

**NEGOTIATED AGREEMENT BETWEEN  
U. S. ARMY HEADQUARTERS SERVICES  
AND  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES  
LOCAL 1887**

**DATE: 5 December 2011**

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## **PREAMBLE**

This document forms an Agreement between the Employer, Union, and Bargaining Unit Employees. We believe that all people want to be involved in decisions that affect them, care about their job, take pride in themselves and in their contributions, and want to share in the success of their efforts.

By creating an atmosphere of mutual trust and respect, recognizing and utilizing individual expertise and knowledge in innovative ways, and providing the technologies and education for each individual, we will enjoy a successful relationship and a sense of belonging to an integrated system capable of achieving success for our organization.

Be it recognized that the Parties have and will continue to function as with a common goal – the best interests of the Agency and the accomplishment of its mission. This Preamble serves as a formalization of this bond and the articulation of our common goal.

## ARTICLE I

### DATE AND DURATION

1. This Agreement shall remain in effect for three years from the effective date. It must be brought into conformance with Government-wide rules or regulations, Agency and Department rules or regulations (unless it has been determined by the Department that no compelling need for the rule or regulation exists), the Statute, and applicable laws at the time it is renegotiated, renewed, or extended.
2. Either Party may enter into mid-term bargaining with the notification of the other Party. It is understood that mid-term bargaining will be for subject matter not covered by this agreement and negotiations shall be to the maximum extent allowed by law. If action is initiated to change personnel policies, practices, or matters affecting working conditions of unit Employees, the Union will be notified and offered the opportunity to negotiate the change/action to the extent required by law prior to implementation.
3. If either Party wishes to renegotiate this agreement, they must provide written notice to the other of their desire to do so at least sixty (60) calendar days but not earlier than one hundred five (105) calendar days immediately preceding the expiration date. Within a reasonable period of time after receipt of such notice, the Parties will commence negotiations. The Parties agree that the existing agreement will remain in full force and effect during negotiations under this paragraph.
4. If neither Party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for one year periods.
5. This agreement may be terminated:
  - a. By mutual consent of both Parties; or
  - b. At any time it is determined and established that the Union is no longer entitled to exclusive recognition.
6. Termination of this agreement will not in and of itself terminate the recognition granted the Union.
7. Initial training on the Collective Bargaining Agreement (CBA) will be held for all Employees and management by members of the negotiating team. Annual training will be held thereafter as needed.

## ARTICLE II

### RECOGNITION AND UNIT DESIGNATION

1. Recognition: The Employer recognized that the Union is the exclusive representative of all Employees in the units described in section 2 below.
2. Bargaining Units:
  - a. All non-supervisory, Wage Grade (WG) Employees of the United States Department of the Army, Office of the Administrative Assistant to the Secretary of the Army, U.S. Army Headquarters Services (AHS), Directorate of Executive Travel, Washington, D.C.

Excluded: Management officials, supervisors, professionals, and Employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

- b. All non-professional, non-supervisory General Schedule Employees of the United States Department of the Army, Office of the Administrative Assistant to the Secretary the Army, U.S. Army Headquarters Services (AHS), Logistics Services Washington.

Excluded: Management officials, supervisors, professional Employees, wage grade employees, temporary employees with an appointment of 700 hours or less and no reasonable expectancy of continued employment, and Employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **ARTICLE III**

### **GENERAL PROVISIONS**

1. The Employer shall furnish to the President of the Union a list of bargaining unit Employees as of the date of execution of this agreement. Thereafter, the Employer agrees to furnish on a semiannual (6) months basis a list of accessions to and losses from the bargaining units. The lists include the Employee's name and the Employee's official duty station.
2. The Employer recognizes the sensitive nature of personal discussions with Employees and agrees that discussions shall be treated in a confidential manner and conducted in a private setting. During such discussions Employees and representative of the Employer and Union will show proper respect for the person or persons with whom they are dealing and conduct themselves in a mature manner, refraining from directing vulgar or profane language to individuals.
3. Motor Transport Directorate: If an Employee is named in a claim against him for damages to property or for personal injury or death arising from the Employee operating a motor vehicle within the scope of his employment, such Employee will deliver to the Employer the papers served upon him. The Employer shall furnish the papers and other necessary information to the U.S. Attorney for appropriate action by him/her in accordance with applicable laws and regulations. The Employee will make prompt notification to the Employer of all such accidents in which he/she is involved, and the Employer will advise the Employee of his/her responsibilities as provided herein.
4. Liability of Property Loss. Employees may be held responsible for loss, damage, or destruction of tools, equipment, or supplies that is caused by fault or negligence of the Employee Under Army Regulation 735-5. Financial liability ordinarily will not exceed one month's base pay. The financial liability investigation of property loss is the administrative tool that will be used by the agency to establish liability. A financial liability officer (FLO) will be appointed to investigate the facts surrounding the loss. Employees will not be held responsible for loss, damage, or destruction of tools, equipment, or supplies that is not caused by fault or negligence of the Employee as evidenced by an investigation and/or report of survey.
5. Copies of this agreement will be furnished to all current Employees, all management personnel, and all new Employees. Ten (10) copies of the agreement will be furnished to the Union for its own use. The cost of printing this agreement shall be borne by the Employer.
6. The Employer shall notify the Union in writing as soon as practicable after a determination has been made with respect to a transfer of function or a reorganization which will impact the conditions of employment of the existing

workforce. After notification to the Union, the Employer will counsel affected Employees in accordance with appropriate laws, rules, and regulations including 5 CFR 351 Subpart C, to explain the rights, privileges, and benefits available to Employees when they are adversely affected.

7. Upon reasonable request by the Union, the Employer shall provide access to pertinent portions of the Tables of Distribution and Allowances.
8. The Employer will ensure that in cases of employees who are no longer physically able to perform the essential functions of their positions, the Employer will make a reasonable effort to reassign the Employee to a position for which he/she is physically and regulatory qualified in accordance with applicable laws rules and regulations.



## ARTICLE IV

### EMPLOYEE RIGHTS

1. The Employer and the Union mutually recognize the rights of Employees in the units to exercise their right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from such activity. Neither the Employer nor the Union shall interfere with, restrain, or coerce any Employee in the exercise by the Employee of the statutory rights defined in Chapter 71, of Title 5 of the U.S. Code, or the rights outlined in this article. The Parties recognize that these Employee rights include, for example, the right:
  - a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.
  - b. To engage in collective bargaining with respect to conditions of employment through representative chosen by Employees.
  - c. Employees are entitled to a reasonable amount of official time when meeting with Union representatives or Employer representatives concerning any complaint or working condition of the Employee during their tour of duty only.
2. The right to assist a labor organization extends to participating in the organization management, or acting for the organization as a representative. These rights do not extend to areas that would conflict with the standards of conduct for Government Employees or conflict with official duties.
3. An Employee may be represented at their own expense by an attorney or other representative of the Employee's own choosing, other than the Union, in any appeal action not under the negotiated grievance procedure, to the extent permitted under the applicable appeal procedures. All Employees may exercise grievance or appeal rights consistent with law, rule, regulation, or this agreement.
4. The Employer shall annually inform Employees of their Weingarten Rights to Union representation at any examination of an Employee by a representative of the Employer 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.

5. An Employee is accountable for the performance of official duties and compliance with the standards of conduct for Federal Employees. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law, rule, or regulation of appropriate authority, including but not limited to the Office of Government Ethics.
6. No Employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.
7. Counseling and warning sessions involving Employees will be conducted discreetly, privately, and in such a manner as to avoid embarrassment of the Employee.
8. Employees have the right to working conditions that are safe and healthful.
9. Employees have the right to discuss their problems with the CPAC, EEO office or counselor, Union representative, Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest.
10. The Employer agrees to provide Employees contact information for the Army Benefits Center-Civilian (ABC-C), or succeeding organization that takes on the responsibility to provide benefit information, to assist Employees in exploring their options for retirement, including disability retirement.
11. The Employer and Union agree that the Department of Justice (DOJ) may represent present and former Employees personnel sued individually as a result of actions taken within the scope of their employment, upon request of the Employee concerned, where it is in the best interest of the United States and upon certification by the Employer that the Employee was acting within the scope of his employment with Employer. Representation can be denied for a variety of reasons, including but not limited to the following: the Employee was not acting within the scope of his/her office; there is a conflict of interest; or, actions were not taken in a good faith effort to conform to law and in accordance with AR 27-40 and other applicable laws, rules, and regulations. It is understood that the decision whether to represent an Employee lies within the sole discretion of the DOJ.
12. The Employer shall not take or fail to take any personnel action with respect to an Employee as reprisal for the exercise of any appeal right granted by law, rule, regulation, or the terms of this agreement. Employees shall not be subject to prohibited personnel practices as defined by 5 USC § 2302.
13. The Employer shall not take or fail to take any personnel action with respect to an Employee as reprisal because of any disclosure of information by the

Employee that he/she reasonably believes evidences a violation of law, rule or regulation; gross mismanagement; gross waste of funds; an abuse of authority; or a substantial and specific danger to public health or safety; provided that such disclosure is not barred by law and such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs.

14. All new Employees shall be informed by the Employer that the Union is the exclusive representative of Employees in the Bargaining Unit.
15. The Employer and Union agree that aggressive behavior and physical violence in the workplace adversely affect Employee performance and organizational goals. Both Parties are committed to providing a work environment that is free from intimidation, harassment, threats, assaults, or acts of violence. Threats of violence or physical harm, and any form of physical or sexual assault are prohibited. This also includes conduct that harasses, threatens, or interferes with another person's work performance or creates an intimidating or hostile work environment. Employees are encouraged to conform to this policy and to report threats or actual incidents of aggressive or violent behavior to their supervisor or other appropriate official.

## ARTICLE V

### MANAGEMENT RIGHTS

1. Subject to section 2 of this Article, nothing in this Agreement 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) When filling positions, to make selections for appointments from:
      - (a.) Properly ranked and certified candidates for promotion; or
      - (b.) Any other appropriate sources; and
    - (4) To take whatever actions may be necessary to carry out the Agency mission during emergencies.
2. 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 paragraph by such management officials.
3. The requirements of this article shall apply to all supplemental agreements between the Employer and the Union.

## ARTICLE VI

### UNION RIGHTS AND REPRESENTATION

1. The Employer recognizes that the Union has the exclusive right to represent all Employees in the units, in accordance with Section 7114(a) and Section 7114(b) of Title 5, U.S. Code.
2. The Employer and Union agree to meet at reasonable times to discuss matters which fall within the purview of conditions of employment of Bargaining Unit members.
3. Stewardship/Representation. The Employer will recognize the duly elected Union officers and officials/representatives designated by the Union, including Stewards. The Union will supply the Employer in writing, and will maintain in a current basis, a list of the Union officers and officials, including the or Steward's areas of representation. The Union may post the list of Union officers and officials and/ or Stewards on official bulletin boards of the Employer. All representatives of Union shall be accorded all rights and privileges associated with their position and necessary to fulfill their obligations as Union representatives to the full extent authorized by law, rule, regulation or appropriate authority.
4. The Union President and Stewards are allowed a reasonable amount of official time for representation duties, (i.e. to investigate Employee complaints and grievances to appropriate management representatives). The Union President and Stewards who are authorized the use of official time for such representation duties are hereinafter referred to as unit representatives. The Employer recognizes the right of the Union to designate a person to represent an Employee or group of Employees. The Employer also recognizes the right of the Union to have a representative, representing the Union, at any formal meeting between an Employee and his/her representative and any representative of the Employer.
5. Before a unit representative enters a work area on representational matters, he or she will request permission from the appropriate supervisor, identifying the planned time of arrival, with whom the representative desires to meet, and the approximate time required. When these meetings would significantly interfere with work, such meeting shall be rescheduled by the supervisor.
6. The Employer agrees to permit the Union President, or in his/her absence a designee, ten (10) hours of official time per pay period for the performance of his/her representational responsibilities. The Union President or designee shall provide documentation of official time used with a listing of activities, including but not limited to investigating grievances, attending formal meetings, and acting as a representative in third Party disputes.

