

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL 2484, AMERICAN FEDERATION OF

GOVERNMENT EMPLOYEES, AFL/CIO

AND

THE U.S. ARMY GARRISON

DIRECTORATE OF INFORMATION MANAGEMENT

FORT DETRICK, MARYLAND

Date Approved: 14 August 2006

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PREAMBLE

All past practices of the parties existing under the Agreement of September 25, 2000, or its predecessor Agreements, are herewith extinguished to the extent they are inconsistent with any provision of this Agreement. Pursuant to the provisions set forth in the Federal Labor-Management Relations Statute as found at Chapter 71 of Title 5, United States Code (Title VII of the Civil Service Reform Act of 1978 or Public Law 95-454), hereinafter referred to as the Statute or 5

U.S.C. 71, the following Agreement is entered into between the U.S. Army Garrison, Directorate of Information Management, Fort Detrick, Frederick, Maryland, hereinafter referred to as the Employer or Directorate, and the American Federation of Government Employees, Local 2484, hereinafter referred to as the Union, collectively hereinafter referred to as the Parties, for the Employees in the bargaining unit described in Article 1, hereinafter referred to as the Employees.

Whereas the Congress of the United States has found that the right of the Employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between the Employees and the Employer involving conditions of employment, the Parties enter into this Agreement with the intent and purpose of promoting these objectives.

Whereas the Congress of the United States has further found that the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government, the Parties enter into this Agreement with the intent and purpose of promoting these objectives and the essential mission(s) of the Employer.

Whenever language in this Agreement refers to specific duties or responsibilities of a specific supervisor or management official, it means that the Employer will be responsible for performing the function, and is not intended to restrict the Employer's right to assign work.

This Agreement constitutes a Collective Bargaining Agreement (CBA) between the Employer and Local 2484.

This Agreement was approved by the Department of Defense on August 14, 2006.

MEMORANDUM OF AGREEMENT

(Side bar Regarding Preamble and Article Bargaining Unit Recognition)

If the AFGE Local 2484 should change its affiliation during the life of the Agreement and AFGE Local 1923 should be certified by the Federal Labor Relations Authority (FLRA) as the exclusive representative of bargaining unit Employees at the Directorate of Information Management (DOIM), the Parties agree the contract will remain full force for the life of the Agreement.

ARTICLE 1 EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

SECTION 1.

The Employer hereby recognizes the Union as the exclusive representative of all the Employees in the bargaining unit described in Section 2 below. The Union hereby recognizes its responsibility to represent the interests of all the Employees of the bargaining unit fairly without discrimination and without regard to Union membership.

This Agreement is entered into under the authority of and in accordance with the provisions of the Civil Service Reform Act as amended (Title VII, Public Law 95-454) and the letter of exclusive recognition dated 21 April 2003, signed by the FLRA, and the letter of certification of representative dated 9 November 2004, signed by Robert P. Hunter, Regional Director, FLRA.

SECTION 2.

The bargaining unit to which this Agreement is applicable is composed of all non-supervisory employees employed by and assigned to the U.S. Army Garrison, DOIM, Fort Detrick, Frederick, Maryland, exclusive of those Employee enumerated at 5 U.S.C. 7112(b).

ARTICLE 2 RIGHTS AND OBLIGATIONS OF EMPLOYEES

SECTION 1. EFFECTIVE DATE:

This Agreement will be implemented and become effective when it has been approved, ratified, and signed by the Parties including review pursuant to 7114(c) of 5 U.S.C. 71. This Agreement shall be put into full force and effect on the date of approval by the Department of Defense Civilian Personnel Management Service (DCPMS) or on the 31st day following the date of execution if DCPMS has not approved or disapproved the Agreement by that time.

SECTION 2. DURATION OF AGREEMENT:

This Agreement shall remain in full force and effect for a period of three (3) years after its effective date. It shall be automatically renewed for one (1) year periods unless either party gives the other party notice of its intent to renegotiate this Agreement no less than sixty (60) days nor more than one-hundred-twenty (120) days prior to its termination date. Such a notice will be accompanied by written proposals to be renegotiated.

SECTION 3. REOPENING OF THIS AGREEMENT:

The Parties consider this document to represent their best efforts to arrive at a complete and comprehensive agreement. Accordingly, any reopening of this Agreement or any negotiations during the term of this Agreement to add to, amend, or otherwise modify its provisions as written shall require the mutual consent of the Parties. Any request by either party to reopen this Agreement shall be in writing and must explain the reason(s) for the request and be accompanied by the proposed written changes that the requesting party wishes to negotiate. If mutual consent is obtained, the Parties will begin negotiations within thirty (30) work days of the consent agreement.

SECTION 4. APPROVAL:

All modifications or amendments to this Agreement shall require the same approval process of the DCPMS as the basic Agreement and shall terminate at the same time as the basic Agreement.

ARTICLE 3 REGULATIONS AND PROVISION OF LAW

SECTION 1:

In the administration of all matters covered by this Agreement officials and Employees shall be governed by future laws and existing government-wide laws, rules and regulations as defined by 5 U.S.C. 71 and by subsequently enacted Government-wide rules and regulations implementing 5 U.S.C. 2302. To the extent that Employer polices or regulations are in conflict with this Agreement, the provisions of this Agreement shall govern.

SECTION 2:

It is agreed and understood that any prior practices and understandings that were in effect on the effective date of this Agreement and that are not specifically covered by this Agreement and do not detract from it shall not be changed except in accordance with 5 U.S.C. 71.

SECTION 3:

The Employer will inform the Union of any legal, regulatory or policy changes that would affect this Agreement within fifteen (15) work days of the date on which the Employer becomes aware of such changes.

ARTICLE 4 MATTERS SUBJECT TO CONSULTATION AND NEGOTIATION

SECTION 1. UNION RIGHTS:

It is agreed that matters appropriate for consultation and negotiation between the Parties during the term of this Agreement are those that deal with conditions of employment. Conditions of employment mean personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions except that such term does not include policies, practices and matters relating to political activities prohibited under subchapter III of 5 U.S.C. 73, classification of any position, or matters specifically provided for by Federal statute. The negotiability of such matters shall be subject to and consistent with Federal laws, government-wide rules or regulations. The Employer will not unilaterally change any provisions of this Agreement or implement any new regulations, policies or practices which are within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation (I&I) of the change to the extent consistent with government wide laws, rules, and regulations.

SECTION 2:

When published Agency policies and regulations in effect at the time this Agreement was negotiated are substantially changed during the term of this Agreement or when Agency policies and regulations that do not merely transmit requirements imposed by law are published during the term of this Agreement, the Parties will bargain collectively to bring the Agreement into conformity with the new requirements. Any request for bargaining based on this provision shall be in writing and must be accompanied by a summary of the proposed amendment(s) and the reason(s).

SECTION 3:

The Employer shall provide the Union with advance written notice of local proposals that would implement new personnel policies, practices and matters affecting the working conditions of Employees. The advance notice must contain sufficient detail to allow the Union to properly analyze the proposal(s) and to formulate a response(s). If the Union desires to negotiate such proposal(s), the Union must so notify the Employer, in writing, within fifteen (15) work days of the date of the advance written notice. Any Union request to negotiate must be accompanied by specific, formally written bargaining proposal(s). Failure of the Union to respond or submit its proposal(s) within fifteen (15) work days will constitute approval of the Employer's proposal(s).

SECTION 4:

Any agreements arrived at by the Parties through formal negotiations under the provision of this Article shall be in writing, executed (signed) by the parties, and approved (post-audited) by higher headquarters in accordance with 5 U.S.C. 7114 before becoming effective. Following approval, such agreements shall, by extension, become part of this Agreement.

SECTION 5:

For the purpose of this Agreement, consultation is defined as any dialogue either written or oral between the Parties and, unlike negotiations, does not require a mutually acceptable compromise between the Parties. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation by Article 8, Union Rights and Responsibilities, of this Agreement. When consultation occurs, the Employer agrees to give bonafide consideration to the views presented by the Union when finalizing its position. Nothing in this Article shall be construed as precluding the Parties from meeting, upon the request of either party, at a mutually agreeable time to informally discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding personnel policies, practices and other working conditions not covered by this Agreement.

SECTION 6:

For the purpose of this Agreement, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and to reduce to writing any mutual agreement reached if requested by either party. When engaged in formal bargaining, each party is responsible for ensuring representatives are empowered to speak and to enter into binding agreements for the party each represents. The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this Agreement shall be the Vice President or his/her designated representative for the Union and the Director or his/her designated

representative for the Employer. Failure of either party in this regard shall not render null and void any otherwise valid agreements reached.

SECTION 7:

All timeframes under this Article may be modified by mutual consent.

ARTICLE 5 IMPACT AND IMPLEMENTATION (I&II) NEGOTIATIONS

SECTION 1. EARLY RESOLUTION:

Within five (5) work days of the Union's request to bargain, the Parties will meet to discuss their interests and issues and will attempt to resolve the subject matter of the change. The Parties' chief spokesperson will be present for this meeting(s). It is envisioned that many of the issues will be resolved during the initial early resolution phase and that no further negotiations will be necessary. If the Parties cannot mutually agree upon a resolution of the subject matter within five (5) work days, then negotiations as outlined in Section 2 will be used.

SECTION 2. BARGAINING ROUTINE:

The following bargaining process will be utilized during the term of this Agreement:

- a. Negotiations shall commence as soon as possible but no later than seven (7) work days after the completion of the consultation process as set forth in Section 1 above. Commencement of negotiations may be extended by mutual consent.
- b. The Employer will provide a meeting room for negotiations and an area that either party may use for caucusing.
- c. The Parties bargaining obligation is triggered when either the Union or Employer submits a proposed midterm change. The receiving party will have fifteen (15) work days to review the proposal before starting early resolution as required by Section 1.
- d. The Unions will be authorized the same number of negotiators as the Employer but in no case less than three (3). The Parties will exchange the names of their bargaining teams for the specific issues to be negotiated prior to bargaining. This does not preclude the attendance of subject matter experts by mutual agreement of the Parties.
- e. The Parties will attempt to utilize interest-based bargaining and to have a non-adversarial approach to I&I bargaining.
- f. If any proposal is claimed to be non-negotiable by either party and subsequently determined to be negotiable or the declaring party withdraws its allegations of non-negotiability,

the proposal will, upon request, be reopened within fifteen (15) days. Nothing in this provision will preclude the right of judicial appeal.

g. Any provisions disapproved by the Employer head review under 5 U.S.C. 7114(c) may be referred to the Federal Labor Relations Authority (FLRA) by the Union. Any provision held negotiable will be incorporated into this Agreement. The Parties will commence negotiations within a reasonable period but no later than thirty (30) work days after receipt of an FLRA decision denying the Employer head determination of 11011-negotiability.

SECTION 3. INFORMATION FURNISHED BY THE EMPLOYER:

Upon request, the Employer agrees to furnish at no cost to the Union information to which the Union is entitled to under the provisions of the Civil Service Reform Act. All other requests for information by the Union (i.e., 5 U.S.C. 552) will be considered in accordance with this Agreement and government wide laws, rules, and regulations.

SECTION 4. EXECUTION OF AGREEMENT:

All agreements reached under the provisions of this Agreement will be reduced to writing by the Employer, duly executed by the Parties, and will be subject to all the terms and conditions of this Agreement. Agreements involving Directorate-wide changes to conditions of employment shall be incorporated as an addendum to this Agreement and distributed to all Employees by the Employer. All other agreements that are not Directorate-wide shall be distributed by the Employer to the affected unit Employees.

SECTION 5. RESTRICTION ON WAIVERS:

Only those officials designated as chief spokesperson under this Article may make commitments for or waive the rights of the Parties. Any commitments made by other Union or Employer officials will not be binding.

ARTICLE 6 INFORMAL SETTLEMENT OF DISUTES, CONCERNS, AND/OR ISSUES

SECTION 1:

The purpose of the Article is to provide a mutually acceptable method for settlement of issues that, if not resolved, will lead to the filing of an unfair labor practice (ULP) charge.

SECTION 2:

When the Union or the Employer has decided to file a ULP charge, the party so deciding shall notify the other of its intent to file. After such notification is given, a period often (10) work days may be allocated in an attempt to informally resolve the dispute before the charge is actually filed.

SECTION 3:

During the informal resolution period, the Parties agree to confer and otherwise make a good faith effort to resolve the dispute. If the dispute cannot be resolved within this period, the party intending to

file may do so; however, the Parties may by mutual consent, agree to extend this settlement period for an agreed upon reasonable time if a resolution appears attainable.

SECTION 4:

The Parties agree to set up a Union/Management Committee to explore ways to address the Parties' concerns and issues by utilizing non-adversarial methods and interest-based communication. The above language does not waive either party's statutory right to administrative remedies in accordance with applicable government wide laws, rules and/or regulations. The purpose of this committee shall not be used in lieu of formal bargaining or to replace the grievance process. The committee will meet quarterly or by mutual agreement. Union officials' participation in the above committee shall be on official time.

ARTICLE 7 EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1:

Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal. Each Employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C. 7120, such rights include:

- a. To act for a labor organization in the capacity of a representative and the right in that capacity to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and,
- b. To engage in collective bargaining with respect to conditions of employment through representatives of the Employee's own choosing in accordance with 5 U.S.C. 71.

SECTION 2:

All Employees shall be treated fairly and equitably in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, gender, marital status, age, disabling condition or Union activity and with proper regard for and protection of their privacy and constitutional rights. Routine work instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. To the extent the employee has not or include. To the extent the Employer has knowledge of and can control the situation, the Employer further agrees that situations that would cause the Employee public embarrassment or ridicule, such as the serving of warrants or subpoenas, shall be handled in private.

SECTION 3:

Employees individually and collectively, have the right to expect and to pursue conditions of employment that promote and sustain human dignity and respect. Employees will not be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal or be used as an example to threaten other Employees. The Parties agree Employee conduct in the workplace will be expected to conform, where applicable, to the requirements of government wide laws, rules and regulations. In the interest of maintaining a congenial and efficient work environment, management and Employees will treat each other with professional courtesy.

SECTION 4:

Employees are not accountable to the Employer in the conduct of their private lives except as provided by government wide laws, rules and regulations or published policy of the OPM and the Agency.

SECTION 5.

Employees or their designee have a right to be made aware of and receive copies of any personnel or Privacy Act record pertaining to them personally and maintained by the Employer or to which the Employer has access. Personnel records are defined as those that pertain to the supervision and management of Employees to include records on the general administration and operation of human resource management programs and functions as well as records concerning individual Employees. Privacy Act records are defined as those containing the Employee's name or some other item identifying the Employee and from which information may be retrieved.

SECTION 6:

When an Employee receives any instruction, the Employee will follow the last instruction given unless he/she reasonably believes that doing so will result in an imminent danger to his/her health or safety. If an Employee believes an instruction to be improper, the Employee will carry out the last instruction and may grieve the instruction after the fact. In addition, no employee will be disciplined for acting on instructions that were later to be found not in conformance with government wide laws, rules and regulations.

SECTION 7:

Management recognizes Employees may need to communicate with authorized Union officials regarding grievances or other representational matters and a reasonable amount of time will be required to do so. The procedure for securing approval for such time is as follows.

The Employee shall:

- a. Advise his/her immediate supervisor of a desire for permission to communicate with a Union official and inform the supervisor of the approximate time required to conduct such business.
- b. If the communication will take place away from the work site, identify the location where he/she can be contacted.
- c. The immediate supervisor (or acting supervisor or second-level supervisor in the absence of the immediate supervisor) will release the Employee unless a workload exigency exists. In the event a workload exigency exists other than the normal workload, the supervisor will advise the Employee of the time when he/she can be released unless mutually agreed upon by the Parties.

SECTION 8:

Each Employee shall be given the opportunity to be represented by the Union at any examination by the Employer in connection with an investigation if the Employee reasonably believes the examination may

result in disciplinary action and the Employee requests Union representation. In such an instance, the Employer shall suspend the examination and shall allow the Employee to obtain a Union representative.

SECTION 9:

The Employer shall annually inform Employees of their rights under 5 U.S.C. 7114 (a) (2)(b) as set forth in Section 8 of this Article.

SECTION 10:

Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law which the Employee reasonably believes evidences a violation of government wide laws, rules and regulations or provides evidence of mismanagement, a waste of funds, an abuse of authority, or danger to public or Employee health or safety.

SECTION 11:

The Employer will continue to make reasonable efforts to provide in-house security to protect Employees' personal belongings. Upon request, the Employer will assist Employees on filing a claim for reimbursement and will make forms available in case of loss. When new desks are installed, the desks will contain lockable, secure space for the storage of personal belongings. One key to the lockable space will be given to the Employee and the other key will be placed in and kept secure by management in the Key Lock Box with a sign-in/sign-out sheet.

SECTION 12:

An Employee's decision to resign or retire (if eligible for optional retirement) shall be made freely without influence or coercion from outside sources and in accordance with prevailing regulations.

SECTION 13:

If an Employee is facing removal or termination, the Employee may resign freely and in accordance with prevailing regulations any time prior to the effective date. An Employee may withdraw his/her resignation prior to the effective date of the resignation as long as the position is uncommitted, unencumbered, or has not been abolished as a result of a compelling need.

SECTION 14:

The Employer agrees to allow Employees to participate in retirement planning training or seminars twice: (1) when Employees are within sixty (60) months of retirement eligibility and (2) when Employees are within twelve (12) months of retirement eligibility. Training topics may include, but are not necessarily limited to, individual retirement counseling, elder care assistance, retirement materials, legal- services counseling, life and medical insurance counseling, etc.

SECTION 15:

Employees shall be supervised in accordance with government wide laws, rules and regulations. Work assignments to the Employee will be made only through the supervisory chain. Bargaining Unit members shall not be supervised or given work assignments by contractors.

SECTION 16:

Consistent with 5 U.S.C. 71, the Employer will not bypass the Union and deal directly with Employees regarding changes in conditions of employment without sufficient advance notice to the Union and fulfillment of the Employer's statutory and contractual obligations to the Union.

SECTION 17:

Title 5 U.S.C. 2301 (Merit System Principles) and Title 5 U.S.C. 2302 (Prohibited Personnel Practices), references to Employee rights, are generally found on www.opm.gov and www.cpol.army.mil and can be referenced for further information.

ARTICLE 8 UNION RIGHTS AND RESPONSIBILITIES

SECTION 1:

The Union is entitled to act for Employees in negotiating agreements with the Employer and to represent the interests' of bargaining unit Employees.

SECTION 2:

The Union shall have the right and responsibility to present its views to the Employer either orally or in writing and to meet with the Employer at reasonable times to consult and to negotiate in good faith concerning personnel policies, practices, and matters affecting the working conditions of Employees.

SECTION 3:

The Employer recognizes the Union's right to full and fair representation for the purpose of consultation and negotiation and encourages Union representatives to express themselves freely on matters under discussion. When consulting or negotiating with the Union, the Employer agrees to recognize a number of Union representatives that does not exceed the number of management representatives present. Employee union representatives shall be on official time if they would otherwise be in a duty status.

SECTION 4:

The Union shall be given the opportunity to be represented at any formal discussion between management officials of the Employer and one (1) or more Employees or their representatives concerning any grievance or any personnel policy or practice of other general condition of employment. This includes attendance at any orientation session sponsored by the Employer for new Employees insofar as such sessions involve one (1) or more members of the bargaining unit. Directorate new-Employee orientation sessions shall not be used to solicit membership. The right of the Union to be represented at formal discussions includes the opportunity to speak, comment, make statements and ask questions but does not include the right to determine the meeting agenda or take charge of, usurp, or otherwise disrupt the meeting. The Union's representation will be allowed to ask questions on behalf of the Employees and may make a brief statement as to the Union's position on the matter under discussion. In this regard, the Employer agrees to notify the exclusive representative as far in advance of the formal discussion as reasonable.

SECTION 5:

Union officers and stewards shall be protected in the performance of their representational duties (as referenced in this Agreement) from intimidation and/or coercion by any management official of the Employer.

SECTION 6:

The Union shall have a Vice-President and stewards to carry out its representational functions. The Parties agree the Union will appoint a reasonable number of stewards consistent with the efficiency of the Employer's operations. The Employer agrees to recognize the stewards designated by the Union and grant them official time to conduct their representational responsibilities in accordance with the applicable provisions of this Agreement.

SECTION 7:

When discussing grievances or other representational business, Union Officials will, except in unusual circumstances, initially contact the lowest level supervisor or management official having authority to act on the matter. Union Officials will inform the supervisors and management officials with whom they are dealing that they are acting in their capacity as Union representatives.

SECTION 8:

The Union will provide the Employer with a roster of its elected and appointed officials to include stewards. The roster will indicate the title/position of each elected and appointed official and stewards in the Union and a telephone extension for each, The Union shall be responsible for keeping the roster current and posting a copy on the bulletin board(s) and disseminating the roster to the management designee and all bargaining unit Employees via email. Employees will be recognized as stewards or Union officers only when their names appear on this roster.

SECTION 9:

Each Union representative shall perform their representational functions concerning the application of this Agreement in accordance with the spirit and understanding between the Parties. The Union further agrees any activities performed by an Employee relating to its internal Union business including the solicitation of membership, election of officers and representatives, and distribution of materials shall be performed only during non-duty time. Non-duty time for this purpose is understood to mean internal Union business and specifically the activities listed above should not be performed when an Employee is in a duty status.

SECTION 10:

The right of representation does not extend to informal, routine meetings between Employees and supervisors such as counseling sessions (not leading to disciplinary actions) and performance evaluations. The Employee may request representation, however, if he/she believes representation would assist in resolving the concern or problem at issue. Such requests are subject to supervisory approval.

SECTION 11:

To assist in conducting labor management relations, the Union agrees to give the Employer as much advance notice as possible of the visit of non-Employee Union representatives if such visits involve meetings or conferences with Employer representatives. The purpose of advance notification is to ensure the availability of the Employer representative and to permit proper scheduling.

SECTION 12:

If an Employee or Union Official desires to discuss a complaint or alleged grievance, approval of this/her supervisor will be obtained in accordance with Article 7, Section 7, Employee Rights and Responsibilities. A time and place for the meeting shall be designated.

SECTION 13:

The Employer will not communicate directly with bargaining unit Employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all questionnaires and surveys from all other agencies and activities. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the Statute.

Participation in survey will be voluntary unless the Parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity will be protected unless the Parties agree otherwise. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the Employer, there results will be shared with the Union.

SECTION 14:

Pursuant to 5 U.S.C. Section 711 4(b) (4) of the Statute, the Employer agrees to provide the Union with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided at no cost to the Union within a reasonable time.

SECTION 15:

The Union has the right to refuse to represent non-members in matters outside this Agreement (e.g., statutory appeals of adverse actions, EEO complaints, etc.).

SECTION 16:

In conducting approved or pre-scheduled labor-management activities such as joint meetings and arbitrations in which an Employee or Union representative must participate, one (1) of the following actions will be utilized should the labor-management activity be outside the normal tour of the Employee or Union representative:

- a. Change of tour

- b. Credit hours

ARTICLE 9 MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1:

The Employer retains the rights:

- a. To determine the mission, budget, organization, number of Employees, and internal security practices of the Directorate and
- b. In accordance with applicable government wide laws, rules and regulations:

(1) To hire, assign, direct, layoff, and retain Employees in the Directorate or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees for cause;

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

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

(4) To take whatever actions may be necessary to carry out the Agency mission during emergencies. The Union accepts and fully supports the mission of the Agency as well as that of the Employer during a period of emergency declared by the Commander or his/her designee or other appropriate authority. The Employer reserves the right to take all actions deemed by the Employer to be necessary or desirable notwithstanding any of the provisions in this Agreement. Consistent with security and legal requirements, the Employer shall provide the Union an explanation as soon as considered practical as to the nature of the emergency and the reason(s) for the action(s) taken.

SECTION 2:

Nothing in this Article shall preclude the Employer and the Union from negotiating at the election of the Employer on the numbers, types, and grade 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.

