4.

If the Employer initiates a reduction-in-grade or a removal for a job related problem resulting from a medical disability and the employee files an application for disability retirement, then the Employer will certify to OPM that it cannot reasonably make accommodations for the employee's medical condition and that the Employer does not have another available position within the agency and commuting area, at the same grade or pay level and tenure, for which the employee is qualified. A copy of the certification will be to the employee.

Section 5.

If the employee initiates a medical retirement application, and if the Employer agrees with the action, the Employer will provide the certification of information listed in Section 4 above to be submitted with the application.

Section 6.

The Employer will thoroughly explain the medical determination regulations to any affected employee.

ARTICLE 13

OCCUPATIONAL SAFETY AND HEALTH

Section 1.

The Employer will make reasonable efforts to provide a safe and healthful work place for all employees. The Employer will comply with appropriate base/installation regulations relating to safety and health.

Section 2

Employees will make reasonable efforts to report to the Employer unsafe conditions, equipment, or practices. The Employer welcomes suggestions from unit employees and the Union for improving safety and health.

Section 3.

The Employer and the Union are committed to ensuring a smoke-free environment within all ACSS school buildings in accordance with applicable law and regulation. Smoking on school property will only be permitted in a designated outside area.

Section 4.

The Employer and the Union will work to establish and maintain an environment free of illegal drugs at all school facilities and activities in accordance with applicable law and regulation.

Section 5.

The Employer recognizes the long term nature of its commitment to employees who have suffered job-related injuries or illnesses, and will provide to employees not only the appropriate physical care and other benefits to which they are entitled but also other appropriate support necessary for rehabilitation and return to duty. The Employer will implement an employee compensation program consistent with the Federal Employees Compensation Act (FECA) (5 U.S.C. 8101 *et seq.*). The Parties will cooperate fully in the program to reduce the costs through safety programs and safe employee performance, and will report valid claims for in the job injuries or illnesses.

Section 6.

The Employer may establish a light duty program for injured Employees to permit them, medical restrictions permitting, to remain on the job during medical treatment and rehabilitation; and a return-to-work program geared to rehiring eligible rehabilitated injured workers into necessary and meaningful jobs and removing them from the OWCP compensation rolls.

Section 7.

The Employer is responsible for maintaining safe and healthful working conditions and practices and assisting employees who are injured in obtaining medical care and lost wage benefits to which they are entitled. The Employer is also responsible for making every effort to keep the employee on the job following the injury, or, if this is not feasible, to return the employee to work as soon as possible. These responsibilities include:

- A. Ensuring that appropriate claim forms are properly completed and submitted to the Injury Compensation Program Administrator (ICPA) for forwarding to the OWCP district office in accordance with regulatory time frames;
- B. Maintaining contact with the injured employee to offer help when needed and to follow progress of recovery;
- C. Modifying the duties of a position to facilitate retaining the injured worker at the job site or working with the ICPA to identify another position more suitable for temporary limited/light duty assignment;
- D. Considering eligible rehabilitated injured workers for reemployment programs and providing such candidates with the opportunity to perform meaningful work;
- E. Determining efforts to reduce injury compensation costs; and
- F. Controverting claims which appear to be unjustified;
- G. Complying with FECA procedures and other provisions of the law and regulation in processing claims and providing benefits.

Section 8.

Employees are responsible for:

- A. Using safe work practices and proper safety equipment;
- B. Completing all required forms accurately and on time, and providing required information promptly in support of compensation claims;
- C. Obtaining necessary medical treatment;
- D. Participating in required rehabilitation programs;
- E. Cooperating in placement actions to return to duty; and
- F. Returning to work when rehabilitated.

Section 9.

Subject to the Employer's discretion, but not less than once every two (2) years, employees shall be required to have a physical examination appropriate to the performance of the assigned duties.

ARTICLE 14

MERIT STAFFING

Section 1.

Positions shall be filled in accordance with applicable DoD and ODESS policy and instructions.

Section 2.

.When the Employer decides to fill a vacancy competi,tively, the area of consideration and length of time the vacancy is advertised shall be sufficiently. broad to insure the availability of qualified candidates.

Section 3.

The Employer shall be responsible for the determination of the eligibility of each applicant in accordance with published rating and ranking criteria.

Section 4.

Grievances concerning basic eligibility and/or rating/ranking shall be processed in accordance with the procedures of Article 7 of this Agreement.

Section 5.

In the event the Employer establishes an upward mobility program, unit employees shall be furnished information about such opportunities as the program would provide.

Section 6.

The parties agree and it is recognized that downsizing is taking place throughout the Federal service and as present full-time employees attrite, hiring may be limited to seasonal, temporary, and / or part-time employees.

ARTICLE 15

PERFORMANCE APPRAISAL SYSTEMS

Section 1.

- A. Performance appraisal systems applicable to bargaining unit employees will be fair, equitable and in accordance with Office of Personnel Management regulations.
- B. The Employer agrees that the Union has an interest in the performance standards established for the various occupations of unit employees: The Employer further agrees to notify the Union during the development and revision of model performance standards and to give consideration to Union's ideas and suggestions.
- C. Upon request, the Employer will make performance standards available for the Union's review.

Section 2.

- A. This Article is not applicable to employees in positions for which employment is not reasonably expected to exceed 120 days in a consecutive 12-month period.
- B. The Parties agree that the terms and conditions of this Article may be modified by mutual agreement, or change of law, rule, or regulation.

Section 3.

- A. The Employer has the right to make the final determinations in establishing critical elements and performance standards.
- B. A performance plan identifying the critical elements and performance standards of the position must be developed as soon as feasible (normally within 30 days) after the beginning of each permanent assignment or any detail or temporary promotion that is expected to last 120 days or longer.
- C. Critical elements and performance standards must be consistent with the duties and responsibilities contained in the employee's position description, except on a detail.
- D. Employees cannot be held responsible for meeting critical elements and performance standards until they are made aware of and given copies of the elements and standards. The Employer will answer any questions the employee asks as to what is necessary to achieve each level of performance, whether or not a specific standard is written.
- E. Each employee will have the opportunity for substantive participation in the development of the performance plan upon which his/her performance will be appraised.
- F. Upon receipt of a new performance plan, an employee will be given an opportunity up to three days to review, comment, and suggest changes or additions.

- G. Groups of employees, where appropriate, can work together to draft a single performance plan or to comment on a draft performance plan that would be applicable to all.
- H. After an initial discussion of the performance plan is completed, the supervisor and the employee will complete and sign the PARS form. The employee has the right to enter comments upon the form. A copy of the form will be given to the employee. The form will then be submitted to the appropriate Agency official for review, revision, and determination.
- I. In addition to the written copy of the critical elements and performance standards, the employee will be given a copy of the appraisal form and an explanation of the element ratings and how they will be applied.
- J. Once critical elements and performance standards for a position have been developed, they need not be changed when the position's incumbent is changed. However, the new incumbent should be given an opportunity to review and comment on the performance plan before the performance plan may be used to appraise the new incumbent's performance.
- K. Substantive changes in performance plans during a rating period must be documented by completion of a PARS form.

Section 4.

- A. After completion of the rating period, a performance rating will be completed, approved, and issued to the employee within thirty (30) calendar days.
- B. Employees will be evaluated only for work performed or reasonably expected to be performed during the rating period. An employee's performance will not be adversely affected by work not assigned.
- C. In preparing the rating, the supervisor will make 'appropriate allowances for work related factors beyond the control of the employee which may have made it difficult to meet the written performance standards or which would; when taken into consideration, raise the employee's rating to a higher level.
- D. A rating other than "fully successful" will be justified in writing and made part of the employee's performance appraisal file.
- E. An employee may provide a concise written summary of relevant performance accomplishments to the rating official by the last day of the rating period. The rating official will consider the information provided in the summary when preparing the rating. The summary will be forwarded with the recommended rating to the reviewing official. This summary will not preclude the employee from making comments on the PARS form.
- F. Supervisors and employees may use this opportunity to discuss Individual Development Plans in accordance with Article 17, Section 3 of this Agreement.
- G. The same Agency official cannot serve as both the rating and reviewing official.
- H. If the supervisor and employee do not agree on the rating, the employee may note this on the PARS form.
 - I. An employee's signature on the PARS form, indicates only that the appraisal has been received, not an employee's agreement with the appraisal.
 - J. Employees serving on temporary assignments (e.g., details or temporary promotions) for 120 days or more during the annual rating period receive an interim rating covering the period of the temporary assignment.

