

# **Collective Bargaining Agreement**

between

**Defense POW/MIA Accounting Agency (DPAA)**

and

**International Federation of Professional and  
Technical Engineers (IFPTE): LOCAL No. 121**



Implementation Date: February 10, 2017

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## **PREAMBLE**

This collective bargaining agreement (CBA) is made between the Defense POW/MIA Accounting Agency (DPAA) hereinafter "the Agency," and the International Federation of Professional and Technical Engineers, Local 121 (IFPTE), hereinafter "the Union," collectively "the parties."

## **WITNESSETH**

WHEREAS, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS, this CBA should be interpreted in a manner consistent with the requirement of an effective and efficient Government;

NOW THEREFORE, the parties hereto agree within the meaning of the Civil Service Reform Act of 1978, hereinafter "the Statute," as follows:

## **ARTICLE 1: EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

### **Section 01.01**

The Agency recognizes the Union as the exclusive representative of all employees covered by this CBA with respect to grievances, personnel policies and practices or other matters affecting general working conditions in accordance with certificate case number SF-RP-15-0010, dated May 14, 2015.

### **Section 01.02**

The provisions of this CBA shall apply to those activities of the Agency affecting members of the bargaining unit, which is defined as:

Included: All professional employees of the Defense POW/MIA Accounting Agency (DPAA).

Excluded: All nonprofessional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112 (b)(2),(3),(4),(6), and (7).

### **Section 01.03**

The provisions of this CBA also apply to the parties when bargaining unit employees are temporarily assigned outside of DPAA, to the extent that the Agency retains control of the employees in their work assignments, consistent with law and applicable regulations.

## **ARTICLE 2: UNION DUES WITHHOLDING**

### **Section 02.01 Employee Eligibility**

Pursuant to 5 U.S.C. § 7115, payroll deduction from Employee pay for Union dues shall be made from members in the unit who voluntarily request such dues deductions.

### **Section 02.02 Forms**

The Union shall be responsible for providing, certifying proper completion of, and transmitting to the Human Capital Directorate the Standard Form 1187, request for payroll deductions for labor organization dues.

### **Section 02.03 Frequency of Deduction**

Dues will be withheld from the bi-weekly paychecks of Employees who have authorized such deduction in accordance with this article.

### **Section 02.04 Changes to Dues Withholding**

- a. A Union change of the amount of dues deducted may not be made more often than once during the calendar year as determined by the IFPTE and/or voted upon and approved by the Local Union. Such a change will normally become effective no later than the first full pay period after receipt of the request by the servicing payroll office from the respective Local Union President (or designee).
- b. The Agency will terminate the dues allotment by the end of the first full pay period during which any of the following actions takes place:
  1. The Employee leaves the unit because of supervisory promotion, reassignment or other position change out of the bargaining unit, or upon the separation or transfer of the employee from the rolls of the Agency.
  2. The certification of the Union as the exclusive representative for the unit is withdrawn.
  3. The Employee is suspended or expelled from membership in IFPTE. The Union agrees to notify promptly the servicing payroll office in writing when any member of the Union is expelled or for any reason ceases to be a member in good standing.
- c. An Employee may request revocation of his allotment during the 30 (thirty) day period prior to the anniversary date on which the Employee authorized the dues deduction. Revocation becomes effective as of the first pay period following the anniversary date. It is the Employee's responsibility to see that his written Revocation Form 1188 is delivered timely to the Human Capital Directorate.

### **Section 02.05 Erroneous Payment of Dues**

Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on their Earnings and Leave Statements. Failure or delay by an Employee to promptly initiate and actively pursue any such errors after 30 days will void a claim of overpayment and may release the Agency from any obligation to reimburse the Employee with dues withheld. The Union is responsible for refunding to the Employee any unauthorized deductions or erroneous payments of dues to the Union.

## **ARTICLE 3: DUTY TO BARGAIN AND SCOPE**

### **Section 03.01**

The parties to this CBA have a duty to bargain collectively on the conditions of employment affecting employees in the bargaining unit. This mutual obligation to meet at reasonable times to consult and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal statute.

### **Section 03.02**

The duty to bargain is as set forth in the Labor Statute.

### **Section 03.03**

In the administration of all matters covered by this CBA, the parties are governed by the following: existing and future laws; Government-wide rules and regulations in effect upon the effective date of this CBA; and Government-wide rules and regulations issued after the effective date of this CBA that do not conflict with this CBA.

### **Section 03.04**

- a. It is agreed that proposed changes in conditions of employment affecting employees in the bargaining unit and for which there is an obligation to bargain shall be accomplished by presenting a draft of the proposed changes to the Union and permitting a sufficient time (not more than ten (10) calendar days from receipt) for study and submission of proposals. The Union agrees that, should it fail to submit proposals within the prescribed time, the Agency may then proceed to implement the proposal. Should an unforeseen impact result from a change in condition of employment within six months of implementation, the Union may submit a proposal and negotiations will commence within ten calendar days from receipt of Union's proposal. If the Union submits proposals, negotiations will commence within ten (10) calendar days from receipt of the Union's proposals, unless the parties agree to a later date. Should negotiations take place, normal conduct of negotiations govern, including third party proceedings.
- b. The foregoing does not preclude the Agency from implementing policies and procedures at any time it is deemed necessary to insure effective and efficient operations as mandated by 7101(b) of the Statute. In such event, the parties will continue negotiations even after the change has been implemented. The time limits set forth in this paragraph may be extended by mutual agreement of the parties.

### **Section 03.05**

Normally, the Union point of contact for the purpose of negotiating on any issue regarding the administration or application of this CBA shall be the Contract Administrator or the designated representative. If neither of these officials is available, the Union will insure that a duly authorized representative will be available and have full authority to perform such functions. The point of contact for the Agency will be the DPAA Human Capital Directorate.

## **ARTICLE 4: LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)**

### **Section 04.01**

To encourage productive labor/management relations, a meeting between the Union and Agency shall be held monthly unless otherwise agreed. Such meeting shall serve to provide the Agency and the Union an opportunity to develop an understanding of problems relating to the labor/management relations program. Pending meetings will not delay or stay management's right to act or implement change in accordance with provisions of this CBA.

### **Section 04.02**

Participants will be designated by the Union and Agency respectively, not to exceed two (2) Representatives from each side. Subject matter experts may attend upon mutual agreement of the Parties.

### **Section 04.03**

At least 2 (two) working days prior to the date of the meeting, the Union Representative will submit no-later-than close of business to the Agency a list of proposed agenda items. At the same time, the Agency will submit to the Union a list of proposed agenda items. If neither Party submits agenda items, no meeting may be held. Agenda items will normally be limited to overarching issues affecting the labor/management relations program.

### **Section 04.04**

By mutual consent, special meetings may be called following written notice of normally not less than 5 (five) workdays; the subject matter must be clearly identified in the notice.

## **ARTICLE 5: GENERAL PROVISIONS**

**Section 05.01**

The Agency will make the CBA available to all bargaining unit employees, including newly hired employees, via electronic means. The Agency will inform newly hired bargaining unit employees during orientation of the Union's status as the exclusive representative of all bargaining unit employees. Upon Entrance on Duty, the Union will be allowed to meet privately with new employees for 15 minutes.

**Section 05.02**

Neither the Union nor the Agency will file an unfair labor practice charge against the other without first attempting to resolve the matter informally with the other party. If a resolution is not achieved, either party may document the results of the meeting.