7. It is agreed that internal Union business such as soliciting membership, collecting dues, election of Union officials, attending Union meetings, and posting or distributing Union literature, will be conducted during the non-duty hours of the Employees involved. When possible, the Employer will offer shift Employees the opportunity to attend Union meetings (which may be scheduled on their duty time, but which are scheduled on the off-duty time of regular day shift Employees) by electing to take annual leave or leave without pay while attending the Union meeting. Upon request and subject to normal security limitations, the Union will be granted authority to conduct two membership drives of up to thirty (30) days duration per year, before and after duty hours, during non-duty hours and lunch periods. The Employer agrees to the use of the Employer's facilities, including break rooms and lunch rooms, during approved membership drives.

## **NEGOTIATED GRIEVANCE PROCEDURE**

1. A Grievance means a complaint –
  - a. by any Employee concerning any matter relating to the employment of the Employee;
  - b. by the Union concerning any matter relating to the employment of any Employee; or
  - c. by any Employee, Union, or Agency concerning –
    - (1) the effect, interpretation, or claim of breach, of a collective bargaining agreement; or
    - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
2. Exclusions: The Grievance procedure does not apply to any claimed violation relating to retirement, life insurance, or health insurance; a suspension or removal under Section 7532 of Title V (national security); any examination, certification or appointment; the classification of any position which does not result in the reduction in grade or pay of an Employee; reduction in force; actions which are appealable to the Merit Systems Protection Board (MSPB), or removal of probationary Employees. Nothing in this Section shall prevent Employees from raising the matter of any prohibited personnel practice defined by law through appropriate statutory procedures provided that the Employee has not filed a formal Grievance on the matter in accordance with this Agreement.
3. Except as provided for in Subsections (d) and (e) of Section 7121 of the Civil Service Reform Act of 1978, whereby an aggrieved Employee may raise the matter under either an applicable statutory procedure, an appellate procedure or these procedures, but not both, this negotiated grievance procedure shall be the sole procedure available to Employees for resolving Grievances which fall within its coverage. The Employee shall be deemed to have exercised his or her option when the Employee initiates an action in writing under either an applicable statutory procedure, the appellate procedure, or timely files a grievance in writing in accordance with these procedures, whichever event occurs first. The selection of these procedures in no manner prejudices the right of an aggrieved Employee to request the Merit Systems Protection Board or the Equal Employment Opportunity Commission, as applicable, to review a final decision.
4. Representation: Any Employee or group of Employees may be represented only by the Union or by a person approved by the Union in filing a Grievance under

this negotiated Grievance procedure. The Employee(s) may represent themselves in the negotiated Grievance procedure; the Union has the right to be present at each step of the negotiated Grievance procedure when this option is exercised.

5. Procedures:

- a. **Guidance:** This article provides a mutually acceptable method for prompt and equitable settlement of Grievances. Every effort will be made to settle disputes quickly and at the lowest level of supervision before submitting a formal Grievance.

- b. **Formal:**

Step 1. The grievant must present the Grievance in writing to the immediate supervisor. Grievance must be presented within twenty (21) calendar days from the date the Employee or Union became aware of the matter at issue, or the effective date of the action. The Grievance must state that it is a Grievance referring specifically to this Article. The Grievance must state what specifically is being grieved and what remedy is being sought. The Employer will conduct an inquiry into the validity of the Grievance and provide a formal written response to the grievant within twelve (12) calendar days of the presentation of the Grievance. Reasonable requests for an extension will be granted by mutual consent.

*NOTE:* The Parties may mutually agree to extend any timeframe. If either Party fails to meet a required time frame, the other Party may elevate the Grievance to the next step of the Grievance procedure, or if the untimeliness occurs at step 4, to arbitration.

Step 2. If the Employee is not satisfied with the step 1 decision, the Employee along with the Union representative, may within fifteen (15) calendar days submit the matter, in writing, to the Employee's Division Chief. The Division Chief will meet with the Union representative and the aggrieved Employee within ten (10) calendar days after receiving the Grievance. The Employer will conduct an inquiry into the validity of the Grievance and provide a formal written response to the grievant within twelve (12) calendar days of the presentation of the Grievance.

Step 3. If the matter is not satisfactorily settled at step 2, the Employee and/or the Union representative may within fifteen (15) calendar days submit the matter, in writing, to the Director for further consideration. The Director will meet with the Union representative and the aggrieved Employee within ten (10) calendar days after receiving the Grievance. The Director will make any additional investigation considered necessary and provide a written



response to the Employee and the Union representative within twelve (12) calendar days after the presentation of the grievance.

Step 4. If the matter is not satisfactorily settled at step 3, the Employee and/or the Union representative, may within twelve (12) calendar days submit the matter, in writing, to the Executive Director, AHS for further consideration. The Executive Director, AHS, or his/her designee, will meet with the Employee and Union representative within ten (10) calendar days after the Grievance is received to discuss the Grievance. The Executive Director, AHS, or his/her designee will give the Union representative a written answer within twelve (12) calendar days after the final meeting.

6. Procedures for Union or Employer Initiated Grievances:

a. Union initiated Grievances must be submitted to the Executive Director, AHS, within fifteen (15) workdays of the occurrence, when the Union becomes aware of the occurrence or at any time when it concerns continuing conditions. The Grievance will be in writing and contain an explanation of the specific nature of the Grievance and the remedy sought. The Executive Director, AHS, or his/her designee, will meet with the Union within ten (10) workdays after the Grievance is received to discuss the Grievance. A written decision will be provided the Union within twenty (20) workdays after that meeting. Union initiated Grievances will only be submitted by the Union President, the Union Vice President, or their designee.

b. Employer initiated Grievances must be submitted to the President of the Union, or the Union Vice President within fifteen (15) workdays of the occurrence, when the Employer becomes aware of the Grievance, or at any time when it concerns continuing conditions. The Grievance will be in writing and contain an explanation of the specific nature of the Grievance and the remedy sought. The Union President, Union Vice President, or their designee will meet with the Employer within ten (10) workdays after the Grievance is received to discuss the Grievance. A written decision will be provided the Employer within twenty (20) workdays after the meeting. Employer initiated Grievances will only be submitted by the Executive Director, AHS, or his/her designee.

c. If the Parties are unable to reach a satisfactory resolution, the matter may be referred to arbitration by the Party initiating the Grievance within twenty-one (21) calendar days of the final decision by the Executive Director, AHS, or the Union President.

7. Nothing in this Article will preclude the Parties from reaching an informal resolution at any stage of the proceeding including arbitration

## **ARTICLE VIII**

### **MEDIATION**

The Parties may mutually agree to the use of the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration.

1. Each Grievance will be dealt with on an individual basis.
2. The Party requesting the use of mediation will submit their request to the other Party within five (5) work days after receipt of the Step 4 decision.
3. The Party initiating the request will be responsible for notifying and requesting the services of the FMCS.
4. The Parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.
5. The recommendations of the mediator shall not be used as evidence during any official, binding third party settlement procedure.
6. The use of the mediation process will serve to suspend the time parameters for invoking arbitration until one or both Parties decide the mediation process has not been successful. Success is defined by the Parties reaching an agreement that resolves the dispute.

## **ARTICLE IX**

### **ARBITRATION**

1. If the decision on a Grievance processed under the negotiated grievance procedure is not satisfactory, the Union or the Employer may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President or the appropriate Employer official, and submitted within twenty-one (21) calendar days following the Step 4 decision.
2. Within ten (10) calendar days from the date of the request for arbitration, the moving Party shall request the Federal Mediation and Conciliation Services to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within five (5) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator name from the list of seven (7) and will then repeat this procedure until one (1) person remains who shall be the duly selected arbitrator, a coin toss will determine which Party strikes first. In the event either Party refuses to participate in the selection of an arbitrator, the other Party may make the selection. The Grievance may be withdrawn at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. When the arbitrator has been selected in accordance with this article, the Party withdrawing from arbitration prior to the arbitration hearing shall pay the full cost of any cancellation fee charged by the arbitrator. The Employer and the Union agree to equally share any costs associated with the Federal Mediation and Conciliation Service providing a list of potential arbitrators.
3. The arbitrator's fees and expenses shall be borne by the losing Party. When the arbitrator determines that the decision is not clearly in favor of one Party or the other, the costs shall be borne equally by the Parties.
4. The arbitration hearing or inquiry shall be held on the Employer's premises during the regular dayshift work hours of the basic work week. The Parties agree that only an adequate number of witnesses will present the issues. Transportation expenses and the expense for official time for witnesses not employed by the Employer will be borne by the Party calling the witness. The Parties agree to exchange witness and exhibit lists not later than seven (7) working days prior to the scheduled arbitration hearing date. The Union will be allowed official time to interview prospective witnesses who are Employees of the agency.
5. If no exception to an arbitrator award is filed with the Federal Labor Relations Authority during the thirty day (30) period beginning on the date of such award, the award shall be final and binding and action will be taken to implement the award within the thirty-fifth (35) day. If exceptions are filed, action to implement

the final decision will be taken within five (5) days of the decision of the Federal Labor Relations Authority.

6. Any dispute over the application or interpretation of an arbitrator's award shall be returned to the arbitrator for settlement.
7. The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this agreement.
8. The arbitrator shall have no authority to add to, change, modify, alter, or delete any provision of this agreement. The authority of the arbitrator shall extend to the interpretation of this agreement, agency regulations, provisions of law, or regulations of appropriate authorities outside the agency. The arbitrator will make no findings of fact, recommendations, or interpretations of this agreement except to the extent necessary to resolve the issue(s) submitted or determined.
9. Subject to the provisions of 5 U.S.C. 7121(f), either Party may file an exception with the Federal Labor Relations Authority to the arbitrator's award. Such exception must be filed in accordance with the Authority's regulations.
10. If a threshold issue of timeliness, grievability, or arbitrability is raised by either Party, the arbitrator will render a written decision on the threshold issue(s) before conducting a hearing on the merits of the case.

## **ARTICLE X**

### **UNFAIR LABOR PRACTICE (ULP)**

1. A notice period of thirty (30) days will be given to the opposing Party before a ULP is formally filed.
2. Prior to filing an ULP charge, both Parties agree to have a discussion between the Union President and the Employer's Chief, Labor-Management and Employee Relations Division, to resolve the issue.

## ARTICLE XI

### **USE OF OFFICIAL FACILITIES AND SERVICES**

1. Three (3) bulletin boards of not less than ten (10) square feet shall be available for use by the Union for posting notices and literature of the Union. The bulletin boards shall be located in the Motor Operations Division and the Passport and Visa Division in Northern Virginia.
2. The following will be provided by the Employer for Union use:
  - a. A meeting room/office space which will be located in the Motor Operations Division.
  - b. One conference table with six (6) chairs and one desk and chair.
  - c. Two (2) five-drawer locking filing cabinets.
  - d. A key to the Union Office.
  - e. A telephone with local service available.
  - f. The Union may place a sign on Union office door to exceed 8" x 11" in size designated Local 1887.
3. Management agrees to provide the Union with an up-to-date computer and printer. The Union will be permitted the use of a copy machine to perform Union representation functions.

## **ARTICLE XII**

### **NEGOTIATIONS**

1. The Parties agree to negotiate in full accord with the Chapter 71 of 5 USC. The Parties are obliged to meet at reasonable times and negotiate in good faith to the maximum extent allowed by law. The objective of such negotiations will be to reach an agreement by the diligent and serious exchange of information and views, and by avoiding unnecessary protracted negotiations. The Parties agree that where this agreement and Army regulations (including AHS instructions or directives) are in conflict, this agreement will govern. In the event that legislation is enacted or a government wide regulation is published which affects any provision of this agreement, the Parties shall reopen the affected provision(s) and renegotiate the affected provisions.
2. Those privileges of Employees which, by custom, tradition, and known past practice, have become an integral part of their working conditions, which are not contrary to any law, rule, or Government-wide regulation, and which are controlled by the Employer, shall not be abridged without the Employer first advising the Union of its intention to alter such past practice and providing the Union the opportunity to negotiate to the maximum extent provided by law.
3. The Parties recognize the importance of negotiating changes in working conditions that effect Employees during the life of this agreement.
4. The Employer agrees to provide the Union with timely notices regarding changes in working conditions and opportunity for the Union to respond in accordance with this agreement.
5. The Union agrees to request negotiations in a timely manner and to submit proposals when applicable.

