NEGOTIATED AGREEMENT BETWEEN
THE UNITED STATES ARMY COMMUNICATIONS-ELECTRONICS COMMAND (CECOM),
THE UNITED STATES ARMY COMMUNICATIONS-ELECTRONICS RESEARCH, DEVELOPMENT AND ENGINEERING CENTER (CERDEC),
THE UNITED STATES ARMY PROGRAM EXECUTIVE OFFICE COMMAND, CONTROL AND COMMUNICATIONS-TACTICAL (PEO C3T)
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) LOCAL 1904

NEGOTIATED AGREEMENT BETWEEN CECOM, CERDEC, PEO C3T and AFGE Local 1904

PREAMBLE

SECTION 1. Pursuant to the policy set forth in Chapter 71 of Title 5 U.S. Code, hereinafter referred to as the "Statute", and subject to applicable laws, Federal Register Notices, government-wide and Agency regulations (subject to the provisions of Chapter 71 of Title 5 of the United States Code), and other legal authority; these Articles, together with any supplements, shall constitute a Collective Bargaining Agreement (CBA) between the United States Army Communications-Electronics Command (CECOM), the United States Army Research, Development and Engineering Command, Communications-Electronics Research, Development and Engineering Center (CERDEC), and the United States Army Program Executive Office for Command, Control, and Communications Tactical (PEO C3T) herein after known as the Employer, and the American Federation of Government Employees, Local 1904, herein after known as the Union.

SECTION 2. Whereas, the well-being of employees and efficient administration of the Government are the responsibility of the Employer, but are benefited by providing employees an opportunity to constructively participate in the formulation of personnel policies and practices affecting the conditions of their employment; the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer.

DEFINITION AND ACRONYMS

Unless specifically indicated otherwise in the text, the following definitions shall apply wherever these words or terms are used in this Agreement.

ADA: Alternative Discipline Agreement.

ADR: Alternative Dispute Resolution.

AFGE: American Federation of Government Employees Local 1904.

AGENCY: The Department of the Army. This term is commonly used to refer to decision and/or policy authority(s) controlled at levels immediately above the Employer level, up to (and including) the Secretary of the Army. (See also: Definition of "Employer" below in this section.)

ALTERNATIVE WORK SCHEDULES (AWS): An arranged tour of duty that varies official duty hours and includes both flexible work schedules, compressed work schedules, and credit hours. Flexible and compressed work schedules are separate and distinct schedules which cannot be combined. Use of credit hours applies only to flexible work schedules.

BASIC WORK REQUIREMENT: The number of hours (except for overtime hours) an employee is required to work or account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

BARGAINING UNIT: A group of employees that the Employer has recognized and the Federal Labor Relations Authority, or its predecessor, has certified as appropriate to be represented by the Union for the purpose of collective bargaining.

BUE: Bargaining Unit Employee

CBA: Collective Bargaining Agreement.

CFR: Code of Federal Regulations.

COMPETITIVE AREA: The organizational unit(s) and geographical area(s) in which employees compete during a Reduction in Force (RIF).

COMPRESSED WORK SCHEDULE (CWS): A fixed schedule which fulfills the basic 80-hour work requirement within either 5/4/9 or 4/10 workdays.

CONDITIONS OF EMPLOYMENT (COE): Under § 7103(a)(14), COE means 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 (A) relating to political activities prohibited under subchapter III of chapter 73 of this title; (B) relating to the classification of any positions; or (C) to the extent such matters are specifically provided for by Federal statue.

CONSULTATION: Oral discussions between Representatives of the Employer and the Union for the purposes of obtaining and considering their views or advising them on matters relating to personnel policies, practices, or conditions of employment.

CONTRACTING OUT: A right reserved to management by § 7106(a)(2)(B). It includes the right to determine the criteria governing the exercise of the right.

CORE TIME: That period of the workday which all employees must be present for duty unless otherwise in an approved leave or excused absence status.

CREDIT HOURS: The hours within the flexible work schedule that an employee elects to work with supervisory concurrence which is in excess of the basic work requirements so as to vary the length of a workday or workweek. Employees on a CWS are not authorized credit hours.