**Section 05.03**

The Agency will permit the Union to post labor organization notices, bulletins and other information on an official bulletin board. The Union will not post internal Union business on the bulletin board. Information posted on the bulletin board must not violate any law, this CBA, the security of the activity or contain scurrilous or libelous material.

**Section 05.04**

Upon request, the Agency agrees to furnish the Union a list of employees in the bargaining unit. The list shall contain the name, title, and series of employees. The frequency of providing lists shall not exceed twice in a calendar year.

**Section 05.05**

Nothing in this CBA shall be construed as a bar to the rights of an employee to bring matters of personal concern to the attention of their congressional and other legislative representatives.

**ARTICLE 6: MANAGEMENT RIGHTS**



### **Section 06.01**

It is recognized that the customary and usual rights, powers, functions and authority of management officials are vested in management officials of the Agency.

In accordance with the Statute, these include the rights, subject to the subsection (2) of this section, nothing in this chapter shall affect the authority of any management official of any agency:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. in accordance with applicable laws;
  1. 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;
  2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  3. with respect to filling positions, to make selections for appointments from;
    - i. among properly ranked and certified candidates for promotion; or
    - ii. any other appropriate source; and
  4. to take whatever actions may be necessary to carry out the agency mission during emergencies.

### **Section 06.02**

Nothing in this section shall preclude any agency and any labor organization from negotiating:

- a. 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;
- b. procedures which management officials of the agency will observe in exercising any authority under this section; or
- c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## **ARTICLE 7: EMPLOYEE RIGHTS**

### **Section 07.01**

The Agency and the Union agree that employees shall have and shall be protected in the exercise of their rights freely and without fear of penalty or reprisal to form, join and assist any labor organization or to refrain from any such activity. The right to assist such an organization shall extend to participation in the management thereof and acting as a representative of the organization, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

### **Section 07.02**

It is further agreed that the rights described in Section 07.01, preceding, do not extend to participating in the management of any labor organization or acting as a representative of any such organization where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

### **Section 07.03**

The Union and Agency agree that resolution of matters arising between employees and the Agency be accomplished as informally as possible between the individual employee and at the lowest level of supervision practicable. The Agency agrees that employees of the bargaining unit shall have the right to communicate with their steward during working hours at the employee's work site as authorized in Article 9, Section 09.04.

### **Section 07.04**

A reasonable amount of official time may be granted to an employee, in accordance with this CBA, to present their grievance to the Agency and/or to prepare and present an appeal of an adverse action (as defined in Article 25: Adverse Actions) in accordance with applicable regulations.

### **Section 07.05**

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

### **Section 07.06**

All provisions of this CBA shall be applied fairly and equitably to all employees in the bargaining unit.

### **Section 07.07**

Relationships between employees and their managers should be mutually conducted in a businesslike, courteous and tactful manner. In dealing with the employees and the Union, the Agency will respect their dignity. The employees and the Union will do the same with respect to the Agency.

### **Section 07.08**

Nothing in this CBA shall prohibit an employee from being represented by a Union steward (as long as they are not representing them in a Union capacity) at any stage of the EEO complaint process.

## **ARTICLE 8: UNION RIGHTS**

### **Section 08.01**

It is agreed that the parties shall bargain or consult, as appropriate, on matters involving personnel policies and practices and matters affecting working conditions that fall within the scope of the Agency's authority. Normally, it is recognized that this CBA is not all-inclusive and the fact that certain working conditions have not been specifically covered in the CBA does not limit the responsibility of either party to bargain or consult as appropriate with the other in accordance with the Statute.

### **Section 08.02**

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 bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or
- b. Any examination of an employee in the bargaining 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.

### **Section 08.03**

Reasonable notice to the Union of a formal meeting will be sufficient if provided to either the steward or the Contract Administrator.

## **ARTICLE 9: UNION REPRESENTATION**

### **Section 09.01**

The Union will supply the Agency, as changes occur, with a complete list of all Union officials/representatives and bargaining unit stewards.

### **Section 09.02**

The Agency agrees to recognize those stewards duly designated by the Union. The number of stewards shall not exceed four (4), with one being a chief steward who will serve as the primary point of contact for the Agency. The Agency also agrees to two (2) alternate stewards. An alternate steward may be activated only in the absence of a steward and upon notification to the Agency, e.g., scheduled temporary duty assignment (TDY). The Agency and the Union recognize that the need for a change in the number of stewards may develop and agree to consider proposals for such changes together with the reasons supporting the proposals.

### **Section 09.03**

Stewards and other employees shall first obtain permission from their supervisors when necessary to leave their jobs for the purpose of participating in any meeting or discussion connected with labor-management relations, and shall report back to their supervisor at the time they return to the job. If the employee's supervisor is not available, they shall request permission from their next higher-echelon supervisor to leave the job. It is understood that in responding to the steward's request, the supervisor has the right to be informed where the steward wants to go, the general nature of the cause for the request, the expected duration of the absence, and other related matters. A steward desiring to discuss a work related matter with an employee shall also obtain permission from the employee's supervisor before contacting the employee. Contacts between employees and stewards will normally take place in the immediate vicinity of the employee's work area. If the steward and employee cannot find a place in the immediate vicinity of the employee's work area with a reasonable degree of privacy, the steward may attempt to secure an available conference room in the same building as the employee's work area and, if successful, will inform the employee's supervisor of where the steward's discussion with the employee will take place. If there is no conference room in the building where the employee's work area is located, and no place of reasonable privacy, the steward may seek to secure a conference room in the building with the assistance of the Front Office or supervisors within a reasonable amount of time.

### **Section 09.04**

The Agency will authorize reasonable official time during work hours without loss of pay or benefits to permit stewards to carry out their representational functions. Reasonable official time will be granted for the following:

- a. To consult and/or meet and confer with supervisors or other management officials.
- b. To be the representative of employees in presentation of grievances. Stewards will assiduously guard against the excessive use of time off the job for these activities. Time off from work granted to stewards shall not be used for: discussion of any matters connected with the internal management or operations of the Union or any other labor organization; the collections of dues, assessments, or other funds; the solicitation of memberships; campaigning for elective office in the Union or other labor organization; the distribution of literature or authorization cards; or the solicitation of grievances or complaints.
- c. To perform other representation functions, as appropriate.

**Section 09.05**

Stewards will not be discriminated or retaliated against or transferred from one location to another due solely to legitimate labor organization activities permitted under the provisions of applicable regulations or this CBA.

**Section 09.06**

Stewards will normally handle matters within their cognizance at all levels of management.

## **ARTICLE 10: HOURS OF WORK**

### **Section 10.01**

Hours of work will be in accordance with the Flexible Work Schedules (FWS) described in Memorandum for Defense POW/MIA Accounting Agency (DPAA) Subject: Agency Hours of Work, dated 25 November 2015, and Administrative Instruction (AI) No. 28, *Overtime, Prescribed Hours of Duty, and Alternative Work Schedules for Civilian Employees*. Any changes to hours of work will be negotiated prior to implementation as allowed for by the Labor Statute.

### **Section 10.02**

In effecting any changes in an employee's basic workweek, the Agency shall give the affected employee at least seven (7) days' notice prior to the start of the administrative workweek in which the changes will take effect, except for special circumstances allowed by regulation. The days and/or hours of an employee's basic workweek shall not be changed for any period of less than one full week, except as allowed by regulation. The Agency has the right to establish or change work schedules as required to maintain or improve the efficiency of operations, in accordance with applicable regulations. Absent exigent circumstances, the Agency will notify the Union prior to changing an employee's basic workweek.