Section 5.

- A. Employees will be given a performance review at least semiannually. Supervisors should counsel employees regarding their performance on an as-needed basis or upon the employee's request. Special emphasis should be placed on those cases in which an employee's performance has significantly deteriorated. For employees working under quota based systems, quarterly reviews will be conducted.
- B. During performance reviews, the supervisor will answer any questions the employee may have concerning what is necessary to improve performance. The employee may make written comments regarding the conference which will be attached to the record of the meeting. A copy of any summary of or comments about the review, which are entered into the record by the supervisor, will be given to the employee.
- C. The supervisor will inform the employee during the review whether the employee's performance to date remains consistent with the overall rating received on the last annual rating.
- D. If a review reveals unacceptable performance, the supervisor will develop a written performance improvement plan in accordance with Section 7A of this Article if he or she has not-already done so.
- E. An Interim rating is the summary performance rating that is completed when an employee changes position or completes a temporary assignment of 120 days or more. Interim performance ratings should normally be completed within thirty (30) days after completion of the interim rating period.

Section 6.

- A. At anytime an employee's pattern of performance is marginally acceptable in one or more critical elements but is not unacceptable in any critical element, the supervisor will inform the employee of the observed pattern of performance orally or in writing.
- B. The notification will specify the critical element(s) in which the employee is marginal and should reference the requirements for fully successful performance. It will also advise the employee that he or she will be given an opportunity to improve but that continuing marginal performance will have negative consequences on pay and awards.
- C. To assist the employee to improve during the opportunity period, the supervisor should consider the following options and pursue those that are both appropriate and feasible:

1. Refer the employee for counseling under the Civilian Employee Assistance Program (CEAP) concerning the possibility of a treatable illness that may be affecting performance (this is mandatory when the supervisor has reasonable cause to believe that the employee's performance is affected by abuse of alcohol or other drugs).
 2. Provide the employee an opportunity to observe or review the work of a fully successful performer.
 3. Provide intensive coaching; and/or
 4. Provide formal training specifically related to the performance deficiency.
- D. Employees who perform at a marginal level may be reassigned, but may not be demoted or removed under 5 CFR 432. solely for the marginal performance.

Section 7.

- A. At any time a supervisor determines that an employee is not performing at an acceptable level in one or more critical elements, the supervisor will develop a performance improvement plan. The purpose of the plan is to assist the employee in improving performance to the desired level. The plan will specify, as appropriate, the counseling, training, and/or short term specific actions to be accomplished within a set time frame before the Employer will initiate a performance based demotion or removal. The employee will be given the following information:
1. An explanation of those aspects of performance in which the employee's performance falls below a marginally acceptable level.
 2. What must be done to bring his/her performance up to at least a marginally acceptable level.
 3. A statement that his/her performance may result in a reassignment, demotion, or removal unless improvement to at least a marginally acceptable level is shown.
 4. A statement that this notice gives the employee a reasonable period of time to bring his/her performance up to a marginally or fully satisfactory level.
 5. whether his/her performance has been at least at a marginally acceptable or higher level.
- B. If, after being given the opportunity to improve, the employee continues to fail to meet performance standards for one or more critical elements, the Employer must consider reassignment, demotion, or removal of the employee from his/her position as appropriate.
- C. If the Employer considers it necessary to effect a demotion or removal, any such action, if taken under the procedures of 5 U.S.C. Chapter 43 (432 actions), must entitle the employee to:
- 30 days advance written notice which identifies the specific instances of unsatisfactory performance within no more than the last twelve (12) months and the critical elements of the employee's position involved in each instance.

- A notification that the employee has the right to reply to the proposal orally and in writing, and to be represented by the Union or other representative.
 - A written decision which has been issued or concurred in by an official who is in a higher position than the official who proposed the action.
 - Receive the decision letter prior to the effective date of the action.
 - Notification of appeal or grievance rights, which includes Merit Systems Protection Board and negotiated grievance procedure rights.
- D. In 432 actions, only instances which were stated in the proposal letter may be cited as the basis for the action; however, any improvement in the employee's performance during the notice period may be cause for reconsideration of the action. Actions taken under 5 U.S.C. Chapter 75 (752 actions) are subject to the provisions of Article 29.
- E. The requirement for issuing a performance improvement plan does not apply to those serving a probationary or trial period..

Section 8.

- A. At least sixty (60) calendar days prior to the date an employee is eligible for a within-grade increase, the supervisor will review the employee's work. If the review leads to the conclusion that the employee is not performing at an acceptable level of competence, the supervisor will prepare a performance improvement plan in accordance with Section 7. The supervisor will notify the employee as soon as possible that his or her current performance will not support a within-grade increase.
- B. Wage System - Step Increases:
1. The timing and procedures for within-grade increases for wage system employees shall be in accordance with FPM Supplement 532-1, subchapter S8-5.
 2. A wage system employee will be automatically advanced to the next higher rate of his/her grade at the beginning of the first applicable pay period following completion of the required waiting period, provided his/her performance in his/her position is satisfactory, and has not received an equivalent increase in pay during his/her waiting period.
 3. A wage system employee who is denied a within-grade increase may seek review of the denial through the negotiated grievance procedure.
- C. The explanation of the right to request reconsideration will state:
1. The request must be made in writing within fifteen (15) days of receipt of the negative determination.
 2. The employee, if otherwise in a duty status, will be granted a reasonable amount of official time to review the material used to support the negative determination and to prepare a response.
 3. The employee has the right to be represented by the Union.

4. The name and address of the person to whom the request for reconsideration should be delivered. This person will be an official at a higher level than the reviewing official.
- D. The person who receives a request for reconsideration will issue a decision on the request for reconsideration as promptly as feasible. If a performance rating resulting in the denial is grieved, the reconsideration decision may be delayed until the grievance is settled.
1. If the decision is to grant the within grade-increase, the decision will be made retroactive to the first day of the first pay period following completion of the waiting period.
 2. If the decision is to deny the within grade-increase, the notice of decision will inform the employee of the right to appeal under Article 7 of this Agreement.

Section 9.

- A. To the extent practicable, supervisors shall maintain records used to support performance reviews and annual ratings.
8. The annual overall rating will be kept on file for the period specified by OPM regulations.
- C. Materials supporting the denial of a within-grade increase will be maintained until any grievances or appeals are adjudicated. Included will be the negative determination, the employee's written request for reconsideration, a report of inquiry, if made, the decision on the request for reconsideration, and a written summary of any personal presentation, if one is made.
- D. The employee, and the employee's Union representative designated in writing, have the right to a copy of any of the documents covered by this section.
- E. Performance records are subject to the provisions of Section 6 of the Employee Rights, Article 4.

Section 10.

- A. Supervisors will advise employees of the provisions of the performance appraisal system including the definition of and significance of critical elements, the purposes of performance standards, the relationship of performance appraisal to awards, step salary increases, and completion of probation.
- B. Should the Employer schedule general training sessions on the appraisal system Union representatives may attend.

Section 11.

- A. Negative effects on ratings shall not be based on errors resulting from employee reliance on erroneous information or material from a supervisor.
- B. If employees are given assignments for which they have no prior knowledge or experience, they shall be given appropriate directions or training.

- C. Employees are encouraged to stay abreast of technological changes and adapt to reorganizations. Performance appraisals can be impacted by outstanding adaptability and efforts by employees. Performance appraisals must make allowances for work related factors beyond the employee's control, authorized absences for Union representational duties, and requested and approved leave. If applicable, and upon request, the Employer will explain how these factors were taken into consideration.

ARTICLE 16

EQUAL EMPLOYMENT OPPORTUNITY

Section 1.

Equal employment opportunity shall be afforded all employees on the basis of applicable Federal laws, Executive Orders, and regulations of appropriate authorities for equal opportunity in the Federal service.

Section 2.