CPAC: Civilian Personnel Advisory Center.

DISPLACEMENT: Displacement means the movement via RIF procedures of a fully qualified employee into a position held by an employee of lower retention standing in the same or lower grade/pay band Level IAW 5 Code of Federal Regulations (CFR) 351.702. In addition, to be fully qualified, the employee must meet Defense Acquisition Workforce Improvement Act (DAWIA) statutory requirements for the position, if applicable. (However, statutory waivers shall continue to apply).

DOD: Department of Defense.

EAP: Employee Assistance Program.

eOPF: Electronic Official Personnel Folder.

EMERGENCY SITUATION: A situation which poses sudden, immediate, or unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate. The Parties agree this definition does not limit the Employer assessing whether an emergency exists.

EMPLOYEE: Subsequent reference to "Employee" or "Employees" will be understood to apply to all employees of the recognized Bargaining Unit represented by the Union.

EMPLOYER: U.S. Army Communications-Electronics Command (CECOM) or, U.S. Army Communications-Electronics Research, Development and Engineering Center (CERDEC) or, Program Executive Office Command Control Communications-Tactical (PEO-C3T), or any combination of these three organizations. This also includes any individual person who has the authority to act on behalf of any of these organizations.

Flexible Work Schedule (FWS): A schedule which includes core hours and days when an employee must be present for work and designated hours during which an employee may elect to begin and end work to complete the basic (non-overtime) 80 hours biweekly work requirement. The FWS workweek consists of 5 workdays, 8 hours a day, plus a minimum 30 minute lunch.

FLRA: Federal Labor Relations Authority.

FLSA: Fair Labor Standards Act

FMCS: Federal Mediation and Conciliation Service.

FORMAL DISCUSSION: Any discussion between one or more Representatives of the Agency and one or more employees in the unit or their Representatives concerning any grievance or any personnel policy or practices or other general condition of employment, including changes in working conditions. Discussions of job performance, individual performance counseling, meetings to deliver work instructions or discussions of work assignments, which do not constitute changes in working conditions exceeding the de minimis standard, are not considered formal discussions.

GRIEVANCE.: Under § 7103(a)(9) a grievance "means any complaint-(A) by an employee concerning any matter relating to the employment of the employee; (B) by any labor organization concerning any matter relating to the employment of any employee; or (C) by an employee, labor organization, or agency concerning-(i) the effect or interpretation, or a claim of breach, of a CBA; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment[.]"

IAW: In Accordance With

IMPASSE: A deadlock in negotiations. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

LUNCH PERIOD: An approved period of time in a non-pay and non-work status of at least thirty (30) minutes to be normally taken between 1130 and 1300 hours. A daily lunch period is mandatory and cannot be skipped to shorten a work day.

NEGOTIATIONS: Good faith bargaining by representatives of the Employer and the Union on appropriate issues relating to conditions of employment and personnel policies and practices, with the goal of arriving at an agreement.

NGP: Negotiated Grievance Procedure. The procedures contained in the CBA for the resolution of grievances between or among BUEs, the Union or the Employer.

OFFICIAL TIME: Time granted by the Agency to Bargaining Unit employees designated by AFGE Local 1904 in writing to act as union representatives without charge to leave, IAW 5 U.S.C. § 7131.

OWCP: Office of Workers' Compensation Program.

PARTY(IES): In the singular, refers to the Employer or the Union; in the plural, refers to both.

POSITION DESCRIPTION (PD): A written document, maintained by the Agency, that records the occupational series, title and grade/pay band of the position. The PD describes the key or major duties and responsibilities along with other position requirements.

PROBATIONARY/TRIAL PERIOD: A period of time in which the supervisor evaluates a newly hired employee's performance and conduct to determine whether the employee should be retained.

REASSIGNMENTS: A formal change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.

SUPERVISOR: An individual with the authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

SUPPLEMENTS: Additional Articles, negotiated during the term of the CBA, to cover matters not covered by the CBA.

TDY: Temporary Duty.