## ARTICLE XIII

### PAYROLL DEDUCTION OF LOCAL DUES

#### 1. Definitions:

- a. **Eligible Employee**: Employees may join the Union.
- b. **Dues**: The regular periodic amount required to maintain a member in good standing with the Union, which does not include such items as initiation fees, special assessments, back dues, fines, and similar items.

#### 2. It is mutually agreed that:

- a. An eligible Employer may voluntarily authorize an allotment from his/her pay for payment of his dues by obtaining Standard Form 1187, Request for Payroll Deductions for Labor Organizations Dues, from the Union.
- b. The Union will provide the SF 1187, distribute the form to eligible Employees, check the completed form for accuracy, certify the correct amount of dues, and deliver the complete form in duplicate to the Employer Administrative Point of Contact for transmittal to the Customer Service Representative (CSR), Defense Finance and Accounting Services (DFAS).
- c. The payroll deduction will take effect no later than the second pay period after the allotment form, properly completed, signed and certified, has been received by DFAS.
- d. A member must voluntarily revoke an allotment for the payment of dues by filling out an SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues. The SF 1188 will be submitted to the Employer for transmittal to the CSR, DFAS. The timekeeper will forward a completed copy of the SF 1188 to the Union. After receipt of such notice by the CSR, DFAS, revocation will become effective no later than the second full pay period following the cancellation date on the form, provided the Employee has been a member for one calendar year prior to the revocation date. Termination of dues will occur on the Employee's anniversary date and thereafter on 15 August.
- e. A change in the amount of regular dues may be made not more frequently than once a year. Written notice of the change will be given to the appropriate Employer official for transmission to the CSR, DFAS. The change will be effective with the beginning of the first full pay period after the receipt of the notification by DFAS.



- f. Neither the Employer nor the Union will be responsible for failure to terminate dues withholding after change of position removing the Employee from the bargaining unit until two (2) pay periods after being notified.

## **ARTICLE XIV**

### **ORIENTATION OF NEW EMPLOYEES**

1. The Employer may elect to conduct an orientation for newly assigned Employees. If the Employer elects to conduct an orientation, the Union President or his designee will present a brief overview of the Union purposes, goals, and achievements. The Union will be allowed up to 30 minutes to address new Employees at the orientation.
2. The Employer agrees to provide the Union President or designee, upon request, with a list of new Employees via e-mail.
3. The Employer agrees to provide all new Employees with the contact information for the Union office and current Union President to include phone number and address.

## ARTICLE XV

### LEAVE

#### 1. Annual Leave

a. Annual leave shall be earned in accordance with appropriate statutes and regulations of the Office of Personnel Management.

b. Requests for annual leave shall be submitted at least five (5) days in advance for approval or disapproval by the appropriate management official. The Employer agrees to approve annual leave requests as soon as possible but not later than two (2) days after receipt.

c. Requests for annual leave submitted less than five (5) days work days in advance will be considered unscheduled and may be granted on a case-by-case basis.

d. An Employee will request unscheduled leave from his or her supervisor as soon as possible, generally within two (2) hours prior to the Employee's start time, and must speak with his or her supervisor to request leave. If the supervisor is not available, the Employee must speak to the supervisor's designee. If neither the supervisor nor the supervisor's designee is available, the Employee must speak to a supervisor within the immediate organization who has the authority to approve leave.

#### 2. Sick Leave

a. Sick leave shall be earned in accordance with appropriate statutes and regulations of the Office of Personnel Management.

b. The Union and Employer recognize the importance of sick leave and the obligation of the Employee, as well as the advantage to him or her, to utilize it only when incapacitated for performance of duty by sickness, injury, or other valid reasons. A limited amount of sick leave may also be used to give care or otherwise attend to a family member having an illness, injury, or other condition which, if an Employee had such condition, would justify the use of leave by such an Employee; or for purposes relating to the death of a family member including to make arrangements for or attend the funeral of such family member. The Union and Employer agrees to encourage the Employee in the proper use of his or sick leave.

c. To leave work because of an illness an Employee must request leave from his or her supervisor.

- d. An Employee shall request sick leave from his or her immediate supervisor. In the event that the Employee is unable to report for duty due to illness, the Employee should notify the supervisor as soon as possible generally within two (2) hours of his or her starting time and speak with his or her immediate supervisor to request leave. Employees must call in each day and subsequent days of absence unless an extended period of leave is initially requested. In the event that the immediate supervisor is not available and there are no other supervisors available, an individual will be designated by the supervisor to receive and pass on the leave request to the appropriate supervisor as expeditiously as possible. If an Employee is seriously ill or hospitalized, another adult may call on the Employee's behalf.
  - e. Requests for leave for prearranged medical, dental, or optical examination or treatment shall be submitted at least (3) days in advance.
  - f. Sick leave must be granted to Employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons in accordance with 5 CFR Section 630.401(a). Management may require a medical certificate for an absence for any of the purposes described in 5 CFR Section 630.403(a) for an absence in excess of three (3) work days or for a lesser period when the Employer determines it is necessary.
  - g. An Employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the Employer requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the Employer despite the Employee's diligent, good faith efforts, the Employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the Employer 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 and may be charged AWOL.
4. Holidays. Employees shall be granted all holidays given to Federal Employees by statute and shall also receive holidays granted through Executive Order. If the holiday falls on a Saturday, it will be observed on the previous Friday (for full-time Employees). If the holiday falls on a Sunday, it will be observed on the following Monday (for full-time Employees). Any Employees working on the holiday will receive pay in accordance with appropriate laws, rules, and regulations. All Employees will have an equal opportunity to volunteer for holiday work.

5. Leave Without Pay. Leave without pay (LWOP) may be granted in accordance with the terms of this agreement, applicable laws and regulations. When an Employee does not have annual or sick leave to his or her credit, he/she may request leave without pay from his or her supervisor. Each case will be considered on a case-by-case basis. In accordance with Executive Order 5396, when a disabled veteran, as defined in 5 CFR 211.102 presents a statement from a medical authority that treatment is required, annual leave or sick leave shall be granted, if available, otherwise leave without pay shall be granted. 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 out the work during his/her absence. Employees returning to duty from approved periods of leave without pay will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable laws and regulations.
6. Advanced Leave.
  - a. Annual Leave: When an Employee requests advanced annual leave in lieu of leave without pay, such request shall be in writing and shall state the reason for the request. Each request will be approved or disapproved on a case-by-case basis. No more than the amount of annual leave that would be earned during the leave year may be advanced.
  - b. Sick Leave. When an Employee requests advanced sick leave in lieu of leave without pay, such request shall be in writing and shall state the reason for the request. Each request will be approved or disapproved on a case-by-case basis. All requests for advance sick leave must be supported by administratively acceptable medical documentation. No more than thirty (30) days of sick leave may be advanced. In accordance with 5 CFR § 630.404, no Employee will be advanced more sick leave than he or she can repay during the term of his or her employment.
7. Tardiness/Infrequent Absences. Supervisors have the option to excuse infrequent absences and tardiness of less than an hour. Each supervisor shall consider each case on its merits and no Employee shall receive preferential treatment in being excused for tardiness.
8. Leave Restriction. The above sections pertaining to annual and sick leave apply to Employees on leave restriction. The following provisions apply:
  - a. An Employee on leave restriction will be required to request all annual leave and all sick leaves for prearranged medical, dental, or optical examination or treatment at least three (3) days in advance by submitting a completed OPM Form 71, Request for Leave or Approved Absence, to his or her supervisor.

- b. No later than fifteen (15) calendar days after returning to duty, an Employee on leave restriction will be required to present medical documentation as directed in the leave restriction letter, clearly stating that the Employee was medically unable to report for duty because the Employee was incapacitated to perform his or her duties for any leave of absence charged to sick leave regardless of duration.
  - c. Once an Employee is on leave restriction, the restrictions and the Employee's leave record will be reviewed every six (6) months. If the Employee's attendance has shown satisfactory improvement within this period, these restrictions will be removed.
9. The Parties further agree to comply with the provisions of the Family and Medical Leave Act (PL 103-03) which allows for qualifying Employees to use twelve (12) weeks of unpaid leave during any 12-month period for certain family and medical needs within the limits stated in the act.
- a. Under certain conditions, an Employee may use the twelve (12) weeks of Family and Medical Leave intermittently. An Employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM regulations for using annual and sick leave, for any unpaid leave under the FMLA. The amount of sick leave that may be used to care for a family member is limited. FMLA leave is in addition to any other paid time off available to an Employee.
  - b. Requests for, and entitlement to, leave under the FMLA are to be made on OPM Form 71, Request for Leave or Approved Absence. In addition, the Employee must submit appropriate medical documentation to support his/her request for FMLA. The Employee may use Department of Labor Form WH-380E, Certification of Health Care Provider for Employee's Serious Health Condition or Department of Labor Form WH-380-F, Certification of Health Care Provider for Family Member's Serious Health Condition, or provide other administratively acceptable medical documentation. These forms are available at Appendix B of this agreement. FMLA leave will not become effective until approved by an appropriate management official.
  - c. Employees may request FMLA for the following purposes:
    - (1) The birth of a son or daughter of the Employee and the care of such son or daughter.
    - (2) The placement of a son or daughter with the Employee for adoption or foster care.

(3) The care of a spouse, son, daughter, or parent of the Employee who has a serious health condition.

(4) A serious health condition of the Employee that makes the Employee unable to perform any one or more function of the essential functions of his or her position.

10. Employees may review their official personnel folder during duty hours. Employees will be permitted to do so by making an appointment through their immediate supervisor.
11. Excused absence may be granted in accordance with applicable laws and regulations when the Office of Personnel Management authorizes a suspension of operations due to events beyond the control of the Employer.
12. Military Leave. Full cooperation will be extended to all Reserve components of the Armed Forces by granting leave of absence for military training purposes to authorized Employees. Each reservist of the Armed Forces of the United States or member of the National Guard who is entitled to leave of absence from his/her duties will be granted such leave without adverse effect on his/her performance rating, loss of pay, or charge to annual leave. Military leave will be granted to Employees upon presentation of official orders in accordance with applicable regulations.
13. Voluntary Leave Transfer Program. The Employer agrees to administer a Voluntary Leave Transfer Program in accordance with applicable laws rules and regulations.
14. Emergency/Mission Essential Employees who do not report for work as required may be charged annual leave, sick leave, credit hours, compensatory time earned, or LWOP as appropriate.
15. Employees may be granted excused absence to vote in government elections in accordance with appropriate laws, rules and regulations.
16. Employees may be granted court leave in accordance with appropriate laws, rules and regulations.

## ARTICLE XVI

### OVERTIME

1. The Employer retains the right to determine the requirements for overtime work. The Employer will determine the organizations and the numbers and types of positions necessary to perform overtime work. The Employer agrees that Employees performing the work during regular duty hours shall normally receive the opportunity for such overtime work on the basis of equal distribution.
2. Records showing the overtime distribution shall be maintained for Employees to review upon request, and all Employees shall have an equal opportunity to share in overtime unless an Employee indicates unwillingness to perform overtime duties. Employees may request relief from a required overtime assignment for good and sufficient reason. The Employer agrees to duly consider such requests. However, the Parties agree that once an Employee is directed to work overtime, the Employee is required to report and work the overtime unless excused by the Employer.
3. An Employee classified as non-exempt under the Fair Labor Standards Act (FLSA) shall neither be compelled nor permitted to work overtime without compensation. The smallest fraction of an hour used for irregular or unscheduled overtime will be a quarter hour. Amounts of irregular overtime will be paid in increments of fifteen (15) minutes overtime in accordance with applicable laws, rules, and regulations.
4. An Employee classified as non-exempt under the Fair Labor Standards Act (FLSA) who is required to return to his/her place of employment for unscheduled overtime work is entitled to a least two (2) hours pay at the overtime rate for each time he/she is called back to duty, even if the callback services are not required for the full two (2) hours.
5. If the overtime requirement has been changed, the Employer shall make a reasonable attempt to notify the Employee of the status as soon as possible. The Employee will call in at least two (2) hours prior to the scheduled requirement to verify the overtime. If an Employee is not called regarding any change or cancellation and the Employee reports for work as scheduled, he/she shall be paid two (2) hours overtime.
6. Motor Operations Division / Logistics Services Washington Overtime
  - a. Scheduled Overtime - The Employer agrees to inform Employees of scheduled overtime opportunities as far in advance as possible but not later than 24 hours so that Employees can take care of any personal matters such as child care and family transportation issues. The Employer agrees to post a list to solicit volunteers who desire to work.



b. **Unscheduled Overtime** - The Employer agrees to post daily a list for volunteers for unscheduled overtime that may occur no later than 8:00 a.m. No Employee's regular tour of duty will be extended so that the Employee can perform overtime.

c. Employees who volunteer to perform overtime work that is not within their normally assigned duty will not be arbitrarily denied the opportunity to work overtime.

d. **For Motor Pool Employees Only:** Once the Employee returns from an overtime mission and turns in the vehicle trip ticket, the Employee will be allowed an additional fifteen (15) minutes of overtime to complete any administrative requirements. However, the Employer recognizes that overtime hours may not necessarily end when the driver returns to the motor pool; any extension of overtime beyond fifteen (15) minutes will be approved by the Employer on a case-by-case basis.