Under the provisions of current law, it is the policy of the U.S. Government and this Employer to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, and physical or mental handicap, and to promote the full realization of equal employment opportunity through a continuing affirmative program in accordance with policy established by the Department of Defense and/or other appropriate authority for equal opportunity in the Federal service.

Section 3.

An alleged EEO violation may be processed under the statutory EEO complaint procedure or under the negotiated grievance procedure, but not both procedures. The complainant shall have exercised his/her option when the complainant files a timely formal (written) EEO complaint under the statutory procedure, or when he/she files a timely grievance with the immediate supervisor at the written stage of the negotiated grievance procedure. However, the option must be exercised within the time limits specified in the procedure selected.

Section 4.

The Employer agrees to post and maintain on official bulletin boards a notice signed by the EEO Officer outlining the current ACSS EEO program and policies, and informing employees of the current procedure to follow as well as the person(s) to contact to file an EEO discrimination complaint.

Section 5.

The Employer agrees to provide reasonable accommodation to unit employees with a qualified handicapping condition in accordance with applicable laws and regulations.

ARTICLE 17

TRAINING AND CAREER DEVELOPMENT

Section 1.

The Union and the Employer agree that training is a major tool in the development and maintenance of an effective and competent work force. Employees are encouraged to discuss their training interests with their immediate supervisor. The Parties recognize that training of designated representatives of the Union in certain aspects of labor-management relations may be of mutual benefit to the Parties and in the public interest.

Section 2.

- A. The following criteria will be used by the Employer and will be explained to employees when approving or disapproving a training request:
 - 1. the availability of funds;
 - 2. existing and projected staffing needs;
 - 3. the work requirements of the job;
 - 4. the potential use of the training by the employee in his/her current position; and
 - 5. expected development of employee.
- B. The Employer will post notices of training courses applicable to unit employees at the worksite.
- C. If the Employer approves training for an individual, the Employer may make reasonable adjustments in the employee's work schedule to allow the employee to complete the approved training.

Section 3.

The Employer will notify the Union when developing new training programs applicable to unit employees. The Union may make recommendations related to such training programs.

ARTICLE 18

POSITION CLASSIFICATION

Section 1.

The Parties agree to the principle of equal pay for work of equal value and that the classification of duties and responsibilities assigned to employees by the Employer is necessary to assure appropriate and equitable compensation. The Employer agrees to exercise its classification authority in accordance with law and Government-wide regulations.

Section 2.

- A.** All major recurring duties and responsibilities assigned to an employee on a permanent basis will be reflected in a written position description and classified on a timely basis. The phrase "performs other duties as assigned" in the employee's position description will not be construed to require the employee to perform duties outside his/her regular field of work which he/she is not capable of performing and/or which might result in injury to the employee or fellow employees due to a lack of knowledge of task. This does not preclude the Employer from exercising the right to assign work that may be outside the regular duties when required to accommodate a short term workload.
- B.** The Employer shall be responsible for ensuring that each position within the Unit is covered by a current position description and that the position description properly identifies the position. Position descriptions will be reviewed for accuracy by the employee and the supervisor at least annually. Any inconsistencies will be discussed jointly by the employee and supervisor.
- C.** During any period employee perform unclassified work function employees will be compensated at the basic rate of pay that exists for their classified position. The Union will be notified whenever an employee is assigned to perform work on a continuing basis outside of his/her regular field.
- D.** The Union will be furnished a copy of any bargaining unit job description upon written request.

Section 3.

The Supervisor will notify the employee whenever a desk audit results in a finding affecting title, series, or grade level. The employee may request Union representation concerning this notification. The results of the Employer's audits of positions will be made available to an employee upon his/her request.

Section 4.

If the Employer reclassifies an employee's position to a higher grade, the personnel action will become effective the first day of the first pay period following reclassification.

Section 5.

- A. Any employee in the unit who feels that he/she is performing duties outside the scope of the position description or that his/her position is inaccurately described, may request, through his/her immediate supervisor, that the position be reviewed. Once requested the review will be scheduled within thirty (30) days.
- B. If the employee is not satisfied with the results of such a review, he/she shall be furnished information on his/her appeal rights to challenge the classification of the position.
- C. An employee may appeal a classification decision by filing an appeal with the Director of Personnel through the operating Personnel Office prior to appealing to the Office of Personnel Management.
- D. Consistent with OPM regulations, saved grade and saved pay rights will be afforded to those whose positions are downgraded. Save grade and saved pay are also known as retained grade and retained pay.

ARTICLE 19

PART-TIME EMPLOYEES

Section 1.

- A The tour of duty for part-time employees will be between sixteen (16) and thirty-two (32) hours per week. Normally, part-time employees will be scheduled during the normal administrative Workweek.
- B. The Employer agrees to give consideration to an employee's request to change status from part-time to full time and vice versa.
- C. An employee's request for temporary adjustment of an established part-time work schedule because of personal hardship or to permit developmental assignments will be fully considered by the Employer.
- D. Upon request from an employee, the servicing Personnel Office will provide pertinent information regarding the personnel effects of changing to and from part-time, permanent positions. Such information may include pay and benefits, time-in-grade requirements, WIGS, accumulation of leave, and changes in competitive levels in the event of RIF.

Section 2.

The Employer agrees to consider applications submitted by part-time employees for any other full time or part-time positions for which they are eligible and qualified, subject to agency hiring restrictions.

ARTICLE 20

PROBATIONARY PERIOD

Section 1.

Employees initially entering a permanent unit position must meet the qualification requirements at the time of employment and serve a probationary period of one (1) full calendar year beginning with the date of appointment.

Section 2.

The probationary period shall be utilized to determine the employee's suitability for federal employment.

Section 3.

Failure to satisfactorily complete the requirements of the probationary period shall result in termination from the position.

Section 4.

Upon satisfactory completion of the probationary period, unit employees shall be in a tenured status and shall not be required to serve a new probationary period if reassigned to another unit position.

ARTICLE 21

DETAILS, REASSIGNMENTS, AND VOLUNTARY CHANGES

Section 1

- A A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period, with the employee returning to his/her regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.
- B If possible, an employee who is detailed to a different post of duty will be given more than five (5) days notice.
- C A Standard Form 52 will be used to document any detail in excess of 30 days. An employee can forward a copy of a letter detailing the employee for less than 30 days or, absent a letter, a notice from the employee concurred in by the supervisor recording the detail, to the Personnel Office for inclusion in the employee's OPF.
- D Details to higher graded positions for more than one hundred twenty (120) days will be accomplished through competitive procedures. Temporary promotions for qualified and eligible employees will take effect on the 31st day.
- E Performance of lower graded duties officially assigned by the Employer which are outside an employee's position will not result in loss of recorded or credited time in the grade of the employee's permanent position. Performance of lower-graded duties officially assigned by the Employer which are outside an employee's position will not be a basis for lowered assessment or appraisal of the employee.
- F Details will be used to meet temporary needs of the Employers work program when necessary services cannot be obtained by other means. This includes, but is not limited to: meeting unusual work load demands, special projects or studies, change in mission or organization, or employee absences. Details will be made based on the skills and experience required for the position. Whenever practicable, details will be rotated fairly and equitably among qualified employees. Details or a series of rotating details will not be used for the purpose of avoiding a temporary or permanent promotion. If there are no qualified employees and the detail is to be used as a training experience, the detail will be rotated to the extent feasible to allow involved employees to gain the same training.

Section 2

- A Reassignment means a change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.
- B Reassignments of employees to different positions will be effected by the appropriate personnel action.
- C Reassignments will not be used in lieu of disciplinary action without prior discussion with the affected employee.

- D. Employees reassigned to a different post of duty which will require them to change transportation arrangements will normally be given fifteen (15) days written notification unless other provisions of this Agreement govern.
- E. The parties recognize that involuntary reassignments to other geographic locations create disruptions in employees' professional and personal lives. If appropriate, the Employer will seek volunteers from among equally qualified employees (as determined by the Employer). Absent a sufficient number of volunteers, selection for reassignment will be according to inverse seniority, using service computation date.
- F. Employees will normally receive ninety (90) days notice prior to an involuntary reassignment to another geographic location.
- G. The Employer agrees to normally give the Union twenty one (21) days notice before reassigning a Union officer, official, or steward to a different post of duty. Upon request, the Employer will meet and discuss the reassignment before effecting it.