SECTION 3:

Nothing in this Article shall preclude the Employer and the Union from negotiating on the procedures the Employer will observe in exercising any of the rights enumerated under this Article or on appropriate arrangements for Employees adversely affected by the Employer's exercise of any right enumerated under this Article.

SECTION 4:

It is understood except for those rights enumerated at Section 1a of this Article, the exercise of the Employer's rights as expressed in this Article shall be subject to appeal and grievance procedures where applicable as prescribed by government wide laws, rules and regulations, and the negotiated grievance procedure provided in this Agreement.

SECTION 5:

It is agreed and understood effective communications between management and the individual Employee is essential to the efficient accomplishment of the mission of the Employer. Therefore, the Employer agrees to encourage supervisors to communicate with their Employees on subjects such as safety, training, promotion announcements, goals, objectives, functions, opportunities, and other information pertinent to the mission of the Employer and consistent with security requirements.

ARTICLE 10 USE OF OFFICIAL TIME

SECTION 1:

Union officers and stewards who are properly designated by the Union and are members of the bargaining unit shall be granted a reasonable amount of official time in accordance with 5 U.S.C. 7131 and the applicable provisions of this Agreement to represent Employees in accordance with this Agreement. The use of official time will be limited to activities authorized by government wide laws, rules and regulations, and this Agreement. All absences related to Union activities are subject to supervisory approval and coordination. Official time may be used to perform the following duties:

- a. To meet with supervisors and management officials to discuss and negotiate matters of concern including the administration of this Agreement.
- b. To represent Employees when the Union has been designated by the Employee(s) to act as a representative in a complaint, grievance, or appeal to include case preparation as well as witness preparation, and attendance at arbitration, MSPB, and other third-party proceedings connected to the complaint, grievance, or appeal.
- c. To be represented at formal discussions or for any other purpose for which the Union has a statutory or contractual right of representation.

SECTION 2:

Only one (1) Union representative will be on official time at any step of the grievance or complaint. In those instances when the representative considers it necessary to consult for proper resolution of the grievance or complaint with the Vice-President of the bargaining unit or other higher-level Employee Union representative, both Employees will be on official time. Official time will not be granted to Employees who are in a leave or non-duty status or are working overtime or who are performing representational duties outside of the bargaining unit covered by this Agreement.

SECTION 3:

The Union will make a good faith effort to delegate a division of labor in relation to representational responsibilities so as not to adversely affect the mission of the Employer.

SECTION 4:

The Union recognizes and affirms its obligation to cooperate with the Employer to prevent and correct the abuse of official time. The Employer will bring any question concerning an Employee's use of official time to the attention of the Union and the Employee. The Union will notify the Employer within a reasonable time of its determination in the matter; and, if it is found abuse has occurred, the Union will notify the Employer of the corrective action to be taken.

SECTION 5:

Official time shall be requested and used in accordance with the following procedure:

- a. Union representative shall contact and obtain the concurrence of their supervisors before carrying out their duties or exercising their rights in connection with this Agreement. Concurrence will be given unless the supervisor determines a workload exigency exists, other than the normal workload. Union representatives will carry out their representational duties properly and shall provide their supervisors with an estimate of the amount of time they will be away and shall provide their supervisors with an estimate of the amount of time they will be away from their work assignment and a brief, general description of the duties they will be performing, if known (e.g. grievance representation, investigatory interview, official discussion, etc.). If the representative requires more time than originally estimated, he/she will contact his/her supervisor and request additional time. Additional time will be granted unless the supervisor determines a workload exigency exists, other than the normal workload. If work exigencies prevent the Employer from granting official time, the Employer may agree to grant another representative official time to perform the representational function.
- b. Before contacting an Employee at his/her worksite or at any time the Employee is in a duty status, a Union representative will obtain the concurrence of the Employee's supervisor. If the immediate supervisor is not available, concurrence may be obtained from the next level of supervision. Concurrence will be given unless a workload exigency exists, other than the normal workload. In the event a workload exigency does exist, the supervisor will advise the Employee of the time when he/she can be released unless mutually agreed upon by the Parties.
- c. Upon completion of their duties, Union Representatives and Bargaining Unit Employees will report back to their supervisors and will resume their duties. The Employees shall record the amount and purpose of the official time used in each instance in the official automated time and attendance system(s).

SECTION 6:

Employees shall be entitled to a reasonable amount of official time to process complaints or grievances initiated by them or the Union or the Employer. Employees who desire to leave their worksites during or when initiating a complaint or grievance will also follow the procedures in Section 5a of this Article.

SECTION 7:

Union Official (Vice-President and Stewards) will annually be permitted a reasonable amount of official time for Union sponsored training within the scope of 5 U.S.C. 71. This official time will be distributed at the discretion of the Union and will be for the life of this Agreement. The Union will forward a memorandum for each desired training session to the Employer. This memorandum will identify the trainees and will include course subject matter, date, times, and location of training. Approval and release for attending training on official time will be made by the Employees immediate supervisor or designee unless a workload exigency exists, other than the normal workload. The Parties agree if and when the number of Union Officials increase based upon a substantial increase in Bargaining Unit Employees, negotiations will be reopened on this section.

ARTICLE 11 USE OF OFFICIAL FACILITIES

SECTION 1:

The Employer agrees to locate and make available to the Union space within its premises for a Union office. If such space is located, the space shall be for the exclusive use of the Union with the Union being responsible for its maintenance. The Employer reserves the right to determine if such space is available and the right to reclaim such space if mission needs so require. If it becomes necessary to reclaim the space and before the space is reclaimed, the Employer in accordance with its contractual obligations will notify and negotiate with the Union in an attempt to locate other comparable space within the Directorate.

SECTION 2:

Upon written request by the Union, the Employer agrees to make facilities available for Union meetings during the non-work time of all Employees concerned. The Union agrees to request such facilities as far in advance as possible but in no case less than twenty-four (24) hours before the scheduled meeting. Permission to use the facilities will be subject to adequate advance notice by the Union and prior commitments by the Employer. Final determination and authorization to use the facilities rests with the Employer. If the request is approved, the Union will be responsible for the care and restoration of the facilities to their original state.

SECTION 3:

The Employer agrees to make available to the Union the following:

- a. Fax machine.
- b. Personal computer with standard software, programs, and capabilities compatible with the Directorate's technology.

c. Laser printer and access to electronic mail.

d. Photocopiers, where available.

SECTION 4:

Union representatives shall be allowed to use the Employer's telephones to conduct representational business.

SECTION 5:

The Employer will provide the Union with bulletin board space for the purpose of posting Union notices, communications, and literature. The space provided shall be the amount the Parties agree to be reasonable and necessary for effective communication with Employees. The Union shall be responsible for the posting of all its material. The Union is further responsible for the neat and orderly maintenance of its bulletin board space and for the content of the material it posts with regard to accuracy and adherence to ethical standards and for assuring postings do not violate any law or the internal security of the Employer. Employer facilities will not be available for posting or distribution of libelous or defamatory material directed at the Employer or Union officials or programs.

SECTION 6:

The Union's use of the Employer's electronic mail and interoffice mail delivery shall be limited to communications between Union representatives, Union and management officials of the Employer, and Employees and Union representatives engaged in official representational business or matters directly related to the administration of this Agreement.

ARTICLE 12 PRODUCTIVITY AND EFFICIENCY OF OPERATIONS

SECTION 1:

The Parties recognize they have a mutual interest in improving the productivity and efficiency of the Federal service and agree to work together to accomplish that goal.

SECTION 2:

The Parties agree to encourage positive efforts to improve morale, eliminate waste, conserve materials and supplies, energy conservation, and improve awareness of and appreciation for good safety practices. The Union encourages effective and efficient operations of the Directorate.

ARTICLE 13 HOURS OF WORK

SECTION 1:

The basic workweek will consist of five (5) consecutive eight (8) hour days normally Monday through Friday from 0745 hours to 1630 hours daily which includes forty-five (45) minutes for a non-paid lunch period.

SECTION 2:

Except in situations where the organization would be seriously handicapped in carrying out its functions, notice of changes in tours of duty will be given to Employees two weeks in advance.

SECTION 3:

Management and the Union recognize brief rest periods are an inherent part of job accomplishment. Supervisors are authorized and encouraged to permit short rest periods as workload permits. Rest periods may not exceed fifteen (15) minutes during four (4) hours of continuous work and may not coincide with the beginning or end of an Employee's tour of duty or the meal period. A rest period of ten (10) minutes duration will be allowed for each Employee during each period of an extended shift of overtime of at least two (2) hours in duration.

SECTION 4:

The occurrence of holidays shall not affect the designation of the basic work week except under the conditions specified in Section 1 of this Article.

SECTION 5:

This Article does not preclude an Employee from requesting an altered tour-of-duty to the basic work week for specific personal reasons (e.g., childcare, education, etc.).

SECTION 6:

Employees will enter time and attendance in ATAAPS and Web Timesheet.

ARTICLE 14 ALTERNATE WORK SCHEDULE (AWS)

SECTION 1:

Management ensures Alternate Work Schedules are administered consistently and equitably within the DOIM and AWS arrangements conform to policy as well as this CBA and government wide laws, rules and regulations. Management ensures staffing is always available to meet the operational requirements of the Directorate.

Employee participation in an AWS option will be administered in accordance with the following criteria:

- a. All participants must understand and accept the increased responsibilities incurred with AWS and be willing to adjust their work schedule to meet the job requirements. Normally work schedules will be established between 0600 hours and 1800 hours.

- b. If the supervisor finds an AWS will cause or has caused a reduction in productivity, a decreased level of service, or an increase in the cost of operations other than reasonable administrative costs, he/she will promptly determine not to initiate or continue an AWS for that Employee. If the supervisor determines an Employee should be excluded from participation, the supervisor must submit an explanation in writing to the affected Employee.

c. Management retains the right to change an AWS of any Employee whose participation in an AWS would prohibit mission accomplishment. Employees may be temporarily exempt from an AWS option for periods of time as mission requirements dictate (i.e., temporary duty, training, conferences, etc.). When the temporary requirement no longer exists, Employees will revert back to their previous AWS or an AWS option mutually agreed upon.

d. Changes from one AWS option to another AWS option shall be limited to two (2) voluntary changes in each calendar year unless mutually agreed to between the supervisor and Employee. Short-term changes whether requested by the Employee or supervisor for Temporary Duty Travel (TDY), mission requirements, training, etc., shall not be considered a voluntary change.

e. Employees may elect to participate in the AWS Program at any time by requesting and obtaining approval from their supervisor at least one (1) pay period before the AWS will begin.

f. Employees who take leave on a regularly scheduled work day shall be charged the same number hours of leave as they were scheduled to work (i.e., if the Employee was scheduled to work eight (8) hours, he/she would be charged eight (8) hours of leave; if scheduled to work nine (9) hours, he/she would be charged nine (9) hours of leave; if scheduled to work ten (10) hours, he/she would be charged ten (10) hours of leave).

g. Any denial by the supervisor of an Employee's participation in an AWS option is subject to the grievance process. Any denial will be based upon the criteria stated in Section I b of this Article.

SECTION 2:

Definitions

a. Alternate Work Schedule. Alternate work schedule means a schedule other than the traditional eight (8) hour fixed shift. Flexible work schedules and compressed work schedules are included within the definition of an alternate work schedule.

b. Flexible Work Schedule. Flexible work schedule means an eight (8) hour day in which the Employee may vary his/her time of arrival and/or departure. A flexible work schedule includes core hours and a flexible band. Flexible time and flexible bands mean the specific period during which the Employee may opt to vary his/her arrival and departure times.

The regular flexible hours of work shall be defined as follows:

Flex Band	Begin Core Time	Lunch Band	End Core Time	Flex Band
0600 to 0900	0900	1100 to 1300	1500	1500 to 1800

- c. Credit hours. Credit Hours mean those hours within a flexible work schedule an Employee elects to work in excess of his/her basic work requirements so as to vary the length of a work week or work day.
- d. Compressed Work Schedule. Compressed work schedule means in the case of a full-time Employee an eighty (80) hour biweekly basic work requirement scheduled for less than ten (10) work days. In the case of a part-time Employee, a biweekly basic work requirement of less than sixty-four (64) hours scheduled for less than ten (10) work days and which may require the Employee to work more than eight (8) hours a day. For the purpose of this Agreement, Employees may choose either a "5-4-9 option" or a "4-10 option".
- e. 5-4-9 Option. A "5-4-9 option" consists of an eighty-hour biweekly basic work schedule which includes five (5) work days in one(1) week and four (4) work days in the other week of the pay period. There are eight (8), nine (9) hour work days and one (1), eight (8) hour work day with one day scheduled off per pay period.
- f. 4-10 Option. A "4-10 option" consists of two (2), four (4) day work weeks with each week consisting of four (4), ten (10) hour work days with one day scheduled off each week.
- g. Seniority. Seniority is based on the Service Computation Date (SCD) in block 31 of the Employee's most recent SF 50, Notification of Personnel Action, which can be found in an Employee's official personnel folder.
- h. Core Hours. The period of time between 0900 hours and 1500 hours which shall be included in all employees work schedules for any scheduled work day. The core hours shall include the unpaid lunch period, if taken.
- i. Lunch Time(s). This is an unpaid period of time during the work day when an Employee is required to separate from the performance of official duties. Lunch time will not be taken at the beginning or end of the tour-of-duty for any scheduled work day. This period of time shall be between one-half (1/2) hour and one (1) hour in duration and shall normally be taken between 1100 hours and 1300 hours. Employees may opt for no lunch period during their tour-of-duty.
- j. Abuse. Failure to work a full work day within the scheduled AWS option; i.e., repeatedly arriving late or leaving early without taking leave or making up the time constitutes abuse.
- k. Basic Work Requirement. This is the number of hours excluding overtime or compensatory hours which an Employee is required to work or to account for by leave within a scheduled work day, work week, or biweekly pay period. For full-time Employees, the basic work week requirement is eighty (80) hours per biweekly pay period.

l. Standard Workweek. A forty (40) hour fixed or flexible work week consisting of five (5), eight (8) hour days.

SECTION 3. Flexible Work Schedule:

a. Employees may, at the discretion of their supervisor, commence and end the work day during flexible time bands. Employee participation is voluntary subject to supervisory approval. Tours could begin anytime between 0600 hours and 0900 hours and end between 1500 hours and 1800 hours depending on when eight (8) hours of work have been completed. Employees will be on duty during the above defined core hours when working this flexible band. Any change in an existing tour-of-duty requires supervisory approval in accordance with Section I b of this Article. Flexible tours cannot be established with a beginning time before 0600 hours or an ending time later than 1800 hours.

b. Normally an Employee will submit a request in writing to his/her supervisor in advance to work credit hours. The supervisor will inform the Employee in writing within a reasonable timeframe if the request is denied or approved. Normally approval of credit hours will be based upon both available hours and workload. The Parties understand and agree credit hours as defined are time specific and do not have any budgetary impact on the Employee or the Employer. All credit hours will be applied and implemented in accordance with this section and 5 U.S.C. 6122.

c. Credit hours may be earned between 0600 hours and 1800 hours. Credit hours must be earned before being used. Credit hours may be earned and used in quarter (1 /4) hour increments. Employees may carry over credit hours from pay period to pay period not to exceed twenty-four (24) hours.

d. Use of credit hours will be subject to the same criteria for approval as annual or sick leave as identified in Articles 18 and 19. An Employee may elect to use earned credit hours for all or any part of any approved leave.

SECTION 4. COMPRESSED WORK SCHEDULE (CWS):

a. Each Employee shall be provided an option to choose whether he/she wishes to participate in the CWS Program. Participation in the CWS Program shall be entirely voluntary and subject to supervisory approval in accordance with Section I b of this Article. The supervisor will review the number of Employees interested in participating in CWS and the tours-of-duty each wishes to work in accordance with Section 1b of this Article. If two (2) or more Employees desire the same CWS tour-of-duty, final selection will be based on the Employee's seniority unless the affected Employees agree upon a mutually acceptable resolution.

b. Employees abusing the CWS Program shall be counseled. Repeated abuse is justification for removal from the program. Employees removed under these procedures shall have the right to file a grievance in accordance with the provisions of Article 26 of this Agreement.

c. Any and all changes to the AWS Program will be subject to the provisions of Section 1b of this Article as well as 5 U.S.C. 6131 as appropriate. Management shall not exempt or remove Employees from participating in the CWS Program for non-work related, arbitrary, capricious, or discriminatory reasons.

d. The basic workday for Employees participating in the CWS Program is 0600 hours to 1800 hours. Core hours for CWS are as defined in Section 2h of this Article and lunch times shall be as defined in Section 2i of this Article.

e. Managers/Supervisors shall establish an initial schedule matrix and develop team awareness of the organization's coverage of its mission functions. The matrix shall be visible for the Employees to view.

f. CWS tours-of-duty shall begin on the first work day of a pay period. If after the beginning of a pay period work-related conditions arise which require a CWS Employee to work his/her regularly scheduled day off during a specific pay period, management cannot remove him/her from the CWS plan during a specific pay period but must give the Employee compensatory time off or pay him/her overtime for the number of hours worked by the Employee during his/her normally scheduled day off. The decision to give compensatory time or paid overtime shall be made in accordance with prevailing government wide laws, rules and regulations.

g. If an Employee's regularly scheduled day off a list on a scheduled holiday, the Employee shall be granted an "in-lieu-of" day off on the work day prior to the holiday.

ARTICLE 15 TELEWORK

SECTION 1. GENERAL:

The Parties agree the Department of Defense Telework Policy, applicable government wide laws, rules and regulations, and this Article will govern the implementation and administration of the Employer Telework Program. Employee participation is voluntary and subject to management approval. All Telework arrangements must be in the best interests of both the Employer and the Employee.

a. Telework work arrangements are only appropriate when the nature of tasks to be accomplished can be performed at an Alternate Duty Station (ADS), the performance of the Employee, and the availability of required work equipment and material warrants such an arrangement.

b. The Parties agree the Union will have the right to review any/all property books at its request if there is an issue or concern about available equipment.

SECTION 2. DEFINITIONS:

a. Telework is defined as a voluntary program which enables Employees to perform work at an ADS on a regularly scheduled basis. Employees may also request to work at an ADS on an irregular basis (episodic) on specific assignments. Employees using Telework are required to spend at least one (!) or more days per week at their normal duty station unless their supervisor approves an exception.

b. ADS is defined as a specific room or area within an Employee's primary residence or an established GSA Telework Center.

SECTION 3. CRITERIA:

Employees who meet the following criteria are eligible to participate in Telework:

a. The Employee has a rating of record of fully acceptable and is not on a performance plan (PAP or PIP) to reach the acceptable performance level.

b. The Employee is not on a leave restriction.

c. The Employee is not in a probationary period or formal training status (formal training status does not include the normal progression of an Employee through a career ladder).

d. The work is portable and may be performed away from the official work place either in whole or part and can be evaluated by the supervisor.

e. The Employee has the work space, utilities, equipment, and reference materials suitable for the work to be performed at the designated ADS as specified in the DOIM Telework Program Agreement (see Exhibit 2).

f. The Employee is willing to sign and abide by the DOIM Telework Program Agreement concerning participation in the Telework Program (see Section 4 below for details).

g. Episodic telework may also cover short term assignments; for example, Employees recovering from injuries or illness. Telework may also be used for accommodating Employees with disabilities in accordance with applicable government wide laws, rules and regulations.

SECTION 4. TELEWORK PROGRAM REQUEST:

a. The Employee must use the DOIM Telework Program request (Exhibit 1) to request participation in the Telework program. The Employee has the option to request telework as follows:

(1) Regularly scheduled telework. Request must be submitted thirty (30) days prior.

(2) Episodic telework:

(a) The request should be made no later than the end of the prior work week.

(b) When the supervisor initiates an assignment conducive to Telework, the Employee is still responsible for submitting a request.

(3) The supervisor will document approval or denial of the request as soon as possible normally within the same day of the request.

SECTION 5. TEEWORK PROGRAM AGREEMENT:

a. Prior to participating in the DOIM Telework Program, Employees will be required to complete, on a one-time basis, a DOIM Telework Program Agreement (see Exhibit 2). A new DOIM Telework Program Agreement must be completed if significant changes occur (e.g., change in ADS address/location, change in supervisor, etc.). A new supervisor may terminate a previously negotiated DOIM Telework Program Agreement consistent with the provisions of Section 7 of this Article. Neither party waives its statutory right, in particular the Union's right, to grieve or negotiate appropriate arrangements. This Agreement will provide Employees with sufficient information concerning the DOIM Telework Program so an employee is enabled to make an informed decision as to whether or not he/she wishes to participate in the program. This information will typically include:

(1) Privacy Act/security provisions.

(2) Personal and financial liability (Exhibit 2, #19).

(3) Leave rules and overtime.

(4) Time and attendance requirements.

(5) Project guidelines and related material.

(6) DOIM Self-Certification Safety Checklist (Exhibit 3).

SECTION 6. EQUIPMENT AND SUPPORT:

a. Employees will signify they have volunteered to participate in the DOIM Telework Program and will abide by the telework provisions by signing and dating the DOIM Telework Program Agreement.

b. If tasks assigned to an Employee require nonexpendable equipment to be successfully accomplished, appropriate equipment must be hand receipted to the Employee. DOIM Telework Program Agreements may not be completed if adequate equipment and software are not available for the Employee to successfully complete the assigned task at an ADS. A DOIM Telework Program Agreement should be suspended if unserviceable required equipment cannot be replaced in a reasonable time period. Employees must return to the official duty site during periods in which required equipment is temporarily unavailable. Equipment provided for telework shall be distributed on a fair and equitable basis.

c. Employees who have signed hand receipts for government furnished equipment (GFE) may not use the issued items for personal use. Employees must safeguard government-owned items from unauthorized use or damage by family members or other unauthorized personnel.

d. Government-owned equipment and supplies must be safeguarded with adequate physical security means. GFE items must be protected within a secure residence or adequate facility when not under physical custody of the Employee. Government owned property within an ADS worksite must be adequately protected from family members, pets, visitors, etc. In the event of loss, damage or theft, the Employee is responsible for reporting and filing an appropriate claim.

e. Transportation of issued supplies and equipment to and from the approved ADS is the responsibility of the Employee. The Employee is responsible and liable for loss and damages to supplies and equipment in transit.

f. Installation of government –owned equipment must be coordinated and funded by the Employer. In most cases, installation requirements should be minimal and can be performed by the Employee. Installation of privately owned software on government equipment is prohibited.

g. The Employer will not fund any telecommunication services or incur any cost associated with preparing/modifying an Employee's ADS location unless the Employee has met the criteria of a disability as defined by government wide laws, rules and regulations and is granted reasonable accommodation.

SECTION 7. TERMINATION OF AN INDIVIDUAL TELEWORK AGREEMENT:

a. The Employer may terminate a DOIM Telework Program Agreement (Exhibit 2) based on the Employee's failure to adhere to the requirements specified in such agreement. Employees can also be removed from the DOIM Telework Program for a decline in performance (Placement in a Performance Improvement Plan (PIP) or a Performance Assistance Plan (PAP) as outlined in Article 20). Supervisors will make a good faith effort to communicate with the Employee about specific problems before terminating an agreement. When a decision is made to remove an

Employee from the DOIM Telework Program, the Employee must be given written notice (Exhibit 4) indicating the reason(s) for removal.

b. When an Employee's performance becomes unacceptable, he/she will be automatically removed from the program. When the Employee raises his/her performance to the acceptable level again and sustains the acceptable level of performance for a minimum of sixty (60) days, he/she may reapply for participation in the DOIM Telework Program.

SECTION 8. PROBLEMS AFFECTING WORK PERFORMANCE:

Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform work at the ADS. If the immediate supervisor is not available, the Employee will contact the next higher official in his/her supervisory chain to report the problem and obtain guidance. Examples could include situations such as equipment failure, power outages, telecommunication difficulties, etc. The Employee may initiate call back, approve leave requests, or make a temporary change to the Employee's telework schedule to accommodate or resolve problems on a case by case basis.