### **Section 10.03**

Employees desiring to change their hours of duty will make the request to their immediate supervisor using the Flexible Work Schedule Request Form v2. Requests to change hours of duty shall include the hours of work, period of accommodation, reason, and pertinent supporting documentation (e.g., school policy, medical report, mission requirement, etc.). In making a determination the supervisor may consider, inter alia, the Employee's compelling needs for the request, the needs for the employee's services, the Agency's requirement for efficient work operations, and reduction of costs.

### **Section 10.04**

Where two or more employees request a change in hours of duty and not all of the employees can be accommodated, the Agency may consider the employee's organizational assignment, position, qualifications, dependability, knowledge of the work involved, and if applicable, medical condition, and whether the agency would be seriously handicapped in carrying out its function. The Agency may also consider any compelling need presented by the employee. Where the above factors are roughly equal, and cost would not be substantially increased the Agency may consider selecting the employee with greater seniority. Seniority will be determined by the employees' Service Computation Dates (SCD) (leave), as show on the employee's SF-50.

### **Section 10.05**

The following compelling needs are examples of family friendly situations that may be considered, unless disapproval is necessary as described in Section 10.03 and 10.04 above, including but not limited to the following:

- a. Family Care.
- b. Pick up and/or drop off of a minor child at school or child care facility.
- c. Employee is the only driver in the family and must drop off spouse and children.
- d. Care for a family member (spouse, child, parent or in-law, or household member) with a medical condition who is incapable of caring for themselves.

- e. Medical Condition (e.g. employee should not be driving in peak traffic hours due to a medical condition).

#### **Section 10.06**

It is understood that, in the situation described in Section 10.04 above, where a competing employee has a compelling need but less seniority than another competing employee, the compelling need will outweigh the seniority. Where two competing employees have compelling needs, all other factors are equal, and only one may be chosen, the Agency will select based on greater seniority, rather than on the basis of the more compelling need.

#### **Section 10.07**

The Agency agrees to consider an employee's request for a rescheduling of the employee's workweek to allow the employee to take courses in an educational institution. In order for the request to be considered, it must not interfere with the accomplishment of the employee's work. The employee will still be required to work a 40-hour workweek and no premium pay will be paid solely because of rescheduling. The course taken should equip the employee for more effective work in the agency.

#### **Section 10.08**

For hours of work during temporary duty, see Article 17: Mission and Routine TDY.

## ARTICLE 11: OVERTIME

### **Section 11.01**

Overtime work shall be compensated at the appropriate overtime rates in accordance with law and regulation. Overtime during TDY/TAD missions are covered in Article 17: Mission and Routine TDY.

### **Section 11.02**

While at an employee's home station place of duty (i.e. JBPHH, Washington D.C., Offutt, or forward Detachments), employee's overtime is subject to rules and regulations governing overtime and compensatory time for employees under a flexible work schedule in accordance with AI No. 28, *Overtime, Prescribed Hours of Duty, and Alternative Work Schedules for Civilian Employees*. Any changes to AI No. 28, *Overtime, Prescribed Hours of Duty, and Alternative Work Schedules for Civilian Employees* will be negotiated with the Union, in accordance with the Statute, prior to implementation.

### **Section 11.03**

Employees assigned to overtime work will be given as much advance notice as practicable and will respond in a responsible manner. Employees must recognize and accept their special obligation for responsiveness to call back overtime when urgent/emergent conditions necessitate the use of call back.

### **Section 11.04**

- a. In assigning overtime work, the Agency shall not assign overtime work as a reward or penalty. All assignments to overtime shall be done in a fair and equitable manner.
- b. When it becomes necessary to continue work on a particular job on an overtime basis (unscheduled), the Agency may consider assigning the employees who are currently working on that job.
- c. When the need for overtime work is known in advance, the Agency will assign the overtime work as fairly as practicable.
- d. Full consideration must be given to such factors as the relative skill and ability of available employees, the organizational assignment of employees, specialized training, dependability of the employee, knowledge of the particular type of work involved and employee medical and physical condition.
- e. The expressed desire of employees to receive overtime assignments, or not to receive such assignments, may also be considered; however, the aforementioned factors will take precedence.

### **Section 11.05**

Employees called back to work shall receive at least two (2) hours "call back" pay at the applicable overtime rate, although they may work less than two (2) hours, in accordance with applicable regulations.

### **Section 11.06**

Subject to the Agency's right to assign work, employees will be given the opportunity for an unpaid meal period if the employees are scheduled to work more than two (2) hours of overtime following their shift.



## **ARTICLE 12: HOLIDAYS**

### **Section 12.01**

In accordance with AI No. 28, *Overtime, Prescribed Hours of Duty, and Alternate Work Schedules for civilian employees*, holidays may be observed as non-workdays to the extent practicable consistent with work load and manpower requirements as determined by the Agency.

### **Section 12.02**

Any employee having annual leave to their credit may request annual leave for any workday which occurs on the employee's birthday or a religious holiday associated with the religious faith of the employee.

### **Section 12.03**

Pay for holiday work shall be computed in accordance with applicable laws and regulations.

## **ARTICLE 13: HEALTH AND WELFARE**

### **Section 13.01**

The Union will lend its support to the Agency in encouraging participation in programs and activities of benefit to employees in the bargaining unit, such as the DPAA Morale and Advisory Council (DMAC).

### **Section 13.02**

- a. The Agency will staff the DMAC Executive Committee and related committees by first calling for volunteers from designated areas. If there are insufficient volunteers, the Agency will assign employees that have not volunteered to committee/related committee vacancies by inverse order of seniority.
- b. Once having been chosen by inverse order of seniority, the selected employees will be excluded from the pool of eligible employees until the pool has been exhausted.
- c. The Agency recognizes the Union's right to be invited to any meeting which would constitute a formal discussion.
- d. The DMAC Executive Committee will provide recommendations on related committee functions to leadership who will assign work as needed.

### **Section 13.03**

The Health and Welfare objectives are to promote and develop harmony, understanding and good will among DPAA employees; to promote the welfare, growth and development of employees; and to provide recreational and athletic programs.

### **Section 13.04**

Normally, administrative leave may be granted to employees for participation in Health and Wellness Programs. Administrative leave may be used in combination with personal time at lunch or annual leave, not to exceed one hour per occurrence or three hours per week. Supervisors shall determine and be the final approval authority in all situations where employees may be excused from duty without charge of leave.

## **ARTICLE 14: SICK LEAVE**

### **Section 14.01**

In accordance with AI No. 67, *Leave Administration*, the Union joins the Agency in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness in the future.

### **Section 14.02**

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

### **Section 14.03                      Advanced Sick Leave**

- a. At the beginning of a leave year or at any time thereafter when required by the exigencies of the situation, an agency may grant advanced sick leave in the amount of:
  1. Up to two hundred forty (240) hours to a full-time employee—
    - i. Who is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
    - ii. For a serious health condition of the employee or a family member;
    - iii. When the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
    - iv. For purposes relating to the adoption of a child; or
    - v. For the care of a covered service member with a serious injury or illness, provided the employee is exercising his or her entitlement under 5 U.S.C. § 6382(a)(3).
  2. Up to one hundred four (104) hours to a full-time employee—
    - i. When he or she receives medical, dental or optical examination or treatment;

- ii. To provide care for a family member who is incapacitated by a medical or mental condition or to attend to a family member receiving medical, dental, or optical examination or treatment;
- iii. To provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or
- iv. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

b. Two hundred forty (240) hours is the maximum amount of advanced sick leave an employee may have to his or her credit at any one time. For a part-time employee (or an employee on an uncommon tour of duty), the maximum amount of sick leave an agency may advance must be prorated according to the number of hours in the employee's regularly scheduled administrative workweek.