Section 3.

Details will be utilized in accordance with Office of Personnel Management and this Agreement.

Section 4.

Employees may Voluntarily request changes in their work assignments. All such requests are subject to the Employer's right to assign employees and work, and to determine the personnel by which the agency operations will be conducted. Such requests will be considered by the Employer and a good faith effort will be made to balance the needs of the employee with the Agency's program needs. When the request is due to conflict with the employee's supervisor and the employee has tried to

resolve the conflict through formal and informal means, the employee may request the assistance of higher level management. Management will intervene as it determines appropriate. Such intervention may include counseling, training, team building, details, and reassignments as some of the methods of resolving the conflict. Employees may voluntarily request changes in their work assignments at any time. Any voluntary changes will be processed in accordance with applicable law, rules, regulations, and this Agreement and will be acted upon fairly and promptly.

ARTICLE 22

HOURS OF WORK

Section 1.

- A. The administrative work week will be a period of seven (7) calendar days beginning on Sunday.
- B. The basic workweek will be five (5) consecutive days of eight (8) hours each, normally Monday through Friday. Employees will be scheduled for two (2) consecutive days off except for those employees changing from one regularly scheduled workweek to another. However, the Employer will try to give seventy-two (72) hours notice prior to the change.
- C. The occurrence of holidays will not affect the designation of the basic work week.
- D. The standard work day will consist of eight (8) hours of work with a non-paid lunch period of thirty minutes, except for bus drivers who have a two and one-half (2½) hour lunch unless otherwise scheduled. The Employer agrees to provide the Union the opportunity to negotiate prior to changing the established hours of work.

Section 2.

If the Employer needs to switch employee(s) from one established shift to another, the employer will request volunteers from among those employees meeting the specific needs of the Employer. If there are more volunteers than needed, the Employer will assign Section employee(s) to the shift based on seniority, assigning the most senior volunteers. If there are fewer volunteers than needed, the least senior employee(s) will be selected to reach the necessary number. The employer will maintain a roster showing which employees are assigned to which shift.

Section 3.

Temporary changes in an employee's hours of work are sometimes required during a particular pay period because of the illness of fellow employees or acts or incidents that clearly could not have been foreseen. When circumstances permit, the Employer will excuse the employee from duty in sufficient time during the preceding shift so that he/she will have rest time of at least ten (10) hours before beginning his/her next shift. Such "relief" workers will be recruited from among volunteers on the current shift. Failing to get volunteers, management will assign workers to relief work on a fair and equitable basis.

Section 4.

- A. Employees who work eight (8) hour tours of duty will be provided a rest periods of fifteen (15) minutes for each four (4) hours of work, except for bus drivers who will have a

thirty (30) minute break in the morning, unless otherwise scheduled. The rest period will normally occur in the middle of each four (4) hour period. Employees who work four (4) hour shifts will not have more than one fifteen (15) minute rest period. Similar adjustments will be made for employees who work on other than the normal eight hour tour of duty.

- B. Rest periods are taken during hours of duty and cannot be accumulated for later use. Rest periods will not normally be scheduled to lengthen the lunch period, to start work later, or to end the tour of duty earlier.
- C. Employer will make reasonable effort to have vending machines available, reference Article 4, Section 11, for breaks and meals. The Parties agree that within ninety (90) days of the effective date of this contract to discuss this matter.

Section 5.

The Employer will provide reasonable time, depending upon the nature of work performed and the location of the work site, for employees to clean up prior to lunch and the end of the workday.

Section 6.

The Employer will not request employees in the bargaining unit to perform uncompensated voluntary work.

ARTICLE 23

LEAVE

Section 1.

- A. The Employer shall administer the leave program for unit employees consistent with Title V, OPM, DoD, ODESS, and ACSS laws, regulations and policies. The Employer is responsible for controlling absences and leave so that all unit employees use leave according to these requirements and without abuse of leave privileges.
- B. The Union recognizes that the unit employees' appointments and the Employer's mission is such that workload and manpower needs are subject to fluctuation. The Employer will therefore find it necessary at times to curtail the use of leave and at other times to liberalized it or, during school recess periods, to require it. Prior to recess periods and consistent with each unit employee's appointment status, the immediate supervisor(s) shall provide as much prior notification as possible to the affected unit employee(s) and, when work is available, consider volunteer(s) based on qualifications and seniority.

Section 2

- A. Subject to law and regulations, an employee seriously injured or ill may request use of anticipated future sick leave accruals if the disability surpasses current accumulation. A maximum of thirty (30) days sick leave may be advanced under these circumstances. Applications for advanced sick leave must be supported by a medical certificate signed by a physician or practitioner. Advance of sick leave is contingent upon the reasonable expectation that the employee will return to work upon recovery.
- B. The provisions of this section apply to employees who must absent themselves from work because of:
 - 1. Physical or mental incapacitation which prohibits the performance of his or her official duties;
 - 2. exposure to a contagious disease which would endanger the health of co-workers;
 - 3. presence of a contagious disease in an employee's immediate family that requires his or her personal care;
 - 4. temporary incapacitation, prescribed rest period, and physical examination due to pregnancy; or
 - 5. other purposes covered by sick leave regulations.
- C. An employee is entitled to use sick leave for absences meeting the criteria in subsection B above. When the use of sick leave can be scheduled in advance, e.g., for routine medical or dental appointments, the employee will do so. When advance scheduling of sick leave is not possible, the employee will contact the

appropriate leave-approving official within two (2) hours after the scheduled reporting time, except in the event of an emergency. In the event the official is not available, the employee will leave a telephone number where he/she can be contacted.

- D. The leave-approving official must be aware of the employee's status at all times by means of the following procedures: On the first day of illness, the employee will advise the leave-approving official if the illness is likely to last one (1), (2) or days. If the illness lasts longer than was anticipated, the employee will again contact the leave-approving official to report the continued illness. On the fourth work day the employee will contact the leave-approving official. If an extended sick leave request has been approved, the employee will contact the leave approving official at least once week during the remainder of the absence.
- E. Unit employees who work a split shift shall request sick leave from an appropriate leave-approving official at least one (1) hour in advance of their regular tour of duty. The employee will estimate the length of illness and follow the additional contacting requirements as in subsection D, above. If the leave approving official is not available, the employee will leave a telephone number where he/she can be contacted.
- F. Sick leave of more than three (3) work days will normally be supported by a medical certificate. The provisions of this subsection do not prevent a supervisor from requiring a medical certificate under Section 12 (below). The Employer agrees to consider, depending upon the facts and circumstances in each instance, allowing employees who are sick for more than three (3) work days to sign a statement of reasons why supporting medical evidence is not furnished. In such instances, the supervisor may accept the employee's signed statement in lieu of a medical certification unless the employee has been counseled for leave abuse under Section 12.
- G. The medical certificate required by the Employer under Section 12 (below) and subsection F (above) will consist of:
 - 1. One copy of SF-71 completed by a physician or authorized practitioner, or
 - 2. A written statement signed by a physician or authorized practitioner certifying the period that the employee was incapacitated for performance of duties of his/her position.

Section 3.

Disabled veterans upon the presentation of an official statement from appropriate medical authority that medical treatment is required will be granted annual or sick leave as permitted by law and leave without pay as necessary in order that the veteran may receive treatment, all without penalty in his/her performance rating. The granting of such leave is contingent upon the veteran's giving prior notice of definite days and hours of absence required for medical treatment in order that arrangements may be made for carrying on the work during his/her absence.

Section 4.

- A. An employee who is pregnant will be allowed to work as long as she and her doctors feel is wise, prior to delivery of the child. The employee may be temporarily assigned to another position prior to maternity leave if her regular position is considered inappropriate by her doctor and suitable work is available. Reasonable amounts of maternity leave in the form of sick leave, annual leave, and leave without pay will be granted during delivery, and for a reasonable period after delivery, as specified by a doctor. The employee may be absent up to one hundred twenty (120) days in all. The employee shall be returned to her position at the end of maternity leave.
- B. A male employee who requests approval for leave at least sixty (60) calendar days in advance of his wife's expected delivery date will be granted leave for up to thirty (30) consecutive days to aid or assist in the care of his wife or his minor children in relation to his wife's confinement for maternity reasons. If the sixty (60) day notice is not given, leave will be granted consistent with management's work requirements.
- C. Appropriate leave arrangements, excluding the use of sick leave, will be granted to employees who become adoptive parents.