## ARTICLE XVII

### **SHIFTS AND TOURS OF DUTY FOR MOTOR POOL OPERATIONS**

1. WG Employees of the Pool Service of the Motor Operations Division will have the opportunity to re-bid work shift assignments every year on a seniority basis within the Motor Operations Division.

a. Wage Leader (WL) Employees of the Dispatch Office of the Motor Operations Division will have the opportunity to re-bid work shift assignments every year on a seniority basis within the Motor Operation Division.

b. If the General Schedule (GS) Employees of the Dispatch Office of the Motor Operation Division become eligible for work shift assignment re-bidding, those Employees shall be included under this Article.

a. Shift re-bidding requests must be submitted by the first full week of August each year and will become effective the first pay period in September each year.

b. Employees will receive written notification of their shift or tour assignment no less than two (2) weeks in advance of the beginning of their assignments unless the Employee waives the two (2) week advance notice, or unless competent authority determines, pursuant to 5 CFR 610.121, that the Agency will be seriously handicapped in carrying out its functions or costs will be substantially increased if the two (2) week advance notice is given.

2. Normally, a regular tour of duty shall consist of five (5) consecutive eight (8) hour days. In addition, there shall be a thirty (30) minute lunch period. The Motor Pool Branch will consist of five shifts: Shift 1, 6:30 a.m. to 3:00 p.m.; Shift 2, 7:30 a.m. to 4:00 p.m.; Shift 3, 10:00 a.m. to 6:30 p.m.; Shift 4, 2:30 p.m. to 11:00 p.m.; Shift 5, 11:00 p.m. to 7:30 a.m..

3. No Employee shall be displaced on his/her shift by an Employee with less seniority in the Motor Transport Directorate.
4. Employees who are required to change their established tour of duty may be paid overtime in accordance with applicable laws, rules, and regulations.

## ARTICLE XVIII

### ALTERNATE WORK SCHEDULES

#### 1. DEFINITIONS:

a. Administrative Work Week: The administrative work week is the seven-day calendar week commencing at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

b. Alternate Work Schedules: An arranged tour of duty that varies from the basic work week. A compressed work schedule (CWS) as defined by this agreement is the only authorized alternate work schedule for bargaining unit Employees.

c. Basic Work Requirement: The number of hours, excluding overtime hours, an Employee is required to work or to account for by charging approved leave, excused absence, holiday hours, compensatory time off, or time off as an award.

d. Compressed Work Schedule: An alternative to the basic work week that allows for the basic work requirement (80 hours per bi-weekly pay period) to be completed in less than 10 work days. With supervisory approval, an Employee may opt for a 5/4-9 schedule, which consists of the Employee working 9 hours per day for 8 of 10 work days in a 14-day pay period, 8 hours on one day, and having one regular day off (RDO) per pay period.

e. Regular Day Off: An Employee's RDO may be any day that the supervisor and Employee mutually agree upon. Supervisors will evaluate Employee requests for a specific RDO with consideration for mission accomplishment and office coverage. The supervisor may flex the RDO within the pay period to accommodate either a mission need or an Employee request. Some situations may require the rotation of RDO to meet mission requirements. The same considerations apply to the Employee's regularly scheduled eight-hour day.

#### f. Lunch Periods:

(1) The start and end time for the thirty (30) minute lunch period will be approved by the supervisor.

(2) Lunch periods should normally be taken between the hours of 11:00 a.m. and 1:00p.m.

(3) Lunch periods are non-duty time.

(4) Employees may not shorten their duty day by working during or skipping the lunch period, or as management may deem appropriate for shift workers.

## **2. UNDERSTANDINGS OF THE PARTIES**

a. The objective of the AWS program is to fully support mission accomplishment while improving the efficiency and productivity of operations, enhancing personnel recruitment and retention, reducing absenteeism, fostering energy conservation and carbon emissions through reduction of commuter traffic, and furthering Employee job satisfaction and morale by improving the quality of work life.

b. Although an Employee may request a certain work schedule, management has the ultimate right to set work schedules in accordance with applicable laws and regulations, and to meet mission requirements.

c. An Employee's decline in job performance below the fully successful level and/or documented misconduct by an Employee may be grounds for suspending or canceling the alternative work schedule agreement.

d. Use of AWS must not disrupt operations nor impede the accomplishment of the organization's mission. Employees participating in AWS understand that they must be flexible in changing their planned schedules to accommodate the needs in accomplishing the mission. Employees must be prepared to make necessary changes in their preferred schedules to accommodate meetings and other work activities that require their presence at specific times or on specific days.

e. When a supervisor determines that a particular alternative work schedule has had or would have had an adverse mission impact on or would substantially disrupt the work of a directorate, office, or group of Employees with similar duties traceable to participation in such schedule, including but not limited to, reduction in productivity, untimely performance of work, unavailability of Employees for work, diminished level of services to the public, inadequate office coverage, problems with other operational requirements, workload demands, or an increase in the cost of operations, that particular alternative work schedule may be temporarily suspended or permanently terminated. When such a suspension or termination would affect bargaining unit Employees, the Union will be notified prior to the suspension or termination of the alternate work schedule in question, unless circumstances make that not practical, in which case the Union will be notified as soon as possible.

## **3. RESPONSIBILITIES**

a. Approval Authority (Normally the Employee's Branch/Division Chief) will:

(1) Ensure that alternative work schedules are offered to their Employees to the fullest extent possible to meet Employee desires while meeting mission requirements.

(2) Provide guidance to their supervisors and Employees on the provisions of this agreement.

(3) Act as the approval authority on all alternative work schedule requests.

b. Immediate supervisors will:

(1) Ensure their organizations are properly and sufficiently staffed to meet mission needs at all times.

(2) Ensure that Employees are treated fairly and equitably with respect to scheduling requests.

(3) Adjust an Employee's work schedule when mission accomplishment requires an adjustment.

(4) Ensure timekeepers are kept updated in a timely manner of all Employee work schedule changes.

(5) Allow, to the extent possible, temporary deviations from an approved work schedule.

(6) Maintain documentation regarding the establishment, revision, and/or termination of an Employee's AWS.

c. Employees will:

(1) Have a full understanding that participation in the AWS is not an Employee entitlement, rather it is a privilege.

(2) Consider a work schedule request that meets both mission requirements and personnel considerations.

(3) Be flexible in adjusting work schedules to meet mission requirements as needed.

(4) Complete the Employee - Management Alternate Work Schedule Agreement at Enclosure 1 and submit it to their immediate supervisor.

(5) Agree to remain under an approved work schedule for a minimum period of 180 days, unless the reason for the change is an emergency or personal

hardship, or the change is otherwise directed by a supervisor to meet mission or other requirements.

(6) Be responsible to report to work on time and put in a full day's work.

#### **4. PROCEDURES**

a. Employees will be given the opportunity to request to participate in the Alternate Work Schedules Program on a voluntary basis as follows:

(1) Any Employee wishing to participate in the program, or request a change in a current work schedule, shall complete and submit an Employee - Management Alternate Work Schedule Agreement to their immediate supervisor.

(2) The immediate supervisor will discuss the request with the Employee and promptly forward the request through the supervisory chain to the final approval authority as designated by the Employer with a recommendation for approval or disapproval. Reasons for disapproval will be included with the recommendation.

(3) Upon receipt of the Employee's request for AWS, the Approval Authority will normally make his or her decision within five (5) work days, or as soon as practicable thereafter. Once the decision on the request is made, it will be promptly sent back down through the subordinate chain of supervision and the immediate supervisor will communicate the decision to the Employee.

(4) The immediate supervisor will ensure a copy of all approved work schedule agreements are forwarded to the appropriate timekeeper.

b. Because of the nature of the work performed or based on an Employee's performance/disciplinary record, it may be necessary to deny an Employee's request for AWS and to keep them on the basic 8-hour day, 5-day week schedule. If an Employee's request for AWS is denied, the Employee will be notified in writing of the reason(s) for the denial and may grieve that decision in accordance with the negotiated Grievance procedure.

c. If a mission need arises that requires an Employee to work either part or all of their day off, the supervisor and Employee will arrange to reschedule the Employee's day off.

d. Employees who are in a training or TDY status for any part of a payperiod will revert to the basic work week, 8-hours a day, 5-days a week for the entire pay period, unless the supervisor deems it appropriate to keep the Employee on AWS

for any portion or part of that pay period. Employees are required to submit a copy of any schedule change to the timekeeper.

e. To ensure accurate records of the arrival and departure times and to ensure proper accounting of Employee time and attendance, supervisors may require their Employees to record their work hours in a manner deemed appropriate by the supervisor, including e-mail notification to the supervisor upon arrival to work.

f. Employees may be disciplined, removed, or suspended from AWS for, including but not limited to, failing to comply with the provisions of this policy, for abusing AWS privileges, for falsifying time and attendance records, for performance that is determined by the supervisor to be less than satisfactory, or other conduct that undermines the integrity of the AWS/CWS program. Employees may grieve a decision to remove or suspend and employee from AWS for cause.

## 5. LEAVE AND HOLIDAYS

a. Annual and Sick Leave: The policies and procedures for requesting annual and sick leave will remain the same except the amount of leave taken will be commensurate with an Employee's regular tour of duty.

b. Holiday: When a designated federal holiday falls on an Employee's scheduled RDO, the following rules apply when determining "in lieu of" holiday:

(1) If a holiday falls on an RDO that is a Monday, the subsequent workday (Tuesday) will be the Employee's designated "in lieu of" holiday.

(2) If a holiday falls on an RDO, other than a Monday, the Employee's preceding work day will be designated the "in lieu of" holiday. For example, the RDO is Friday, and the holiday falls on a Friday, the "in lieu of" holiday is Thursday. If the RDO is Wednesday, and the holiday falls on Wednesday, the "in lieu of" holiday is Tuesday.

c. Excused Absence: Excused absence from duty may be administratively authorized without loss of pay and without charge to leave in accordance with applicable regulations for excused absences on a scheduled work day; for example, the workplace is closed due to inclement weather. If such absence is authorized during an Employee's RDO, however, Employees **will not** be given equivalent time off at a later date or otherwise compensated.

d. Military Leave: An Employee who is a member of the National Guard or Armed Forces Reserve must convert to the basic work week for the pay period(s) while on military leave.

e. Overtime/Compensatory Time: Employees must get the prior approval of their supervisor to work overtime/compensatory time. For Employees on a CWS,



work performed in excess of the Employee's established compressed work schedule in a biweekly pay period may be considered overtime work subject to the provisions of Article XVI of the Agreement. The Employee may be entitled to compensatory time or overtime pay, as appropriate.

## **ARTICLE XIX**

### **FURLOUGHS**

1. This Article sets forth procedures which will be followed if the Employer determines it necessary to furlough career Employees. Furlough is a management right defined in 5 USC §7106 (a) (2) (A). Furlough is defined in 5 USC §7511(a) (5) as the placing of an Employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons. Congress, or other appropriate authority, will determine whether furloughed and exempted Employees receive pay for the furlough period.
2. Absent circumstances beyond the Employer's control, Management will notify the Union of a proposed furlough fifteen days before the Employees are notified. At that time, management will advise the Union of the reason for the furlough, the number, names, titles, series and grade of all Employees affected, and the measure which management proposes to reduce the adverse impact on Employees. The Employees will be given specific notice (30-day notice for furlough of less than 30 days; 60-day notice for furloughs in excess of 30 days).
3. Detailed furlough documents will be made available to the affected Employee and to the Union.
4. Upon being notified of a proposed furlough, the Union will propose topics for bargaining within seven (7) days, or waive any such negotiations. Examples of topics appropriate for bargaining include but are not limited to:
  - a. the content of furlough notices;
  - b. the content of solicitation of volunteers for furlough;
  - c. scheduling of consecutive or nonconsecutive furlough days;
  - d. programs for counseling Employees about furloughs and unemployment compensation benefits;
  - e. provisions of keeping the Union informed of furlough developments;
  - f. any impacts on Union representation during the furlough; and
  - g. the process for recall from furlough.
5. Whenever possible, furloughed Employees shall have the option to choose continuous furloughs instead of sporadic furloughs, so as to qualify for unemployment benefits.