#### **Section 14.04**

Requests for sick leave shall be submitted as far in advance as possible.

#### **Section 14.05**

It is agreed and understood that it is the responsibility of the employee to see that their supervisor is notified by telephone or other means if the employee is prevented from reporting to work because of an incapacitating illness or injury. Employees who desire sick leave because they are unable to report to work must request the leave no later than two (2) hours from their scheduled start time unless they have a bona fide reason for not doing so. In such instances, they will call as soon as possible. Employees sent home from work because of illness normally shall be subject to the foregoing reporting requirement on the following workday if still incapacitated.

#### **Section 14.06**

Consistent with applicable regulations, employees may have up to 480 hours of accrued sick leave to care for a family member with a serious health condition.

## **ARTICLE 15: ANNUAL LEAVE**

### **Section 15.01**

In accordance with AI No. 67, *Leave Administration*, the Agency will consider the need for the employee's services, workload, and manpower requirements among the factors in making a determination on an employee's request for annual leave.

### **Section 15.02**

The Agency agrees to establish and adhere to a leave schedule insofar as possible. It is agreed that employees will be consulted in the establishment of such a schedule, and full consideration may be given to each employee's one most preferred leave period. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration may be given to such factors as operating needs, and skill availability. Where all other factors are judged to be substantially equal by the Agency, the employee with greatest seniority may be given preference for the desired leave period. Seniority will be determined by the employee's SCD (leave), as shown on the employee's SF-50. Employees may request changes to the schedule where there is no conflict involved.

### **Section 15.03**

Requests for annual leave will be submitted to the appropriate supervisor as early as possible but not less than twenty-four (24) hours in advance. Employees who desire annual leave because they are unable to report to work due to unforeseen circumstances must request the leave no later than two (2) hours from their scheduled start time unless they cannot do so. In such instances they will call as soon as possible. Any request for unscheduled annual leave will be considered on an individual basis by the appropriate supervisor before the leave is approved or denied. Absences without authorization may subject the employee to disciplinary action.

### **Section 15.04**

When the Agency finds it necessary to disapprove a request for annual leave or to cancel previously approved leave, the Agency will explain the reasons for such action in writing to the affected employee as soon as practicable. Should a situation arise where the Agency may have to cancel previously approved leave, the Agency will give due consideration to employees whose leave includes non-reimbursable plane tickets.

### **Section 15.05**

Employees and the Agency have a mutual responsibility to schedule annual leave for planning purposes, as well as to avoid forfeiture of leave because of the limitation of maximum leave that can be carried forward to the succeeding leave year.

### **Section 15.06**

Supervisors may grant advance annual leave consistent with AI No. 67, *Leave Administration*.

## **ARTICLE 16: EXCUSED ABSENCES**

### **Section 16.01**

Other leave and absences will be in accordance with AI No. 67, *Leave Administration*.

### **Section 16.02**

Requests for leave of absence without pay will be considered on their individual merit and will be routed to the Human Capital Directorate via the supervisor.

### **Section 16.03**

The Agency agrees that when given adequate advance notification in writing that an employee in the unit has been elected or appointed to a union office or as a delegate to any union activity requiring a leave of absence, such employee may be granted annual leave and/or leave without pay consistent with regulations, work load requirements, and the need for the employee's services.

### **Section 16.04**

As a general rule, when the voting polls are not open at least three hours either before or after an employee's regular hours of work, such employee may be granted an amount of excused leave to vote that will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. Employees who do not intend to vote are not entitled to such time off.

### **Section 16.05**

Where the activity head closes all or part of DPAA due to unanticipated curtailment of operations based on extreme weather, natural disasters, or unforeseen interruptions of transportation or building services, the Agency will make reasonable efforts to inform all affected employees.

### **Section 16.06**

Employees affected by severe weather, that has been declared by State or Federal Government, will follow applicable guidelines for their effected duty location.

### **Section 16.07**

Consistent with laws, rules, and regulations, employees may request excused absence for the purpose of donating blood if the blood donation is not for the employees' own use and if the employees do not receive compensation for giving blood.

### **Section 16.08**

Court leave will be requested and approved, as appropriate, in accordance with AI No. 67, *Leave Administration* and 5 U.S.C. § 6322.

### **Section 16.09**

- a. The Agency may grant twelve (12) weeks of maternity leave upon the birth event or release from hospitalization following a birth event. Normally the granting of leave for maternity reasons is a combination of sick leave, annual leave, and leave without pay following appropriate regulations. With administratively acceptable documentation, sick leave may be used to care for the child when the child is ill. If sick leave is exhausted, annual leave may be granted, if available, or leave without pay. After delivery the employee may desire a period of adjustment or lead time to make arrangements for the care of the child. Such additional leave requirements must be taken care of by the use of available annual leave or leave without pay.

- b. The employee is responsible for notifying the Agency of their intent to request leave for maternity reasons, including the type of leave, approximate dates, and anticipated duration. This will allow the Agency to prepare for any staffing adjustments necessary to compensate for the employee's absence.
- c. The Agency may make a reasonable effort to accommodate a pregnant employee's request for a modification of duties or temporary assignment for medical reasons when the request is supported by acceptable medical evidence.

**Section 16.10**

Notwithstanding the above, nothing contained in this article will restrict the Agency's ability to require the presence of an employee pursuant to its right to assign work under 5 U.S.C. § 7106 (2)(B), should the Agency determine that the employee's services are necessary.

## **ARTICLE 17: MISSION AND ROUTINE TDY**

### **Section 17.01**

In addition to all applicable laws, rules, and regulations, the following rules shall apply to employees traveling on TDY outside their home duty station.

### **Section 17.02**

The Union and Agency recognize the uniqueness of TDY travel within DPAA (i.e., traveling across multiple time zones, crossing the International Date Line, and/or traveling over 8 consecutive hours). In order to ensure appropriate accommodations, while maximizing flexibility, adjustments to employee work schedules may be permitted on a case by a case basis with Agency approval, in conjunction with TDY travel and if mission requirements permit.

### **Section 17.03                      Mission**

- a. While on TDY missions in support of investigation or recovery operations, employees may be entitled to compensatory time, in accordance with applicable laws, rules, and regulations, for hours worked.
- b. In support of approved TDY missions performing investigation/recovery field operations (does not include archival trips, site visits, forensic reviews, etc.), employee hours of work are subject to the Mission Commander or his/her delegated authority (e.g. Team Leader). The days worked and the start and stop times are set by the Mission Commander or his/her designee in consultation with the investigation/recovery experts.
- c. The Mission Commander or his/her designee, with input from the subject matter expert (SRE or IE), may schedule one day off, or one day for report writing, witness interviews at the hotel, document analysis or refit if mission requirements permit.
- d. In most cases, employees may not be required to work more than sixteen (16) hours in a 24-hour period, except in those situations where the completion of the job or the nature of work makes it imperative that the employee continues on the job for a longer period. In such an event, the employee may be given time off to prevent working beyond the eighty (80) hour pay period. When the employee believes his health or fatigue necessitates rest, he may bring his concern to his supervisor and request to be released from the job.
- e. The employees and the employers are responsible for keeping track of their hours worked. Each employee is responsible for knowing how many hours of overtime they can work before they exceed the applicable statutory pay limitations.
- f. Employees will receive appropriate occupational health support if injured while performing investigation/recovery operations on approved TDY missions and are covered under the Federal Employee Compensation Act (FECA). The care may include any of the following: immediate primary care, stabilization, evacuation to the United States, and/or transportation to the appropriate health care provider. However, if the injury occurred when the employee deviated from the normal affairs of the trip and engaged in activities, personal or otherwise, that are not reasonably related to the employment duties, the employee is not covered under FECA.
- g. In most cases, the Agency will ensure medical staff, assigned to teams, is adequately informed of civilian medivac procedures and care. Employees may discuss specific medical concerns (e.g., allergies) with medical staff prior to departure. Employees are responsible for ensuring they have



an adequate supply of prescription or over-the-counter medication required for the duration of the TDY that is not readily available to medical personnel.