Section 5.

- A. It is agreed that the use of accrued annual leave is a right, rather than a privilege, subject to management approval.
- B. Consistent with the needs of the employee and the Employer, annual leave requested in advance will generally be approved. Except in the event of an emergency or a serious work interruption, annual leave which has been approved will not be canceled. The supervisor canceling approved leave will make every effort to reschedule the leave at times desired by the employee.
- C. To the maximum-extent practicable, unit employees shall use annual leave during school recess periods. Unit employees will submit vacation requests by March 1st of each year. The Employer will prepare a written vacation schedule showing all requested and approved vacations by March 30th. Conflicts among bargaining unit employee leave requests will be resolved through the use of seniority. Seniority will be based upon the employee's Service Computation Date. Seniority may be exercised for a maximum of two (2) weeks selection each leave year. Employees exercising seniority will not be allowed the same two (2) week period two (2) years in succession.
- D. Once an employee has made his/her selection, he/she will not be permitted to change his/her selection if such change would disturb the choice of another employee. Nothing in this section will preclude an employee from changing his/her scheduled vacation with another employee upon the mutual consent of the involved parties, subject to the approval of the supervisor. No supervisor will require an employee to exchange a scheduled vacation with another employee.

- E. Except in emergency situations, employees must request and obtain approval to use annual leave at least one week before the leave begins. When making routine requests for annual leave, the employee need not state the reason for the leave request.
- F. When an employee is unable to report to work because of an emergency, he/she will notify the appropriate leave-approving official within two (2) hours after his/her scheduled reporting time. Approval of annual leave for emergency situations will be granted when conditions warrant.
- G. Unit employees who work a split shift and who cannot report back to work within the same workday because of an emergency must notify the appropriate leave-approving official at least one (1) hour in advance of his/her scheduled reporting time. If the emergency prevents the employee from calling in advance, the employee will notify the supervisor as soon as possible, but not later than two (2) hours after the scheduled reporting time.
An employee will be granted annual leave or leave without pay if requested in case of death in the immediate family. Immediate family includes a spouse, children, step-children, parents, step-parents, parents-in-law, brothers, sisters, and grandparents. Management will make every effort to grant leave in case of death of other relatives or friends.
- H.

Section 6.

- A. Excused absences-are those for which there is no charge to leave or loss of pay. Absences handled administratively are those for which the employee requests and is allowed to work an equivalent amount of time to cover the length of the absence.
- B. The Employer may excuse tardiness of up to one hour due to verified traffic delays due to no fault of the unit employee.
- C. During hazardous weather conditions, the Employer may excuse tardiness of two(2) hours or less.
- D. The Employer will excuse tardiness or brief absence when entrance or exit to an installation is locked, due to the imminent danger posed by a public demonstration.
- E. Brief absences from duty or tardiness of up to thirty (30) minutes for other reasons may be excused when the Employer considers the reasons to be adequate.
- F. When reasons for tardiness or brief absences are not justifiable, such tardiness or absence may be, at the supervisors discretion:
 1. handled administratively;
 2. charged to annual leave the employee may have to his or her credit;
 3. charged to Leave Without Pay (LWOP), at the employee's request; or

- 4. charged as Absent Without Leave (AWOL)
- G. Leave will be charged in increments of 1/2 hour.

Section 7

The granting of court leave will be governed by applicable ACSS and OPM regulations.

Section 8.

At the discretion of the Employer, administrative leave may be granted to employees for participation in such civic activities as blood donations, civil defense drills, registering to vote, voting in national, state, and municipal elections, and when otherwise appropriate, consistent with ACSS and OPM regulations and decisions of the Comptroller General.

Section 9.

- A. When the Employer has determined that there is a need for early dismissal of Federal employees, employees who are in an actual duty status will be excused without charge to annual leave. An employee is considered to be in an actual duty status if the employee is:
 - 1. actually on duty at the time of dismissal,
 - 2. excused from duty at the time of dismissal with an expected return to duty before close of the business day, and
 - 3. on duty and departed on annual leave after official word was received, but before the time set for dismissal without charge to annual leave.
- B. When hazardous or other extraordinary circumstances develop during non-work hours and the Employer has determined that Federal employees should not report for work, no charge to leave will be made.
- C. If any employees are sent home, they will be granted administrative absence from work for events that require the immediate curtailment of work activities such as breakdown of equipment, acts of nature, or sudden emergencies.
- D. Subsections A and B of this section will not apply to employees who are required to report for duty on any occasion when other employees are excused or are dismissed from work- because of hazardous weather conditions, in accordance with current Employer regulations and orders, or if the employees are needed for essential operations. In making a determination of essential personnel, supervisors should attempt to rotate among all qualified employees capable of handling the operation.
- E. All unit employees are expected to make reasonable attempts or other arrangements for getting -to work when it is anticipated that hazardous or other extraordinary circumstances that disrupt public or private transportation may complicate the arrival of employees at their post of duty.

Section 10.

In accordance with applicable regulations, type of appointment, and work schedule, employees will be granted all holidays given to Federal employees by statute and will also receive holidays granted through Executive Order. Employees required to work on holidays will receive "holiday pay" in accordance with applicable regulations. If a holiday falls on an employee's scheduled day off, he/she will receive "in lieu of" days in accordance with applicable regulations.

Section 11.

Military leave will be granted in accordance with appropriate ACSS and OPM regulations.

Section 12.

- A. On an individual, case by case basis, if there is evidence that a particular employee's leave pattern may indicate an abuse of unscheduled leave, the employee should be advised of supervisory concern prior to the imposition of leave restriction procedures so the employee can improve or correct the leave usage. Noncompliance with leave restriction requirements may subject an employee to formal disciplinary action. It is the employee's pattern of using unscheduled leave, not the total number of hours or days used, that is the basis for imposing leave restriction.
- B. If the employee's leave pattern does not improve, the supervisor may put the employee on leave restriction for a period of three (3) months. Continuing problems will be a basis for an extension up to an additional three (3) months of the leave restriction and disciplinary action. Leave restriction will be based on standards uniformly and equitably applied by the supervisor.
- C. Sick leave that was supported by medical certificates, employee's signed statements that were accepted in lieu of medical certificates under section 2F, above, or that was requested and approved in advance for medical appointments, will not be considered in a determination of leave abuse. Annual leave scheduled and approved in advance is never used as a basis for imposing leave restriction.
- D. An employee on leave restriction may be required to furnish a medical certificate for each subsequent absence from work when he/she is claiming that the absence was for medical reasons. Restrictions on and procedures for requesting approval for non-medical absences will be specified in the letter. Justifications for emergency absences will be reviewed and approved or disapproved on a case by case basis.
- E. Notification of leave restriction will be provided in writing.
- F. An employee who abuses leave privileges is subject to formal disciplinary action; however, unless there is a flagrant abuse of leave, the procedure prescribed above will be followed.

Section 13.

- A. A request for leave without pay (LWOP) by an employee will be duly considered by the Employer. Requests for extended leave without pay for seven (7) or more work days must be accompanied by a written reason from the employee.
- B. Unit employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay on request. Normally, Unit employees may not be granted leave without pay if they have leave to their credit.
- C. Leave without pay may also be granted on an extended basis for educational purposes or after exhausting all annual and sick leave while awaiting-action on retirement or OWCP claim.
- D. Upon request, leave without pay will be granted to disabled veterans needing medical treatment.
- E. Upon request, leave without pay for up to one (1) year will be granted to employees awaiting adjudication of an OWCP claim.
- F. Leave without pay may be granted for illness if the employee has exhausted all his or her sick leave.
- G. Upon request, leave without pay for up to one (1) year may be granted to an employee for the purpose of serving on a temporary continuing basis as an officer or representative of the National Federation of Federal Employees. Upon return to duty, the employee will be restored to a job of like grade and pay for which he or she qualifies.
- H. The supervisor in any case retains the discretion to deny or grant the approval of leave without pay except in D and E, above. All requests for LWOP are subject to internal approval requirements. The Employer will be consistent in acting upon leave without pay requests from employees, i.e., with employees in similar circumstances, the leave without pay requests will be granted or denied in the same manner.
- I. An employee on extended LWOP must keep the supervisor informed of his/her current status and plans for returning to duty as agreed upon in advance of the absence.