SECTION 9.

a. Employees performing work at the ADS are subject to the same work day limits as they would be if they were performing work at the official duty station consistent with Articles 13, 14, and 16 of this Agreement.

b. Employees performing work at the ADS will follow established procedures for requesting and obtaining approval of leave consistent with Articles 18 and 19 of this Agreement.

SECTION 10. GROUP DISMISSALS:

If both the regular office and the ADS are affected by a widespread emergency. However, if the Employee will be granted the excused absence granted to other Employees in his/her work unit unless otherwise provided in paragraphs a thru c of this Section. If the emergency affects only the ADS for all or a major portion of a day, the Employer may require the Employee to report to the regular office, approve annual leave, LWOP, modify the Employee's telework schedule, or authorize an excused absence.

a. Full-Day Closing. The Employee is not required to perform work at the ADS. However, if the Employee voluntarily chooses to perform any work at the ADS, he/she is not entitled to additional compensation such as overtime or compensatory time, credit hours, etc. If the emergency affects only the ADS, the Employer may require the Employee to report to the regular office, approve annual leave, LWOP, modify the Employee's telework schedule, or authorize an excused absence.

b. Late Openings. On a day when the Employee is scheduled to work at the ADS and his/her official duty station building opens late, the Employee is normally required to perform his/her

full ADS schedule. The Employee is not entitled to the exact amount of excused absence he/she would have received if scheduled to work at the official duty station unless the emergency situation affects the ADS.

c. Early Dismissals. On days when an early dismissal occurs, the Employee is normally required to perform his/her full ADS schedule.

SECTION 11. STAFF COVERAGE:

a. Coverage requirements will be determined by the Employer. The Parties agree Employees working at an ADS do not necessarily detract from coverage requirements.

b. If the Employer believes recall of multiple Employees or more than an occasional recall of a specific Employee is necessary for coverage, the Employer will notify the Union and explain the actions taken. Neither Party waives its statutory rights.

SECTION 12. SUSPENSION/ADVERSE IMPACT:

a. The Employer reserves the right to temporarily suspend the DOIM Telework Program for Employees when operational exigencies require a return to regular office requirements. When this occurs, the decision must be made by the Director or his/her designee. The Union will be notified in advance of any temporary suspension of the DOIM Telework Program. Neither Party waives its statutory rights.

b. Should an adverse impact result due to the suspension of the DOIM Telework Program, the Parties will meet immediately to attempt to resolve the matter. The provisions within this Article may be adjusted to resolve the adverse impact. Neither Party waives its statutory rights.

ARTICLE 16 OVERTIME

SECTION 1:

The Employer reserves the right to schedule overtime. Assignment of overtime will be based on factors which are reasonable, equitable, and do not discriminate against any Employee or group of Employees. Individual Employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other Employees willing to work. The Employer reserves the right to determine whether full requirements are met by the available Employees. If full requirements are not met, the Employer will direct individual Employees to work as required.

a. Employees are entitled to overtime pay or compensatory time for all work in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week in accordance with applicable regulations. Normally overtime/compensatory work must be approved or scheduled in advance of the work being performed in order to be compensable.

b. The provisions of Section 1a of this Article do not specifically apply to Employees working an AWS or CWS which involves working more than eight (8) hours in a day or more than forty (40) hours in a week. Overtime for those Employees will be paid or compensated under the provisions of appropriate government wide laws, rules and regulations.

c. Overtime/Compensatory time will be earned/paid in quarter (1 /4) hour increments.

SECTION 2:

Compensation for overtime work shall be in accordance with applicable government wide laws, rules, and regulations. For the purpose of this Agreement, overtime consists of three (3) distinct types: scheduled, irregular, and callback.

a. Employees assigned to scheduled overtime will be given as much advance notice as practicable. When scheduled overtime is required, it shall be offered and distributed in a fair and equitable manner among qualified Employees in their specific and appropriate areas of expertise. DA Form 5172-R will be used to document the overtime.

b. Employees called back to work outside of their scheduled tour-of-duty or basic work week (callback overtime) shall receive a minimum of two (2) hours compensation at the overtime rate. Callback overtime will be documented on DA Form 5172-R.

c. The Parties agree situations may arise when irregular overtime is required to complete a task/assignment at the end of the work day. Irregular overtime will only be performed with management's approval. DA Form 5172-R will be used to document the overtime.

SECTION 3. EXEMPT AND NON_EXEMPT EMPLOYEES:

a. Non-exempt Employees under the Fair Labor Standards Act (FLSA) must receive overtime pay unless they request compensatory time off in lieu of payment.

b. Exempt Employees under the General Schedule whose basic rate of pay does not exceed GS-10/Step 10 receive overtime compensation or compensatory time off by choice.

c. Exempt Employees under the General Schedule whose rate of pay exceeds GS-10/Step 10 may be required by the supervisor to take compensatory time verses overtime.

d. There is no limit to the amount of hours an Employee may accumulate. However, compensatory time must be used by the end of the twenty-sixth (26th) pay period after it is earned or it will be paid to the Employee at the overtime rate at which it was earned.

SECTION 4:

When Employees have scheduled leave, the Employer will make a good faith effort on the employee's behalf not to schedule them for unscheduled overtime.

SECTION 5:

The Employer will make available to the Union, upon request, current records of overtime assignments.

SECTION 6:

An Employee will, upon supervisory approval, be released from prescheduled overtime if a fully qualified replacement is available and willing to work. The request for a change in the scheduled overtime requirement must normally be made a minimum of four (4) hours before the scheduled start of overtime.

SECTION 7:

Service of an Employee on jury duty or on any other special assignments will be preclude his/her consideration for assignment to overtime. Employees will not be denied the opportunity to work overtime because they have been in an approved leave status or in the performance of Union representational functions authorized under government wide law or this Agreement.

ARTICLE 17 ON CALL/STANDBY

SECTION 1. GENERAL:

The Employer may assign Employees to be in an on-call status outside the Employees scheduled tour of duty. However, the Employer will not restrict the Employee to a designated post of duty or to his/her living quarters. Employees required to stay at home and/or restricted to a designated post of duty will be considered to be in a Stand-By status (paid).

a. Scheduled on-call will be rotated among all qualified staff where applicable. Records of on-call shall be kept by management and made available to the Union upon request.

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

(1) The Employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted even though the Employee is required to remain within a reasonable call-back radius; or

(2) The Employee is allowed to make arrangements for any work which may arise during the on-call period to be performed by another person.

c. Employees shall not be scheduled on-call while in a leave status.

SECTION 2. HOURS OF WORK:

- a. On-call Employees shall not be expected to work more than sixteen (16) consecutive hours except in rare and unusual circumstances.
- b. If the Employee responds to the call, the Employee will be authorized a minimum of two (2) hours of overtime as specified in Article 16, Section 2b of this Article.
- c. On-call Employees will normally not be utilized for work not considered to be mission critical.

ARTICLE 18 ANNUAL LEAVE

SECTION 1:

Annual leave is provided and used to allow Employees an annual vacation of extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes. Employees shall accrue annual leave in accordance with applicable government wide laws, rules, and regulations. Leave requested in advance will be granted except when there is a work exigency other than the normal workload. All requests by the Employee for annual leave in any instance of unforeseen bona fide emergency will normally be granted upon request as the circumstances warrant.

SECTION 2:

Employee requests for annual leave shall be submitted on an OPM Form 71 to their supervisor as far in advance as possible for purposes of planning and scheduling. For the benefit of the mission as well as Employees, supervisors are encouraged to post a calendar indicating Employees scheduled leave.

- a. Requests for short term annual leave - from two (2) to five (5) consecutive work days - will be submitted on an OPM Form 71 at least one (1) week in advance. A decision will be given to the Employee within twenty-four (24) hours.
- b. Requests for annual leave in excess of five (5) consecutive work days will be submitted on an OPM Form 71 at least two (2) weeks in advance. A copy of the OPM Form 71 indicating approval or disapproval will be returned to the Employee within twenty-four (24) hours.
- c. Leave requested in advance will be granted subject to Sections 2 and 3 of this Article or when there is a documented and verifiable operational exigency other than the normal workload.
- d. It is the responsibility of the Employee to assure he/she does not forfeit leave due to use or lose provisions. Management will work with Employees in scheduling and rescheduling leave to avoid loss.

SECTION 3:

Supervisors should request an advance schedule of leave for periods of high annual leave usage. All Employees' leave requests will be evaluated on a documented first-come, first-served basis. When

scheduling conflicts arise, supervisors should attempt to let the Employees involved resolve the conflict. Unresolved conflicts will be settled by using the Employees Service Computation Date (SCD). Each Employee's OPM Form 71 will be documented and retained by the Employer.

- a. Employees wishing to change their original approved leave requests may do so provided their new choice does not conflict with leave previously scheduled by another Employee or unless there are work exigencies other than the normal workload.

- b. The Employer reserves the right to cancel leave previously approved for circumstances such as work exigencies other than the normal workload. When the Employer finds it necessary to cancel previously approved leave, the reason(s) for such action will be given to the Employee as far in advance as possible. Annual leave will not normally be denied and/or cancelled if such denial will result in earned leave being forfeited (i.e., use or lose). Nothing in the above procedure will be construed to mean the Employees must schedule their vacations in advance but Employees not doing so will be granted leave on a first-come, first-served basis.

- c. When "use or lose" leave is requested per regulation and cannot be approved or used prior to the end of the leave year, the excess annual leave will be restored in accordance with applicable government wide laws, rules, and regulations and carried over into the next year. responsible for being aware of the supervisor's approval/disapproval of the requested absence. Normally approval for such leave will be contingent upon the Employee making a good-faith effort to provide the supervisor with proof a bona fide emergency existed.

SECTION 4:

When unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the Employee but approval will normally be granted. Except where circumstances beyond the control of the Employee do not permit, the Employee must contact either personally or by phone as soon as possible but not later than two hours after the beginning of the Employees scheduled tour-of-duty his supervisor or designated alternate. When another person contacts the supervisor on the Employee's behalf, the Employee remains responsible for being aware of the supervisor's approval/disapproval of the requested absence. Normally approval for such leave will be contingent upon the Employee making a good-faith effort to provide the supervisor with proof a bona fide emergency existed.

SECTION 5:

The current leave year accrual of annual leave may be advanced if approved by the supervisor and there is reasonable assurance the Employee will be in a duty status long enough to earn the advanced leave. Doubtful cases shall be disapproved. Subsequent loss of accrual may result in an indebtedness situation. An Employee separating from federal service must repay any advanced annual leave unless the separation is caused by death, disability retirement, or a disability preventing an Employee's return to

duty or continued service, and which is the basis of separation as determined by the employing office based on acceptable medical evidence per existing government wide laws, rules, and regulations.

ARTICLE 19 SICK LEAVE

SECTION 1.

Sick leave will be earned, advanced, and administered in accordance with applicable government wide laws, rules and regulations. The use of sick leave is an Employee benefit. Sick leave request and usage will be documented on OPM Form 71. The Employer shall grant sick leave to an Employee in such instances as but not limited to:

- a. Receiving medical, dental, or optical examination or treatment.
- b. Incapacitation for the performance of duties by sickness, injury, or pregnancy, and confinement.
- c. A requirement to give care and attendance to a member of the immediate family who is afflicted with a communicable disease.
- d. Situations where the health of others may be jeopardized by his/her presence at his/her post of duty because of exposure to a communicable disease.
- e. A request in accordance with the Family Friendly Leave Act (refer to Section 9 of this Article).

SECTION 2.

The Parties agree that sick leave is intended to ensure against a loss of income whenever eligible Employees are incapacitated by illness or injury. The Parties further agree that sick leave is not intended to be a substitute for annual leave. Accordingly, the Employer and the Union will periodically advise the Employees of the purpose on this provision and will attempt to prevent the abuse of this benefit recognizing, however, Employees should not be penalized for using sick leave for legitimate purposes.

SECTION 3.

It is the responsibility of the Employee to ensure his/her supervisor or designated alternate is notified when a non-incapacitating illness or injury prevents him/her from reporting to work. An Employee's request shall be made to his/her supervisor or designated alternate not later than two (2) hours after the start of the work day.

SECTION 4.

When an absence due to illness or injury extends for more than three (3) consecutive work days, the application for sick leave must be supported by medical certification.

- a. In cases where the nature of illness was such that an Employee did not need to see a medical practitioner, a medical certificate will not be required unless the Employee is on restricted sick leave or there is a good reason to believe the Employee was not entitled to sick leave.

- b. An Employee with a chronic medical condition not requiring medical treatment but resulting in periodic absences from work for three (3) consecutive days or more will not be required to furnish a physician's certificate on a continuing basis.

SECTION 5.

In those cases where there is substantial evidence an Employee is abusing sick leave privileges, a counseling session will be implemented in accordance with Article 25, Disciplinary and Adverse Action. If a determination is made that an Employee is abusing sick leave privileges, the Employee will be placed into a monitoring program for a six (6) month period. If during this six (6) month period it is determined the abuse of sick leave privileges continued, formal disciplinary actions will be invoked in accordance with Article 25, Disciplinary and Adverse Actions.

SECTION 6.

Sick leave for visits to and/or appointments with health care providers for the purpose of diagnostic examinations, treatment, and X-rays shall be requested in advance when possible. Employee should be cognizant of workload requirements when scheduling discretionary appointments.

SECTION 7.

Employees upon request and with the approval of their supervisor may change previously authorized annual leave to sick leave in accordance with Section 1 of this Article.

SECTION 8.

Requests for advanced sick leave are subject to the following provisions:

- a. The supervisor must assure the illness is serious and an exigency exists. An Employee's request for advanced sick leave must be in writing and must be supported by acceptable medical certification.
- b. All available accumulated sick leave to the Employee's credit must be exhausted. The Employee must first use any excess annual leave he/she might otherwise forfeit.
- c. In the case of Employees serving under probationary or trial periods, advanced sick leave should not exceed an amount reasonably assured to be subsequently earned.
- d. The amount of advanced sick leave to an Employee's account will not exceed thirty (30) days at a time. Where it is known the Employee is to be retired or is anticipated to be separated, the total advanced sick leave may not exceed the amount able to be liquidated by subsequent accrual prior to the separation.
- e. There must be a reasonable assurance the Employee will return to duty.

SECTION 9. EMPLOYEES MAY USE UP TO FORTY (40) HOURS OF SICK LEAVE IN A LEAVE YEAR UNDER THE FEDERAL EMPLOYEE FAMILY FRIENDLY LEAVE ACT.

- a. To care for or otherwise attend to a family member having an illness, injury, or other condition which, if an Employee had such a condition, would justify the use of sick leave by such an Employee, and;
- b. For purposes relating to the death of a family member including making arrangements for and attending the funeral of such family member.
- c. A family member is defined as:
 - (1) Spouse and parents of spouse.
 - (2) Children, including adopted children, and their spouses.
 - (3) Parents.
 - (4) Brothers and sisters and their spouses.
 - (5) Any individual related by blood or affinity whose close association with the Employee is the equivalent of a family member.
- d. An additional sixty-four (64) hours may be used if the Employee maintains a balance of at least eighty (80) hours of sick leave in his/her account.
- e. The amount of sick leave to which part time Employees are entitled is a prorated amount of a full-time Employee's entitlement in accordance with government wide laws, rules and regulations.

SECTION 10.

As authorized by 5 C.F.R. 603, Subpart J, Employees are entitled to donate and to receive leave for medical emergencies. The definitions, eligibility criteria, and administrative provisions pertaining to a Voluntary Leave Program contained in 5 C.F.R. 603, Subpart J, are incorporated by reference into this Agreement.

ARTICLE 20 – ADMINISTRATIVE LEAVE, EXCUSED ABSENCES, AND OTHER OPTIONS

SECTION 1:

Administrative leave and excused absences shall only be approved for the purpose and in accordance with the procedures set forth in the government wide laws, rules and regulations governing such

matters and, where applicable, the provision of this Agreement. This includes but is not limited to activities which are in the Government's interest, absences for court/jury duty, voting or voting registration, and attendance at funerals meeting the criteria set forth at 5 C.F. 630 Subpart H.

SECTION 2:

During adverse weather conditions, Employees will follow the guidance regarding administrative dismissals as prescribed by the Installation Commander. Employee will be excused from duty without charge to leave or loss of pay.

- a. All Employees are to presume the Employer's offices are open every regular work day unless specifically announced otherwise. Although Employees are expected to be prepared to deal with most emergencies, conditions might occur which will make the closing of the Post necessary. Any decision to close the Installation will be the decision of the Installation Commander.
- b. An announcement of full-day closing or late opening will be broadcast through the news media. In addition, Employees may call designated numbers for recorded information regarding closing/late openings or may access the Fort Detrick website. On an annual basis, the Employer shall update the designated telephone numbers and the procedures for notification and then inform the Employees within twenty-four (24) hours.
- c. Depending on the circumstances of the particular situation, attempts will be made to make a decision on a late opening or full day closing and to place notification mechanisms into effect as early as possible.
- d. When a decision is made by administrative order to close the Installation for a full day due to inclement weather or other emergency reasons, those Employees not required to work including Employees previously authorized annual or sick leave will not be charged leave. Employees not scheduled to work under an AWS on a day the Installation is closed have no entitlement to an additional day off. .
- e. When a decision is made to open the Installation late because of inclement weather, the Employer will place notification mechanisms into effect and will designate a set opening time. On days when a late opening occurs, Employees should report at the designated opening time. When a liberal leave policy is in effect, Employees may take leave or LWOP.
- f. When a decision is made to dismiss Employee early during the work day, Employees will be excused without charge to leave or loss of compensation for the remainder of their tour of duty remaining after the early dismissal time. In the event an Employee who is in a duty status prior to the time an early dismissal status is known request leave and then departs before the official early dismissal time, leave will only be charged up to the time of the early dismissal.

g. When inclement weather exists and a late opening or early dismissal has not been officially authorized, supervisors shall be as liberal as possible in approving requests for leave. However, supervisors will give special consideration to Employees with temporary and permanent mobility impairments in which case the provisions of Section 2h of this Article may apply.

h. When the Installation is open and Employees are expected to report for work on time, supervisors may grant a reasonable amount of annual leave, credit hours, LWOP, compensatory time earned, or excused absence for reasonable tardiness when commuting delays have been experienced by employees.

SECTION 3. GUIDELINES FOR DISMISSAL AND LEAVE DURING OTHER EMERGENCY SITUATIONS:

a. Emergency Situations. For the purpose of these guidelines an emergency situation (exclusive of weather) is one which prevents all or part of the Directorate's operations from being performed (i.e., utility failure, fire, etc.) or may necessitate the closing of the Directorate in whole or in part. The determination as to whether an emergency situation warrants closing the Directorate shall be made by the Installation Commander. The Installation Commander will determine as to whether it will be necessary to close all or part of the Directorate.

b. In these types of emergency situations, the Parties will meet to discuss the Directorate's situation and the impact and implementation (I&) on the Employees.

c. At any time the conditions inside any of the Directorate facilities reaches an unsafe level as determined by the Installation Safety Office and upon notification from the Union, the Directorate will work to rectify the situation in a reasonable amount of time or will dismiss the affected Employees with administrative leave.

SECTION 4:

Upon request and subject to the approval of the supervisor, an Employee serving as a Union representative may be granted excused absence to the extent that staffing and operational requirements permit other than the normal workload to attend Union sponsored training. Such training must be deemed by the Employer to be of mutual concern and benefits to both Parties. Each request will be submitted as far in advance as possible but in no case less than fifteen (15) days before the official time is to begin. The amount of excused absence granted will be in accordance with Article 7, Section 7 of this Agreement.

SECTION 5. FAMILY MEMBER SERVICES:

All requests for excused absence to attend Union sponsored training shall be submitted in writing through the Directorate Bargaining Unit Vice President to the official designated by the Employer to receive such requests. Each request shall include the following information.

a. Name(s) of the Employee(s) involved.

- b. Official title of each Employee's Union position.
- c. Purpose of the training and why it is needed.
- d. A copy of the training agenda.
- e. Number of hours requested.
- f. dates each Employee is to attend the training session.

SECTION 6:

The request for excused absence to attend Union sponsored training may be denied based upon the criteria in Sections 3 and 4 of this Article. At such time, a written decision of the denial shall be forwarded to the Union. All decisions on such requests shall be rendered within seven (7) days of receipt.

SECTION 7:

Upon completion of Union sponsored training for which an excused absence was granted, the Union will provide the Employer a listing of Employees who actually attended the training and the number of hours used by each. Travel and per-diem expenses incurred in connection with such training shall be borne by the Union or the Employee(s) who attended the training.

SECTION 8. BREATHEMENT/FUNERAL LEAVE:

- a. Upon request and subject to any documentation requirements, supervisors shall approve up to five (5) days off leave for an Employee to mourn the death of the following members:

- (1) Spouse.

- (2) Children, including adopted and stepchildren.

- (3) Parents, including stepparents.

- (4) Siblings, including step-brother/sister.

- (5) Any individual related by affinity (i.e. whose association with the Employee is the equivalent to one of the family relationships identified in subparagraphs 1 thru 4 of this section).

- b. Upon request and subject to any documentation requirements, leave-approving official(s) shall approve three (3) days of leave for Employees to mourn the death of a grandparent or parent of their spouse.

c. The supervisor at his/her discretion may require documentation (e.g. obituary, and death certificate) prior to final approval. This documentation, however, will normally only be required in unusual circumstances.

d. An Employee must be administratively excused without loss of pay or charge to leave to make arrangements for or to attend the funeral or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred as a member of the Armed Forces while serving in a combat zone. The length of the administrative excusal should be determined on the basis of the circumstances of each request but may not exceed three (3) days.

(1) Immediate members of the family include the Employee's spouse, parent thereof, and children including adopted children by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

(2) An Employee who desires excusal under the policy as stated in Section 8d of this Article must submit a written request to the supervisor stating the number of hours and dates(s) for which he/she requests excusal. Normally he/she should submit the request before the absence. On the request, the Employee must state the grade, name, service number, relationship to the deceased, and the time, date, and place of the funeral.

SECTION 9:

When authorized by Management, Employees who donate blood will be granted a reasonable amount of excused absence to cover travel to and from the donation site, the actual donation of blood, and recovery. The Parties recognize additional time may be needed for special circumstances.

SECTION 10:

When authorized by Management, Employees will be granted a reasonable amount of excused absences to attend Civilian Welfare Council (CWC) functions, Prayer Breakfasts, Job/Science Fairs, and any other Fort Detrick events.

SECTION 11:

Upon request and subject to certification by a physician and concurrence with government wide laws, rules, and regulations, supervisors shall approve excused absences for Employees who serve as living donors for bone marrow, organ and tissue donation, and transplantation. The use of excused absence can cover time off for activities such as the actual medical procedure and recovery time.

SECTION 12:

The length of absence from work can vary depending on the medical procedures involved in the donation. Therefore, for longer periods of incapacitation, leave approving official(s) shall approve annual

and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified in Section 10 of this Article.

SECTION 13. LEAVE WITHOUT PAY (LWOP):

Requests for LWOP will be given serious and bona fide consideration by the Employer in accordance with government wide laws, rules, and regulations. LWOP is not a right which accrues to an Employee and should not be demanded by an Employee.

a. LWOP is granted at the discretion of management, except in the following cases:

(1) When a disabled veteran requests LWOP for medical treatment.

(2) When requested by a reservist or National Guard member for military duties. Employees may request such leave after their military leave has been exhausted.

(3) When requested by an Employee who has suffered an incapacitating job- related injury or illness and is waiting adjudication of his/her claim for Employee compensation by the Office of Worker's Compensation Program.

(4) When an Employee makes a request under the Employer FMLP and meets the criteria for that program as contained in Section 16 of this Article.

b. Employees may request and the Employer will consider extended LWOP for educational purposes when the course of study or research is in line with a type of work performed by the Employer and would contribute to the Employer's mission.