6. **Furloughs For More Than Thirty (30) Days:** The Employer will not fill a vacant position, except by internal placement or in accordance with applicable veterans' preference laws and regulations, when an Employee on furlough in the same competitive area is qualified and available for a position at the same or lower grade from which furloughed.
7. **Identification of Furloughed Employees:** Will occur in accordance with applicable government-wide regulation and OPM guidance.
8. **Recall of Employees From Furlough:** When the Employer recalls Employees to duty in the same competitive level within one Bargaining Unit from which they were furloughed, it will be in order of service computation date ranking starting with the longest Reduction in Force (RIF) service computation. Recall from furlough for placement in other competitive levels is determined by the qualifications, availability, and service computation date ranking of the furloughed Employee.
9. Employees on furlough have rights at least equal to those they would have had if they had been separated and placed on the reemployment priority list.

#### **10. Scheduling:**

- a. For furloughs of thirty (30) days or less (short furlough), the total number of days which the Employee may be furloughed shall not exceed thirty (30) days (if consecutive) or 22 workdays (if non-continuous).
  - b. Furloughs can be for consecutive or nonconsecutive days. The Employer will consider Employee personal needs, whenever possible, in determining which days will be worked during nonconsecutive furloughs. Furloughs will be recorded in the correct manner to ensure unemployment compensation benefits are afforded to eligible Employees.
  - c. The Employer may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The Parties will negotiate as appropriate.
11. **Leave During Furloughs:** The Employer may designate whichever days it chooses as furlough days. However, the Employer may consider an Employee's particular circumstances, to include the following:

- a. For hardship cases, the Employer may consider deferring a furlough for Employees on sick leave.
- b. Regarding “use or lose” annual leave, the provisions of Leave Restoration will apply.
- c. Where permissible under existing rules, Employees shall have the option of electing days of leave without pay (LWOP) in place of furlough.

12. **Emergency Furloughs:** Consistent with 5 CFR 752.404(d)(2), advance written notice to Employees with an opportunity to answer are not necessary for furlough without pay due to unforeseen circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate curtailment of activities. When the Employer is aware of a possible government shutdown to the extent practicable, it will:

- a. Notify the Union and provide copies of any official notices received which advise the Agency of a potential furlough.
- b. Provide Employees potentially affected by such a furlough written information addressing their rights, benefits and obligations.

13. **Other consideration:** Employees are expected to listen to radio, television broadcasts, and other news sources to learn when an appropriation or continuing resolution has been signed, or when the debt ceiling has been raised. Employees will be required to return to work as specified in announcements by the Office of Personnel Management (OPM) or other delegated authority. Employees who travel during the time of the furlough will be expected to return to work in accordance with the terms of this Article or with the more specific instructions.

## **ARTICLE XX**

### **TRAINING**

1. The Parties recognize that a well trained work force enhances efficiency, quality, and morale. To provide for a well trained and efficient work force and to the extent that such training is consistent with mission needs, as determined by the Employer, the Employer agrees to:

- a. Provide adequate training for Employees to meet their performance requirements or standards. Training may be provided by informal or formal methods, including on-the-job briefings, computer-based courses (including Resume Builder), or classroom instruction, subject to the availability of funds.
- b. Provide cross-training opportunities to Employees when funding and mission requirements permit.
- c. Provide training opportunities on a fair and equitable basis to all Employees.
- d. Consider Union or Employee recommendations identifying training opportunities.
- e. Provide training for all new Employees before placing new Employees on off-shifts. This training will enhance the new Employee's ability to perform all the required functions of the new position.
- f. Review and update the existing Standard Operating Procedure for Motor Pool Operations on the first month of every calendar year and provide each Employee with a copy.
- g. Provide all Employees with driving job duties with an opportunity to attend a defensive driver's course based on funding and mission requirement.

## ARTICLE XXI

### LABOR RELATIONS UNION TRAINING

1. An Employee who is a Union Representative may be excused without charge to leave to attend a training session sponsored by the Union, provided that the subject matter of such training is of mutual interest to the Employer and the Employee in his or her capacity as a Union Representative and that the Employer's and the Union's interest will be served by the Employee's attendance. Time will not be allowed for training relating to internal Union business.
2. Total excused absence for this purpose will not exceed a total of 160 hours per year for the first two (2) calendar years and 80 hours for each calendar year thereafter for qualified Union Representatives.
3. A written request for excused absence for this purpose will be submitted the Executive Director, AHS or his designee as far in advance as possible, but not less than one (1) week prior to the beginning of the training. The request will contain information about duration, purpose, and nature of the training, and the training agenda or a letter explaining the nature of the training.
4. No expenses for such training will be borne by the Agency.

## ARTICLE XXII

### UPWARD MOBILITY

1. Upward Mobility is a systematic management effort that focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level Employees who are in positions or occupational series which do not enable them to realize their full potential. As a part of an Upward Mobility program, management in concert with the Union, will attempt to have jobs skills identified for certain groups of jobs in order to identify training requirements for Employees.
2. The Employer agrees:
  - a. To encourage and identify developmental training in conjunction with the Employee's Individual Development Plan.
  - b. To promote the maximum use of skills among current Employees.
  - c. To provide career development counseling.
  - d. To provide opportunities for job related training consistent with resources and needs.
  - e. To comply with the law and Office of Personnel Management regulations regarding Upward Mobility.
  - f. To adhere to merit system principles as required by applicable law and regulation.
3. Entry into designated Upward Mobility positions will be competitive.
4. The Union agrees:
  - a. To encourage Employees to make maximum use of their skills.
  - b. To ensure that Employees recognize the need for and contribute to Government efficiency.
5. Employees are encouraged to seek educational counseling from the Pentagon Army Educational Office.

## ARTICLE XXIII

### EQUAL EMPLOYMENT OPPORTUNITY

1. Definition: The Employer and the Union reaffirm their commitment to the policy of providing equal employment opportunities to all Employees and applicants for employment and to prohibit discrimination because of race, color, religion, national origin, disability, age, genetic information marital status, and sexual orientation in accordance with applicable laws, Executive Orders, rules, and regulations. Employees have the right to engage in the EEO process at any time and may do so by contacting an EEO specialist or by directly contacting the Directorate of Equal Employment Opportunity (DEEO). Any requests for administrative time to work on an EEO case (formal and informal) shall be approved by the Employer consistent with applicable laws, rules and regulations. No Employee will be reprimed against for participation in protected EEO activity.
2. Anyone engaging in discriminatory practices against Employees may be subject to prompt disciplinary action.
3. An Employee discussing a problem of alleged discrimination with an EEO counselor or at any step of the EEO complaint process has the right to be accompanied by a Union Representative of his or her choice, if he or she so desires. This right to a choice of representation will be limited when there is a conflict of interest as defined in AR 690-600.
4. The Employer will continue to provide overall management support to achieve equal opportunity objectives, as well as diversity and inclusion, throughout the Bargaining Unit. The Employer shall share with the Union its policy regarding anti-harassment awareness in the workplace. The Employer will also make available to Employees written updated information regarding the EEO complaint process.
5. An Employee may be accompanied by a Union Representative during an informal discussion with an EEO Specialist if requested by the Employee.
6. The Union will be given the opportunity to have a representative present at any formal discussions with Employees during the EEO process, including those where possible settlements are made. This does not include the informal stage.
7. Both Parties recognize that training in EEO issues, including the prevention of discrimination and sexual harassment, is an important tool in ensuring Equal Employment Opportunity and a discrimination free workplace. The Employer agrees to schedule training for staff on a regular basis, and to provide additional training if needed.



8. Reports compiled by the Employer on the EEO Program will be provided to the Union upon request. The Employer also agrees to furnish the Union with a copy of the EEO Affirmative Action Plan.

## ARTICLE XXIV

### MERIT PROMOTION AND DETAIL

1. All personnel actions involving career progression shall be consistent with the spirit and intent of the merit promotion system, Civil Service Reform Act, and applicable laws rules and regulations.
2. The Parties recognize that positions may be filled from any appropriate source in accordance with established laws, rules, and regulations. The Parties agree that management may use a number of recruitment methods simultaneously in order to reduce the total time to refer candidates. The Employer is not precluded from advertising vacancies both internally and externally for Bargaining Unit positions.
3. Exceptions to competitive Merit Promotion procedures include:
  - a. Promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error.
  - b. Placements made during or in lieu of reduction in force (RIF) as permitted by governing regulations.
  - c. Career ladder Promotion. A promotion without further competition of an Employee who was appointed in the competitive service from a civil service register, by direct hire, by noncompetitive appointment or noncompetitive conversion, or under the competitive promotion procedures of this plan for an assignment intended to prepare the Employee for the position being filled (the intent must be made as a matter of record and career ladder must be documented).
  - d. Promotion to a grade previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) from which the Employee was separated or demoted for other than performance or conduct reasons.
  - e. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having no greater promotion potential than that of a position the Employee currently holds or previously held on a permanent basis in the competitive service (or other merit system with which OPM has an interchange agreement) from which the Employee was separated or demoted for other than performance or conduct reasons.
  - f. Promotion resulting from an Employee's position being classified at a higher grade because of additional duties and responsibilities.

- g. Promotion or placement of an Employee entitled to noncompetitive priority consideration as corrective action for failure to be given proper consideration under the requirements of this plan.
  - h. Placement of Employees who have eligibility for special consideration for re-promotion. These Employees are those who are receiving grade or pay retention benefits due to involuntary placement in lower grade or declination of functional transfer.
  - i. Noncompetitive conversion of severely disabled individuals and promotion after conversion provided the position occupied has an established full performance level (career ladder).
  - j. Noncompetitive conversion of students under Student Career Experience Program and promotion after conversion provided the position has an established full performance level (career ladder).
  - k. Noncompetitive appointment of eligible veterans with a 30% or more disability who are serving on temporary appointments and promotion after conversion provided the position occupied has an established full performance level (career ladder).
  - l. Noncompetitive appointment of Veterans Recruitment Appointment (VRA) eligibles and promotion after conversion provided the position occupied has an established full performance level career ladder.
  - m. Noncompetitive appointment of OPM interchange agreement eligibles, reinstatement eligibles, and Executive Order eligibles.
4. Non-selected Employees for Bargaining Unit vacancies are permitted Union representation in any request for review of the merit promotion case. Upon a written request by the Union, the Employer will request information contained in the merit promotion file from the HQDA CPAC. The following information shall be provided:
- a. The number of skills required and the number of skills each grieving Employee met.
  - b. Whether the grieving Employee was qualified, and whether he or she was referred for selection.
  - c. The name of the selectee.
  - d. Non-selected Employees may also review the requested information contained in the merit promotion file, consistent with the Privacy Act and other applicable laws, rules, and regulations.

- e. Employees or Employee representatives (who are identified in writing), shall be permitted to review all the information described in 4.a. through d. of this article. If the Employee files a grievance, he or she will be furnished one (1) copy of these documents upon request. All documents will be sanitized for privacy purposes.
5. Employees within a career ladder who have performed satisfactorily and are recommended by their supervisor as having demonstrated their ability to perform at the higher level may be promoted to the next grade of that ladder provided they have met all requirements.
6. Details:
  - a. In the interest of effective Employee utilization, details to position or work assignments are made by management and will be aligned with the mission of the Agency and consistent with this article, applicable regulations, and the merit promotion system.
  - b. Documentation is not necessary for a detail that is identical to or of the same grade and series requiring the same basic duties as the Employee's current position. Details for more than 30 days but less than 120 days to a higher graded position or to a position with promotion potential will be documented by a Request for Personnel Action (RPA). The RPA detail will be filed on the temporary side of the OPF and the Electronic Official Personnel Folder (eOPF), upon conversion. Employees are free to view their OPFs and eOPF, when it becomes available.
  - c. The detail procedure shall not become a device to afford certain individuals an unfair opportunity to gain qualifying experience or to prevent others from gaining such experience. Therefore, details should be rotated to the fullest extent practicable consistent with the accomplishment of the Employer's mission.
7. Temporary promotions shall be made when an Employee is temporarily placed in a higher graded position or assigned to established duties that have been properly classified at a higher grade and the Employee has met minimum OPM qualification requirements. Employees shall be compensated when temporarily promoted to a higher graded position.