Section 14.

Leave requests other than scheduled vacations will normally be acted upon the same day the request is received, provided the Employer has at least two (2) hours to respond. If a request is submitted that does not allow two (2) hours of the regular working day for the Employer to respond, the request will normally be acted upon the following work day. In rare cases, if these time limits cannot be met, the Employer will explain the delay to the employee and will respond to the request as soon as possible.

Section 15.

An employee who fails to report for duty and has not received supervisory approval for leave will be carried in an absent without leave (AWOL) status for time keeping purposes and, in addition, may be subject to disciplinary action.

Section 16.

Subject to normal scheduling provisions, leave will also be granted to employees to attend Union conventions and Union conferences.

ARTICLE 24

OVERTIME

Section 1.

An employee will be compensated for overtime as required by law, rule, and regulations. Normally, this requires that an employee receive overtime pay for work in excess of forty (40) hours in a work week and/or in excess of eight (8) hours in a day. The Employer will make a reasonable effort to distribute overtime on a fair and equitable basis among qualified employees and will not use overtime as a reward or punishment.

Section 2.

- A. The Employer will schedule overtime based on an equitable rotation system among employees qualified to perform the work. The Employer will determine employee qualifications based on their ability to do the work.
- B. The Employer will maintain a roster documenting overtime over the preceding twelve (12) month period. The roster will record all overtime assignments and offers on an hourly basis. Each opportunity to work overtime whether accepted or not will be noted on the roster and initialed by the employee. The roster may be reviewed by unit employees or by the Union.
- C. Overtime will normally be offered on a voluntary basis. Declination of an offer will count as overtime assigned for purposes of position on the rotation schedule. If sufficient volunteers are not available, overtime will be directed in accordance with the rotation schedule.
- D. An employee will be relieved from a directed overtime assignment if he or she can find another qualified employee who will take the assignment. When all employees request relief, the supervisor will determine who will receive the overtime assignment in accordance with the rotation system.

Section 3.

The Employer will provide as much advance notice of overtime as practicable, normally at least twenty-four hours. In the event of an emergency situation, overtime will be assigned to accomplish the work in the most expeditious manner.

Section 4.

An employee called back to work because of an emergency will receive a minimum of two (2) hours pay in accordance with applicable laws and regulations.

Section 5.

Employees will be compensated for overtime in accordance with appropriate laws and regulations. Overtime computation will be calculated in increments of six minutes rounded off to the next higher increment when necessary. All overtime will be paid at the appropriate overtime rate except when an eligible employee requests and is authorized compensatory time in lieu of overtime pay.

ARTICLE 25

TRAVEL

Section 1.

Excluding bus drivers, the Employer will, to the maximum extent practicable, schedule administratively controllable travel to occur within each employee's standard daily and weekly working hours. Travel required by events that cannot be scheduled or controlled administratively will be hours of employment for pay purposes.

Section 2.

Employees who perform official travel for the Employer will be reimbursed for all authorized expenses at the maximum standard rate allowed by law and JTR volume 2 regulation.

Section 3.

In the event an employee on official travel is unable to arrive at the assigned destination or return to home or office during regular duty hours due to unsafe traveling conditions, the employee will be authorized to continue in travel status until arrival at the destination.

Section 4.

Travel advances will be made in accordance with JTR volume 2 regulation.

Section 5.

Travel vouchers will be submitted on a timely basis to the Finance Division in order to maintain accurate status of travel funds and reimbursement to the traveler.

Section 6.

Reimbursement for use of privately owned vehicles (POV) will be calculated by mileage at the maximum rate set by law and JTR volume 2 regulations.

Section 7.

Employees will not be required to use Privately Owned Vehicles (POV) for Government business. Whenever available and appropriate, employees may use Government vehicles for official business. When a government vehicle is not available, Section 6 applies.

ARTICLE 26

Contracting Out

Section 1.

The Union will be notified of studies of permanent contracting out of work functions that may have an adverse impact on Unit employees.

Section 2.

The Employer will comply with office of Management and Budget (OMB) Circular A76 and other laws, rules, and regulations as appropriate relative to contracting out. During the process of a Commercial Activity (CA) study, periodic briefings will be held between the Employer and the Union to provide the Union with appropriate information on the matter. Briefings will also be held with affected unit employees to inform them of matters dealing with the contracting out, and the Union shall be given the opportunity to attend such briefings.

Section 3.

The Employer will provide the Union copies of pertinent information concerning contracting out to which it is entitled.

Section 4.

The Union shall be provided the opportunity to negotiate as appropriate.

ARTICLE 27

REDUCTION-IN-FORCE

Section 1.

Reduction in Force (RIF) is a process that results in the release of a unit employee from his/her competitive level (unit position) by-separation, demotion, furlough for more than thirty (30) days or reassignment requiring displacement of another unit employee when required by lack of work, shortage of funds, insufficient personnel ceiling, reorganization, or reclassification because of a change of duties. RIF shall not be used to accomplish those purposes normally processed under disciplinary actions.

Section 2

The Employer has determined that there shall be three competitive areas for the purpose of RIF, Ramey, Fort Buchanan, and Roosevelt Roads.

Section 3.

All reductions in force shall be carried out in accordance with applicable DoD and DDESS policy and instructions.

Section 4.

In any RIF that adversely affects unit employees, the Employer shall provide advance written notification to the Union as early as possible but at least thirty (30) calendar days prior to issuing the advance notice of RIF to adversely affected employees. This notification will provide the Union with an opportunity to negotiate the impact and implementation of these reductions per Article 9 of this Agreement.

Section 5,

As part of its efforts to avoid separating employees by RIF, the Employer will solicit volunteers who are eligible for retirement and counsel them Regarding retirement options, including voluntary incentive separation pay, if available.

Section 6.

When an employee is reached for separation by RIF, the employee will be given specific written notice at least sixty (60) calendar days prior to the effective date of the separation, except in an emergency situation in which case the Employer may give a shorter notice period.

Section 7.

Unit employees who have been released from a position in RIF shall be placed on a reemployment priority list (RPL) for a maximum of two years during which time they may be offered subsequent unit position vacancies for which they qualify on the basis of each employee's retention standing. Once the Employer offers a position in writing and the employee refuses the offer in writing, the employee shall be removed from the reemployment priority list (RPL).

ARTICLE 28

FURLOUGHS FOR THIRTY DAYS OR LESS

Section 1.

This Article sets forth procedures which will be followed if the Employer determines that it is necessary to furlough bargaining unit employees for thirty (30) days or less due to a lack of work, funds, or operating authority. These procedures will be carried out in accordance with law and Government-wide regulations. This Article does not apply to intermittent or seasonal employees.

Section 2

Before the Employer furloughs bargaining unit employees, the Union will be provided:

- A. Sixty (60) days notice when possible, but not less than thirty one (31) days;
- B. the reason for the furloughs;
- C. the organizational segment(s) affected by the furlough; and
- D. the estimated number of employees to be furloughed.

Section 3

Employees will be given thirty (30) days notice prior to the effective date of the furlough.

Section 4.

- A. When it is necessary to furlough some but not all employees in an organization segment, the Employer will first solicit volunteers at the affected work site. Employees may either make known their willingness to accept a furlough or they may submit a voluntary request for leave without pay (LWOP).
- B. If a sufficient number of volunteers does not come forth, then the Employer will select employees for furlough on a fair and equitable basis.
- C. Any employees not furloughed must be qualified to perform the functions that are to continue to be performed during the period of furlough.

Section 5.

When the Employer has made a decision to furlough employees for a specified number of days during a specified period of time, employees will be provided an opportunity to submit a schedule identifying their preferences in accomplishing the necessary number of days off. These schedules will be accommodated as much as possible giving due consideration to workload and staffing requirements.

Section 6.