- h. If hospitalization due to an injury occurs while TDY, the Agency may act as a secondary insurer in order for the employee to receive appropriate care, per policy and guidance. A debt acknowledgement and repayment agreement for the total costs prepaid by the DOD Component, on behalf of the employee, must be executed. This agreement will provide for the reimbursement, through payroll deductions from the employee's future DOD civilian pay to the Component's operation and maintenance accounts, of all costs prepaid by the Component on behalf of the employee. Employees are responsible for filing a claim with their health care insurance provider to offset payroll deductions.
- i. When deemed appropriate and in accordance with applicable laws, rules, and regulations, employees will receive Hazardous Duty Pay.
- j. The assignment of TDY work is a function of management. Therefore, supervisors will assign TDY work so as to accomplish it as efficiently and expeditiously as practical, and solely in accordance with the Agency's needs and mission requirements. TDY work assignments shall be distributed as equitably as practicable among qualified employees as determined by the Agency. The qualifications of an employee to receive or not to receive a TDY assignment are determined solely by the Agency. Supervisors may take into consideration such factors as the relative skill and ability of available employee, specialized training and knowledge of the particular type of work involved.

#### **Section 17.04                      Routine**

- a. If an employee receives a temporary duty assignment while at work for departure on the same day, the employee work schedule may be adjusted to allow for proper preparation time for travel based upon supervisory discretion and mission related requirements.
- b. Employees desiring to take annual leave for personal travel in connection with a TDY assignment must request leave and receive approval prior to the date travel is authorized. Requests for such annual leave may be authorized subject to the following criteria:
  - 1. That any leave authorized is at the employee's expense and will not under any circumstance, increase the cost of the TDY travel;
  - 2. That workload requirements are such that the employee's services can be spared;
  - 3. That restrictions of the use of leave in certain geographical areas (e.g. geopolitical tension areas, terrorist states) be adhered to when placed in effect by the appropriate authority (e.g., employer or other higher authority).
- c. Travel on an earlier or later workday or outside the employee's scheduled hours of duty solely for the convenience of the traveler will not be a basis for extending a period of travel for per diem allowance.
- d. The Agency may fund mission related archival research trips for each MDT, subject to the availability of funds.

### **ARTICLE 18: MISSION BOX STORAGE**

### **Section 18.01**

Employees may store their government-issued tough boxes for field mission equipment at DPAA facilities under control of the Agency on JBPHH.

### **Section 18.02**

Storage of government issued tough boxes is subject to the following conditions:

- a. Employees will submit an inventory of contents with their tough boxes to the Logistics service desk.
- b. The Agency reserves the right to inspect boxes being stored to verify no hazardous or illegal materials are present.
- c. Employees will not store more than two government-issued tough boxes.
- d. Employees will provide at least one lock for each box.
- e. Employees will sign in and sign out the boxes from the Logistics service desk.
- f. Requests to access boxes will be made to management in writing as soon as practical in support of the mission. Boxes will be made available as soon as practicable on the day requested based on management's workload and prior tasking's for that day. Normally a request will not be made less than 2 days in advance of the desired date.
- g. Agency will ensure boxes can be accessed by employees during duty hours (0630 to 1730) at building 4077.
- h. Management will, upon request, make the boxes available prior to an employee's deployment on a mission. Management will, upon request, store the boxes when an employee returns from deployment.

## **ARTICLE 19: CIVIC RESPONSIBILITIES**

### **Section 19.01**

- a. In the event an employee is called for jury duty or jury qualification, the Agency will grant court leave whenever practicable consistent with regulations and work load requirements.
- b. If an employee is called for the above civic duties, they shall promptly notify the Agency and shall submit evidence of selection for jury pool/service. Approval will be in accordance with applicable law, rule, or regulation. Upon completion of the service, the employee shall present to the Agency satisfactory evidence from the relevant Federal, State or local government.

**Section 19.02**

The Agency and the Union agree that bargaining unit employees may participate in government-approved charity drives.

## **ARTICLE 20: DETAILS, TEMPORARY PROMOTIONS, AND REASSIGNMENTS**

### **Section 20.01**

The Union recognizes that the Agency may utilize sources other than merit promotion and may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, change to lower grade, or transfer. The Agency may also cancel or postpone action to fill a vacancy.

### **Section 20.02**

Details, reassignments, and temporary promotions to vacant positions within the bargaining unit shall be assigned in a fair and equitable manner and consistent with applicable laws, rules, regulations, and Comptroller guidance. The Agency will meet its collective bargaining obligations.

### **Section 20.03**

- a. A detail is a temporary assignment to a different position for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment.
- b. No details will be made to evade the principle of recruitment through open competitive examinations, the merit promotion plan, or to circumvent position classification requirements.
- c. Details will not be used to reward or punish an employee.
- d. The Agency will make reasonable effort to inform the affected employee at the earliest possible date of the detail in emergent situations and no later than 2 days before the start of the detail in normal situations. The employee will also be informed of the duties and requirements of the detail at that time as well.
- e. Normally, an employee may request to attend a training session while on a detail assignment. Attendance of the training will be at the Agency's discretion based on workload and mission requirements, etc.

### **Section 20.04**

A reassignment is the change of an employee from one position to another without promotion or change to lower grade, level or band. Bargaining unit employees, who voluntarily accept reassignment, agree to remain in that assignment for a minimum period of one year.

### **Section 20.05**

A temporary promotion is a promotion made on a temporary basis. Normally, no employee will be temporarily promoted without the completion of a SF 50. The official effective date of the temporary promotion will be the date annotated on the SF 50.

### **Section 20.06**

At the request of an unsuccessful candidate for promotion, an appropriate official may inform the employee as to the areas in which they should improve or qualifications that were lacking, to permit the candidate to enhance their qualifications for future promotions.

## **ARTICLE 21: REDUCTION IN FORCE**

### **Section 21.01**

In accordance with AI No. 71, *Reduction in Force*, the Agency will observe all applicable laws and regulations if a reduction in force is authorized.

### **Section 21.02**

The Agency agrees that prior to the issuance of official notice to the employees in the bargaining unit involved in a reduction-in-force (RIF) action, the Union shall be notified of the number of employees and competitive levels to be affected, the competitive area, the date action is to be taken and the reasons for RIF. The Union will render its assistance in communicating to the employees the reasons for the RIF.

### **Section 21.03**

Any career or career-conditional employee who is separated as a result of RIF shall be registered for inclusion in the DOD Priority Placement Program (Stopper List), unless the employee chooses not to be registered. Employees who are to receive severance pay do not have the option of not being registered. The Agency shall also provide affected employees with the assistance to register for inclusion on the DOD Re-employment Priority List, unless the employees do not wish to be registered.

### **Section 21.04**

An employee's entitlement to grade/pay retention shall be determined under applicable law and regulation. Such employees will be informed of their rights regarding grade/pay retention or severance pay, as appropriate.