## ARTICLE XXV

### POSITION DESCRIPTIONS

1. Each Employee will be given a position description (PD) for the official position to which they are assigned. Employees can review, copy, and print their position description through Civilian Personnel On-Line (CPOL) portal/MyBiz.
2. Any Employee who feels that he/she is performing duties on a regular, recurring, and continuing basis outside the intent of his/her position description (PD) or that the position is inaccurately described or classified, may request that the supervisor review the position description. If the Employee and supervisor cannot resolve the difference, the supervisor may request the Civilian Personnel Advisory Center to audit the Employee's duties and responsibilities and verify the PD. If the CPAC determines that the position description does not accurately describe assigned duties and responsibilities, management agrees to take corrective action.
3. Classification Appeals:
  - a. General Schedule (GS) Employee may appeal through the Headquarters Department of the Army (DA), the Department of Defense (DOD) Civilian Personnel Advisory Service (DCPAS) or directly to the Office of Personnel Management (OPM) under the provisions of Title 5 Code of Federal Regulations (CFR) Part 511, and AR 690-500, Chapter 511.
  - b. A Federal Wage System (FWS) Employee must file a position classification appeal within the Department of Defense (DOD). If the Employee is dissatisfied with the DOD decision, he/she may appeal to OPM under the provisions of 5 CFR Part 532. An FWS Employee may file directly with OPM when he/she believes the position should be under the General Schedule.
  - c. Classification standards and procedural regulations are available on line. A Human Resources advisor in the CPAC will be available to answer questions. The Employer agrees to provide assistance regarding pertinent information concerning a classification appeal.

## ARTICLE XXVI

### PERFORMANCE STANDARDS & EVALUATIONS

1. Performance Appraisal System
  - a. The Activity will use the Department of Army's civilian performance appraisal system. The current performance appraisal system is the Total Army Performance Evaluation System (TAPES).
  - b. TAPES is a positive based appraisal system, intended to motivate an exceptional workforce, by linking individual performance to Activity goals.
  - c. The system promotes individualized measures or expectations based on the type of assignments generally received and the type of work normally performed in the work unit.
  - d. The performance appraisal system will be administered in accordance with applicable rules, laws and regulations.
2. In the interest of providing for objectivity in a supervisory appraisal, an Employee should have been working under the evaluating supervisor for at least 120 calendar days during the reporting period. In those circumstances where Employees are detailed, for whatever reason, for more than 120 days to another supervisor, he/she will become the supervisor of record for the purpose of this section.
3. Application: The evaluation given Employees by their supervisor shall be prepared in accordance with the following:
  - a. The supervisor will discuss the Employee's job performance with the Employee discreetly, annually, and on one other occasion, normally mid-term. Discussions/counseling regarding job performance should be conducted in a private setting. Employees shall be provided at least 24 hours notice for performance evaluation discussions. Employees will also be permitted to give input at the beginning and during the rating period regarding their accomplishments and achievements.
  - b. If the supervisor has identified shortcomings in the Employee's performance, the Employee shall be notified when the problem is perceived and/or at the mid-term discussion. The supervisor will tell the Employee what is necessary to improve in order to satisfactorily perform duties.

- c. The annual performance evaluation will be in written form. All performance evaluations will be reviewed and approved by the senior rater, when a senior rater is used.
- d. Employees may access the negotiated grievance procedure should the Employee disagree with the performance rating.

## ARTICLE XXVII

### DENIAL OF WITHIN GRADE INCREASES

1. A level of competence determination shall be communicated to the Employee as soon as possible after completion of the waiting period or other period upon which it was based.
2. If the Employee's performance is not at an acceptable level of competence (i.e., any rating less than fully successful), the Employer will notify the Employee in writing that the within grade increase will be withheld. The notice will include reasons for the action and will also inform the Employee of his right to file a timely Grievance or request for reconsideration which will allow for an appeal to the Merit Systems Protection Board (MSPB), if the Employee's within grade increase is denied.
3. Prior to the date an Employee is eligible for a within grade increase, the Employer will review the work of the Employee. When the supervisor's review leads to the conclusion that the Employee's work is not at an acceptable level of competence, the supervisor will provide to the Employee, in writing, at least sixty (60) calendar days before the Employee is eligible for the within grade increase, the following:
  - a. An explanation of those aspects of performance in which the Employee's service falls below an acceptable level, with specific examples of shortcomings in each area of performance;
  - b. Specific written recommendations as to what the Employee must do to bring his/her performance up to the acceptable level;
  - c. A statement that performance may be found unacceptable unless improvement to an acceptable level is shown; and,
  - d. A statement that the Employee has a period of at least (60) calendar day in which to bring performance up to an acceptable level or a written grade increase will be denied.



## ARTICLE XXVIII

### **ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

1. Correction of unacceptable performance will be in accordance with 5 CFR Part 432 and AR 690-400. The Parties recognize and agree that a permanent Employee may also be reassigned as a result of unacceptable performance. Non-probationary Employees will receive at least a sixty (60) day opportunity to demonstrate acceptable performance. Probationary Employees will also receive a minimum sixty (60) day opportunity to demonstrate acceptable performance; however, if the 60 day period exceeds the probationary period, the Employer maintains the right to terminate the Employee based on the rules and regulations associated with probationary Employees.
2. A permanent Employee having completed a probationary period whose reduction in grade or removal is proposed is entitled:
  - a. A thirty (30) days advance written notice of the proposed action which informs the Employee:
    - (1) Of specific instances of unacceptable performance by the Employee on which the proposed action is base;
    - (2) Of the standards/objectives of the Employee's position involved in each instance of unacceptable performance.
    - (3) A reasonable time to answer orally and/or in writing.
    - (4) His or her right to be presented by a Union representative, an attorney, or other representative.
  - b. A written decision which:
    - (1) In the case of a reduction in grade or removal, specifies standard/objectives of unacceptable performance by the Employee on which the reduction in grade or removal is based, and
    - (2) Unless proposed by the Head of the Agency, has been concurred in by an Employee who is a higher position than the Employee who proposed the action.
3. If an Employee who is the subject of an action based on unacceptable performance raised a medical condition for his/her performance deficiencies and the Employee has the requisite years of service under the Civil Service Retirement System or the Federal Employees Retirement System, the

Employer shall provide information concerning application for disability retirement (5 CFR 432.105 (C) (iv)).

4. When an Employee's performance is unacceptable, the Employee will receive a written Performance Improvement Plan that will contain:
  - a. A notice of unacceptable performance in one or more critical elements of the Employee's performance standards and at least sixty (60) days to bring his/her performance to an acceptable level. During the improvement period the Employee will be given the opportunity to work on those critical element(s) of the job that are unacceptable while maintaining an acceptable level of performance on all other critical elements.
  - b. Information on how the supervisor will assist the Employee in becoming successful.
  - c. Information on what the Employee must do to bring performance to an acceptable level during the improvement period.
  - d. Periodic evaluation of the Employee's performance during the improvement period. Failure to improve performance during the improvement period to a successful level may result in removal, demotion or reassignment to another position.
  - e. If at the end of the performance improvement period the Employee is performing at an acceptable level, the Employee will be so notified in writing.

## ARTICLE XXIX

### DISCIPLINARY AND ADVERSE ACTIONS

1. The broad objective of discipline and adverse action is to prevent prohibited activities and to motivate Employees to conform to acceptable standards of conduct. Discipline is a part of the daily responsibility of supervisors and not merely the action taken at times when an Employee deviates from acceptable forms of conduct. The supervisor's most effective means of maintaining discipline is through the promotion of cooperation, of sustained good working relationships, and of the self-discipline and responsible performance expected of mature Employees.
2. The Union recognizes that the immediate supervisor has an obligation to question and counsel Employees in an effort to assure that the facts are correct in any situation. An Employee is entitled to Union representation if he or she reasonably believes that the discussion may lead to disciplinary action and requests Union representation.
3. A disciplinary action for the purpose of this Article is defined as:
  - a. Official reprimand.
  - b. Suspension of 14 days or less (Suspension of 14 days may be exercised between pay periods, (i.e. last week of one pay period and beginning week of next pay period)).
4. An adverse action for the purpose of this Article is defined as:
  - a. Suspension for more than 14 days (Suspension of 14 days or more may be exercised between pay periods, (i.e., last week of one pay period and beginning week of next pay period)).
  - b. Demotion, involuntary reduction in grade or pay.
  - c. Removal.
5. Disciplinary and adverse actions will be taken only for just cause, and such cause as will promote the efficiency of the service and will be in accordance with applicable laws, rules, and regulations.
6. In the event of a proposed suspension or adverse action the Employee will receive a notice in duplicate, one copy of which the Employee may, if desired, distribute to the local. The notice must contain:
  - a. The charge and reason for the proposed action.

- b. The Employee's right to representation to include Union representation.
  - c. Information as to time limit for reply to the proposed action.
  - d. The name of the deciding official the Employee is to respond to.
  - e. That the Employee may respond orally, in writing or both within 10 calendar days and may submit affidavits or other written documentation in support of that reply. This period may be extended by the deciding official upon request by the Employee, within the time limit stated. Every effort shall be made to approve reasonable requests for extension.
  - f. That if the Employee responds, the reply will be considered by the deciding official.
  - g. Of the Employee's status during the notice period.
  - h. That the Employee and or representative, if he or she is an Army Employee and in an active duty status, shall be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice for the proposed action.
  - i. That the arrangements for use of such time must be made with the appropriate supervisor.
7. The Deciding Official making the decision will fully consider the Employee's response before issuing a disciplinary or adverse action. If the Employee does not provide a response, the Deciding Official will render a decision independently.
8. The deciding official after considering the evidence and the Employee's response shall:
- a. Not institute any discipline.
  - b. Institute a lesser penalty or
  - c. Institute the proposed action.
9. Management agrees to render a decision, within sixty (60) calendar days after the date of the Employee's response to the proposed action or within sixty (60) calendar days of the suspense date for responding in the event the Employee elects not to respond. If management is unable to render a decision within sixty (60) calendar days, management will notify the Employee in writing as to the reason for the delay and when a decision will be forthcoming. The Employer agrees to furnish the Employee two (2) copies of any notice of decision. The

Employee shall be informed that if he/she elects to be represented, a copy may be furnished by the Employee to the Union.

10. In the event the Employee is issued an unfavorable decision on a disciplinary action, he or she shall be advised of the grievance procedures available to him/her. Employees may grieve disciplinary actions through the Negotiated Grievance Procedure found at Article VII starting at the next higher step than the Deciding Official within ten (10) calendar days after the date of receipt of the disciplinary action.
11. In the event the Employee is issued an unfavorable decision on an adverse action, he or she shall be advised of the right to grieve the action under the negotiated Grievance procedure. Employees may grieve disciplinary actions through the Negotiated Grievance Procedure found at Article VII starting at the next higher step than the Deciding Official within ten (10) calendar days after the date of receipt of the disciplinary action, or may appeal the action to the Merit Systems Protection Board, but not both. The appropriate Merit Systems Protection Board address shall be included in the final action.
12. Disciplinary or adverse actions against an Employee shall be effected upon such decision by the deciding official and shall not be stayed pending exercise of the Employee's Grievance or appeals rights.
13. The Deciding Official agrees to consider the Douglas Factors for all disciplinary actions. The Deciding Official must consider the Douglas Factors listed below for all adverse actions which may weigh for, or against the Employee in determining the appropriateness of the penalty for misconduct. The Deciding Official is not required to consider the Douglas Factors in cases involving removal actions for National Security reasons.
  - a. The nature and seriousness of the offense, and its relation to the Employee's duties, position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
  - b. The Employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
  - c. The Employee's past disciplinary record;
  - d. The Employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
  - e. The effect of the offense upon the Employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the Employee's ability to perform assigned duties;

f. Consistency of the penalty with those imposed upon other Employees for the same or similar offenses;

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

h. The notoriety of the offense or its impact upon the reputation of the agency;

i. The clarity with which the Employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

j. Potential for the Employee's rehabilitation;

k. Mitigating circumstances surrounding the offense such as unusual job tension, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the Employee or others.