- A. Employees who are on approved annual leave when a furlough is required due to lapse of appropriation will be permitted to complete the approved leave. Upon expiration of the approved leave if the absence of an appropriation persists, the employees will be furloughed. Under no circumstances will an employee be allowed to take unaccrued annual leave during a lapse of appropriation.
- B. Employees on sick leave during a lapse of appropriation are subject to the conditions as stated in (A) above. Additionally, employees on sick leave will be placed in furlough status upon termination of the illness.

Section 7.

- A. Employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.
- B. Employees who are furloughed because of lapse of appropriations will be retroactively paid and otherwise compensated when appropriations are approved if in accordance with law and regulation and provided for in the appropriations.

Section 8.

Life insurance and health benefits will be provided furloughed employees in accordance with OPM regulations.

ARTICLE 29

DISCIPLINE

Section 1.

Disciplinary actions may be taken for just cause. For the purpose of this agreement, a disciplinary action is defined as a suspension of fourteen (14) calendar days or less. The parties further agree that principles of progressive discipline shall be followed.

Section 2.

Prior to initiating disciplinary action against an employee, a preliminary investigation or inquiry may be made by the Employer as is necessary to determine the facts in the case. If a formal disciplinary action appears to be warranted, a discussion may be held with the employee. The employee has the right to be represented by the Union during these discussions with the employee, if the employee requests representation.

Section 3.

When a decision is made to propose a suspension of fourteen (14) calendar days or less, the affected employee is entitled to:

- A. An advance written notice stating the specific reasons for the proposed suspension;
- B. At least twenty (20) calendar days to answer orally and/or in writing and to furnish affidavits and other documentation evidence;
- C. To be represented by an attorney or the Union at the employee's option; and,
- D. A written decision and the specific reasons thereof at the earliest practicable date.

Section 4.

Letters of reprimand and decision letters on disciplinary actions (suspension of fourteen (14) calendar days or less) shall advise the employee that he/she may grieve the action under the grievance procedure contained in this agreement which is the sole and exclusive procedure for grieving such matters. Grievances over such matters will be filed at the step higher than the level that effected the action unless the action is effected by the Superintendent. Arbitration may be invoked only by the Employer or the Union.

ARTICLE 30

ADVERSE ACTIONS

Section 1.

Adverse actions may be taken only for such cause as will promote the efficiency of the service. For purposes of this agreement, an adverse action is defined as removal, suspension for more than fourteen (14) calendar days, involuntary reduction in grade or pay, or furlough for thirty (30) calendar days or less which is taken against a unit employee by the Employer. It does not include, however, the following actions:

- A. A suspension or removal for the reason of National Security (Subchapter IV, Chapter 75, Title 5 U.S.C.);
- B. A reduction-in-force (Chapter 35, Title 5 U.S.C.);
- C. A reduction in grade or removal based on unacceptable performance (Chapter 43, Title 5 U.S.C.);
- D. An action initiated by the Merit System Protection Board Special Counsel with respect to prohibited personnel practices (Subchapter II, Chapter 12, Chapter 23, Title 5, U.S.C.).

Section 2.

Prior to initiating an adverse action against an employee, a preliminary investigation or inquiry may be made by the Employer as is necessary to determine the facts in the case. If a formal adverse action appears to be warranted, a discussion may be held with the employee. The employee has the right to be represented by the Union during these discussions with the employee, if the employee requests representation.

Section 3.

An employee against whom an adverse action is proposed is entitled to:

- A. At least thirty (30) calendar days advance written notice, (unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, at which time a seven (7) calendar day advance written notice may be given), stating the specific reasons for the proposed action;
- B. Answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer, within ten (10) calendar days or receipt of the proposed action;
- C. To review the material on which the proposal was based and which is relied upon to support the reasons in the notice of proposal;
- D. Be represented by an attorney or the Union, at the employee's option;
- E. A written decision and the specific reasons therefore at the earliest practicable date, but on or before the effective date of the action.

Section 4.

In the event a decision is rendered that effectuates an adverse action, the employee shall be informed of his/her rights and the time frames to appeal the decision to the Merit Systems Protection Board (MSPB), if appropriate, or through the negotiated grievance procedure with a Union representative, but not through both procedures. The employee may grieve under Step 3 of the procedure contained in this agreement at any time after the decision is rendered but not later than fifteen (15) calendar days after the effective date of the action.

ARTICLE31

EMPLOYEE SPACE

Section 1.

The Employer will engage in negotiations, as appropriate, with the Union when redesigning space occupied by employees and will consider union views if redesign is caused by technological requirements necessary for performance of work.

Section 2

The. Employer will notify the Union prior to undertaking any change of the work site of bargaining unit employees involving a formal organizational component or substantial portion thereof Space relocations will be based upon sound business principles.

Section 3.

Offices will be designed or altered in a manner that ensures safe entry and exit and, to the extent practicable, eliminates hazards.

Section 4.

The Employer will designate outdoor smoking areas, when possible, which are reasonably accessible to employees and provide a measure of protection from the elements. Smoke break areas shall only be outdoors, shall be away from common point of ingress and/or egress into the workplace, and shall be situated in such a way that students cannot see employees smoking. Within sixty (60) days of the effective date of the contract the parties agree to meet to determine a designated smoking area.

Section 5.

When employees are assigned tasks that require spreading out of work or meetings they may, with supervisory concurrence, schedule the use of conference rooms that are not occupied. If conference rooms are occupied, where practicable, supervisors will make alternative arrangements available to employees to meet work needs. Scheduling the use of conference rooms for other purposes by employees shall be in accordance with applicable laws, rules, and regulations.

Section 6.

Clean-up campaigns are conducted for the purpose of maintaining efficiency, morale, health, and safety.

ARTICLE 32

WAGE SURVEYS AND PAY

Section 1.

The Employer shall set and maintain pay for unit employees in accordance with applicable Title V, OPM, DoD, DDESS, and ACSS laws, rules and policies. Pay shall be consistent with and subject to the applicable DoD Wage Fixing Authority wage schedule for Federal employees within the geographic boundary of Puerto Rico.

Section 2.

Participation of local Union representatives on DoD locality wage surveys shall be encouraged to the maximum extent permitted by law and regulation. The Employer agrees to notify the Union when instructions are received to make preliminary preparations for conducting either a full scale wage survey or a wage change survey.

Section 3.

The Employer agrees to provide the Union a copy of any official pay schedule which affects bargaining unit employees.

ARTICLE 33

ORIENTATION OF NEW EMPLOYEES

Section 1.

All new unit employees will be informed by the Employer that NFFE is the exclusive representative of employees in the unit. Each new unit employee will be given a copy of this Agreement and any supplement by the Employer.

Section 2.

A representative of the Union shall be afforded a reasonable period of time to speak at group orientation sessions, when scheduled, to provide unit employees with an introduction to the role of the Union. The Union Representative may not solicit membership during this presentation.

Section 3.

The Employer will furnish the Union the following information regarding new unit employees within thirty (30) days from the date they entered on duty:

- Full name;
- Position, title and grade;
- Organizational assignment;
- Date of entrance on duty.

ARTICLE 34

ALLOTMENT OF UNION DUES

Section 1.

The Employer shall deduct Union dues from the pay of employees in the unit, subject to the following provisions.

- A. The Union will procure Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues", and furnish them to unit employees desiring to authorize an allotment for withholding of dues from their pay.
- B. If the amount of regular dues is changed by the Union, the Employer's payroll office will be notified in writing by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for the third pay period following receipt of the notice in the payroll office, unless a later date is specified by the Union. Only one (1) such change may be made in any period of twelve (12) consecutive months.
- C. Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187's by the ACSS payroll office.
- D. The Union will promptly notify the ACSS payroll office within five (5) calendar days, in writing, when the Union terminates an employee.

Section 2

The agency payroll office will prepare a biweekly remittance check at the close of each pay period for which deductions are made, and forward it to the Treasurer of the National of Local Union. The check will be for the total amount of dues withheld for that pay period. The agency payroll office may forward to the Union a listing of the members and the amounts withheld.

Section 3.

A member may voluntarily revoke an allotment for payment of dues by filling out an SF-188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues and submitting it directly to the payroll office. The Employer will furnish copies of the SF-1188 to the employee on request. After receipt of such notice by the payroll office, the revocation will become effective on the anniversary of the date when the deduction began.