### **Section 21.05**

In the event of a RIF, a representative of the Agency will advise all affected employees of the RIF and the employees' rights as far in advance as possible but not later than sixty (60) days before the action becomes effective, or not later than thirty (30) days if the reduction in force is caused by circumstances not reasonably foreseeable. The Agency's representative, will cover, where applicable, employees' entitlement to reassignment, change to lower grade in lieu of separation, retirement, placement on appropriate reemployment priority lists, severance pay, etc., in accordance with applicable regulations.

## **ARTICLE 22: EMPLOYEE DEVELOPMENT AND TRAINING**

### **Section 22.01**

The Agency will provide all employees with the training and development necessary for the performance of the employees' presently assigned duties to improve overall organizational performance and ensure mission readiness, in accordance with AI No. 40, *Employee Learning and Development*. The foregoing will in no way be interpreted as a limitation on the Agency's right to assign work.

### **Section 22.02**

- a. Employees will have an Individual Development Plan (IDP) to show what training is necessary to provide the employee with the knowledge, skills, or abilities needed to perform official duties, and will include any training required to maintain their position. Employees are responsible for self-development.
- b. Career counseling may be provided by the Agency for those employees who request specific information regarding training and development for new career opportunities.

### **Section 22.03**

- a. Each employee is responsible for applying reasonable effort, time and initiative to keep abreast of the changing technology or emerging methods of their occupation to support the mission.
- b. The Union and the Agency, therefore, will encourage employees to take advantage of training and educational opportunities consistent with their IDP, which will add to the skills and qualifications needed by the Employees in their occupational fields.
- c. Subject to the availability of funds appropriated for such purposes, the Agency may allocate funds for bargaining unit employees to attend at least one (1) developmental event or conference per year, unless other factors beyond the control of the Agency limit participation (e.g. DoD conference policy). The event must be appropriate, applicable, and relevant to the employee's organizational function where attendance shall contribute to improved conduct, supervision, or management of pertinent missions, functions, or activities within the Agency. The employee may attend a second event or conference should they have a mission-related reason to attend.

### **Section 22.04**

The Agency will publicize job-training opportunities to employees.

## **ARTICLE 23: SAFETY**

### **Section 23.01**

The Agency will exert a reasonable effort to provide and maintain a safe and healthful work environment for employees. The Union recognizes that safety at the worksite is a matter of great importance and will encourage employees to work in a safe manner and promptly report any unsafe conditions to the appropriate Agency official. The Agency recognizes that if corrective action is necessary, it must be accomplished in a timely manner.

### **Section 23.02**

Each employee has a responsibility for their own safety and an obligation to know and observe safety practices as a measure of protection for themselves and others.

### **Section 23.03**

The Agency will assist the employee in arranging for appropriate transportation or assistance to employees who are incapacitated while at work.

### **Section 23.04**

The Agency will inform employees injured at work about and assist them in filing claims under the Federal Employees Compensation Act in accordance with AI No. 83, *Federal Employees' Compensation Program*.

## **ARTICLE 24: DISCIPLINARY ACTIONS**

### **Section 24.01**

A disciplinary action for purposes of this article is defined as a written reprimand or a suspension of fourteen (14) calendar days or less. Prior to initiating disciplinary action against an employee, the immediate supervisor or other responsible official shall make a preliminary investigation or inquiry, as is necessary, to determine the facts in the case. Such investigation normally includes interviews with all relevant employees. If the investigation includes a discussion with the employee, the employee may request representation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

### **Section 24.02**

Disciplinary action against an employee shall be initiated within a reasonable time after the offense has been committed or made known to the Agency in accordance with AI 8, *Disciplinary and Adverse Action*.

### **Section 24.03**

If disciplinary action is taken against a unit employee, the Agency will furnish the employee with the original proposal and decision letters. In addition, an employee will be furnished a copy of all written documents in the case file relied on by the Agency which form the basis for any disciplinary action.

### **Section 24.04**

Disciplinary actions shall be taken only for just cause and efficiency of service. In deciding what action may be appropriate, the Agency will give due consideration to the relevance of any mitigating, neutral or aggravating circumstances (e.g. *Douglas* Factors). The employee will be notified of their rights to grieve or appeal and of the appropriate procedures available for pursuing such actions.

### **Section 24.05**

Information relating to disciplinary actions shall not be divulged by anyone gaining access to such information except in accordance with existing regulations even though the employee involved may divulge such information at their own discretion.



## **ARTICLE 25: ADVERSE ACTIONS**

### **Section 25.01**

An adverse action means a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade or pay, or a furlough of thirty (30) days, or less. For the purpose of this article, the provisions of Chapter 75, Subchapter II, 5 U.S.C. apply. The Agency may take such adverse action against an employee for just cause or efficiency of service.

### **Section 25.02**

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

- a. at least thirty (30) days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or an emergency furlough, as provided by the circumstances described in 5 C.F.R. §752.404(d)(1) and (d)(2) respectively, stating the specific reasons for the proposed action;
- b. a reasonable time, but not less than seven (7) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the proposed action, unless in the event of an emergency furlough;
- c. the right 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 other representative; and
- e. a written decision and the specific reasons therefor.

### **Section 25.03**

In the event the decision is made to take the proposed, or less severe adverse action, the employee shall be informed of their rights and the time frame to appeal the decision to the Merit Systems Protection Board.

### **Section 25.04**

An employee will be furnished a copy of all written documents in the case file relied on by the Agency which form the basis for any adverse action.

## **ARTICLE 26: GRIEVANCE PROCEDURE**

### **Section 26.01**

This article provides an orderly procedure for processing grievances. A “grievance” means any complaint:

- a. by any bargaining 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 bargaining unit employee;  
or
- c. by any bargaining unit employee, the Union or the Agency concerning the effect or interpretation, or a claim of breach of the CBA;
- d. or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### **Section 26.02**

This procedure will be used by the parties to this CBA and bargaining unit employees in processing grievances which fall within its coverage, including questions of grievability, unless the employee chooses a statutory procedure, as provided for in Section 10 of this article, or as provided for in AI No. 37, *Employee Grievances (Administrative Grievance Process)*. If the employee elects to use the AI 37 administrative grievance process that election is irrevocable.

### **Section 26.03**

The grievance procedure shall not apply to any grievance concerning matters listed below or matters prohibited in AI No. 37, *Employee Grievances (Administrative Grievance Process)*:

- a. Any claimed violation relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Termination of pay retention or grade retention
- g. Non-adoption of a suggestion, performance award or other kind of discretionary award;
- h. Performance warnings and notices of proposed actions;
- i. Content of performance element and standard;
- j. Interpretation application of Occupational Safety and Health Administration Standards appealable through 29 CFR Part 1960;

- k. Decision of another activity;
- l. Actions where the head of the activity does not have the authority to grant the corrective action desired;
- m. Separation for failure to satisfactorily complete a probationary period as covered in 5 CFR 315;
- n. Discharge of temporary employees;
- o. Separation within the first year of an employee on a Veteran's Readjustment Appointment;
- p. An allegation or complaint of discrimination reviewable under Part 1614 of EEOC regulations;
- q. Disputes over implementation of or any matter in the OMB Circular A-76 process;
- r. Any matter for which a statutory appeal procedure exists, except for appeals of performance based or adverse actions appealable to the Merit Systems Protection Board under 5 CFR Part 432 and Part 752, and FLSA complaints;
- s. Merit of security clearance determination;
- t. Letters of Caution and Letters of Requirement.