SECTION 14. SUPERVISOR APPROVED ABSENCE:

a. The supervisor may excuse Employees for unavoidable absences of less than one (1) hour if the Employee has reasons acceptable to the supervisor. If, however, the supervisor does not excuse the absence or tardiness, the Employee may choose one of the following options:

(1) Request the period of tardiness/absence is charged to annual, compensatory time, credit hours, or LWOP.

(2) With supervisory approval, may make up the time by adjusting his/her scheduled tour of duty.

b. The Employer may not use a tardiness/absence which has been excused, charged to approved leave, or made up either at lunchtime or at the end of an Employee's scheduled tour

of duty as a basis for disciplinary action. The Employer may, however, take disciplinary action based on period of tardiness/absence reported as AWOL.

SECTION 15. MILITARY LEAVE:

Military Leave as applied to civilian Employees will be approved in accordance with government wide laws, rules and regulations for permanent full time Employees who are members of the National Guard or the Armed Forces Reserves and are entitled to fifteen (15) days of regular military leave (ML) for active duty or active duty for training.

SECTION 16. THE FAMILY AND MEDICAL LEAVE ACT (FMLA):

a. Entitlement. The Family and Medical Leave Act of 1993 provides for a total of twelve (12) administrative work weeks of unpaid leave (LWOP) during any twelve (12) month period for the purpose of caring for specified family and medical needs of Employees covered by sick and annual leave provisions of 5 U.S.C. 63 and 5 C.F.R. Part 630.

(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 with serious health condition.
Family member is defined as:

(a) Spouse.

b) Children, including adopted children.

(c) Parents.

(d) A serious health condition of the Employee making the Employee unable to perform the essential functions of his/her position.

(4) Under certain conditions, FMLA leave may be taken intermittently or the Employee may work under a work schedule reduced by the number of hours of leave taken as family and medical leave. An Employee may elect to substitute annual leave and/or sick leave consistent with current government wide laws, rules and regulations for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an Employee.

(a) Job Benefits and Protections. Upon return from FMLA leave, the Employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

(b) An Employee who takes FMLA leave is entitled to maintain health benefits coverage. An Employee may pay the Employee share of the premiums on a current basis or upon his/her return to work.

(c) Advance Notice and Medical Certification.

(1) Advance notices and medical certifications for the purposed of family and medical leave will be applied consistent with 5 U.S.C. 63 FMLA and 5 C.F.R. Part 630.

(2) An Employee must provide notice of his/her intent to take family and medical leave not less than thirty (30) days before leave is to begin or as soon as is practicable.

(3) The employer may request medical certification for family and medical leave taken to care for an Employee's spouse, sons, daughter, or parent who has a serious health condition or for the serious health condition of the Employee.

SECTION 17:

a. The Employer will be liberal when granting leave options for maternity reasons and will apply policies fairly consistent with 5 C.F.R 630. Absence related to pregnancy is charged to sick leave, annual leave, compensatory time, or credit hours depending on the availability of each type of leave or LWOP. Requests for sick leave for maternity reasons are treated the same as any certified temporary medical disability. Under the Family Friendly Leave Act, sick leave is appropriate if the Employee is incapacitated for the performance of duties due to pregnancy or childbirth or to provide care for family members as a result of pregnancy or childbirth.

b. Sick leave is not authorized for absence due solely to the Employee's responsibility for infant care. Workload permitting, the supervisor may approve additional leave or LWOP for this purpose. Employee may be eligible for other childbirth or infant care under the Family and Medical Leave Act (FMLA) of 1993.

SECTION 18. ADJUSTMENT OF WORK SCHEDULES FOR RELIGIOUS OBSERVANCES:

Request for Religious Compensatory Time (RCT) will be handled in accordance with 5 U.S.C. 5550a, reference (b). An Employee whose personal religious beliefs require not working during certain periods of time may elect to work compensatory time for the time lost to meet those religious requirements. An Employee who works compensatory time for religious reasons shall be granted equal compensatory time off from the scheduled tour of duty (5 C.F.R. 550.1002, reference (1)).

a. Employees must request approval for religious observances from the appropriate approving supervisor in advance and in writing. All requests will be submitted on an OPM FORM 71 to include appropriate attachments. Requests must include all of the following information:

(1) The date(s) and number of hours requested.

(2) In the space provided for remarks, the Employee must state "This leave is because my personal religious belief requires me to refrain from work for a religious observance for (the religious holiday names) or (portion of the day).

(3) The proposed dates(s) on which the religious compensatory work will be performed.

b. During the month of February and August each year, Employees will submit requests for RCT for the six (6) month periods of April through September and October through March respectively. Such written requests should be submitted by the last day of February and August respectively to the appropriate approving supervisor.

c. When request for religious time off are submitted after the February or August scheduling periods, the requests will be considered on a first-come, first served basis.

d. Only after the supervisor approves both the Employee's request for RCT and his/her religious compensatory work schedule will the Employee work RCT. While the Employee's request to work at specific times must be considered consistent with applicable government wide laws, rules, and regulations, authority for scheduling the time to be worked is vested in the supervisor. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment s of the Employer's mission, the Employer shall in each instance afford the Employee the opportunity to work compensatory time when the Employee's personal religious beliefs require the Employee abstain from work during certain periods of the work day or work week. If possible, the religious compensatory work schedule will be approved at the same time the request for RCT is submitted. It is the Employee's responsibility to take advantage of the opportunity offered or to obtain advance approval to work at other times.

e. Employees may be allowed to accumulate RCT in increments of at least quarter (1/4) hours per day.

f. Earned RCT is forfeited unless used for the religious observance on the date designated on the OPM Form 71 except in the following circumstances:

(1) Use of RCT may be deferred if the Employee is precluded by personal illness or an exigency of the public's service as declared by an authorized official from using earned RCT for the designated day.

(2) If the Employee request RCT for another religious observance, any unused earned RCT must be used for that observance.

ARTICLE 21 TIMELY AND PROPER COMPENSATION

SECTION 1. TIMELY RECEIPT:

- a. The Employee is entitled to timely receipt of all wages earned by the Employee for the applicable pay period. Employees are responsible for reviewing their earnings and leave statements prior to notifying their supervisors of any unexplained changes. Employees are responsible for arranging for the timely repayment of overpayment. Where Employees have been overpaid, the Employer will advise Employees of the procedures available and will provide the necessary forms for filing a request for waiver of all overpayment of pay received in good faith.
- b. The Employee will make every effort to ensure receipt of his/her paychecks/salary payment, bonds, and W-2 forms electronically.
- c. The Parties agree that Electronic Funds Transfer (EFT) will pay all Employees.
- d. The Employee may contact the Employers Customer Service Representative (CSR) if questions or problems exist.

SECTION 2. SPECIAL PAYMENTS:

The Parties agree special payments will be issued in accordance with the DoD Financial Management Regulation 080102. CONDITION 2.

ARTICLE 22 PERFORMANCE MANAGEMENT AND APPRAISAL

SECTION 1. POLICY AND PROGRAM OBJECTIVE:

The Employee performance appraisal process will be in accordance with Army Regulation (AR) 690-400, Total Army Performance Evaluation System (TAPES), and Chapter 4302, except as may be modified by the provisions of this Agreement. The Employer and the Union will use performance management to improve organizational effectiveness. In achieving this objective, this performance management Article is designed to integrate management processes that:

- a. Communicate and clarify mission and organizational goals and objectives; and
- b. Identify Employee, team, and managerial accountability for the accomplishment of goals and objectives; and
- c. Involve Employees in improving organizational effectiveness and in assessing their own as well as team and organizational effectiveness and performance; and

- d. Assure Employee of entitlement to within-grade-increase (WGI), eligibility for award consideration, promotions, and serve as a positive, tangible assertion an Employee is in “good standing” following an annual certification of fully successful (Level 3); and
- e. Encourage Employees to take responsibility for continuous improvement, support team endeavors, develop professionally, and perform at their full potential; and
- f. Retain Employer authority to make final determinations regarding establishment of performance standards.

SECTION 2. PERFORMANCE APPRAISAL REQUIREMENTS:

a. Appraisal Period - The standard rating period will be twelve (12) months in duration with the minimum rating period being one hundred twenty (120) days. When the appraisal period lasts a full twelve (12) months, the Employee will receive a mid-term review and a final rating of record. Specific appraisal periods are as follows:

(1) From 1 November through 31 October or 1 July through 30 June for Employees under the TAPES Senior System.

(2) From the first day of the month following the employee’s birth month to the last day of the Employee’s birth month for Employees under the TAPES Base System.

(3) The appraisal will be issued in writing to the Employees within forty-five (45) calendar days following the appraisal period end date.

(4) New Employees or Employees issued a new performance plan for less than one hundred twenty (120) calendar days prior to the end of their rating period will receive a delayed appraisal upon completion of the one hundred twenty (120) days minimum appraisal period.

b. Performance Plans – Each Employee will have an approved documented, and written performance plan based on their job duties and responsibilities.

(1) Performance plans will be provided to Employees at the beginning of and not later than thirty (30) calendar days into each appraisal period, permanent assignment to a new position, or each detail or temporary promotion expected to last one hundred twenty (120) calendar days or longer. Employees will have written performance plans which document expectations based upon organizational mission and goals. Plans consist of preprinted responsibilities (Base System only) and performance standards and individual job-related expectations set forth during performance related discussions.

(2) Performance plans will normally include a minimum of three (3) critical elements taken directly from the major duties of the official position description and related performance standards will be established at the successful level with all elements being quantitative and qualitative measurements.

(3) The supervisor shall encourage and involve the affected Employee(s) in the establishment of all critical elements as defined in 5 C.F.R. 430 for the rating period.

c. Monitoring Performance

(1) Management Initiated Interim Reviews. A review of an Employee's performance shall be conducted at any time when his/her performance falls below a satisfactory rating and at least once midway through the appraisal period. At a minimum, Employees should be informed of their level of performance to the established performance elements and standards. The first-level supervisor and Employee must sign and date the performance appraisal to indicate the review was conducted and a copy was provided to the Employee at the time of the review.

(2) Reassignment/Reduction-in-Grade Review. After an Employee has been reassigned or reduced in grade as a result of unacceptable performance, the Employee and supervisor will review performance ninety (90) calendar days after assignment to the new position.

(3) Employee Requested Reviews. Employees may request up to two (2) interim reviews during a single rating period in addition to paragraphs c(1) and (2) of this section to discuss their current performance level.

d. Orientation Sessions.

(1) An orientation briefing will be provided to all new Employees by the Employee's supervisor to clarify and to communicate the Employees' position description and to establish the Employee's performance standards within fifteen (15) calendar days of his/her employment and/or reassignment.

(2) The supervisor will assure the Employee has an up-to-date position description, performance plan and, if applicable, the career ladder plan and will initiate a dialogue with the Employee to discuss the Employee's duties and responsibilities in relation to the organizational unit's goals and mission.

(3) Subsequent orientation sessions shall be held when a change in the work situation has occurred resulting in a change to the official position description and performance plan. If there

is a change in the working conditions, the Union will be notified in accordance with Article 5 of this Agreement.

Recording the Results. The Performance Plan shall be signed and dated when:

- (1) Establishing and/or revising critical elements and performance standards; or
- (2) Any Interim Reviews are held; or
- (3) Ratings of Record are assigned.

NOTE: The Employee's signature does not constitute agreement with the rating; signature merely signifies the Employee has received it.

f. The assignment of pro rata quotas limiting the number of outstanding performance ratings is prohibited.

SECTION 3. PERFORMANC ASSISTANCE PLAN (PAP)

- a. If at any time during the appraisal year the supervisor identifies a significant performance related problem with an Employee (i.e., the Employee is failing to meet one or more critical elements), the supervisor prior to initiating a Performance Improvement Plan (PIP) will meet with the Employee and, if requested by the Employee, a Union representative. The supervisor will advise the Employee of the problem, will give guidance and will counsel the Employee, and will develop a Performance Assistance Plan (PAP) to aid the employee with resolution of the problem. The supervisor will document this counseling session in writing and a copy will be provided to the Employee. For the purpose of the PAP, the Union's role is non-adversarial but is rather to facilitate and to communicate the goals of management to the Employee pertaining to the issues stated within the PAP.
- b. The assistance plan will afford the Employee a reasonable opportunity of thirty (30) calendar days to resolve the identified performance related issues.
- c. The assistance plan will be tailored to the specific needs of the Employee and may include formal training, on-the-job training, assignment of a journeyman mentor, or other assistance as appropriate.
- d. The purpose of the period of assistance is to help the Employee improve rather than accumulate documentation as the sole basis for an adverse action.

e. If following the assistance period the supervisor determines the Employee has not successfully met the requirements of the Performance Assistance Plan (PAP), the supervisor will give the Employee a documented performance interim review communicating:

(1) This determination and

(2) The Employee will be placed on a formal Performance Improvement Plan (PIP),

SECTION 4. Performance Improvement Plan (PIP):

a. If the supervisor determines that the Employee failed to meet the requirements of the Performance Assistance Plan (PAP)/performance standards, the supervisor shall in addition to providing the Employee the written notice as discussed in Section 3 of this Article develop a written PIP in consultation with the Employee and, If requested by the Employee, a Union representative. The PIP will: (1) identify the critical element(s) the Employee is performing unacceptably; (2) explain why the Employee's performance fails to meet the established standards; (3) describe what the Employee must do to improve his/her performance to a successful level; (4) state how much time the Employee will be given to demonstrate successful performance (fully successful or the equivalent); and (6) describe what assistance the Employee will receive to improve his/her performance to a successful level. The Parties agree the amount and type of assistance and the amount of time given to an Employee to demonstrate successful performance must be reasonable under the circumstances (e.g., complexity of job/opportunity to perform) but in no case less than forty-five (45) or more than one hundred twenty (120) calendar days. The goal of this PIP is to return the Employee to successful performance as soon as possible.

b. At any time after forty-five (45) calendar days, the supervisor may conclude the Employee's performance has improved to the successful level and the PIP can be terminated. In that event, the supervisor will notify the Employee in writing and terminate the PIP.

SECTION 5. PERFORMANCE-BASED ACTIONS:

a. Should all remedial actions fail and the Employee's performance is determined to be unsuccessful, the supervisor will issue a rating of unsuccessful performance to the Employee. One (1) of the following actions may be taken as a result of unsuccessful performance: reassignment, reduction in grade, or removal.

b. An Employee who is reassigned or reduced in grade will be issued a performance evaluation one hundred twenty (120) calendar days after assignment to the new position. Reduction in grade shall only be a viable option when a vacant position exists and the Employer considers the Employee to be qualified and capable of performing acceptably in the new position.

(1) An Employee who was reduced in grade or reassigned as a result of an "unsuccessful" completion of a PIP will not be entitled to the PAP/PIP procedure outlined in this Article during the first one hundred twenty (120) calendar days of the new assignment.

(2) Unless the evaluation at the end of the one hundred twenty (120) calendar day's period is better than "unsuccessful", the Employee may be removed.

c. An Employee whose reduction in grade or removal is proposed for "unsuccessful" performance is entitled to rights identified in Section 9, Article 25, Disciplinary and Adverse Actions, of this Agreement. The Employer may propose to separate the Employee from his/her position through a performance based adverse action under the provisions of 5.C.F.R. 432.

SECTION 6. GRIEVANCE PROCEDURE:

a. Employees may grieve performance based actions through Article 28, Grievance Procedure, of this Agreement. Appealable issues may be administratively redressed to the Merit Systems Protection Board (MSPB) or through the Grievance Procedure but not both. The Special Counsel of the MSPB shall review any allegation of prohibited personnel practice.

b. An Employee who grieves an alleged misapplication of a performance plan may raise the issue of whether the performance plan as applied to the Employee is fair and reasonable.

SECTION 7. PERFORMANCE AWARD:

Employee who receive a performance rating of level 3 or higher may be eligible for a performance award at the end of their rating period.

ARTICLE 23 WITHIN-GRADE INCREASES (WGI)

SECTION 1. BASIC FOR GRANTING OR DENYNG:

Within-grade-increases will be granted or denied on the basis of whether an Employee has attained an acceptable level of competence and has met other statutory and 5 C.F.R. 531 requirements. The basis of judging an acceptable level of competence shall be the goals and objectives which have been mutually agreed to by the Employee and immediate supervisor.

SECTION 2. EFFECTIVE DATE/ADMINISTRATIVE ERROR:

A within-grade-increase shall be effective on the first day of the first pay period following completion of the required waiting period and providing the Employee has met conditions for eligibility. When due to an administrative error, oversight, or delay, the effective date of the within-grade-increase shall be retroactive to the original due date after a positive determination has been made following completion of the required waiting period. In such cases, interest will be paid in accordance with government wide laws, rules and regulations.

SECTION 3. SUPERVISORY RESPONSIBILITIES:

- a. The decision to grant or withhold a within-grade-increase (WG) must be supported by the Employee's most recent performance appraisal (rating of record).

- b. Denial of a within-grade-increase (WGI) may not be used in lieu of disciplinary action.

- c. At any time during the waiting period when a supervisor's evaluation leads to the conclusion that an acceptable level of competence is not being met, the supervisor will provide the Employee with a minimum of one hundred twenty (120) days to improve. The supervisor will develop a Performance Assistance Plan (PAP) and, if necessary, a Performance Improvement Plan (PIP) (see Section 3, Article 22) or Minimally Successful Standards (MSS) which will contain the following:
 - (1) An explanation of each aspect of job related activities in which he/she falls below an acceptable level and how this renders his/her performance on the job as a whole below an acceptable level; and

 - (2) A statement of the acceptable level of competence in each of those areas; and

 - (3) A statement as to what the Employee must do to achieve an acceptable level of competence in identified areas; and

 - (4) The Employer will communicate with the Employee on a weekly basis in regards to his/her progress of a PAP or PIP.

 - (5) If at any time the Employer determines that the Employee has demonstrated sustained performance at an acceptable level of competence, the Employer will issue a new rating of record (a minimum of 120 days must have elapsed since last rating of record) and grant the WGI on the first day of the first pay period after the acceptable determination has been made.

SECTION 4. DECISIONS:

After completion of the waiting period and if the within-grade-increase (WGI) is to be denied, the Employee will be given the supervisor's official determination in writing. In addition to the information required by law and the applicable provisions of 5 C.F.R. 53.1, the determination will include:

- a. A statement of the reasons for the negative determination; and

- b. Identification of the areas in which the Employee must improve in order to be granted a within-grade-increase (WGI); and

- c. The right to request a reconsideration not more than fifteen (15) days following receipt of the negative determination; and
- d. The statement, "Pursuant to 5 U.S.C. 5535 (cc), an Employee must request a reconsideration prior to grieving or appealing to the Merit System Protection Board (MSPB) a WGI withholding", and
- e. The name of the official to whom the Employee may submit a request for reconsideration; and
- f. Notification that the Employee has the right of a reasonable amount of official time to review the material used to make a negative determination and to prepare a response; and
- g. Notification of the right to make an oral or written response/presentation; and
- h. An extension of the time period for making a reconsideration presentation may be granted upon request to the reconsideration official; and
- i. A statement appearing on The Notice of Decision to Withhold Within-Grade- Increase stating the Employee may provide a copy of this Notice to his/her Union representative.

SECTION 5. RECONSIDERATIONS:

- a. When an Employee files a request for reconsideration of a negative determination, an Employee reconsideration file will be established and shall contain all pertinent documents relating to the negative determination.
- b. The Employee must submit within fifteen (15) days of being notified of the determination of a written request for reconsideration stating the reasons for contesting the determination.
- c. If the Employee make an oral presentation, he/she shall be entitled to a summary of such presentation and the opportunity to submit a written exception to this summary.
- d. On or before fifteen (15) days following receipt of an Employee's request for reconsideration or the completion of any investigation whichever is later, the Employer shall issue a notice of decision to the Employee. If the Negative determination is sustained, the notice of decision shall inform the Employee that he/she may contest the decision by filing an appeal to the MSPB or by filing a grievance in accordance with Article 26 of this Agreement. Any grievance shall be filed at Step 3 of the grievance procedure.

e. If the decision reverses the negative determination, the within-grade-increase (WGI) shall be effective on the first day of the first pay period following completion of the required waiting period.

ARTICLE 24 AWARDS

SECTION 1. BACKGROUND AND PURPOSE:

The awards program reflects the Employer's commitment to promote continuous quality and productivity throughout the Directorate. The awards program is intended to motivate Employees to strive for excellence. Individual and team performances are critical components in achieving continuous improvement. The Employer is committed to the principles of Employee empowerment and ownership in achieving continuous productivity enhancement.

SECTION 2. POLICY:

a. Awards are to serve to promote a positive work environment and will be linked to Employees' contributions that have enhanced Directorate performance. Awards will be distributed in a fair and equitable manner.

b. All Employees are entitled to be considered for awards. Employees are not limited in the number or types of awards they may receive or the frequency with which they may receive them. However, Employees should not receive more than one (1) monetary award (including time-off) for the same act or occurrence.

SECTION 3. ON-THE-SPOT-AWARDS:

a. An On-the-Spot (OTS) award is a form of a Special Act Award giving supervisors the opportunity to provide immediate feedback to their Employees when it is observed or made aware of an Employee who performed a special deed or act beyond the normal bounds of an Employee's position. An OTS is intended to reward exceptional performance beyond the normal bounds of an Employee's position. The award may be given as either cash or time off.

b. Limitations. The amount of time off may be granted in amounts of up to forty hours for a single contribution. An Employee may be granted up to eighty (80) hours of time off during a leave year (In the case of a part-time Employee or an Employee with an uncommon tour of duty, the average number of hours of work in the Employee's biweekly scheduled tour of duty). Additionally, the time off must be scheduled in accordance with Article 1 8, Annual Leave, and used within one (1) year after the date the award was approved. A time off award may not be converted to a cash payment.

SECTION 4. QUALITY STEP INCREASES:

a. Purpose. The purpose of a Quality Step Increases (QSI) is to provide appropriate incentives and recognition for excellence in performance by granting faster than normal step increases. The QSI can only be given by management and will not change the effective date of the

Employee's normal within-grade-increase except when the award of a QSI places the Employee in the fourth (4th) or seventh (7th) step of a grade whereas the waiting period for a regular within-grade-increase- is extended by fifty-two (52) weeks under the graduated waiting period schedule.

b. Eligibility Criteria. An Employee is eligible for only one (1) quality step increase within any fifty-two (52) week period. To be eligible for a QSI, the Employee must have an "exceptional" performance rating.

SECTION 5. HONORARY AWARDS:

The Department of Defense encourages and provides honorary awards to recognize exceptional and meritorious service, noteworthy suggestions, and superior accomplishments, length of service, retirement, and achievements in safety. Honorary awards may be granted independently of or in concert with cash/time-off awards.

ARTICLE 25 DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. PURPOSE AND POLICY:

Employees are expected to discharge their duties conscientiously and with the required level of competence; comply with work rules; conduct themselves in a courteous manner with respect to coworkers, supervisors, and the general public; respect the administrative authority of those directing their work; and observe the spirit as well as the letter of the government wide laws, rules and regulations governing their conduct. Disregard for or inability to meet these requirements may be cause for disciplinary or adverse action or an action for unacceptable performance.

The Parties agree the objective is to correct and improve Employee behavior so as to promote the efficiency of the service. The Parties agree to the concept of progressive discipline designed primarily not to punish but to correct and improve Employee behavior. Bargaining unit Employees will be the subject of disciplinary or adverse action only for just cause.

If the Employer believes disciplinary or adverse action may be taken against an Employee, the Employer must advise the Employee of his/her Weingarten Rights prior to the start of the meeting.

SECTION 2. DEFINITION OF "DAY" DETAILS:

For the purpose of this Article, the word "day" means calendar day unless otherwise specified.

SECTION 3. COUNSELING AND WARNINGS:

The Parties agree counseling of Employees is an important aspect of the employment relationship. Counseling may be oral or written and oral counseling may be documented by means of a Memorandum For Record (MFR).

a. Counseling and assistance including oral warnings that are informal in nature will precede discipline except in cases where such behavior is a danger to other Employees of the Directorate.

b. Counseling and warnings will be conducted privately and, in such a manner so as to avoid embarrassment of the Employee.

c. Counseling and warnings shall be confidential and not distributed or discussed with any other Employees or management officials.