ARTICLE 35

UNIFORMS

Section 1

This article sets forth the terms and conditions for providing, maintaining, and the wearing of the ACSS Unit Employees uniform.

Section 2

Employees will be provided a uniform in accordance with applicable laws, rules and regulation.

- A. The initial uniform issuance will consist of four shirts and one baseball cap. Employees will wear the issued shirt at all times when in a duty status. Employees may wear the issued baseball cap at their discretion. Since the use of the baseball cap is optional, the baseball cap will be issued only to those employees who request it. A logo or insignia may be added at management's discretion.
- B. Three replacement shirts will be issued annually. If possible, provisions will be made to allow employees to purchase additional shirts.
- C. When wearing the uniform, employees will at all times present a neat appearance, i.e., clothes cleaned, pressed, and in an acceptable state of repair. Employees shall not be required to wear the uniform to and from work.

Section 3

Depending on the job; employees will be required to wear protective footwear (safety shoes). The Employer will provide employee with the required protective footwear.

ARTICLE 36

DRUG-FREE WORKPLACE PROGRAM

Section 1.

The Employer, as a result of the nature of its defense mission, has a compelling obligation to eliminate illegal drug use. The performance of sensitive and critical duties by employees who use illegal drugs could adversely affect personnel safety, risk damage to government property, significantly impair day-to-day operations or expose extremely sensitive intelligence information. It is the Employer's policy to fully implement Executive Order 12564 and Public Law 100-71 to achieve a drug-free workplace. A successful program depends on employees being informed of the hazards of drug use and providing assistance to drug abusers. Therefore, the Drug-Free Workplace (DFWP) includes policies and procedures for education, assistance and identification of drug use through drug testing.

Section 2.

The goal of the DFWP is deterrence of illegal drug use through a carefully controlled and monitored program of drug testing. The program will include:

- A. Procedures for random testing of employees in testing designated positions and other employees who volunteer to be included in random testing.
- B. Procedures for testing of employees when:
 - 1. There is reasonable suspicion that an employee may be using drugs,
 - 2. Authorized as a part of an investigation of an accident or unsafe practice,
 - 3. Conducted as part of or follow-up to a rehabilitation or counseling program under the Civilian Employee Assistance Program (CEAP).
- C. ACSS testing designated positions.

All drug testing will be conducted in compliance with the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, and Department of Defense regulations.

Section 3.

The list of ACSS testing designated positions (TDP's) will be provided to the Union. This list comprises the Department of Defense positions determined to be appropriate for random drug testing along with the criteria and justification on which the testing along with the criteria and justification on which the determination was based. The TOP list will be used by the Employer to identify and designate the unit positions that will be subject to random testing.

Section 4.

CEAP will be used to provide initial counseling and referral of unit employees who have been identified as users of illegal drugs through a verified positive drug tests, self admission or by other means. CEAP will also monitor employee's progress through treatment and rehabilitation.

Section 5.

Education and training will be provided for unit employees. This will include appropriate information on recognizing drug problems and the effects on performance and conduct; the relationship of CEAP to DFWP DoD and ACSS policy of discipline for illegal drug use; and responsibilities in connection with civilian drug testing.

Section 6.

Appropriate administrative action will be initiated in every instance of illegal drug use.

- A. Any unit employee found to use illegal drugs shall be referred to CEAP. If such employee occupies a sensitive position, he or she will immediately be removed from the sensitive position. However, as part of a counseling or rehabilitation program, any employee may be returned to the sensitive position by the Employer.
- B. Disciplinary/adverse action shall be initiated against any employee found to use illegal drugs, except as indicated in Section 7 below. The severity of the action will depend on the circumstances of each case, and will be consistent with applicable law and regulation. Any employee who fails to appear for testing without a deferral, who refuses to be tested when appropriately directed, or who adulterates a sample, will be subject to discipline/adverse action.
- C. Action to remove an employee shall be initiated in all cases when:
 - 1. the employee refuses to obtain counseling or rehabilitation through CEAP after having been found to use illegal drugs; or
 - 2. the employee has failed to refrain from illegal drug use after a first finding of illegal drug use.

Section 7.

The DFWP includes a provision to create a "safe harbor (immunity from discipline for admitted illegal drug use) for any employee who:

- A. Voluntarily identifies himself or herself as a user of illegal drugs prior to being identified by other means, and before being officially informed of an impending drug test;

- B. Obtains counseling and rehabilitation through CEAP;
- C. Agrees to be periodically tested, as required by the Employer or a rehabilitation agency, during counseling and rehabilitation and during the post-treatment and evaluation phase;
- D. Consents, in writing, to release of all records related to drug counseling and rehabilitation, including urinalysis test results, to appropriate management and CEAP officials; and
- E. Refrains thereafter from using illegal drugs.

ARTICLE 37

UNFAIR LABOR PRACTICES

Section 1.

The resolution of complaints that arise under 5 U.S.C. 7116, Unfair Labor Practices (ULP) should be handled informally and between the Parties. In an effort to resolve such issues, the informal resolution period shall consist of, as a minimum fifteen (15) calendar days. The fifteen (15) calendar day informal resolution period begins on the date of receipt of the written informal complaint from the charging party.

Section i.

If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. All time limitations prescribed in law and FLRA regulations concerning the filing of ULPs apply and are not otherwise affected by this informal resolution period.

ARTICLE 38

DURATION AND TERMINATION OF AGREEMENT

Section 1.

This Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency. Either party may request commencement of negotiations not more than 105 days nor less than 60 days prior to its expiration. If neither party serves notice of its intent to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year periods. This Agreement shall terminate at any time it is determined that the Association is no longer entitled to exclusive recognition as set forth in 5 USC 7111.

Section 2.

When a negotiability appeal that arises out of the negotiations of this Agreement has been decided by the appropriate authority, and the issue has been found to be negotiable, the parties shall negotiate on the issues found negotiable within sixty (60) days of the final decision. Agreements reached or settlements imposed shall become addenda to the Agreement.

Section 3.

Subject to Section 2. above and except for the first 12-month period following approval of this agreement, it may be opened for amendment at any time by written mutual consent of the parties.

APPENDIX A

	REQUEST FOR OFFICIAL TIME			
X	REASON FOR REQUEST (X) AS APPROPRIATE			
	COMPLAINT/SETTELMENT - CONFERENCE			
	GRIEVANCE INVESTIGATION Circle One: (Pre-Grievance, Step 1, 2, 3)			
	GRIEVANCE DISCUSSION Circle One: (Pre-Grievance, Step 1, 2, 3)			
	REPLY Circle One: (Proposed Disciplinary, Adverse Action, Performance Based Action, etc.)			
	ATTEND EMPLOYER MEETING		BARGAINING	TRAINING
	ARBITRATION / HEARING		APPEAL	
	OTHER (Indicate)			

DESTINATION	EMPLOYEE NAME (if applicable)	ESTIMATED TIME From: To: Date:
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REPRESENTATIVE SIGNATURE

APPROVED	DELAYED (Write Reason(s) for Delay)
-----------------	--

COMMENTS

SUPERVISOR'S SIGNATURE	DATE
TIME ARRIVED AT DESTINATION	TIME DEPARTED DESTINATION
REPRESENTATIVE SIGNATURE	SIGNATURE OF SUPERVISOR VISITED
REPRESENTATIVE TIME OF RETURN	ACTUAL HOURS USED
RETURN REPRESENTATIVE SIGNATURE	SUPERVISOR'S SIGNATURE
DATE	DATE

This AGREEMENT is executed on 27 June 1996, to become effective within thirty (30) days or upon agency head approval, whichever is earlier.

FOR THE EMPLOYER:

FOR THE UNION:

Name & Signature Redacted
Superintendent
Antilles Consolidated School System

Name & Signature Redacted
President.
NFFE Local #2158

Name & Signature Redacted
Chief Negotiator
Labor Relations Specialist

Name & Signature Redacted
Chief Negotiator
NFFE National Representative

Name & Signature Redacted
Negotiating Team Member

EFFECTIVE DATE: JULY 31, 1996