14. Before removing an Employee who acknowledges personal or behavioral problems, the Employer may offer the Employee the opportunity to avail him/herself of professional help in accordance with the Employee Assistance Program.

## ARTICLE XXX

### ANTI-HARASSMENT

1. The Employer acknowledges that it has a duty to provide and maintain an environment of trust and respect of human dignity. Workplace harassment, including sexual harassment, has no place in the Army. The Employer is committed to an environment of mutual respect, dignity, and fair treatment.

2. Workplace harassment based on race, religion, color, sex, national origin, age, disability, genetic information, reprisal, or other impermissible basis, is not acceptable in either the military or civilian ranks.

3. DEFINITION: Harassment includes, but is not limited to any offensive conduct such as slurs, jokes, or other verbal, nonverbal or physical conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, offensive, or hostile environment. Even if a single utterance, joke, or act does not rise to the level of actionable harassment under the law, such conduct is contrary to Army values. Leaders at all levels must guard against harassment and should proactively ensure that the work environment is free from all forms of harassment.

4. Sexual harassment is a form of sex discrimination. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career; or (b) submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

5. In determining whether the alleged conduct constitutes harassment, the Employer will look at the record as a whole and the totality of the circumstances, such as the nature and the context in which the alleged incident(s) occurred. The Employer agrees to take prompt action to protect its Employees from such activity when the Employer determines that a valid complaint exists. The Employee may seek an EEO Specialist of the same gender if possible or available to hear an Employee's complaint of harassment.

6. If an individual believes he/she has a problem of harassment, the standard Equal Employment Opportunity (EEO) complaint process or the appropriate Union Grievance or appeal process can be followed. The affected individual may contact either a Union representative or EEO Specialist for further information. Individuals may also report any incident of harassment to the Inspector General (IG).

7. Individuals who in good faith report violations of this harassment policy are assured of freedom from restraint, interference, coercion, discrimination, or reprisal for reporting violations, and any Employee found to have violated this assurance may be disciplined pursuant to Federal regulations.



## ARTICLE XXXI

### OUTSOURCING

1. The Employer shall be available to advise and discuss with the Union any proposal to review a functional area for contracting out possibilities applicable to Bargaining Unit when needed or as appropriate. This shall include providing to the Union requested material, as appropriate, concerning a contracting out study and/or decision to solicit bids for contracts. Milestone charts that do not contain procurement sensitive or management sensitive information will be provided to the Union. Upon request, the Employer shall meet and discuss with the Union as actions are taken in accordance with these charts.
2. The Employer's representative will meet with the Union's representatives to discuss:
  - a. The reasons for contracting out.
  - b. How Employees will be affected.
  - c. How to minimize any adverse effects on Employees.
3. Affected Employees will be afforded placement rights and retraining in accordance with application rules, regulations, and procedures, including Office of Management of Budget (OMB) Circular A76, for right of First Refusal, and the terms of this agreement governing reduction in force actions. The Employer will notify and negotiate, as permitted by law, rule or regulation, depending on the subjects, with the Union concerning a proposal to contract functions, proposal to review a functional area for contracting possibilities, or final decision on such proposals for functions performed by members of the bargaining unit.
4. Management studies and performance work statements will be conducted in accordance with OMB Circular A76. The Union will be afforded the opportunity to review work statements and make comments. The Union will be notified when definite dates are available of the date set for receipt of bids/offers, invitation for bid (IFB) or request for proposal (RFP). When the decision is to proceed with a solicitation, the Employer will apprise the Union of the status of the solicitation.
5. The Administrative Appeal period for cost comparisons is fifteen (15) days after formal supporting documentation to the government's bid is made available to affected Parties. Copies of formal supporting documentation to the in-house bid will be made available at bid opening.

## **ARTICLE XXXII**

### **HEALTH AND SAFETY**

1. The Employer shall institute an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196, and Chapter XVII of Title 29, Department of Labor Rules and Regulations. The Employer and the Union shall negotiate on the impact of any management proposed changes or recommendations relative to safety and health policies and or standards. Union officials involved in activities or representation pursuant to this article shall be considered to be on official duty.
2. The Employer will to be the best of its ability provide safe and sanitary working conditions and equipment in accordance with standards promulgated under OSHA.
3. The Union and the Employer agree to encourage all Employees to observe all safety rules and regulations, to use protective clothing and equipment, and to report to their immediate supervisors any unsafe or unhealthy working conditions. A Union representative will be informed and may accompany the supervisor on any inspection made pursuant to report of unsafe or unhealthy working conditions.
4. If there is a complaint made, a Union representative may accompany the safety and health inspections of facilities housing unit Employees made pursuant to OSHA which are done by AHS officials and non-AHS officials.
5. Employees shall immediately report job connected injuries or illnesses to their supervisor.
6. Protective devices, when required for wear shall be determined and furnished by the Employer for use by Employees at the work site.
7. The Employer reserves the right to designate those positions that require the use of safety/protective devices and what those safety devices will be. The Union may submit for Employer's consideration those positions that they feel should require safety/protective devices.
8. Employees will be provided with a copy of any Safety Officer's final report conducted in response to any safety incident or accident. Employees can access the negotiated grievance procedure to contest undesirable findings.

## **ARTICLE XXXIII**

### **PERSONNEL RECORDS**

1. The Electronic Official Personnel Folder (eOPF) will be the official repository for records affecting an Employee's status and Federal service. The eOPF provides the basic source of factual data about the Employee's Federal employment history and is used primarily by the Civilian Personnel Advisory Center in screening qualifications, determining status, computing length-of-service, and information needed in providing personnel services. Employees can access their eOPF through MyBiz.
2. Material will be filed in the eOPF in compliance with applicable rules and regulations of the Office of Personnel Management (OPM). The Employer will assure that eOPF's are protected against use by unauthorized persons. eOPFs will be maintained in accordance with applicable Privacy Act requirements.
3. An Employee may allow his/her designated representative to view his/her eOPF. Erroneous information found in the eOPF will be corrected upon presentation of administratively acceptable documentation to the designated eOPF service provider. It is suggested that Employees review their eOPFs annually.
4. Employee records maintained by immediate supervisors will be adequately secured to prevent inappropriate disclosure. Negative information used as a basis for disciplinary/adverse actions will be disclosed to the Employee prior to the action being affected.

## **ARTICLE XXXIV**

### **REDUCTIONS IN FORCE AND OUTPLACEMENT**

1. All Reduction in Force (RIF) actions will be in accordance with 5 CFR Part 351 and this Article. The provisions of this Article will be in addition to the requirements contained in 5 CFR Part 351.
2. A RIF action is defined as any action taken by the EMPLOYER to release a competing Employee from his/her competitive level by furlough of more than 30 calendar days, separation, demotion, or reassignment requiring displacement, when such action is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, an individual's exercise of reemployment rights or restoration rights, or reclassification of an Employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force in the Employee's competitive area and when the reduction in force will take effect within 180 days..
3. Specific notices to affected Employees will be issued at least sixty (60) calendar days prior to the effective date of the RIF.
4. To provide adequate time to determine Employee retention standing, an agency may provide for a cutoff date, a specified number of days prior to the issuance of reduction in force notices after which no new ratings of record will be put on record and used for purposes of reduction in force. When a cutoff date is issued, an Employee will receive performance credit for the three most recent ratings of record received during the 4-year period prior to the cutoff date. Employees will be notified if a cutoff date is established.
5. The Employer will provide the Union access to the retention register. In the event of an actual RIF, the Employer agrees to brief Union representatives and Employees on the use of the retention register. The Union will be briefed separately and provided procedural information on the retention register as it becomes available.
6. The Employer agrees to take all appropriate actions deemed necessary to minimize the adverse effects of a RIF on Employees. In the event of a RIF, existing vacancies that management has decided to fill during the RIF, will be used to the maximum extent possible to place Employees in continuing positions in order to minimize adverse actions and reduce separations during a reduction in force.
7. An Employee who has received a specific notice of a RIF, has a right to review all of the records pertaining to the RIF action that has or will be taken against the Employee and to see a copy of the applicable regulations pertaining to RIF. This includes access to the retention register for his/her competitive level and those

for other positions for which he/she believes he/she is qualified down to and including those in the same or equivalent grade as the position, if any, which constitutes the best offer, or if separation is proposed, all positions equal to and no more than three grades or appropriate grade intervals below the grade of his/her current position within his/her assignment rights. The Employee does not have a right to view classified, privileged, personal identifiable information, or other information that may violate Employee privacy interests (Privacy Act).

8. Any career or career-conditional Employee who is separated as a result of RIF, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such Employee shall be given preference for reemployment in accordance with applicable regulations.
9. The bump and retreat rights of Employees affected by RIF shall be governed by applicable laws, rules, and regulations.
10. In any case where an Employee accepts a demotion in lieu of separation by a reduction in force action, the Employee must meet the established qualification requirements of the lower grade position to which he/she is to be assigned unless otherwise waived by appropriate authority, as provided for by 5 CFR section 351.703. (Definition of appropriate authority is position management officer/Director or designee.)
11. RIF actions which are appealable to the Merit Systems Protection Board (MSPB) will not be subject to Grievances under the negotiated Grievance procedure.
12. The Employer agrees to offer opportunities to Employees adversely affected by a RIF to return to employment based on, and in accordance with, applicable veterans' preference laws and regulations, and the Employees' registration on the repromotion, reemployment priority list, and priority placement program in conjunction with the Employee meeting the qualifications of the temporary or permanent position to be filled. These offers will be made prior to opening the vacancy to other Unit Employees or outside applicants.
13. The Employer will notify all employees at least 20 work days prior to the cutoff date by which the Employees must have all information updated/verified in their OPF that may affect the Employees placement rights, including the need to update resumes. The Employer and the Union jointly recognize the importance of an accurate updated OPF for RIF purposes.
14. Temporary positions, when offered to Activity Employees separated as a result of a RIF, will be offered to qualified Employees based on seniority in accordance with Employees' adjusted service computation date and veteran status.

## **ARTICLE XXXV**

### **INJURY OR ILLNESS ON THE JOB**

1. All Employees are covered for workers compensation under the Federal Employees Compensation Act. When an Employee sustains a traumatic, or occupational disease or illness injury in the performance of duty, the Employee or someone acting on his or her behalf must give a written report on CA Form 1 (for Traumatic Injuries) or CA-2 (for Occupational Illness or Disease) to the supervisor. The Employee will be responsible for providing medical documentation in reference to their on the job injury in order to be entitled to continuation of pay. The Employee will inform the supervisor if he or she wishes to receive sick leave, annual leave, or leave without pay or whether he or she requests continuation of regular pay (for traumatic injuries only) for the period of disability. The Employer shall authorize examination and appropriate medical care when an Employee is injured by accident while in the performance of duty. If treatment is obtained, the Employee must ask the treating physician the earliest date that he or she will be able to return to work and provide this information to the supervisor.
2. Employees should immediately report all injuries or illnesses which occur on the job, no matter how slight.
3. The Employer will, as soon as possible, provide the Employee with the name and phone number of the Workers' Compensation Specialist in the CPAC so the Employee may receive counseling on the Employee's rights and options under the Federal Employees Compensation Act and guidance on completing the necessary forms. Upon request by the Employee, the Employer will arrange for the Employee to meet with the Workers' Compensation Specialist.
4. When an Employee files a claim, the Employer shall process and promptly forward to the CPAC the employee and Employer documentation required when an Employee sustains an on the job injury or contacts an occupational disease. The Employer agrees to assist the Employee in filing the appropriate forms and documentation regarding the traumatic injury or occupational disease. Such assistance will be in a timely manner to allow for prompt submission of claims.
5. Employees who are temporarily unable to perform their regularly assigned duties because of on the job injury or occupational disease, but who are capable of returning to or remaining in a duty status, should submit to their immediate supervisor a Department of Labor Form CA-17, Duty Status Report, to properly place the Employee in a suitable job in accordance with their medical limitations.
6. As soon as practicable after official notification to the nearest of kin, the Employer shall notify the President of the Union of serious on the illness, injury,

or death of an Employee units so that the Union may extend Union benefits to which the Employee and/or the Employee's family may be entitled.