SECTION 4. WRITTEN COUNSELING:

a. Written counseling will be accomplished in the same manner as specified for oral counseling as stated in Section 3 of this Article.

b. A written counseling statement may be retained unofficially for one (1) year maximum.

c. All performance based written counseling will be administered in accordance with Article 22, Performance Management and Appraisal.

d. In the case of probationary Employees, written counseling statements may be kept up to the time the Employee is separated during probation. If the Employee is separated, the counseling statements may be used to support the separation.

SECTION 5. ADMINISTRATION OF FORMAL DISCIPLINE:

The Employer agrees to administer formal disciplinary and adverse actions in a manner consistent with applicable government wide laws, regulations, and the established policies of the Employer. Discipline will be administered fairly and equitably and in a manner which is timely under the circumstances and complexity of each case consistent with the Douglas Factors and in accordance with AR 690-700, Chapter 751.

SECTION 6. REPRIMAND:

a. An official reprimand is a written disciplinary action specifying the reasons for the action. The reprimand will specify that the Employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of the Official Personnel Folder (OPF) and maintained for up to one (1) year. After one (1) year, all document(s) pertaining to this reprimand shall be removed and destroyed, at the Employees request, and a letter provided to the Employee specifying destruction of the document(s). This includes all copies wherever situated pertaining to the matter.

b. Supervisors may withdraw official written reprimands at any time the supervisor determines the action has served its intended purpose. Unless it has been used to support a subsequent disciplinary action, an official written reprimand once withdrawn shall be expunged from the record.

c. When a letter of reprimand is given, the letter will inform the Employee that he/she has the right to file a grievance on the reprimand in accordance with Article 26, Grievance Procedure, of this Agreement.

SECTION 7. EMERGENCY DISCIPLINARY ACTIONS:

An Employee may be immediately placed in an off-duty status (in an enforced leave status) by the Employer but shall remain on the rolls when the allegation involves intoxication (use of drugs or alcohol), theft, or in cases where retaining the Employee on duty may result in damages to government property or where the Employee may be injurious to self or other. The Employee shall remain on the rolls (in an enforced leave status) until disposition of the case has been determined. If it is proposed to suspend such an Employee for more than thirty (30) calendar days or discharge the Employee, the emergency action taken under this Section may be made the subject of a separate grievance.

SECTION 8. SUSPENSIONS (14 DAYS OR LESS):

a. An Employee may be immediately placed in an off-duty status (in an enforced leave status) by the Employer but shall remain on the rolls when the allegation involves intoxication (use of drugs or alcohol), theft, or in cases where retaining the Employee on duty may result in damage to government property or where the Employee may be injurious to self or others. The Employee shall remain on the rolls (in an enforced leave status) until disposition of the case has been determined. If it is proposed to suspend such an Employee for more than thirty (30) calendar days or discharge the Employee, the emergency action taken under this Section may be made the subject of a separate grievance.

(1) Advance written notice of fifteen (15) days stating the specific reasons for the proposed action (2 copies); and

(2) Fifteen (15) days to respond orally and/or in writing to the proposed action; and

(3) Be represented.

b. After considering the Employee's response, the supervisor will issue a written decision within fifteen (15) days. If the decision is unfavorable to the Employee, the decision may be grieved beginning with the level of supervision above the deciding official or their designee.

c. If a timely grievance is initiated, the effective date of the suspension will be delayed until disposition of the grievance either by settlement or an Arbitrator's final and binding decision.

SECTION 9. ADVERSE ACTIONS:

Adverse actions are those involving a removal, a suspension for more than fourteen (14) days, a demotion, or a furlough for thirty (30) days or less. Adverse actions may be contested under the appellate procedures of the United States Merit Systems Protection Board (MSPB) or under the

negotiated grievance procedure outlined in Article 26 of this Agreement but not both. When an Employee selects one procedure or the other, that procedure shall be the exclusive forum in which the Employee may contest the action. Actions taken under this section must be supported by a preponderance of the evidence.

a. An Employee against whom such an action is proposed is entitled to:

(1) Advance written notice of thirty (30) days stating the specific reasons for the proposed action (2 Copies); and

(2) Fifteen (15) days to respond orally and/or in writing; and

(3) Be represented.

b. After receiving the Employee's response, the Employer will issue a written decision within fifteen (15) days. If the decision is to effect an action specified in this section, the decision will specify the specific reason(s), the effective date, and the action to be taken.

c. In accordance with 5 U.S.C. 7121(d), the Employee may appeal the decision to the Merit Systems Protection Board (MSPB) or the Employee may file a written grievance under the terms of this Agreement but not both. Any such grievance will be initiated at the third (3rd) step. For action other than removal/separation/furlough, the action shall be stayed until the final decision has been received by the grievance process.

d. An Employee shall be entitled to representation in all phases of these procedures.

SECTION 10. REQUEST FOR TIME EXTENSIONS OF A PROPOSED ACTION:

The Employer may grant a request for a reasonable extension of time to respond to the proposed action.

SECTION 11. TIMELINESS OF DISCIPLINE:

The Employer shall initiate adverse actions and disciplinary actions no later than thirty (30) days of the specified occurrence.

SECTION 12. DOCUMENTS PROVIDED TO THE UNION:

Upon the Union's request and with the permission of the Employee, the Employer within fifteen (15) days shall provide the Union with any/all documentation gathered on the specific instance(s) or action(s) considered in proposing the action.

ARTICLE 26 GRIEVANCE PROCEDURE AND BINDING ARBITRATION

SECTION 1. PURPOSE:

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. This negotiated procedure shall be the exclusive procedure available to Employees, the Union, and the Employer for resolving grievances that fall within its coverage except as provided in Section 2 of this Article. The Union shall be the exclusive representative of an Employee or group of Employees who use this procedure and elect to be represented. However, any Employee on his/her own behalf or group of Employees on behalf of themselves may present grievances to the Employer and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment.

SECTION 2. SCOPE:

A grievance means any complaint by any Employee concerning any matter relating to the employment of the Employee or by the Union concerning any matter relating to the employment of any Employee or by any Employee, the Union or the Employer concerning the effect or interpretation or a claim of breach of this Agreement or any claimed violation, misinterpretation, or misapplication of any government wide laws, rules and regulations affecting conditions of employment. Specifically excluded from consideration under this grievance procedure and from arbitration are:

- a. Matters outlined in 5 U.S.C. 7121 (C)(1) thru(5).
- b. Non-selection for a promotion from among a group of properly ranked and certified candidates where there are no alleged procedural violations.
- c. A preliminary warning notice of an action that, if effected, would be covered under this grievance procedure.
- d. The termination of a temporary appointment or a temporary promotion where there are no alleged procedural violations.
- e. The separation of a probationary Employee.
- f. The content of an Employee's performance standards or objectives unless they are inconsistent with applicable government wide laws, rules or regulations.
- g. Matters relating to the implementation of OMB Circular A-76.

SECTION 3. DEFINITIONS:

- a. Employee is a current bargaining unit member. An Employee who files a grievance is also referred to as a "grievant."
- b. Personal Relief is a specific remedy personally and directly benefiting the grievant.
- c. Representative. A person who has been designated by the Union and has agreed to advise, assist, or act for the grievant in the presentation of a grievance.
- d. Grievance File. A separate file subject to the Privacy Act containing all documents related to the grievance including but not limited to statements of witnesses, records or copies thereof, the report of hearing when one is held, statements made by the Parties to the grievance, and the decision.
- e. Days. Calendar days, unless stated otherwise. (If a time limit expires on a weekend, holiday, or other non-work day, the time limit must be extended to the next workday.)

SECTION 4. EMPLOYEE RIGHTS:

- a. An Employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting a grievance.
- b. Employees filing a grievance under this procedure may represent themselves or be represented only by a designee of the Union.
- c. An Employee and representative (if an Employee of the Directorate) will be granted a reasonable amount of Official Time to discuss, prepare, and present the grievance if they would otherwise be in a duty status. Employees must receive supervisory approval in advance for the use of Official Time.
- d. Employees have the right to communicate with and seek procedural guidance from the Union, the Personnel Office, and EEO counselors (e.g., EEO specialists and counselors and Employee program counselors).

SECTION 5. REPRESENTATION:

- a. Upon the filing of a grievance regardless of whether an Employee is self-representing or represented by a designee of the Union, the Union has the right to be present during the grievance proceedings.
- b. When an Employee elects Union representation, all meetings and communications regarding the grievance and attempts at its resolution shall be made through the designated Union representative.

c. For Employees working flexible tours, the Parties agree to schedule all steps in the grievance process during the core hours of the Employee and the representative unless the Parties mutually agree otherwise.

d. In situations where the Employee and representative are on different work schedules and/or locations, the Parties agree to make a reasonable effort to schedule all steps in the grievance process during the common work times of the Employee(s) and representative unless the Parties mutually agree otherwise.

SECTION 6. GRIEVANCE PROCEDURES:

a. Adverse actions, complaints of discrimination whether pure or mixed, and actions for unacceptable performance that also fall within the coverage of this negotiated grievance procedure may, at the discretion of the aggrieved Employee, be contested under the applicable statutory appeal procedures or under this negotiated grievance procedure but not both. An Employee shall be deemed to have exercised his/her option under this section to raise a matter under the applicable appellate procedures or under this negotiated grievance procedure at such time as the Employee timely files a notice of appeal or timely files a grievance whichever occurs first.

b. Grievances over adverse actions, complaints of discrimination, or actions for unacceptable performance will be filed at Step 3 of the negotiated grievance procedure within thirty (30) days of the effective date of the action. Grievances over disciplinary actions will be filed at the next level above the official who took the action (reprimands) or approved the action (suspensions) within ten (10) work days of the effective date of the action.

c. Questions as to whether a grievance concerns a matter subject to the negotiated grievance procedure or is a matter subject to arbitration and which cannot be resolved at a lower level shall become a threshold issue if the grievance is submitted to arbitration.

d. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Accordingly, the Parties agree to make a sincere effort to resolve complaints, dissatisfactions, and grievances at the lowest possible level consistent with the nature of the issue.

SECTION 7. RESPONSIBILITIES:

a. Managers and supervisors are responsible for the fair, responsive, and timely consideration of Employee grievances brought before them. To the extent feasible, they should also strive to resolve grievances in a mutually satisfactory and timely manner.

b. The grievant is responsible for complying with appropriate time limits stated herein and for ensuring his/her grievance identifies the issue(s) of concern, the relief sought, and the provisions of government wide laws, rules and regulations, or this Agreement he/she believes to be applicable. The grievant is also responsible for obtaining representation if desired, advance approval of official time for the preparation and presentation of the grievance, and providing to the reviewing official any supporting documentation or material the grievant wishes to have considered.

SECTION 8. GRIEVANCE PROCEDURE:

- a. An Employee may file a grievance concerning a continuing practice or condition at any time but must present a grievance concerning a particular act or occurrence within ten (10) work days of the date of the act or occurrence or the date the Employee became aware of the act or occurrence. The time limit may be extended by the official considering the grievance if the Employee has shown good cause. Grievances will be initiated at the lowest level commensurate with the issue involved and the authority of the reviewer.
- b. When initiating a grievance whether orally or in writing, the Employee must clearly specify he/she is pursuing a grievance and must comply with the requirements set forth in Section 7b of this Article.
- c. If an Employee has elected Union representation, he/she must notify the reviewing official. Such notification will include the name of the representative and an authorization for the release of information that would otherwise be protected by the Privacy Act to the representative in the exercise of his/her representational duties. Any communication with an Employee's representative shall be considered communication with the Employee.
- d. A grievance may be resolved at any stage of the procedure and the Parties agree every reasonable effort should be made to do so. If a resolution is reached, it will be reduced to writing and signed by the grievant, his/her representative (if any), and the official reviewing the grievance at the time of resolution. The signed resolution will become part of the grievance file.
- e. All stated time limits may be extended by mutual consent. Failure of the Employer to observe applicable time limits shall entitle the Employee to advance a grievance to the next step. The Employer has the right to deny a grievance when the Employee fails to adhere to applicable time limits.

(1) Step 1 - The Employee presents a written grievance to his/her first-line (immediate) supervisor. The supervisor will review the grievance and inform the Employee and/or the Union within ten (10) work days from the date the grievant was presented of his/her decision. The decision will be in writing and will explain the reason(s) for the decision. The time limit for a response may be extended with the written concurrence of the Employee (if representing them

self), or his/her Union representative. If a decision is not issued within the applicable time limit, the Employee may proceed to the next step.

(2) Step 2 - The Employee presents a written grievance to his/her second line supervisor within ten (10) workdays of receipt of the Step 1 decision. The second line supervisor will review the grievance and will meet with the Union as soon as possible in order to clarify the Parties' positions as well as possibly resolve the issues before them. The second line supervisor will inform the Union of his/her decision within ten (10) work days from the date the grievance was presented at Step 2. The decision will be in writing and will explain the reason(s) for the decision. The time limit for a response may be extended with the written concurrence of the Union. If a decision is not issued within the applicable time limit, the Union may proceed to the next step.

(3) Step 3 - The Union presents a written grievance to the Director/designee, USAG-DOIM, within ten (10) work days of receipt of the Step 2 decision. The Director/designee will review the grievance and will inform the Union within ten (10) work days from the date the grievance was appealed to Step 3. The decision will be in writing and will explain the reason(s) for the decision. The time limit for a response may be extended with the written consent of the Union. If a decision is not issued within the applicable time limit, the Union may proceed to binding arbitration.

f. Grievances having impact on the common interests of the Employer or the Union may be filed in accordance with the following procedure:

(1) Any grievance submitted by the Employer will be in writing and will be addressed to the USAG-DOIM Vice-President, Local 2484, AFGE (AFL/CIO).

(2) Any Union grievance will be in writing and addressed to the Director, USAG-DOIM or designee.

(3) The submitted Union grievance will outline the misunderstanding, dispute, complaint or dissatisfaction to include all pertinent data such as dates, places and personnel involved.

(4) The party to whom a Union grievance was submitted will inform the grieving Party of the decision in writing within thirty (30) days following receipt of the Union grievance.

(5) If the Union grievance is not resolved by the written decision given in Section 8d of this Article, the grieving Party may proceed to binding arbitration in accordance with the provisions in Section 9 of this Article.

(6) In any instance where more than one Employee is grieving the same issue, one (1) Employee may be selected by the Union to pursue the grievance.

(7) In any Union grievance where the primary issue is the interpretation of a regulation or policy rather than the method or fairness of its application, the Parties may by mutual consent agree to jointly obtain an official interpretation from the proponent of the regulation or policy before submitting the grievance to binding arbitration. The Union will be given an opportunity to include its comments in the request for interpretation. The Union's agreement to solicit an interpretation does not constitute an acceptance of that interpretation. If the grievance is subsequently submitted to arbitration, the official interpretation along with any differing Union interpretation will be included in the submission. The arbitrator will consider the Union and Management interpretations as submitted before rendering a decision.

SECTION 9. BINDING ARBITRATION:

a. If unresolved, a grievance processed under this Article may be referred to arbitration. Arbitration may only be invoked by the Employer or the Union. A notice of intent to invoke arbitration must be in writing and must be delivered to the appropriate Party within thirty (30) days following receipt of the Step 3 decision or within thirty (30) days following receipt of the final decision in a common interest grievance, unless the Parties mutually agree to extend the notification period.

b. Selection of an Arbitrator

(1) Within seven (7) calendar days from the date a Party receives a notification of intent to invoke arbitration, the Parties shall meet for the purpose of drafting a mutual request to the Federal Mediation and Conciliation Service (FMCS) for a panel (list) of five (5) impartial arbitrators with federal sector experience.

(2) The Parties shall meet within seven (7) calendar days after receipt of the panel. If they cannot mutually agree upon one of the listed arbitrators, each Party will alternately strike one (1) name from the list and will repeat the procedure until one (1) name remains. The remaining name shall be the duly selected arbitrator. The first Party striking will be decided by a coin flip.

(3) The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event that:

a. Either Party refuses to participate in the selection of an arbitrator or

b. Upon inaction or undue delay on the part of either party.

(4) Any fees levied by the FMCS shall be borne equally by the Parties.

SECTION 10. SCHEDULING OF ARBITRATION HEARING:

- a. Within thirty (30) calendar days of the date on which the selected arbitrator accepts assignment of the case, the Parties and the arbitrator will schedule a date and time for an arbitration hearing. The hearing date shall be the earliest practicable date mutually agreeable to the Parties and the arbitrator but in no case more than ninety (90) calendar days from the date the arbitration is invoked. The Parties agree to be diligent in their efforts to fulfill their scheduling obligations under this section.
- b. If the selected arbitrator cannot be available for a hearing within ninety (90) calendar days of the date arbitration was invoked, the Parties will meet as soon as possible to select another arbitrator from the original panel or, if necessary, request another panel from the FMCS. The selection process will be as specified in Section 9b of this Article.
- c. Scheduled arbitration hearings may be rescheduled by mutual consent of the Parties and the availability of the arbitrator. The Party desiring to reschedule a hearing shall be responsible for determining the arbitrator's availability. In the event of a unilateral request to reschedule, the requesting Party shall be responsible for any cancellation fee or other costs levied by the arbitrator as a result of rescheduling the hearing.

SECTION 11. PROCEEDINGS ARBITRATOR'S AUTHORITY, AWARDS:

- a. The Parties are required to exercise due diligence in all matters to prepare for the subject proceedings. This includes the effort to identify evidence and witnesses to be presented at the hearing. No later than fourteen (14) calendar days in advance of the arbitration hearing, the Parties will exchange witness lists and will inform the other Party as to whom the representative(s) will be. These lists may not be amended except in the event of unforeseen circumstances such as the sudden unavailability of a witness or the identification of other witnesses found to have additional information. This does not preclude the calling of rebuttal witnesses or witnesses excluded in good faith. The Party adding a witness or witnesses to the list due to the discovery of additional information will expeditiously notify the other representative(s) of the addition(s) or risk a ruling by the arbitrator that the witness may be excluded from participating in the hearing.
- b. By mutual consent, the Parties may arrange for a pre-hearing conference with or without the arbitrator to consider a possible settlement and/or means of expediting the hearing.
- c. Within thirty (30) calendar days after notification of the arbitrator's acceptance of the case, the Parties should attempt to agree upon a joint submission of the issue(s) to be arbitrated (joint stipulation of the facts). However, if they cannot agree upon a joint submission, each Party shall separately submit its issue(s) and serve a copy of its submission on the other Party. In no event shall the issue(s) before the arbitrator differ materially from the issue(s) stated and ruled

upon in the grievance process. The arbitrator shall decide the issue(s) to be heard and shall render such decision not later than fifteen (15) days before the scheduled date of the hearing.

d. The arbitrator shall have the authority to make all arbitrability determinations consistent with applicable government wide laws, rules and regulations. By mutual consent, questions of arbitrability can be submitted to the arbitrator by means of a pre- hearing brief; and when the arbitrability is sufficiently clear, the arbitrator shall render an arbitrability decision prior to a hearing. If, however, the arbitrator is unable to make an arbitrability decision based on pre-hearing briefs, the arbitrator shall hear and consider arguments regarding both the arbitrability and merits of the case at the scheduled hearing. The Party submitting a pre-hearing brief will timely serve a copy of the brief on the other Party.

e. The arbitration hearing shall be held at Fort Detrick during core work hours of the basic work week. The arbitrator shall assure the hearing is conducted fairly and all relevant information is presented. Arbitrations will be limited to one (1) day unless the complexity of the case would indicate more than one (1) day would be required.

f. The grievant(s), the Employee Union representative(s), and the scheduled Employee witness(es) shall be considered to be on official time to participate in an arbitration hearing. As necessary, the duty hours of participating Employees will be changed to meet the needs of the arbitration hearing. In any and all cases, the Employee will not be authorized Overtime or Comp Time.

g. Each Party will be allowed to submit post hearing briefs. Briefs will be submitted within thirty (30) calendar days of the close of the hearing; however, either Party may submit a motion for an extension for filing post-hearing briefs for cause.

h. The arbitrator shall have jurisdiction over a hearing and shall be empowered to fashion an appropriate remedy consistent with the terms of this Agreement and in accordance with applicable government wide laws, rules and regulations to include the awarding of back pay and attorney fees in accordance with 5 U.S.C. 5596. Each Party shall have the right to argue before the arbitrator its views on what an appropriate remedy should be. The arbitrator shall not have the authority to modify, alter, or amend any provision of this Agreement and shall limit all findings to the issue(s) considered in the hearing. The decision rendered by an arbitrator shall contain a finding of fact.

i. The arbitrator shall be required to render a decision as quickly as possible but not later than thirty (30) calendar days after the closing of the record unless the Parties mutually agree to extend the time limit. The arbitrator shall retain jurisdiction over the case and any dispute over

the application of an award including any award remanded by the FLRA shall be returned to the arbitrator for settlement.

j. The arbitrator shall be required to render a decision as quickly as possible but not later than thirty (30) calendar days after the closing of the record unless the Parties mutually agree to extend the time limit. The arbitrator shall retain jurisdiction over the case and any dispute over the application of an award including any award remanded by the FLRA shall be returned to the arbitrator for settlement.

SECTION 12. EXPENSES:

The arbitrator's fee and expenses and the expenses of any mutually agreed upon services in connection with the arbitration hearing including the cost of a recorder and transcript shall be borne equally by both Parties. Absent mutual agreement, either Party may request a transcript but the requesting Party shall bear all costs incurred in the preparation of the transcript.

SECTION 13. CANCELLATION:

Any cancellation fee or other costs levied by an arbitrator as a result of a withdrawal from arbitration shall be borne by the Party withdrawing from arbitration unless the withdrawal is by mutual decision of the Parties or by virtue of a written agreement or settlement in which case any fee or costs shall be borne equally by the Parties or as otherwise specified by the agreement or settlement.

SECTION 14. EXTENSIONS:

All stated time limits in this section may be extended by mutual consent.

ARTICLE 27 POSITION CLASSIFICATION

SECTION 1. CLASSIFICATION OF POSITIONS:

The Parties agree position descriptions will be kept current and accurate and will be classified properly. Employees shall be compensated for duties performed on a regular and recurring basis. Temporary variations from the official position description may occur on an exception basis. Changes to a position will be incorporated in the position description to assure the position is correctly classified as to the proper title, series, and grade. Incidental changes as requested by management may be made in the form of pen and ink notations on the position description. It is further understood the guidelines contained in the Office of Personnel Management (OPM) job series guides will be used to the greatest extent practicable to develop position descriptions. It is also understood any duties outside of those guides will be fully documented on the position description and any duties that develop for the position will be fully documented. Position descriptions needing to be updated/changed will be initiated by the Employer within thirty (30) calendar days of the discovery of the discrepancy/inaccuracy.

SECTION 2. COMPENSATION DETERMINATIONS – EQUAL PAY:

The Employer and the Union agree the principle of equal pay for substantially equal work will be applied to all position classification actions relative to the grade.

SECTION 3. POSITION DESCRIPTION:

- a. The Employer will maintain a complete and up-to-date file of position descriptions of all classified positions in the bargaining unit and will provide each Employee with a copy of his/her position description.

- b. When an Employee believes significant changes have occurred in his/her regularly assigned responsibilities and regularly performed duties or if the Employee believes his/her position is classified at a lower grade than warranted by his/her assigned duties, the Employee will first discuss the situation with his/her supervisor. If the supervisor cannot resolve the Employee's concerns to the Employee's satisfaction or within a reasonable period of time, the Employee may request the supervisor arrange for an appropriate Personnel/Classification Specialist to provide further information to the Employee.

- c. When the Personnel/Classification Specialist provides the analysis to the Employer, the Employee will be afforded an opportunity to discuss the results and analysis of the position review with his/her supervisor and Union representative if so desired. Upon completion of the position review, a copy of the said review will be provided to the Employee within a reasonable amount of time.