#### **Section 26.04**

To be timely, a grievance must be presented within fifteen (15) calendar days after the date of the particular act or occurrence which gave rise to the grievance, or within fifteen (15) calendar days after the date the grievant became aware, or should have become aware, of the act or occurrence. If an employee is TDY they shall present a grievance no later than 15 calendar days after returning from TDY.

#### **Section 26.05**

The following grievance procedure applies to all eligible employees of the bargaining unit:

##### **Step 1**

An employee shall first take up a grievance informally with the appropriate supervisor, normally their immediate supervisor, explicitly stating that the concern is a grievance. The supervisor (in compliance with Section 26.06 of this article) may meet with the employee in an attempt to resolve the grievance.

If the employee accepts the decision of the first-level supervisor, and desires that it be reduced to writing, the employee may do so by initiating the Grievance Form at Appendix I, completing items 1 through 8. The supervisor will provide a written decision within five calendar days.

##### **Step 2**

Most grievances should be settled at Step 1; however; if the employee is dissatisfied with the decision at Step 1, he may exercise his right to pursue the grievance by reducing it to writing using the Grievance Form, and submitting it to the second level supervisor or their designee within ten (10) calendar days of receipt of the Step 1 decision.

Within ten (10) calendar days after receipt of the written grievance, the second level supervisor or their designee may meet with the grievant, the Union representative and other appropriate persons, if requested.

At the expiration of the ten (10) calendar days or after the meeting, the second level supervisor or their designee shall render his decision to the grievant, in writing, with a copy to the Union. If the decision is unsatisfactory, they may proceed to Step 3.

Both the Union and the Agency may call a reasonable number of relevant witnesses. Employees of the bargaining unit required to appear at such meetings and proceedings shall not suffer any loss of pay or leave while so appearing.

### **Step 3**

Within ten (10) calendar days of receipt of the Step 2 decision, the grievance may be submitted in writing to the Director of the Directorate or designee. The Director of the Directorate or designee will issue a written decision no later than ten (10) calendar days after receipt of the grievance.

Within twenty (20) calendar days of the Step 3 decision, the Union may invoke arbitration by notifying the Director of the Directorate in writing.

Further processing of the grievance will be in accordance with the provisions of Article 27: Arbitration.

### **Section 26.06**

At each step of this procedure, an employee grievant shall be represented and accompanied by a Union designated representative. As an exception to this requirement, an employee or group of employees wishing to present a grievance under this procedure without the intervention of the Union may do so. In such case, the employee is not entitled to any representation at the various steps, nor is he entitled to arbitration. Resolution of grievances will not violate the law and the terms of this CBA.

### **Section 26.07**

Grievances initiated by the Agency will be submitted to the Union President or designee. Grievances initiated by the Union will be submitted to the Chief of Staff or designee. The grieving party will request a meeting within fifteen (15) calendar days, to resolve the grievance. A written decision will be rendered no later than fifteen (15) calendar days from receipt of the grievance or 15 calendar days after the meeting takes place. If the grieving party is not satisfied with the decision, they may, within fifteen (15) calendar days from receipt of the written decision, invoke arbitration in accordance with Article 27.

### **Section 26.08**

Grievances based on letters of reprimand shall be submitted at the Step 2 of this procedure. Grievances based on suspensions of up to fourteen (14) calendar days shall be submitted at Step 3 of this procedure.

### **Section 26.09**

Where two (2) or more employees from the unit share an identical grievance, the Agency may require that one individual case be selected for processing with the understanding that the decision on the case selected shall be binding on the other individual case(s). When joint grievances are required and the Union is representing the employees, the Union shall select one individual case for processing. If the

employees are not represented by the Union, the employees shall select the one case for processing.

**Section 26.10**

The time limits prescribed in this article may be extended by mutual consent. Failure of the Agency to observe time limits with respect to any step in the grievance procedure shall move such grievance to the next step provided the employee or the union, as appropriate, timely notifies the Agency at the next step of the desire to pursue the grievance. Failure of the employee, his representative or of the Union to observe the time limit shall constitute withdrawal and termination of the grievance.

**Section 26.11**

Nothing in this CBA shall be so interpreted as to require the Union to represent an employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

**Section 26.12**

The Agency and the Union shall assure that all participants in grievances shall have freedom from restraint, interference, coercion, discrimination or reprisal.

**Section 26.13**

The Agency and the Union, by mutual agreement may use mediation or other Alternate Dispute Resolution (ADR) procedures between or in lieu of steps in the grievance procedure, as shown in Section 26.05 of this article.

## **ARTICLE 27: ARBITRATION**

### **Section 27.01**

Arbitration may be invoked only by the Union or the Agency and shall extend only to matters which may be processed under Article 26: Grievance Procedure. The arbitrator's award shall be binding on the parties except that the Union or the Agency may file exceptions to the arbitrator's award in the manner prescribed by law.

### **Section 27.02**

Within ten (10) calendar days from the date either party receives written notification that the other party has invoked arbitration the parties shall meet to select an arbitrator. If the parties cannot agree on an arbitrator, they shall refer to the list of arbitrators for the geographical area provided by the Federal Mediation and Conciliation Service (FMCS). The parties shall place in a container folded pieces of paper with numbers written thereon equal to the numbers of arbitrators on the FMCS list. One of the parties will then pick one of the folded pieces of paper out of the container. The arbitrator on the FMCS list corresponding to the number on that piece of paper and the arbitrators corresponding to the next four (4) sequential numbers will comprise the list of five (5) arbitrators from which the parties will make selection. The loser of a coin toss will strike a name from the list first and third. The winner of the coin toss will strike second and fourth. The name remaining on the list will be the duly selected arbitrator.

### **Section 27.03**

Within ten (10) calendar days, following selection and receipt of acceptance from the arbitrator, the parties will prepare a joint letter submitting the matter in dispute. This letter shall present, in question form, the matter on which arbitration is sought; it shall also outline the rules governing arbitration and the fees and expenses which will be paid. It may contain mutually agreed upon stipulations of fact, and it may be accompanied by any documents the parties mutually agree should be submitted to the arbitrator in advance of the hearing but which may not necessarily be stipulations of fact. Should the parties not agree on the issue(s) to be presented, each party will submit its version of the issue(s) with the joint submission. Post-hearing briefs may be submitted provided that both parties agree or the arbitrator requests them.

### **Section 27.04**

The arbitration hearing shall normally be held during regular duty hours, to the extent practicable. In the event this is not possible, the Agency will adjust the employee's work schedule, for that pay period, to participate in the hearing. If the hearing is outside of the employee's regular duty hours, the employee may participate via teleconference. The Union and the Agency may request a reasonable number of witnesses who have direct knowledge of the facts concerning the case. Any bargaining unit employee in a duty status whose presence is required in connection with the hearing will remain in a pay status without charge to annual leave while participating in the arbitration proceedings. An employee on suspension, unauthorized absence, furlough or leave without pay will not be in a pay status while attending the arbitration hearing.

### **Section 27.05**

In considering any case submitted under the provisions of this CBA, the arbitrator shall be instructed to limit the proceedings to the specific issue jointly submitted by the parties and to the evaluation of the testimony, evidence and arguments presented for the purpose of determining whether the action taken was reasonable or warranted or whether it was arbitrary or an abuse of discretion. The arbitrator shall be instructed that he may not change, modify, alter, delete or add to provisions of the CBA.