7. This Article in no way precludes the Employee or Union from using any other means available to settle Workers' Compensation disputes such as Congressional representatives or private attorneys secured by the Employee.

**ARTICLE XXXVI**

**UNIFORMS/MOTOR OPERATIONS DIVISION**

1. The Employer agrees to provide the following uniforms based on availability of funds:

**BUS DRIVERS**

- 3 Jackets w/Liners
- 5 Trousers
- 6 Shirts (3) Long Sleeves
- 3 Short Sleeves, if available
- 2 Ties

**CHAUFFUERS / DISPATCHERS**

- 4 Suit Coats
- 4 Suit Pants
- 6 Shirts (3) Long Sleeves
- 3 Short Sleeves if available
- 2 Ties

2. When an Employee's uniform is being cleaned or repaired or is otherwise unavailable, an Employee shall be expected to wear suitable attire. This would include a shirt with a collar or turtleneck, suit coat for Chauffeurs/Dispatchers, and like jacket for the Bus Drivers, but would not include blue jeans, athletic shoes, shorts, or tank tops.
3. If the uniform cleaning service becomes unavailable, the Employer agrees to negotiate the change to the extent permitted by law.



## Employee – Management Alternate Work Schedule Agreement

EMPLOYEE NAME: \_\_\_\_\_

**Participation:** Employee voluntarily elects to work an alternate work schedule (as indicated below and approved by the agency) and to follow all applicable policies and procedures. Employee recognizes that the alternate work schedule is not an Employee entitlement, but an additional benefit the agency may approve to fully support mission accomplishment while improving the efficiency and productivity of operations, enhancing personnel recruitment and retention, reducing absenteeism, fostering energy conservation and carbon emissions through reduction of commuter traffic, and furthering Employee job satisfaction by improving the quality of work life.

**Salary and Benefits:** Agency agrees that an alternative work schedule is not a basis for changing the Employee’s salary or benefits.

**Work Schedule:** Agency & Employee agree the Employee’s official tour of duty is:

**Compressed Work Schedule (CWS):**

5/4-9: (Eight 9-hour days, One 8-hour day, One RDO per pay period)

Indicate the regularly scheduled day off as “RDO”:

WEEK 1

	Start Time	Stop Time	# of Hours per Day
Monday	_____	_____	_____
Tuesday	_____	_____	_____
Wednesday	_____	_____	_____
Thursday	_____	_____	_____
Friday	_____	_____	_____

WEEK 2

	Start Time	Stop Time	# of Hours per Day
Monday	_____	_____	_____
Tuesday	_____	_____	_____
Wednesday	_____	_____	_____
Thursday	_____	_____	_____
Friday	_____	_____	_____

Grand Total (Two week total must equal 80 hours)

Enclosure (1)

**Leave:** Employee agrees to follow established procedures for requesting and obtaining approval of leave. Leave will be taken in accordance with the requirements applicable to the specific approved alternative work schedule.

**Overtime:** Employee and supervisor are aware that overtime is governed by Article XVI of the Collective Bargaining Agreement between U.S. Army Headquarters Services (AHS) and the National Federation of Federal Employees (NFFE), Local 1887, dated May 15, 2008; and in accordance with applicable law and regulation.

**Work Assignments/Performance:** The Employee understands that a decline in job performance below the fully successful level and/or documented misconduct may be grounds for suspending or canceling the alternative work schedule agreement.

**Cancellation:** Agency agrees to let the Employee voluntarily resume his/her regular (non AWS) schedule after notice to the supervisor. Employee understands that the agency may also cancel the alternate work schedule arrangement if it interferes with mission needs/accomplishment and instruct the Employee to resume working on a regular schedule.

**Other Action:** Nothing in this agreement precludes the agency from taking any appropriate disciplinary or adverse action against an Employee who fails to comply with the provisions of the agreement.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Immediate Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Recommendation: [Approve] [Disapprove] \_\_\_\_\_

Reasons for Disapproval: \_\_\_\_\_

**Enclosure (1)**

Final Approval Authority's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Decision: [Approved] [Disapproved]

Reasons for Disapproval: \_\_\_\_\_

**Enclosure (1)**

## GLOSSARY

**Acceptable Level of Competence** – Equal to fully successful (Successful Level 3) or better.

**Activity** – United States Army Headquarters Services (AHS).

**Administrative Leave** – Excused time in a pay status.

**Adverse Action** –

(a) A personnel action considered unfavorable to an Employee.

(b) Discharge, removal, or suspension of more than fourteen (14) days and reduction in compensation.

**Agency** – Department of Defense.

**Agreement** – Articles, sections, and appendices agreed upon by the Parties.

**Amendment** – Agreement modification that adds, deletes, or changes section, articles, or appendices.

**Appeal** – To go forward to a third Party to get a resolution of a Grievance, Merit System Protection Board (MSPB).

**Appraisal Form** (Evaluation Report) – Department of the Army form used to write the results of the written performance standard/objectives.

**Appraisal Period** – The period of time established by the appraisal system, during which an Employee's performance is reviewed and rated. Normally one year. Minimum rating period, 120 days.

**Area of Consideration** – The area in which Employees are considered for a position (Job).

**AR** – Army Regulation.

**Arbitration** – When a grievance cannot be settled between the Parties and a third Party decides the matter.

**Authority** – Federal Labor Relations Authority (FLRA).

**AWOL** – Absent without leave, absent without permission.

**Bargaining Unit** – As defined in Article II, paragraph 2.

**Calendar Days** – Consecutive days including Saturday, Sunday, holidays.

**Civilian Personnel Office (CPO)** – The office that handles all civilian personnel matter including maintaining the official personnel files and other personnel files.

**CPAC** – Civilian Personnel Advisory Center.

**CPOC** – Civilian Personnel Operations Center.

**Classification** – The grade assigned to a position by a classifier.

**Competitive Area** – The area in which Employees compete for retention in a reduction in force (RIF).

**Consult/Consultation** – The act of meeting with and discussing or otherwise seeking the idea and/or advice of another. Consultation is not in lieu of negotiation.

**Continuation of Pay** – An Employee's regular pay which may be continue for up to forty-five (45) calendar days of wage loss due to disability and /or medical treatment following an on the job injury.

**Department** – Department of the Army.

**Director** – Individual Directorate Head.

**Disciplinary Action** – Reprimand, or suspension of 14 days or less.

**Emergency** – A sudden, urgent, unexpected set of circumstances.

**Emergency Employee** – Those personnel who perform duties vital to the continuity of medical facilities, public safety, national defense, or other crucial operations and who are required therefore to work regardless of emergency situations or any general dismissal authorization.

**Emergency Situation** – A situation which the Employer has determined poses sudden, immediate, and unforeseen work requirements for the Employer as result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

**Employee** – All bargaining unit Employees as described in Article II, paragraph 2.

**Employee Appraisal** – Any performance evaluation a supervisor completes on an Employee. The day-to-day evaluation of the Employee.

**Employee Organization** – National Federation of Federal Employees; Local 1887.

**Employer** – United States Army Headquarters Services (AHS).

**Excepted Employee** – In the context of shutdown furloughs, the term “excepted” is used to refer to Employees who are funded through annual appropriations who are nonetheless excepted from the furlough because they are performing work that by law may continue to be performed during a lapse in appropriations. Excepted Employees include Employees who are performing emergency work involving the safety of human life or the protection of property or performing certain other types of excepted work.

**Exclusive Recognition** – The bargaining unit as defined in Article II, paragraph 2.

**Executive Director, AHS** – Activity Head.

**Federal Mediation and Conciliation Service (FMCS)** – Provides services and assistance to Agencies and the Union in resolution of negotiation problems.

**Federal Services Impasses Panel (FSIP)** – Resolves impasses between the Parties (Union and Employer) upon request of either Party when FMCS fails to resolve the negotiated impasse.

**Federal labor Relations Authority (FLRA)** – See Chapter 71, Title 5 U.S. Code, Section 7105.

**Furlough** – See 5 USC §7511(a) (5) – means the placing of an Employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

**Grievance** – Any complaint by an Employee concerning any matter relating to the employment of the Employee; by the Union concerning any matter relating to the employment of any Employee; or by any Employee, Union, or Agency concerning the effect, interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, except as excluded under Article VII, paragraph 2.

**Impasse** – The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters, through the negotiation process.

**Injury Compensation** – The pay (compensation) and cost of medical care provided to civilian Employees for personal injuries sustained while in a duty status or due to diseases relating to their employment.

**Job Title** – The official name of the position.

**LWOP** – Leave without pay. A temporary status of absence from duty granted on request of the Employee, for which no pay is received.

**Management Official** – An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

**Merit System Protection Board (MSPB)** – Statutory appeal process for adverse actions.

**Merit Promotion** – The system under which the Employer considers an Employee for internal personnel action on the basis of merit.

**Midpoint Counseling** – A review of the Employee's work progress (performance) during the appraisal period. The review involves discussion between the supervisor and Employee regarding how well the Employee is achieving the established performance objectives/standards. This review must, as a minimum, take place at midterm of the rating period.

**Midterm** – Regarding bargaining, anytime during the life of the Agreement.

**Negotiate** – To bargain in good faith regarding changes in personnel policies, matters affecting working conditions, or conditions of employment.

**Occupational Disease** – A condition produced in the work environment over a period longer than one (1) workday or shift. It may result from systemic infection, repeated stress or strain, exposure to toxins, poisons or fumes, or other continuing conditions of the work environment (DOL Publication CA-810).

**Official Time** – Time counted towards the work day without charge to leave or loss of pay. Official time may be granted upon request to perform labor management functions.

**Official Personnel File (OPF)** – The official repository of records and reports of personnel actions affected during the Employee's Federal Service and the documents and papers in connection with such activities.

**Office of Workers Compensation Program (OWCP)** – Department of Labor office which assists agencies and processes Employee on the the job injury claims.

**Parties** – Refers to those who are employed as either Management or Labor.

**Performance** – The manner in which Employees accomplish assigned duties.

**Performance Appraisal (Evaluation Report)** – Comparison of an Employee’s performance of duties and responsibilities against the written standards/objectives established for that Employee including the annual rating.

**Performance Objectives/Standards** – See AR 690-400 Total Army Performance Evaluation System (TAPES).

**Position Description** – A written statement of duties and responsibilities comprising the work assigned to a position and also the grade and series.

**Premium Pay** – Extra pay for overtime, night, holiday and/or standby duty.

**Rater** – The individual in the Employee’s chain of command, normally the immediate supervisor who establishes performance expectations, and who proposes overall performance appraisals and ratings.

**Reorganization/Relocation/Realignment** – The act of moving people or positions from one place to another or from one activity to another.

**Retention Register** – The record of all Employees involved in a RIF (Reduction in Force). It is a record of all Employees occupying a position in a competitive level, arranged by retention groups and subgroups and by retention credits within subgroups, in which some Employees are retained, reassigned, downgraded, or separated.

**Reduction in Force (RIF)** – See CFR 351.

**Statute** – Chapter 71 of Title 5 of the United States Code, Federal Service Labor Management Relations Statute.

**Supervisor** – The Employee’s immediate supervisor. One who establishes performance standards/objectives, ranks and rates, assigned work, and is responsible for the Employee. Supervisor means an individual employed by an agency having the authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove Employees, to adjust their grievances, or to effectively recommend such action.

**Supplement** – additional paragraph(s) or article(s) negotiated and added to the negotiated agreement.

**Shifts (MOD)** – Starting time, quitting time, days off of an Employee or group of Employees.

**Steward** – One who handles complaints, Grievances, and appeals at the local level.

**Tour of Duty** – Hours of work as established by management.



**Unfair Labor Practice (ULP)** – Violation of Title 5, Section 7116.

**Union** – National Federation of Federal Employees, Local 1887.

**Union Management Relations** – That which increases the efficiency of the activity operation and contributes to the well-being of the Employees.

**Union Representative** – Elected officers, appointed stewards, or designated representatives.

**Working Days** – Tour of duty excluding holidays.

**Workman's Compensation** – See OWCP.