SECTION 4. APPEAL PROCESS:

If the Employee remains dissatisfied after completing the process described in Section 3 of this Article, he/she may file a statutory classification appeal at any time in accordance with applicable government wide laws, rules and regulations. Upon request, the Employee will be given copies of the filing instructions and the applicable government wide laws, rules and regulations.

SECTION 5. UNION INVOLVEMENT:

The Employer shall provide the following to the Union prior to any discussion with Employees:

- a. Any changes in the titles, series, or grade of encumbered positions resulting from the application of changes in classification standards; and

- b. Any changes in the duties and responsibilities of unit Employees (as it pertains to position classification) resulting from reorganizations and/or mission changes;

- c. If appropriate, the Parties will bargain over the changes in accordance with Article 5 of this Agreement; and

- d. The Employer will notify the Employee no less than two (2) pay periods prior to the effective date of any downgrade covered by this Article. The Employee may request official time for Union representation.

SECTION 6. EFFECTIVE DATE:

Changes in grade level based on reclassification will be the first (1st) full pay period following the effective date indicated on the Notification of Personnel Action (SF 50).

ARTICLE 28 PROBATIONARY EMPLOYEES

SECTION 1. GENERAL:

All probationary Employees of the bargaining unit shall be covered by the terms of this Agreement to the extent consistent with applicable government wide laws, rules and regulations.

SECTION 2. PROBATIONARY EMPLOYEES:

- a. The Employer agrees to provide probationary Employees with the opportunity to develop and to demonstrate their proficiency.

- b. Probationary Employees have the right to Union consultation.

- c. The Employee and/or his/her representative shall be free to contact the first line supervisor or other management official proposing the discipline or adverse action.

- d. An Employee whose job performance or conduct is unacceptable and an initial probationary period is not completed may be separated in accordance with appropriate government wide laws, rules or regulations governing the separation of probationers.

ARTICLE 29 MERIT PROMOTION

SECTION 1. MERIT PROMOTION OVERVIEW:

This Article sets forth the merit promotion system policies and procedures applicable to bargaining unit positions within the Directorate. The Parties agree the purpose and intent of the provisions contained herein are to ensure merit promotion principles are based solely on job-related criteria and are applied in a consistent, non-discriminatory manner with equity for all Employees in regards to age, sex, race, color, religion, political, labor organization affiliation or non-affiliation, marital status, national origin, or handicapped status.

SECTION 2. METHODS OF SELECTION:

Other than filling positions by merit promotion, the Directorate can use other methods exclusively or concurrently such as selections from OPM registers, delegated examining authority, the Reemployment Priority List (RPL), or DoD Stopper Lists, selections of non-competitive candidates, and appointments made under VRA, Schedule A.

SECTION 3. MERIT STAFFING PROCEDURES:

Competitive procedures will be used to accomplish the following placement actions:

- a. Any selection for promotion unless excluded by Section 4 of this Article.

- b. Any selection to a position involving specialized experience the Employee does not already possess and is required for subsequent promotion to a designated higher- graded position and/or a position with known promotion potential.
- c. Reassignment, transfer, or demotion to a position with known promotion potential or special experience required for a higher-graded position than the Employee's current position or a position previously held on a permanent basis in the competitive service (except as permitted under reduction-in-force regulations).
- d. Any selection for training which is part of an authorized training agreement or part of a promotion program or required by regulation before an Employee may be considered for promotion.
- e. Transfer of a federal Employee or reinstatement of a former federal Employee to a position at a higher grade or with more promotion potential than any position previously held on a permanent basis in the competitive service.
- f. Selection from the priority list for a position at a higher grade than the position from which an Employee was separated.
- g. Temporary promotion of more than sixty (60) calendar days (prior service under all temporary promotions and details to higher graded positions during the previous twelve (12) months counts towards the one hundred twenty (120) day limitation).

SECTION 4. EXCEPTIONS TO MERIT STAFFING PROCEDURES:

The following placement actions may be taken on non-competitive basis unless otherwise provided:

- a. Promotion of the incumbent of a position reclassified at a higher grade due to the accretion of duties and responsibilities and not because of a planned management action. The Employee must have performed the higher level duties for at least six (6) months and shall continue to perform the same basic functions, and the Employee's position must be absorbed administratively into the new position.
- b. Promotion of an incumbent or an individual entitled to reemployment rights to a position reclassified to a higher grade without significant change in duties or responsibilities either on the basis of a new classification standard or as the result of the correction of an original classification error. Upon the Employer's determination the incumbent of an upgraded position meets all the legal requirements and qualification standards for promotion to the higher grade, the Employer will act as expeditiously as possible to promote the Employee to the higher grade.

- c. Promotion of an Employee when directed by authorized authorities (i.e., judges, arbitrators, FLRA).
- d. Reinstatement, transfer, or promotion of an Employee to a grade equal to but not exceeding the highest grade previously held on a permanent basis under a career or career-conditional appointment provided the Employee was not demoted or separated from that grade because of performance deficiencies or other "just cause" reasons.
- e. Temporary promotions to a higher grade totaling sixty (60) days or less (prior service under all temporary promotions and details to higher graded positions during the previous twelve (12) months counts towards the one hundred twenty (120) day limitation) during a twelve (12) month period. If a temporary promotion was not expected to exceed sixty (60) days or less and was originally made on a noncompetitive basis, any extension beyond sixty (60) days must be made under competitive procedures except if the Employee has held the grade on a permanent basis in the past.
- f. Promotion resulting from the successful completion of a training program for which an Employee was competitively selected.
- g. A reassignment or change to a position not having known merit promotion potential.
- h. Conversion of an Employee from a temporary promotion to a permanent promotion in the same position and office provided the vacancy announcement for the temporary promotion indicated the promotion could later become permanent.
- i. A promotion without current competition of an Employee who was appointed from a competitive civil service register either by direct hire, non-competitive appointment or non-competitive conversion, or under competitive promotion procedures for an assignment intended to prepare the Employee for the position being filled (career ladder).
- j. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having known promotion potential the Employee currently holds or has held previously on a permanent basis in the competitive service or a position requiring specialized experience required for subsequent promotion to a higher-graded position or in another merit system with which OPM has an approved interchange agreement. The previously held grade must not have been lost due to the performance or conduct reasons.
- k. A position change permitted under reduction-in-force (RIF) procedures in accordance with 5 C.F.R. Part 351.

l. Selection of a candidate from a Priority Consideration List (PCL) not given proper consideration in a previous competitive promotion action. Eligibility for PCL will be provided when requested by the Union.

m. Career ladder promotion following noncompetitive conversion of a cooperative education student in accordance with 5 C.F.R. § 308.

SECTION 5. CAREER LADDERS:

a. The Parties agree career-ladder and sequential positions help to develop internal candidates to successfully perform in higher level positions and also allows for Employees to gain new knowledge and skills thereby making the staff more flexible and more able to meet the demands of the changing work environment.

The Employer agrees to ensure procedures for the administration of career ladders are consistent with published policy. Career-ladder plans must show the promotion criteria for each grade-level of the plan. As an Employee enters each grade-level of the position, he/she will be given a copy of the plan pertaining to that level.

b. A Career Ladder Plan will be established for each career ladder position. The Career Ladder Plan will outline the objective criteria for each grade level an Employee must meet in order to be promoted. A copy of the plan will be given to each Employee upon entry into the career ladder and when promoted to a new level of the career ladder. If the Career Ladder Plan is revised, the Employee will be provided a copy within thirty (30) calendar days of such review. The Employee will also be advised of the earliest date of promotion eligibility.

c. When career ladder positions are established, the Employer will provide notice to the Union.

SECTION 4. CAREER LADDER ADVANCEMENT:

An Employee selected for a career-ladder position at a higher initial grade than the position he/she is vacating shall be promoted to the higher grade effective on the date he/she is scheduled to report for duty.

a. Promotions within the career ladder position will be made in accordance with the career ladder plan but only after a determination has been made in each instance by the Employer that the Employee is ready to take on the higher level duties. Promotion will be based on the following criteria:

(1) Acceptable performance and

(2) Whether the criteria of the career ladder plan and 5 C.F.R. 335 have been met.

b. If an Employee is not meeting the criteria for promotion, the Employee will be:

(1) Notified as soon as possible or at least sixty (60) calendar days prior to the earliest date of promotion eligibility, or

(2) Made aware by the supervisor of the need to complete those requirements so he/she can meet the requirements in a timely fashion and be eligible for promotion in the case when specific training is required by the Career Ladder Plan.

c. If the Employer determines that an Employee is not ready for promotion, he/she will be notified in writing of such determination. The notification will include the tasks which must be successfully performed and the skills that must be demonstrated before the Employee can be promoted. Career-ladder promotions will be made effective as soon as possible after the decision to promote is made. Request for promotion will be submitted in advance of the expected promotion date in order to meet the requirements and obligations of the career plan.

d. If a non-probationary Employee fails to meet the promotion criteria, the Directorate may do any of the following:

(1) Provide the Employee with additional time to meet the promotion criteria.

(2) Assign the Employee duties commensurate with his/her current grade.

(3) End the Career Ladder Plan and keep the Employee at the level he/she attained within the career ladder.

(4) Assign the Employee to another position at the same grade and step as long as that position does not have any higher promotion potential than any position previously held by the Employee and the Employee qualifies for said position.

SECTION 7. UPWARD MOBILITY:

The Parties agree that the goal of upward mobility is to provide Employees the opportunity to compete for positions so as to advance and perform at their full potential.

SECTION 8. UPWARD MOBILITY PROGRAM:

In implementing upward mobility programs, the Employer will consider the following approaches that will provide for:

a. Identification of job patterns and promotional opportunities commensurate with Employee skills and potential.

- b. Lateral reassignments and bridge positions for Employees whose current jobs do not provide an opportunity for further advancement.
- c. Education and training to provide Employees the opportunity to enhance promotional qualifications through Individual Development Plans (IDPs).
- d. Staffing techniques (e.g., rotational assignments and developmental assignments).
- e. Elimination whenever possible of non-performance related impediments as promotional factors (e.g., non-disqualifying handicaps).
- f. Upward mobility objectives to be an integral consideration in affirmative action planning and will be consistent with EEO goals and objectives

SECTION 9. CONTINUING EDUCATION:

The Employer will encourage Employees to make use of established programs and training sources increasing the opportunity for them to participate in continuing education programs.

SECTION 10. REVIEW OF THE UPWARD MOBILITY PROGRAM:

The Parties mutually agree information pertaining to the Upward Mobility procedure for the Installation, if in existence at the time, will be available for review.

SECTION 11. TEMPORARY PROMOTION:

When an Employee is temporarily promoted to a classified higher graded position expected to exceed thirty (30) calendar days, the temporary promotion is effective the first day of the assignment.

SECTION 12. AREAS OF CONSIDERATION (AOC):

The Employer shall determine the AOC for the filling of bargaining unit positions and may choose to broaden the initial search for candidates beyond the minimum area. The AOC must be sufficiently broad to ensure the availability of a reasonable number of high quality candidates taking into account the nature and level of the position to be filled, merit principles, EEO objectives, applicable government wide regulations, and any applicable provisions of this Agreement. The Employer may also expand the AOC at any time it determines the number of high quality candidates to be insufficient.

SECTION 13. EMPLOYEE INFORMATION:

- a. Union access to merit promotion records (promotion packages) shall be limited to those instances in which it has been asked to represent an Employee who has filed a formal complaint (i.e., grievance, EEO complaint, ULP) concerning a completed placement action covered by the provisions of this Article. The Union is entitled to such information as may be required to effectively carry out its representational duties in such instances. The request and release of such information shall be in accordance with the applicable provisions of law; i.e., 5 U.S.C. 71 14.

All candidates will have equal access to information on merit promotion processes and procedures.

b. In regard to a specific vacancy for which an applicant filed, applicants are entitled to the following information as it becomes available during the promotion process:

(1) Whether minimum qualification requirements were met.

(2) Whether an applicant was in the group from which a selection was made.

(3) Name(s) of those selected

SECTION 14. VACANCY ANNOUNCEMENTS:

a. The Employer shall provide listings of all current Directorate advertised vacancies via the email system. Copies of those vacancy announcements will be maintained in the Directorate HR office and will be available to Employees upon request.

b. Announcements will be open for at least seven (7) work days.

c. The Employer has the right to cancel any vacancy announcement at any time. However, such cancellations will not be used to compromise merit promotion principles.

SECTION 15. REQUIRED AND DESIRED SKILLS:

a. A required and desired skill is defined by the selecting official as a job-related characteristic that is to be used in assessing a candidate's qualifications for promotional purposes. Relevant required and desired skills will be developed for each vacancy to be announced.

b. The Parties agree required and desired skills developed for all current and future unit positions and changes and modifications thereto will be fair, job related, applied equitably and uniformly, and established in accordance with government wide laws, rules and regulations and this Agreement.

SECTION 16. EMPLOYEE APPLICATIONS:

a. Consideration. To be considered for a post vacancy, an Employee must file the appropriate application materials in accordance with the individual vacancy announcement.

b. Filing Time Limits. Employees who are absent or on approved leave during the posting period will be responsible to identify by accessing the appropriate job listing website(s) and to respond to vacancy announcements during their absence prior to the closing period.

SECTION 17. PRIORITY CONSIDERATION:

For the purpose of this Article, a priority consideration is the bona fide consideration for noncompetitive selection given to an Employee as the result of not receiving proper consideration for a selection because of procedural, regulatory, or program error. It is understood priority consideration is also given to Employees as a result of court/authority decision and settlement agreements between the Union and Directorate and to personnel who are on retained grade/pay and are entitled to consideration and priority placement program.

SECTION 18. CERTIFICATION AND SELECTION PROCEDURES:

The personnel list will certify to the selecting official those applicants identified as best qualified and will advise the selecting official of any special procedures to be followed. A separate certificate will be issued at the same time for any noncompetitive eligible applicants except as otherwise specified in accordance with government wide laws, rules and regulations.

ARTICLE 30 DETAILS, VOLUNTARY CHANGES< AND REASSIGNMENTS

SECTION 1. PURPOSE AND POLICY:

A detail is the temporary assignment of an Employee for a specified period of time to perform duties not covered by the Employee's official position description and when necessary services cannot be obtained by other desirable or practicable means. Details may be used to meet temporary work requirements as determined by the Employer. The Employer is responsible for keeping details within the shortest practicable time limits and for assuring details do not compromise the open competitive principles of the merit system. The Employee will return to his/her regular duties at the end of the detail.

SECTION 2. REASONS FOR DETAILS:

Circumstances for which details may be utilized include but are not limited to the following:

- a. Periods of abnormal workloads.
- b. Changes in mission or organization.
- c. Unanticipated absences.
- d. Pending description and classification of new positions.
- e. Pending security clearance determinations.

SECTION 3. ASSIGNMENTS:

Details may be made to classified position of the same or higher grades or to unclassified duties. A classified position description is one that has been approved by the appropriate supervisor and evaluated as to title, series, and grade by the appropriate classification authority.

a. Details of more than thirty (30) calendar days will be documented by a Request for Personnel Action (Standard Form 52), an emailed copy of this Sf50, or a memo will be maintained as a permanent record in the Employee's Personnel File maintained by the Employer. A copy of the documentation shall be provided in a timely manner to the Employee.

b. Any Employee detailed to a classified position shall be given a position description. Any Employee detailed to an unclassified position will be given a written statement of duties if such assignment is for more than thirty (30) calendar days.

SECTION 4. HIGHER GRADED DUTIES:

Employees may be non-competitively detailed to higher graded positions or positions with known promotion potential for sixty (60) days or less. When an Employee is formally detailed to a classified position of higher grade, the Employer agrees to process the action as a temporary promotion in accordance with Article 29, Merit Promotion of this Agreement.

SECTION 5. DETAIL LIMITS:

Details may be made initially in writing for up to one hundred twenty (120) days and extended thereafter by the Employer in accordance with government wide laws, rules and regulations. The Employer agrees, if possible, to limit the total duration of details to twelve (12) months.

SECTION 6. FILLING NONCOMPETITIVE DETAILS:

a. Noncompetitive details in excess of thirty (30) days. The following shall apply when offering noncompetitive details in excess of thirty (30) days to both classified and unclassified positions.

(1) The Employer will list the qualifications and performance attributes (e.g. relevant experience, knowledge, skills, and training) determined to be necessary to perform the detail. Qualifications and performance attributes will be objective and job-related.

(2) The Employer will list the Employees who possess the factors in Section 6a (1) of this Article.

(3) The Employer will canvass the Employees in Section 6a (2) of this Article to determine if anyone wishes to be detailed. If the same number of Employees volunteer as vacancies exists, these Employees shall be selected.

(4) If more Employees volunteer than vacancies exist, the Employer will select from the volunteers. Seniority will be the selection criterion used unless unusual circumstances require some other bona fide factor.

(5) If there are no volunteers, then the least senior Employee(s) in Section 6a (2) of this Article will be selected.

(6) If there are fewer volunteers than vacancies, then the volunteers will be selected and additional persons will be selected as in Section 6a (5) of this Article.

(7) Seniority will be based on an Employee's Service Computation Date (SCD).

(8) The area of Employees to be considered will be within the component of similar grade and occupation. The component is understood to start at the lowest organizational level and progressing to division and finally to bargaining unit wide until the vacancy is filled.

b. Exceptions. The procedures in Section 6a of this Article shall apply except in the following circumstances:

(1) When the Employer can demonstrate the position to which an Employee must be detailed requires unique skills and abilities which are not possessed by any other qualified Employee.

(2) When the Employer must make a detail to respond to an unusual, sudden, and unforeseen situation of an urgent nature. After the initial detail, however, the Employer will fill the detail under the provisions of Section 6a of this Article.

(3) When a bona fide medical or operational emergency requires or precludes the detail of a particular Employee.

(4) When the Employer makes a detail to accommodate a substantiated medical or health problem.

SECTION 7. REASSIGNMENTS:

For the purposes of this Article, a reassignment is defined as any permanent change of an Employee from one position to another within the Directorate without gain or loss of pay. When an Employee is reassigned to a different position, the Employee will be given a reasonable period in which to become proficient. If he/she cannot attain acceptable performance, serious consideration will be given to reassign the Employee back to the previous position, if available, or a new position at the same grade level.

SECTION 8. VOLUNTARY REASSIGNMENTS:

Any Employee seeking voluntary reassignment shall be entitled to prompt and fair consideration of his/her request within the constraints of the Merit Promotion System (MPS).

SECTION 9. VOLUNTARY DEMOTION/DOWN GRADES:

Prior to acting on an Employee's request for a voluntary reduction in grade, the Employer will assure that:

- a. The Employee has been fully apprised about the effects of such an action and
- b. The Employee has been given an explanation of all other alternatives relevant to the particular case.

SECTION 10. ASSIGNMENT OF DUTIES FOR MEDICAL REASONS:

Upon request, the Employer will make every reasonable effort to assign limited duties to an Employee who is temporarily unable to perform the full range of his/her assigned duties because of medical reasons. The Employer will require sufficient medical documentation in support of the request.

SECTION 11. UNION OFFICIALS:

The Employer will make a reasonable effort to avoid placing Union officials on details preventing them from performing their representational functions. The Employer agrees to notify the Union prior to placing Union Officials on details away from their official duty stations.

ARTICLE 31 EMPLOYEE TRAINING

SECTION 1. GENERAL:

- a. The Employer and the Union agree the training and development of Employees is of critical importance in fulfilling the Employer's mission. In recognition of this and when feasible such as but not limited to budget, availability, time constraints, necessity of the training, Employee input and the IDP, the Employer will provide training and career development opportunities to Employees of the bargaining unit. The Employer is determined to ensure all Employees receive the training necessary for the performance of the Employee's major duties of the official position description.
- b. The individual should continually strive for his/her own improvement. This can be accomplished by keeping abreast of developments in one's field of endeavor and being alert to one's own training needs. Exceptions to Employer determination of training needs are mandated training programs.

SECTION 2. NONDISCRIMINATION:

The Parties agree nomination and/or selection of Employee to participate in training and career development programs and courses shall be

- (1) Nondiscriminatory; and
- (2) Made without regard to sex, race, religion, age, marital status, ethnic group, handicap, and Union membership or activity; and
- (3) In accordance with Equal Employment Opportunity (EEO) guidelines; and
- (4) Consistent with other applicable government wide laws, rules and regulations.

SECTION 3. OPPORTUNITIES:

- a. The Parties agree to make available to Employees any information concerning training resources and opportunities they may receive. The information will be placed on bulletin boards or disseminated by other means to include electronic means normally used to convey information to Employees. Supervisors will at least annually remind Employees of the availability of Government sponsored training programs, the general scope of training, the criteria for approval of training, and the nomination procedures. This information can be used in an Employee Individual Development Plan (IDP) as outlined in Section 5 of this Article.
- b. Training nominations and/or approval will be based on the potential use of the training in the Employee's current position, any existing current or applicable IDP and other criteria as established by applicable government wide laws, rules and regulations. Nominating and approving officials will apply such criteria equitably.
- c. The Employer agrees to advise individual Employees upon their request of currently available Government sponsored training courses so as to provide the Employee the opportunity to express timely interest.
- d. When an Employee is nominated for training, a copy of the Employee's IDP, if one exists and is either current or applicable for the Employee's current position held, will be attached to the nomination and will be considered in the process. An Employee will be notified of the approval or disapproval of his/her nomination and the reason for disapproval. To the extent feasible, an Employee will be notified of the approval or disapproval prior to the starting date of the training. Should an Employee's nomination for training be disapproved for lack of resources, the Employee may be re-nominated as funds later become available and the nomination will again be given consideration.
- e. The Employer shall coordinate with local educational institutions and other training sources opportunities for Employees to participate in long-term educational programs.

SECTION 4. TRAINING EXPENSES:

- a. Recognizing that Employees are responsible for applying reasonable effort, time, and initiative toward increasing their potential value through self-development activities, the Parties agree to encourage Employees to take advantage of available training and educational opportunities. When training is approved, the Employer will pay costs of tuition and required textbooks and other expenses as appropriate and shall pay travel costs subject to travel regulations and fiscal considerations. If travel funds are not authorized and the training would otherwise be approved, the Employee will be notified of the option of attending the training without travel reimbursement. Duty time will be approved for training unless the training is deferred or canceled when it is scheduled during the Employee's regularly scheduled tour of

duty. Reimbursement will be subject to the Employer's budgetary limitations and prioritization of needs as determined by the Employer.

b. An Employee failing to complete a non-Government training course at Government expense or not receiving a satisfactory grade in accordance with the standards of the institution attended may be required to reimburse the Government for the costs associated with the training. However, if the failure to complete the course or receive a satisfactory grade is related to mandatory overtime or a change in work schedule which prevented the Employee from attending classes regularly, the Employee will not be required to reimburse the Government. Further, if an Employee fails to complete a non-Government training course through no fault of the Employee, the Employer will waive the requirement to reimburse the Government. If required by the Employer and in accordance with 5 C.F.R. 410, any Employee receiving non-Government training at Government expense must agree to remain in Government service for a period of time equal to at least three (3) times the length of the training.

c. All Employees nominated for non-Government training must sign the reverse side of the training form DD 1556, Request, Authorization, Agreement, Certification of Training and Reimbursement, in advance of the training indicating he/she is aware of and understands the requirements as stated in Section 4 paragraphs a and b of this Article. Signature will constitute the Employee's written notification of the above requirements.

SECTION 5. INDIVIDUAL DEVELOPMENT PLANS:

a. The Employer shall encourage career development by providing individual Employees the opportunity to develop an IDP.

b. The Employer will assist Employees to prepare IDPs to include guidance on the relation of organizational needs to individual career goals.

c. The Employer shall at least annually inform Employees of the purpose and means of developing an IDP. The IDP is used to plan activities to accomplish learning objectives. Such learning activities include courses, self-study, on-the-job training, and developmental work assignments. Employees whose IDPs are not approved due to lack of funding will receive first priority for training when funding becomes available.