### **Section 27.06**

The arbitrator will be requested to render their decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**Section 27.07**

In the event the Agency or the Union takes the position that a certain matter is not grievable or arbitrable, the question of grievability or arbitrability shall be submitted to arbitration as a threshold issue. If it is determined that the matter is grievable or arbitrable, the merits of the dispute will then be considered at a later date, or at the initial hearing as the parties agree.

**Section 27.08**

The fee and expenses of arbitration shall be borne equally by the Agency and the Union. The arbitrator's fee, per diem and travel allowance will be set in accordance with applicable Federal regulations. The parties and the arbitrator will agree in writing, in advance, upon the cost items, rates pertaining thereto and other appropriate matters.

**Section 27.09**

The time limits in this article may be extended by mutual agreement of the Agency and the Union.

## **ARTICLE 28: POSITION CLASSIFICATION**

### **Section 28.01**

It is agreed that the Position Classification Program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management by ensuring that all employees are classified correctly into the appropriate occupational series (e.g. employees doing professional work should not be classified in the administrative series) and grade. The Agency agrees to maintain current and accurate position descriptions for all positions in the bargaining unit, in accordance with existing instructions.

### **Section 28.02**

The Agency agrees that each employee will be provided a copy of their official position description and any amendment(s) thereto. The Human Resources provider will inform the bargaining unit employee of any change in classification standards, which significantly affects the title, pay level, grade or qualification requirements.

### **Section 28.03**

Bargaining unit employees may at any time request a recommendation for a change in grade level to their position by first making a request to their supervisor. Any request of this nature shall be submitted in writing and shall include full justification for the recommended change. The Employee will be advised of the Supervisor's decision within 30 calendar days from the request.

### **Section 28.04**

Any bargaining unit employee who alleges that their position is improperly classified will be referred by their supervisor to the Human Capital Directorate, who will inform the employee of their options (e.g., requesting a desk audit/review or appealing to the Office of Personnel Management) in pursuing this matter in accordance with applicable regulations. Reviews will be completed normally within two calendar months from the date of request unless workload prevents such timely processing. The employee can request Union representation to help prepare and present their case.

### **Section 28.05**

The Agency will notify the Union of changes to working conditions of bargaining unit employees to satisfy any bargaining obligations as required by the Statute.



## **ARTICLE 29: CONTRACTING OUT**

### **Section 29.01**

The Union recognizes the Agency's authority to assign work and make determinations with respect to contracting out work in accordance with any applicable law, rule, or regulation.

### **Section 29.02**

The Union and Agency recognize that contracts shall not be used for the performance of inherently governmental functions, and that Federal employees shall perform and/or manage critical functions to the extent necessary for the Agency to operate effectively and maintain control of its mission and operations.

### **Section 29.03**

An "inherently governmental function" means "a function that is so intimately related to the public interest as to require performance by Federal Government employees." A "critical function" means "a function that is necessary to the Agency being able to effectively perform and maintain control of its mission and operations." A determination that a function is critical is solely at the discretion of the Agency.

### **Section 29.04**

The Agency agrees to notify the Union when it exercises its discretion to contract out work performed by bargaining unit employees so that the Union may make an informed decision to request to bargain for any adverse impact to bargaining unit employees.

## **ARTICLE 30: WORKPLACE**

### **Section 30.01**

The Agency will provide a work place that will allow employees to work as efficient and effectively as possible. This will require:

- a. Adequate space commensurate with the employee's grade, responsibilities, and requirements for their particular job in accordance with applicable laws, rules, and regulations. Office spaces may be adapted to the needs of the employees based on reasonable accommodation requirements in accordance with applicable laws, rules, and regulations.
- b. At the discretion of the supervisor, when and where permitted, teleworking may be available to employees who request it, and it does not have an adverse effect on mission capabilities.
- c. The workplace be in compliance with federal laws, rules, and regulations.

### **Section 30.02**

To the extent possible the Agency will ensure that employees are counseled in a private setting.

## **ARTICLE 31: DURATION OF AGREEMENT**

### **Section 31.01**

- a. After ratification by the Union, this CBA will become executed, on the date it is signed by representatives of both parties. This agreement shall be subject to Agency Head approval in accordance with 5 U.S.C. § 7114(c). In accordance with 5 U.S.C. § 7114(c)(3), if the Agency does not complete review of the Agreement within the thirty (30) day statutory period after it has been signed by both parties, the entire agreement will become effective subject to the provisions of applicable law, rule, and regulations, or Executive Order.
- b. The duration of this CBA will be for three (3) years from the date of approval of the CBA. This CBA shall be terminated at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act. If the parties do not negotiate a new agreement, this agreement will remain in effect for successive periods of one year, unless either party notifies the other in writing at least ninety (90) days prior to the next anniversary date of the intention to renegotiate a new agreement.

### **Section 31.02**

After one (1) year, this CBA may be opened at any time for amendment by mutual consent of the parties hereto. Any request for amendment from either party shall be in writing and must include a summary of the amendment or amendments proposed. Within twenty (20) working days of receipt of such request, representatives of the Agency and Union shall meet to discuss the matter. If the parties agree that opening of the CBA is warranted, they shall proceed to negotiate the proposed amendment(s). No changes shall be considered other than those directly related to the subject of the proposed amendment(s). Any amendment(s) on which agreement is reached shall be duly executed by both parties and will become effective upon approval by DOD Agency Head Review.

**DPAA/IFPTE NEGOTIATED PROCEDURE  
GRIEVANCE FORM**

**Grievance Number** \_\_\_\_\_

1. NAME OF GRIEVANT \_\_\_\_\_

2. POSITION \_\_\_\_\_

3. NAME OF GRIEVANT'S REPRESENTATIVE \_\_\_\_\_ PHONE NO. \_\_\_\_\_

IF NOT AN ACTIVITY EMPLOYEE, FULL ADDRESS \_\_\_\_\_

4. NATURE OF GRIEVANCE: (A) State which ARTICLE(S) & SECTION(S) of the collective bargaining agreement (CBA) are alleged to have been violated. (B) Also state nature of grievance, including dates, names, locations if possible. If appealing a disciplinary action, state why you think action should not have been taken.

(A) ARTICLE(S)/SECTION(S) ALLEGED TO HAVE BEEN VIOLATED: \_\_\_\_\_

(B) NATURE: \_\_\_\_\_

5. CORRECTIVE ACTION OR REDRESS DESIRED: \_\_\_\_\_

(DO NOT COMPLETE 6 AND 7 IF APPEALING DISCIPLINARY ACTION)

6. FIRST STEP DISCUSSION HELD WITH \_\_\_\_\_ on \_\_\_\_\_  
(Supervisor's Name) (Date)

7. FIRST STEP DECISION FROM \_\_\_\_\_ on \_\_\_\_\_  
(Name) (Date)

8. SECOND STEP DISCUSSION HELD WITH \_\_\_\_\_ on \_\_\_\_\_  
(Manager's Name) (Date)

9. SECOND STEP DECISION FROM \_\_\_\_\_ on \_\_\_\_\_  
(Name) (Date)

10. THIRD STEP DISCUSSION HELD WITH \_\_\_\_\_ on \_\_\_\_\_  
(Manager's Name) (Date)

11. THIRD STEP DECISION FROM \_\_\_\_\_ on \_\_\_\_\_  
(Name) (Date)

12. SUBMITTED BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature)

13. UNION REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature)

ENCLOSURES: (List enclosure(s), if any, on the reverse side).

DISTRIBUTION: Employee submits original to First Line Supervisor or designee (see above referenced CBA for procedures).

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