SECTION 6. CAREER DEVELOPMENT PROGRAMS:

a. The Parties agree that career development programs are important and should provide:

(1) Opportunities to learn from temporary developmental assignments.

(2) On-the-job training to increase knowledge and ability.

(3) College courses and other developmental opportunities for Employees in clerical, technical, and other appropriate positions.

b. The Parties shall jointly develop the criteria for participation in the career development programs and the details for implementation.

c. The Employer will publicize all career development programs when notified of their availability. Announcements will contain adequate specific application instructions.

d. As resources permit, the Employer shall coordinate with educational institutions and other training sources to develop opportunities for Employees to participate in long term, career enhancing, non-degree, educational programs.

e. When participating in approved educational programs, the Employer understands the use of Employer resources such as PCs at appropriate times is necessary and will be approved.

SECTION 7:

The Parties agree there may be reorganization, re-engineering, technological changes, RIFS, or other major actions which could have an impact on the job security. Recognizing this, the Employer will provide training consistent with budget and staffing restrictions allowing Employees to qualify for existing or projected vacancies. The Employer shall provide training to all Employees whose positions are abolished or significantly re-engineered as a direct result of organizational restructuring, work elimination, a Commercial Activities (CA) Study, introduction of new duties, transfer of work, or implementation of new technology before expecting Employees to perform new or greatly altered duties.

SECTION 8:

Nothing in this Article is intended to interfere with applicable merit promotion requirements.

SECTION 9. MISCELLANEOUS:

a. The Parties recognize there may be significant differences in the effectiveness of various training methods. Face-to-face training classes will be the preferred training method for long term training.

b. Employees required to backfill vacancies for which they are not trained in the handling of the vacancies new tasks will be trained as appropriate.

ARTICLE 32 TRAVEL

SECTION 1. TRAVEL PLANNING:

- a. The Employer and Union agree Employees are entitled to time away from their duties and that Employees have family and personal responsibilities. To the maximum extent practicable, the Employer agrees time spent in a travel status away from an Employee's official duty station shall be scheduled within the normal working hours of the Employee. When it is necessary for an Employee to travel during non-duty hours and such travel is performed under conditions constituting hours of work as defined by applicable statute, the Employee will be paid overtime at premium rates or will receive compensatory time as appropriate. The type and amount of compensation for travel during non-duty hours will be determined in accordance with applicable statute and the Employee's status as exempt or nonexempt from the Fair Labor Standards Act (FLSA). Required travel of the Employee on weekends and holidays will be fully justified with a logical justification in writing to the Employee. The exception to this requirement will be the travel of the Employee to training and schools having a starting date of Monday.

- b. A bargaining unit Employee will not be required to use his/her privately-owned vehicle (POV) for official travel. When an Employee elects to use a POV instead of an available government furnished vehicle (GFV), mileage will be paid at the rate established by the General Services Administration (GSA). The use of a privately owned vehicle shall be approved prior to travel and shall be in accordance with Joint Travel Regulation (JTR).

- c. Reasonable periods of time spent by a traveling Employee during regular duty hours to refuel or to make emergency repairs to vehicles used to conduct government business will be considered duty time.

- d. In situations where an Employee is required to pick-up or return a GFV in conjunction with official travel, the Employer will schedule the pick-up or return so it may be accomplished during the Employee's normal duty hours.

- e. The Employer will not require Employees to drive or ride in vehicles failing to meet generally accepted safety standards. When an Employee believes he/she has been assigned a GFV not functioning or equipped properly, the Employee shall refer the matter to his/her supervisor for appropriate action.

- f. The Employer recognizes some travel assignments present a threat to the personal safety of Employees. When an Employee or the Union brings such circumstances to the attention of the supervisor, appropriate measures will be taken to assure the safety of the Employee. The Parties agree to jointly review protective procedures from time to time to assure that Employees receive maximum feasible protection from such dangers.

g. An Employee on a long-term assignment (three (3) weeks or more) may be authorized at Government expense occasional return trips to his/her permanent duty station on non-work days. Approval for such return trips is at the administrative discretion of the authorizing official and may be authorized in accordance with published Joint Travel Regulations (JTR).

h. The Employer will normally notify the Employee of TDY requirements a minimum of fifteen (15) working days prior to departure day.

i. The Parties agree a Management/Union negotiation will be used to address and, if possible, resolve issues involving official travel.

SECTION 2. TRAVEL AND EXPENSES FOR UNITED RELATED ACTIVITIES:

a. Bargaining. If the Employer chooses to bargain at a site other than the DOIM at Fort Detrick, Maryland, travel expenses and per diem shall be paid consistent with government wide travel regulations for Union negotiators if such representatives are Employees of the Directorate.

b. Other Directorate-Union Activities. Travel expenses and per diem shall be paid for the following Directorate-Union activities:

(1) Attendance at meetings initiated by the Employer concerning personnel policies, practices, other general conditions of employment, or any other matter covered by 5 U.S.C. 7114 (a)(2)(A) and (B).

(2) Travel in connection with statutory (e.g., MSPB, EEOC, etc.) appeal procedures in which the Union is designated as the representative.

(3) Attendance at meetings of joint committees in which Union representatives are recognized members.

(4) Attendance at the recognized events or joint training to which the Union has been invited by the Directorate.

(5) Attendance of the Health and Safety Union Representative at required meetings and inspections.

(6) Attendance at meetings for the purpose of presenting reconsideration replies in connection with denial of within-grade-increases (WGI).

(7) Attendance at meetings with the Employer and FLRA to discuss or present unfair labor practice charges or Unit clarification petitions.

(8) Time in connection with midterm bargaining.

SECTION 3. OFFICIAL TRAVEL REGULATIONS:

All payments and/or reimbursements for expenses associated with official travel including per diem rates and reimbursement for the use of privately owned vehicles shall be made in accordance with Joint Travel Regulations (JTR) and any other government wide laws, rules and regulations. Should official travel regulations conflict with Federal Law, Federal Laws shall prevail. A copy of the current official travel regulations conflict with Federal Law, Federal Laws shall prevail. A copy of the current official travel regulations shall be made available to each Employee requesting to review them.

ARTICLE 33 COMMERCIAL ACTIVITIES (CA) STUDY

SECTION 1. GENERAL:

The Employer retains the right to make determinations with respect to the contracting out/contracting in of bargaining unit work consistent with OMB Circular A-76 and the provisions of Federal Acquisition Regulation (FAR) 48 C.F.R. The Employer will follow the principles outlined in this Article when making decisions on contracting out/contacting in work.

- a. When the Employer is made aware the duties and responsibilities assigned to and being performed by bargaining unit Employees may be contracted out, the Union will be notified as soon as specific information is available, but no later than thirty (30) calendar days, on the duties and responsibilities to be contracted out and the Employees who may be affected.
- b. The Employer agrees to consider any timely written input from the Union prior to completion of the Most Efficient Organization (MEO) after a proposal and/or decision has been made by the Employer as to how work and materials could be reorganized in a more efficient manner by bargaining unit Employees.

SECTION 2. NOTIFICATION AND NEGOTIATION OF MANDATORY SUBJECT:

- a. Once a decision has been made to compete job functions or to conduct a direct conversion of position from the federal sector to the private sector, the Employer will notify the Union, consistent with OMB Circular A-76 and applicable government wide laws, rules and those regulations in accordance with DoD.
- b. Following the decision to directly convert positions/or compete job functions through the A-76 process, the Union will be notified and may at its discretion negotiate mandatory subjects consistent with 5 U.S.C. 71 06. Nothing in this Agreement shall be construed as a waiver of any Union right to negotiate this issue.
- c. When a CA Study is conducted, the Union may participate as a full partner in accordance with government wide laws, rules, and regulations.

SECTION 3. ADVERSE IMPACT:

To the extent deemed practical, the Employer agrees to seek ways to minimize the adverse effects on Employee of decision to contract out bargaining unit work. Employees adversely affected by contracting out decisions will be afforded placement rights and retraining in accordance with applicable laws, government wide rules and regulations, and procedures including provisions of this Agreement governing reduction-in-force actions. These Employees will also be notified of:

- a. The reason(s) for contracting out;
- b. How they will be affected;
- c. Any efforts to minimize the adverse effects on them; and
- d. The rights and benefits available to them.

SECTION 4. BIDDER WALK THROUGH:

The Employer will provide an opportunity for a Union representative to be present during the walk through by a potential bidder's review of the DOIM functions. The Union will act solely in the capacity as an observer.

SECTION 5. MISCELLANEOUS:

- a. The Employer will exert maximum effort to find suitable employment for any displaced Employees affected by contracting out decisions per this Agreement.
- b. The Union may appeal the cost comparison decision in accordance with both the procedures set forth in any applicable government wide laws, rules and regulations as well as OMB Circular A-76.
- c. If streamlining adversely impacts bargaining unit Employees, the Union and the Employer will negotiate at the Union's option in accordance with the applicable article per said impact and implementation (I&I).

ARTICLE 34 REDUCTION IN FORCE (RIF) AND TRANSFER OF FUNCTIONS

SECTION 1. PURPOSE:

- a. This Article establishes and describes the procedures the Employer will follow in the event of a reduction-in-force (RIF) or transfer of function as defined in this Article. Additional procedures not defined in this Article may be utilized consistent with existing government wide laws, rules, and regulations. This Article is also intended to protect the interests of Employees while allowing the Employer to exercise its rights and duties in carrying out the mission of the Directorate.

b. The Parties agree a RIF or a transfer of function may seriously and adversely affect bargaining unit Employees. In the event of either of these occurrences, the Employer will notify the Union and will fulfill its obligation to bargain consistent with 5 U.S.C. 71.

c. The Employer agrees the application of this Article and the government wide laws, rules, and regulations relating to any matter in this Article shall be fair and non-discriminatory.

SECTION 2. DEFINITION:

For purposes of this Article, the following terms and expressions shall have the following meanings:

a. Reduction-in-Force (RIF). Release of an Employee from his/her competitive level by separation, demotion, or reassignment requiring displacement when (1) such a release is required because of a lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment or restoration rights or the reclassification of an Employee's position due to an erosion of duties (2) such an action will take effect after the Employer has formerly announced a RIF in the Employee's competitive area.

b. Transfer of Function. The transfer of the performance of a continuing function from one (1) competitive area to one (1) or more other competitive areas except (1) when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected or the movement of the competitive area(s); or (2) the competitive area(s) in which the function is performed is moved to another commuting area.

c. Competitive Level. A competitive level of a RIF consists of all jobs in a competitive area that are so similar in all important aspects that the Employer can readily move an Employee from one (1) competitive area to another without significant training and without loss of productivity or undue interruption.

d. Undue Interruption. A degree of interruption preventing the completion of required work within the allowable limits of time and quality. The limits for the purpose of this Agreement shall be ninety (90) days.

SECTION 3. GRADE LEVEL RETENTION:

All Employees in the bargaining unit are entitled to retain his/her grade-level for two (2) years when through no fault of the Employee's the Employee is placed in a lower grade-level position because of a reclassification action or the application of RIF procedures provided the following criteria are met:

a. Reclassification. If an Employee's position is reclassified to a lower grade-level, the position must have been classified at the higher grade-level for at least one (1) year immediately preceding this action.

b. Reduction in Force (RIF). If an Employee is placed in a lower grade-level position through application of reduction-in-force (RIF) procedures, the Employee must have been at a higher grade-level for fifty-two (52) consecutive weeks preceding placement.

c. Ineligibility for Grade Retention. Employees who were demoted for personal cause or at the Employee's request or declined a reasonable offer of a position as defined in 5 C.F.R. 536, Subpart B, are not entitled to grade retention for two (2) years.

SECTION 4. FREEZING OF VACANCIES:

When the Directorate decides to fill a vacant unit position after the issuance of a specific notice (no later than sixty (60) days prior to the effective date of the RIF), the following procedures will be utilized:

a. Employees who have been notified they will be demoted or removed by the RIF will be offered the vacancy provided the Employee is qualified or has been given a waiver of qualifications for the intended position.

b. Employee entitlement to this special consideration shall be determined in accordance with this Agreement and applicable government wide laws, rules, and regulations.

SECTION 5. UNION NOTIFICATION:

a. Prior to affecting any of the covered actions under this Article, the Employer shall timely inform the Union.

b. If possible, the Union will be notified at least sixty (60) calendar days but not less than thirty (30) calendar days in advance of the Employees. Formal written notification shall be given to the appropriate Union representative.

c. The Employer will provide the Union specific information concerning the matter to include:

(1) The reasons for the action, and

(2) The approximate number of positions by job classification and grade affected,
and

(3) The approximate date of the action.

d. Pursuant to 5 U.S.C. § 7114, the Employer prior to bargaining will provide the Union with any requested information normally maintained by the Employer and is reasonably available and necessary for bargaining.

e. Prior to any briefing or bargaining, the Employer agrees to provide the Union with a document listing race, national origin, gender, disability status, and age of all Employees targeted by the RIF.

SECTION 6. EMPLOYEE INFORMATION:

The Employer shall provide complete information needed by Employees to understand the action and why it was affected. At a minimum, the Employer shall:

- a. Inform all Employees as soon as possible of the plans or requirements for the action in accordance with applicable government wide laws, rules, and regulations and this Agreement.
- b. Inform all Employees of the extent of the affected competitive area, the regulations governing such action, and the kinds of assistance provided to the affected Employees.
- c. Maintain and publicize a list of vacancies Directorate-wide as well as Garrison- wide and maintain a copy of the government wide job bulletins such as Federal Jobs or Federal Research Service.
- d. Conduct a placement program in reference to Section 5c of this Article to minimize the adverse impact on Employees who are affected by the RIF. The placement programs will include counseling for Employees by qualified management personnel on opportunities and alternatives available to affected Employees.

SECTION 7. EMPLOYEE NOTIFICATION:

- a. In the situation of a RIF, affected Employees who are identified for transfer of function, separation, or change to lower grade by actions stated in this Article shall be given a specific notice of sixty (60) calendar days prior to the effective date of the action. All such notices shall contain the information required by the Office of Personnel Management (OPM) in addition to the information required by this Article.
- b. An Employee is entitled in accordance with 5 C.F.R. 351.805 to a new notice period of sixty (60) calendar days if the Employer decides to take a more severe RIF action with respect to that Employee than specified in the original notice. A new notice is not required when the Employer takes a lesser action than specified in the original notice.

SECTION 8. PERSONNEL FILES:

- a. Union Review. The Union may review any bargaining unit Employee's Official Personnel Folder (OPF) per the Employee's written request if the Employee believes the information used to place him/her on the retention register is inaccurate or incomplete.

b. Time Period for Updating OPF Information. The Employer will provide a one- time, thirty (30) day period for Employees and/or the Employer to update the information in the OPF prior to issuance of a specific notice.

SECTION 9. CONTENT OF NOTICES:

a. Specific Notice Information. The specific notice shall include, at a minimum, the following information:

- (1) The specific action to be taken.
- (2) The reasons for the action.
- (3) The effective date of the action.
- (4) The Employee's competitive area, competitive level, subgroup, service computation date (SCD), and the last three (3) annual performance ratings of record within the last four (4) years.
- (5) The place where the Employee may inspect the regulations and records pertinent to his/her case and the procedures to be followed.
- (6) The reasons for retaining a lower standing Employee in the same competitive level because of a continuing exception in accordance with 5 C.F.R. 351 .607.
- (7) The reasons for retaining a lower standing Employee in the same competitive level for more than thirty (30) days because of a temporary exception in accordance with 5 C.F.R. 351.608.
- (8) A statement that Employees may request Grade and pay retention information from the Employer.
- (9) The Employee's grievance or appeal rights.

b. The Employee's grievance or appeal rights.

- (1) In addition to the notice referenced in Section 7a of this Article and per 5 C.F.R. 351 .803(a), the Employee will be provided within a reasonable amount of time:
- (2) Information on benefits such as severance pay, unemployment compensation, health and life insurance, lump sum payments, and
- (3) Notice of eligibility for reemployment and other placement assistance, and

(4) If eligible, a statement of estimated severance pay as severance pay will be paid in the maximum amount allowed under law.

c. In Case of Errors. Any Employee who contends the specific notice contains errors or is not in accordance with his/her employment history may submit his/her contention to the Employer within thirty (30) days of receipt of the notice. Any Employee who believes the specific notice contains errors or is not in accordance with his/her employment history and thus may need to review his/her Official Personnel Folder (OPF) may request a copy of his/her OPF from the appropriate source. Any Employee after receipt of his/her OPF will be provided no less than ten (10) work days to notify the Employer if he/she contends the specific notice contains errors or is not in accordance with his/her Employment history. The above language does not alter the provisions of the negotiated grievance procedure.

SECTION 10. SPECIAL CONSIDERATION:

a. After the issuance of a specific RIF notice and before the effective date of the RIF, affected Employees notified of demotion or removal by the RIF will be placed into vacancies as the vacancies occur according to the following procedures:

(1) The Employer make a determination whether or not to fill the vacancy.

(2) if the vacancy is to be filled, the affected Employee with the highest retention standing and who possesses the requisite skills and abilities for the position with under interruption shall be reassigned into the position.

(3) Employees may not be placed into positions at a higher grade or those positions having a higher promotion potential than the position previously held.

b. After the effective date of a RIF, affected Employees demoted/separated by a RIF will receive special consideration for promotion/selection to bargaining unit vacancies as vacancies occur according to the following criteria:

(1) Career or career-conditional Employees serving under an appointment in the competitive service who were separated or demoted by a RIF are eligible for the Directorate's RPL according to the requirements of 5 C.F.R. 330.203. Eligible Employees must submit an appropriate application within thirty (30) calendar days after the RIF separation/demotion date and keep the Employer informed of significant changes in information provided in the application.

(a) Career Employee may remain on the RPL for two (2) years from the date entered on the list.

(b) Career-conditional Employees may remain on the RPL for one (1) year from the date entered on the list.

(2) The Employer will determine whether or not to fill a specific vacancy.

(3) If the vacancy is to be filled, the Employee on the RPL with the highest retention standing and who possesses the requisite skills and abilities for the position without undue interruption shall be referred to the selecting official for priority consideration prior to the referral of other candidates who are not on the RPL.

(4) Selecting officials shall give priority consideration to candidates referred under this procedure. In the event a selecting official declines to select a referred candidate, the selecting official shall document the reasons for the non-selection in writing.

SECTION 11. RETIREMENT ELIGIBILITY:

The use of exceptions to the order of release regarding leave for the purposes of qualifying for retirement will be in accordance with the provisions of 5 C.F.R. § 351.608 and Section 634 of the 1997 Omnibus Spending Act.

SECTION 12. RECORDS:

The Employer will maintain all lists, records, and information pertaining to actions taken under this Article for at least two (2) years in accordance with applicable government wide laws, rules, and regulations.

SECTION 13. RETENTION REGISTER:

A sanitized copy in compliance with the Privacy Act of the retention register of bargaining unit Employees affected by the RIF will be made available as soon as possible after the RIF letters have been issued to the Union.

SECTION 14. EMPLOYEE USE OF DIRECTORATE FACILITIES AND EXCUSED TIME:

Employees who are identified for transfer of function, separation, or change to a lower grade as a result to RIF under this Article will be entitled to reasonable time without charge to leave for the purpose of locating suitable employment while other wise in a duty status. The Employee will also be authorized use of the following facilities and or/services:

- a. Telephone to locate suitable employment, and
- b. Office equipment generally available to the Employees for the purpose of preparing, revising, and reproducing job resumes and/or job application forms, and
- c. Directorate interoffice and outgoing mail service, and

d. Career counseling - up to twenty (20) hours, and

e. Official email and internet service to review announcements and apply for jobs, etc.

SECTION 15. DETERMINING ELIGIBILITY FOR ADDITIONAL CREDIT:

Except for Employees who are re-rated a period allow per 5 C.F.R. 430, annual performance appraisals for the purpose of retention standing will be frozen sixty (60) Calendar days prior to the effective date of the action. The three (3) latest annual appraisal of record prior to the freeze will be used to determine eligibility for additional credit toward an Employee's service computation date. Only annual performance evaluation rating of record shall be used.

SECTION 16. RELEASE FROM COMPETITIVE LEVEL:

When an Employee is to be released from his/her competitive level, the "best offer available" is made. The offer will be as close to the Employee's current grade as possible.

SECTION 17. EMPLOYEE RESPONSE TO SPECIFIC NOTICE:

Upon receipt of specific notice notifying the Employee that he/she is offered a reassignment or change to lower grade or will be released from his/her competitive level, the Employee has ten (10) calendar days in which to accept or reject the offer made. If a position with a higher representative rate or grade but not higher than the rate or grade of the Employee's current position becomes available on or before the effective date of the RIP, the Employer will make the better offer to the Employee using the retention register. This offer will not extend the notice period.

SECTION 18. DISPLACED EMPLOYEES:

The Employer shall provide in accordance with this Article to any Employee being separated by RIP or transfer of function with all appropriate and available information.

SECTION 19. DETAILS:

Employees on detail will not be released during a RIP from the position to which he/she is detailed but rather from the affected Employee's permanent position of record.

SECTION 20. TRANSFER OF FUNCTION:

a. When transfer of function occurs, the Employer may either:

(1) Solicit volunteers for transfer from among those Employees in positions that have been identified for transfer. If there are not enough volunteers from among those affected Employees, the Employer will solicit volunteer from the competitive area(s), or

(2) Offer the transfer to the Employees who are occupying the positions being transferred.

b. If the Employer chooses the first option and the total number of Employees who volunteer for transfer exceeds the total number of Employees required to perform the function in the

competitive area(s) gaining the function, the losing competitive area(s) shall give preference to the volunteers with the highest retention standing. If the total number of Employees who volunteer does not exceed the number of Employees required to perform the function in the gaining competitive area(s), inverse order of retention standing will be used to determine which Employees will be transferred.

c. Affected Employees who do not volunteer to be transferred shall be reassigned whenever possible to vacant positions for which the Employees are qualified within the competitive area(s) or separated at the conclusion of the transfer.

d. In the event of forced reassignments which do not meet the definition of transfer of function, the Employer will notify the Union in accordance with Article 4, Matters Subject to Consultation and Negotiation of this Agreement, at least sixty (60) days prior to the effective date of the action.

SECTION 21. SEPARATION INCENTIVE:

If during a RIF an Employee accepts an Incentive offer to separate from Federal Service, the Employee may withdraw his/her resignation for any reason at any time prior to the effective date of the resignation.

ARTICLE 35 DUES WITHHOLDING

SECTION 1. OVERVIEW:

The Employer agrees to withhold each pay period the Union dues of each Employee who is a member in good standing of the Union and who voluntarily requests and authorizes such deduction by signing a Standard Form (SF) 1187 (Request for Payroll Deductions for Labor Organization Dues) in accordance with the provision of this Article and, further, to pay over or remit such deductions to the Union as here in after set forth.

SECTION 2. DATES OF WITHHOLDING:

An Employee may elect dues withholding at any time. The withholding of dues will begin no later than the second (2nd) full pay period following the Employer's receipt of the Employee's SF1187 or later if requested by the Union.

SECTION 3. PROCESS:

The Union shall be responsible for obtaining the SF 1187 and Sf 1188, Cancellation of Payroll Deductions for Labor Organization Dues, distributing the forms to its members, certifying as the amount of its dues, and delivering the completed forms to the Directorate's Administrative Office. The Union is also responsible for informing its member of the availability to pay roll dues deduction, its voluntary nature, the availability of the required forms and the procedures for revocation of an allotment.

SECTION 4. CERTIFICATION:

The amount of Union dues to be withheld from Employee's salaries will be certified by the Treasurer of the Union not more than once in any twelve (12) month period. The amount will be shown on the SF 1187 at the time the Directorate's Administrative Officer initially receives it. The amount will remain unchanged until the Treasures of the Union certifies that the amount of regular dues has changed.

SECTION 5. REVOCATION:

An Employee may revoke a dues allotment by submitting a properly executed SF1188 to the Directorate's Administrative Officer. Such revocation will not be effective, however, until the first (1st) full pay period following one (1) year from the date the first deduction was made by the Defense Finance and Accounting Service (DFAS) provided the form or request is received in a timely fashion. Thereafter, such revocation will be effective no later than the second (2nd) full pay period following any successive anniversary date provided the form or request is received no later than such anniversary date and no earlier than thirty (30) days before such anniversary date.

SECTION 6. TERMINATION OF EMPLOYEE:

A dues allotment for an individual Employee will be terminated when the Employee leave the bargaining unit as a result of any type of permanent or temporary separation, transfer, or other personnel action; upon the Union's loss of exclusive recognition, or it for any other reason this Agreement ceases to be applicable to the Employee.

SECTION 7. NOTIFICATION:

When an Employee has been expelled or suspended from Union membership, the Union will notify in writing not later than the last day of the pay period in which the expulsion or suspension occurred the Employer's Administrative Officer. If the expelled or suspended Employee has authorized payroll dues deduction, the allotment will be terminated by the Directorate's Administrative Office no later than the second (2nd) full pay period following receipt of this notice.

SECTION 8. EXCEPTIONS:

Dues will not be withheld from an Employee whose net salary after legal and required deductions is not sufficient to cover the amount of the authorized allotment such as when the Employee has had a period of non-pay status (e.g., LWOP, absence without leave, suspension, or furlough).

SECTION 9. LENGTH OF AGREEMENT:

Not with standing any other language contained in this Agreement with respect to the duration, modification or renegotiation of any of its provisions, the Parties agree this Article shall continue in full force and effect until such times as the Parties concludes a superseding signed agreement whether separately or as a part of a general agreement which provided for dues withholding or until such time as this Agreement ceases to be applicable to the Employee(s) or the Parties.

SECTION 10. COMPLIANCY:

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the DFAS for the purpose of complying with any of the provisions of this Article.

ARTICLE 36 COMMUNICATIONS

SECTION 1. BULLETIN BOARDS:

The Employer will provide the Union with two (2) bulletin boards in Building 1422 and one (11) bulletin board in all other buildings which are solely occupied by DOIM Employees. Any additional bulletin board space will be consistent with Employee growth in areas outside of Building 1422.

SECTION 2. DISTRIBUTION OF LITERATURE:

The Union shall be permitted to distribute material on the Employer's premises in work areas of bargaining unit Employees when in a non-duty status.

SECTION 3. PUBLICATION RACKS:

The Employer will provide specie for the Union to maintain a literature rack in the lunch/break room of Building 1422 for the purpose of providing Union materials.

SECTION 4. COPIES OF AGREEMENT:

- a. The Employer will provide, at no cost to the Union, copies of this Agreement printed on 8 1/2" x 11" paper in type that can be read easily with a table of contents and index to each Employee on duty on the distribution date and to all Employees entering on duty after that date.

- b. The distribution shall be made within sixty (60) days of the effective date of this Agreement or as soon as possible thereafter.

- c. The Employer in recognition of the special needs of the blind Employees in the bargaining unit will also provide copies of this Agreement in a mutually agreed upon format to appropriate Employees in accordance with DoD Regulations.

SECTION 5. HEALTH INSURANCE PLANS INFORMATION:

The Employer will continue to provide bargaining unit Employees with information on open enrollment periods and information on the various types of health plans available to Employees.

ARTICLE 37 ELECTRONIC MONITORING AND SURVEILLANCE

The Parties agree that Employees are expected to use electronic systems including Government communications systems and equipment in a manner fully consistent with applicable government wide laws, rules, and regulations and the use of such equipment constitutes consent to compliance

monitoring. The Parties further agree such monitoring may occur at any time and may be conducted without the knowledge or control of the Employer. In accordance with Army Regulations 25-2-4-5 (t) "System Administrators/Network Administrators are prohibited from using any automated tools to specifically target an individual user unless the activity is supporting an authorized Law Enforcement/Criminal Investigation".

ARTICLE 38 SAFEGUARDING AND USE OF GOVERNMENT PROPERTY

The Employer and the Union agree that the security and protection of Government property are of vital concern to both Parties. Government property will not be used to conduct internal Union business at the worksite except where otherwise noted in this contract. The Parties further agree to cooperate in preventing fire, theft, and inappropriate use of Government property.

ARTICLE 39 CIVIC RESPONSIBILITIES

SECTION 1:

The Employer agrees that upon request and to the extent operations permit, Employees scheduled to work on any election day who are eligible to vote in such election will be excused without charge to leave or loss of pay as follows:

- a. Where the polls are not open at least three (3) hours before or after an Employee's regular hours of work, normally the Employee may be granted an amount of excused absence permitting the Employee to report for work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close whichever requires the lesser amount of time off.
- b. Under exceptional circumstances where the general rule does not permit sufficient time, an Employee may be excused for such additional time as may be needed to enable the Employee to vote. The amount of such additional time shall depend upon the particular circumstances of the case but shall not exceed one (1) full work day or tour of duty.

SECTION 2:

Employees wishing to register for elections may do so in accordance with the above procedure except that no time shall be granted for excused absence if registration can be accomplished on a non-workday or after working hours.

SECTION 3:

The Employer considers it the civic responsibility of all its Employees to respond to call for jury duty and other court services. To this end the Employer will request Employee be excused from jury duty only when their services are required to meet essential work schedules or the Employer believes the public interest would be better served by having the Employees remain on the job.

SECTION 4:

A night-shift Employee who performs jury service during the day shall be granted court leave for the Employee's regularly scheduled night tour of duty and shall be entitled to the night differential.

ARTICLE 40 OUTSIDE ACTIVITIES/EMPLOYMENT

SECTION 1:

Employees shall have the right to engage in outside activities and undertaking of their own choosing not in violation of government wide laws, rules, and regulations, or this Agreement and not related to the performance of their official duties. Employees will not be required to report to the Agency on such activities. However, if Employees are engaged in outside activities or employment which is within the scope of applicable regulations and instructions covering standards of conduct, conflict of interest, or outside activities, appropriate reports shall be furnished as required by such regulations and instructions.

SECTION 2:

An Employee may not work for or as a consultant to any non-profit company or other Government contractor involved in any way with the Directorate.

SECTION 3:

Any employment by an outside Employer requiring similar duties and responsibilities as their current position with the Government must be approved by the Directorate.

SECTION 4:

An Employee cannot use Government facilities or equipment to conduct non-Government/Agency related activities.

ARTICLE 41 PARKING AND TRANSPORTATION

SECTION 1. GENERAL:

The Employer will continue to furnish cost free parking for all Employees. Parking will be in close proximity to the extent possible to the workplace.

SECTION 2. TIMELINES:

When changes in parking arrangements are proposed, the Employer will notify the Union and fulfill their obligation to bargain.

SECTION 3. SPECIALTY PARKING AND SERVICES:

Specialty parking spaces will be provided as required to the following:

- a. Handicapped or medically impaired.
- b. Visitor (a fixed number not to be changed without Union agreement)

c. Alternative transportation (motorcycles, mopeds, bicycles, etc.).

SECTION 4. SAFETY AND SECURITY:

a. The Employer will provide a safe and secure parking area for its Employees including but not limited to the following:

(1) Lighting - Where operations are maintained during non-daylight hours, the Employer will assess the need for lighted parking and will provide lighted parking where appropriate.

(2) Security Service - Will be provided by controlled access to the facility and random security patrols.

(3) Inspections - Regularly scheduled inspections of grounds including facility and parking areas will be conducted.

(4) Pedestrian Crosswalks - Will be provided where necessary due to high volume of traffic activity.

(5) Signage - Will be provided in accordance with the Manual on Uniform Traffic Control Devices (Federal Standard for labeling of roads and highways).

(6) Problem Reporting - Security should be contacted for problem reporting (e.g., car lights left on, lights out on parking lots, damaged or obstructed sign, etc.).

b. The Employer shall designate parking zones in order to comply with fire safety codes and to ensure accessibility by emergency vehicles. Employees parking in such areas will be subject to a fine and/or towing.

ARTICLE 42 WORKERS COMPENSATION

SECTION 1. COUNSELING:

The Employer agrees when an Employee suffers or alleges illness or injury in the performance of duties, the supervisor will advise the Employee as soon as possible of the appropriate Fort Detrick point of contact (POC) for the Federal Employees Compensation Act (FECA) claims processing and will inform the affected Employee of his/her rights under FECA. These rights include the following:

a. The Employee's right to file for compensation benefits;

b. The types of benefits available;

c. The procedure for filing claims; and

d. The options regarding compensation benefits.

SECTION 2. PROCEDURE FOR FILING CLAIMS FOR WORKERS' COMPENSATION BENEFITS:

a. As soon as possible after experiencing a job-related injury or illness, the Employee must report the injury to his/her supervisor or other management official and must be offered the opportunity to receive medical attention.

b. The Employee and his/her supervisor should complete and submit the Form CA-I, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, to the appropriate Fort Detrick PECA POC. If the Employee is incapacitated, someone acting on his/her behalf must complete the form.

c. The supervisor will track the claim by contacting the local Fort Detrick PECA office POC ensuring the claim has been submitted to Department of Labor and the Employee will be notified.

d. The Employer agrees to post Form CA-10 on all official bulletin boards. Also posted will be the point of contact for obtaining information/assistance relevant to Workers' Compensation claims.

SECTION 3. DEFINITIONS:

a. Traumatic Injury/Illness. Must be caused by a specific event or incident or series of events or incidents within a single day or work shift (e.g., a fall that causes a broken bone).

b. Occupational Disease. Is produced by systemic infections, continued or repeated stress or strain, exposure to toxins, poisonous fumes, noise, etc., in the work environment over a longer period of time than a single day or work shift (e.g., carpal tunnel syndrome).

SECTION 4. ELECTION OF BENEFITS OPTIONS:

a. Pending the approval of the compensation claim, an Employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of LWOP.

b. As an alternative to Section 4a of this Article, an Employee with a job-related traumatic injury/illness may elect to receive up to forty-five (45) days of continuation of pay (COP) if the claim is filed within thirty (30) days of the injury. The Employer may terminate COP if appropriate medical documentation is not received within ten (10) work days. Prior to terminating an Employee's COP, however, the Employer shall notify the Employee in writing and provide the Employee a reasonable opportunity to submit appropriate medical documentation. The entitlement to COP is not available to Employees who file an occupational disease claim.

c. If the Employee's claim is approved, the Employee shall have the option of buying back any leave used and having it reinstated to the Employee's account with the approval of the Department of Defense.

d. If the Employee's claim for compensation is disallowed by the Department of Labor Office of Workers' Compensation, any of the forty-five (45) days of COP that previously were granted will be converted to the appropriate leave requested by the Employee. The Employee shall be responsible for advising the Employer which form(s) of leave is/are appropriate by completing an OPM 71, Application for Leave.

e. The Employer upon request shall assist Employees in obtaining technical information regarding the proper procedures for filing claim appeals to the Department of Labor.

SECTION 5. PLACEMENT OF OFFICE OF WORKERS' COMPENSATION CLAIMANTS:

a. Where an Employee requests and supports his/her request with appropriate medical information, the Employer will make every effort to assign the Employee on a temporary basis to duties consistent with the Employee's medical needs.

b. Where the Employee requests and supports his/her request with an approved Office of Workers' Compensation Programs (OWCP) claim and appropriate medical information, the Employer will make every effort to assign the Employee to duties consistent with the Employee's medical needs.

c. If the Department of Labor Office of Workers' Compensation determines an Employee who was previously deemed disabled has now recovered and is medically able to be re-employed, the Employer will make every effort to offer appropriate employment in accordance with government wide laws, rules, and regulations.

ARTICLE 43 HEALTH AND SAFETY

SECTION 1. WORKING CONDITIONS:

The Employer agrees to maintain safe and healthy working conditions in accordance with current government wide laws, rules, and regulations. The Employer and Union agree safety and health are a collective effort and the responsibility of both Employer and Employee. It is agreed everyone is responsible for reporting unsafe or unhealthy working conditions and injuries without fear of reprisal and the reporting of imminent or potential safety or health hazard conditions will be accomplished in accordance with applicable government wide laws, and rules and regulations.

SECTION 2. PERMANENT RELOCATION:

If permanent relocation of a function occurs at the worksite whereby Employees are moved from one area to another, the Employer will ensure the relocated area meets the standards in accordance with government wide laws, rules, and regulations as well as applicable DoD rules and regulations.

SECTION 3. INCIDENT NOTIFICATION:

The Employer agrees to notify the Union in writing within forty-eight (48) hours upon the occurrence of a safety incident and/or accident. Such notification will include but will not be limited to those reportable safety incidents and accidents if such reports do not violate the Privacy Act and/or HIPPA (Health Insurance Portability and Accountability Act). Requests for information on workers' compensation data will only be given to the Union at the request of the claimant.

SECTION 4. HAZARDS:

The Employer and Union will, in partnership, cooperate in a continuing efforts to reduce or eliminate Employee exposure to possible unsafe working conditions and health hazards. Accordingly, the Parties agree each shall appoint a representative to work together to identify and address actual or potential safety and health issues within the DOIM. Specifically, these representatives shall:

- a. Become familiar with the DOIM's personal injury, property damage, health hazard exposure, and the potential conditions and hazards which may cause injury or illness.
- b. Recommend ways and means to eliminate, mitigate or control unsafe acts and correct unsafe or unhealthy mechanical, physical, or environmental conditions both potential and actual.
- c. The designated Union and Management Safety Representatives will meet at the request of either party as often as necessary. Time spent functioning on this capacity will be considered official time.

SECTION 5. INSPECTIONS:

The Employer will notify the Union in advance and on the date of arrival of scheduled visits by federal or installation fire and safety inspectors and environmental survey personnel. For unscheduled visits, the Employer will notify the Union upon their arrival. Upon notification, the Union shall have the opportunity to designate a representative to accompany such inspectors on tours of bargaining unit work areas.

SECTION 6. TEMPERATURES:

The Parties recognize temperature conditions in and around work areas can have a direct bearing on Employees' health. The Parties agree this is an appropriate matter for referral to the Health and Safety Representatives. All actions, if any shall be carried out in accordance with Article 20, Section 3c, per acceptable guidelines.

SECTION 7. AIR QUALITY:

The Parties recognize air quality in and around the work areas has a direct bearing on Employees' health. If an Employee(s) has a concern(s) about air quality, the Employee(s) will first present his/her concern(s) to his/her immediate supervisor. If appropriate, the Employee and/or supervisor will present the concern to the building Health and Safety Representatives. If necessary, a review will be requested by the Fort Detrick Installation Safety Office for further possible action.

SECTION 8. HEALTH AND SAFETY CONTINGENCY PLANS:

The Employer agrees to:

- a. Support and follow the USAG emergency preparedness plan.
- b. Call Emergency Services for medical support in those situations of serious injury and/or illness.

SECTION 9. PAINT AND OTHER HAZARDS:

The Parties agree that exposure to chemical, paint fumes insecticides, construction adhesives to include carpet glue or cleaners can have a harmful effect on the health of Employees. Therefore, the Employer agrees application or use of these substances will be restricted to after hours or weekend use when possible. Should it become necessary to use these substances during duty hours, Employees will be evacuated from the areas and provide alternate work areas or granted administrative leave until the effects have been abated. The Parties agree there will be an immediate cessation of work in areas which are found to be unsafe.

SECTION 10. HEALTHY WORKPLACE:

The Parties agree that Employee wellness and the investment in programs to maintain Employee health contribute directly to sustain productivity and reduction of lost Employee time due to illness. Therefore, the Employer agrees to support the Healthy Workplace Program of the USAG and/or encourage programs in such areas as weigh reduction, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries, and exercise as programs currently exist.

SECTION 11. ERGONOMICS:

Consistent with applicable government wide laws, rules, and regulations the DOIM will maintain an ergonomic friendly work environment.

SECTION 12. HEALTH AND SAFETY SURVEYS:

The Parties agree that the Employer/Union Health and Safety Representatives may conduct health and safety surveys within the Directorate. The results of these surveys will be analyzed and appropriate action(s) will be taken if necessary.

SECTION 13. OSHA RIGHTS:

If Health and Safety concern(s) are not addressed to the satisfaction of the Union and/or the Employee, the Union and/or the Employee has the right to contact the Occupational Safety and Health Administration (OSHA).

ARTICLE 44 SMOKING

SECTION 1:

Smoking is not permitted in any building owned or leased by the Employer. Smoking will be permitted in designated outdoor areas.

SECTION 2:

The Employer agrees to provide outdoor smoking areas for Employees. Such areas shall be properly identified and located in areas not commonly used by nonsmokers.

SECTION 3:

The Parties agree to encourage smoking cessation, and to further this end, the Employer agrees upon request to all Employees who wish to stop smoking a reasonable amount of official time to attend smoking cessation classes that may become available at Fort Detrick. Official time for this purpose shall only be granted once during the term of this Agreement and only if the Employee is otherwise in a duty status and can be spared from the job.

ARTICLE 45 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 1:

The Parties affirm their commitment to the policy of providing equal employment opportunities to all Employees and to prohibit discrimination because of race, color, religion, gender, national origin, disabling condition or age. In addition, the Parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status or political affiliation. The Employer will support a positive, continuing, and results-orientated program of affirmative action. The Parties agree to meet annually to review and discuss the Fort Detrick Affirmative Action Plan. This may result in joint recommendations to the EEO Office on issues related to Equal Employment Opportunity (EEO) and Affirmative Action as it affects the Directorate. The Parties also agree that Equal Employment Opportunity shall be administered in accordance with Title 5 U.S.C. the Civil Rights Act of 1991, the Rehabilitation Act of 1973 as amended, the Age Discrimination in Employment Act (ADEA), Executive Order 11478, 29 C.F.R. 1614.102 and other authorizing legislation and applicable regulation.

SECTION 2:

The Union may submit information to the Fort Detrick EEO Officer for his/her consideration for inclusion in the Fort Detrick Affirmative Action Plan. The final decision as to whether or not the Union-submitted information is included in the Fort Detrick Affirmative Action Plan rests with the Fort Detrick EEO Officer.

SECTION 3:

The Union may submit a nominee(s) from the bargaining unit for a position of Fort Detrick Equal Employment Opportunity Counselor (EEOC) each time such a vacancy(ies) exist/s. The name of the Union nominee(s) will be submitted to the Employer who will forward the name(s) of the Union nominee(s) to the Fort Detrick EEO Officer. The final decision as to whether or not a Union nominee(s) is selected for a position on the Fort Detrick EEOC rests with the Commander, U.S. Army Garrison, Fort Detrick. Any Union nominee selected as a Fort Detrick EEOC will serve under the direction of the Fort Detrick EEO Officer. Employees who are Stewards or hold other Union offices requiring them to represent Employees during grievance proceedings or otherwise place them in an adversarial role with management may not act as EEOC during the time they hold such a Union Office.

SECTION 4:

Before filing a grievance which alleges discrimination, the Employee must first discuss the allegations with an EEO Counselor (EEOC). This discussion must be within forty-five (45) days after the event causing the allegation or after the date the Employee became aware of the event. During the initial meeting with the Counselor, the Employee will be given a Notice of Rights and Responsibilities which will include an explanation that the Employee may file a formal complaint under the statutory EEO procedure or a grievance under this Article, but not both. If the Employee elects to file under the negotiated grievance procedure, he/she shall proceed under Article 26, Grievance Procedure, of this Agreement.

SECTION 5:

The Employer acknowledges the Union has the right to request information from the Fort Detrick EEO Office pertaining to the Affirmative Action Program Plan.

SECTION 6:

In accordance with Section 51 of the Rehabilitation Act of 1973 as amended, Section 403 of the Vietnam Veteran Readjustment Assistance Act of 1974 as amended, and other government wide laws, rules, and regulations pertaining to the employment of individuals with disabilities, the Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

- a. The Employer will offer reasonable accommodation to the known physical or mental limitations of qualified individuals with a disability regardless of type of appointment unless the Employer can demonstrate the accommodation would impose an undue hardship on the operation of the Employer's program as defined in 29 C.F.R. 1614.203.
- b. The Parties recognize that individual accommodations will be determined on a case-by-case basis taking into consideration the Employee's specific disability, existing limitations, the work environment, and any undue hardship imposed on the operation of the Employer's program as defined above. Qualified Employees with disabilities shall request specific accommodations in writing.
- c. Both Parties agree Employees should utilize the MEDCOM's Policy in conjunction with Fort Detrick Installation Policy on Reasonable Accommodation applicable at the time of a request.

SECTION 7:

If an Employee elects to utilize the grievance procedure for EEO complaints with Union representation instead of the statutory procedure for alleged discrimination, both Parties shall have the right of discovery if the grievance is referred to arbitration. All discoveries shall be governed by and carried out in accordance with applicable EEOC directives and regulations. A copy of applicable directives and regulations shall be provided to the arbitrator upon selection.

ARTICLE 46 CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

SECTION 1:

The Parties agree that substance abuse, emotional problems, and other personal problems are serious matters that may at some time affect the health, job performance, and conduct of some Employees and may be incompatible with duties requiring a security clearance and access to classified information. The Parties further agree substance abuse (alcohol/drugs) is a condition/disease preventable and treatable.

SECTION 2:

The Parties encourage any Employee with an emotional, personal or substance abuse problem to voluntarily seek counseling and assistance from private providers or from the services available at Fort Detrick. An Employee who wishes to use the services of the Fort Detrick Counseling Center may contact the Center directly or through his/her supervisor or Union representative who in turn will refer the Employee to the Program Coordinator in accordance with applicable Department of the Army regulations.

SECTION 3:

An Employee's decision to seek assistance shall be voluntary and entirely confidential. Once enrolled in a program, any information concerning the fact of enrollment, treatment received, and an evaluation of progress including the files and records there of shall be maintained by the provider of the assistance in accordance with all applicable government wide laws, rules and regulations. Access to such information by all third Parties including the Employer and the Union both during and after treatment shall likewise be governed by applicable government wide laws, rules and regulations.

SECTION 4:

The Employer agrees a request for or enrollment in a rehabilitative treatment program or other assistance program shall not in and of itself be a cause for disciplinary or adverse action; however, the Employer retains the right to take appropriate disciplinary or adverse action for any related conduct or performance issues in accordance with applicable government wide laws, rules, and regulations and the provisions of this Agreement. Before taking such action, the Employer further agrees to consider the mitigating effects of the Employee's enrollment in the assistance program which may include holding the action in abeyance pending completion of the treatment and evaluation of its success. All final decisions on the taking of disciplinary or adverse actions rest with the Employer.

SECTION 5:

Nothing in Section 4 of this Article shall be construed as restricting or otherwise affecting the Employer's right in such situations to administratively suspend an Employee's security clearance and access to classified information and to temporarily reassign the Employee to non-sensitive duties.

SECTION 6:

At the discretion of the Employer as well as the individual circumstances involved (i.e., mitigating factors), an Employee may be given the opportunity to sign off on a "last chance agreement." The agreement shall have a time limit of no longer than one (1) year.

SECTION 7:

Pursuant to the Rehabilitation Act, 5 U.S.C. 29 U.S.C. 791 et seq, and EEOC regulations 29 C.F.R. Part 1614, the Employer will provide reasonable accommodations to qualified individuals with disabilities before taking disciplinary action against those Employees for conduct/performance exhibited; however, the conduct/performance at issue is based on or resulted from that disability. The Parties agree the CEAP is one (1) form of reasonable accommodation.

SECTION 8:

Employees undergoing a prescribed program of treatment under the Employee Assistance Program will be approved for Administrative Leave for the initial consultation. Future visits will be in accordance with Section 9 of this Article.

SECTION 7:

It is the policy of the Employer to grant leave (sick, annual, or LWOP) for the purpose of treatment of rehabilitation for Employees under the Employee Assistance Program as would be granted for Employees with any other health problem.

In witness there of the parties have concluded negotiations of this agreement and agree to its execution
this 19th day of May 20016