TIME (Calculation of Periods): In computing time periods for any purposes under this Agreement, the first day counted is the day after the event or action. If the last day of the time period falls on a weekend, federal holiday, or any day upon which installation or organization is closed, the time limit will be automatically extended until the next workday.

UNION: American Federation of Government Employees Local 1904.

UNION REPRESENTATIVES: AFGE Local 1904 officers and stewards employed by the Employer(s).

ARTICLE 1
EXCLUSIVE RECOGNITION AND UNIT DETERMINATION

SECTION 1. The Employer hereby recognizes the American Federation of Government Employees as the exclusive Representative of all eligible employees in the unit, IAW the Certification of Consolidation of Units, Case No. WA-RP-15-0050, approved by the Federal Labor Relations Authority (FLRA) on February 17, 2016 and as subsequently added to by the FLRA. The Union will act for and negotiate agreements governing the employees in the Unit.

SECTION 2. The Parties agree that the Unit of Recognition is as follows:

Included: All nonprofessional employees employed by the U.S. Department of the Army, Communications-Electronics Research Development and Engineering Center (CERDEC) at Aberdeen Proving Ground, Maryland.
Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

Included: All professional and nonprofessional employees of the U.S. Department of the Army Program Executive Office Command, Control and Communications Tactical (PEO C3T) located at Aberdeen Proving Ground, Maryland.
Excluded: All supervisors, management officials, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

Included: All nonprofessional employees assigned to the U.S. Department of the Army, Communications-Electronics Command (CECOM) at Aberdeen Proving Ground, Maryland.
Excluded: All non-appropriated fund employees, professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

SECTION 3. As agreed in paragraph seven (7) of joint stipulations signed by the Parties on 5 February 2016 and filed with the FLRA, the employees included in the AFGE Unit are located at Aberdeen Proving Ground (APG) as described in the current certificate of recognition.

SECTION 4. Should a change to the scope of the bargaining unit occur, the Parties agree to meet any applicable labor obligations and negotiate in good faith.

ARTICLE 2
DURATION OF THE AGREEMENT

SECTION 1. Effective Date.

This Agreement will become effective once it has been approved by the Agency Head, or 31 calendar days after execution of this agreement IAW 5 U.S.C. 7114(c).

SECTION 2. Duration of the Agreement.

This Agreement will remain in full force and effect for four (4) years from the date of approval by Agency Head or thirty-one (31) calendar days after execution of this agreement IAW 5 U.S.C. 7114 and automatically renew itself from year to year thereafter. However, either Party may give written or electronic notice of its intent to add, amend, reopen, modify or terminate existing Articles of the Agreement not more than 120, or less than 90 calendar days, prior to the initial expiration date. If neither Party serves timely notice, the CBA will be automatically renewed for one year. Such notice must be accompanied by a list of the Articles that either Party intends to add, amend, reopen, modify or terminate. Ground rule negotiations will then begin no later than 120 calendar days after receipt of the notice provided by either Party (i.e., number of bargaining days, number of negotiators, payment of travel and per diem). If negotiations are not concluded prior to the expiration date, this CBA will continue in full force and effect until the negotiation process is concluded.

SECTION 3. Reopener.

Negotiations during the term of this Agreement to add to, amend or modify portions or Articles of this Agreement may be conducted only by mutual consent of the Parties.

SECTION 4. Changes in Laws or Regulations

a. Changes in Army Policy do not necessarily impact the terms of this CBA. The only changes that shall invalidate the terms of this CBA are changes in the governing laws, or government-wide rules and regulations. Other changes in organizational rules/regulations/policy that are not government-wide must be bargained IAW the appropriate statutes, e.g. 5 U.S.C. Chapter 71, and the terms of this CBA.

b. Changes in laws or regulations of appropriate authorities which invalidate certain Articles or Sections of this CBA will not have the effect of nullifying the total CBA. Action to bring the affected portions into compliance will be taken as expeditiously as possible.

c. A change in Policy at the government-wide level does not absolve the Employer from the requirement to fulfill labor obligations. Regardless of the level from which the changes are being mandated, the Union is entitled to the opportunity to perform its representational duties where provided by 5 U.S.C. Chapter 71.

ARTICLE 3
LEGAL INTERPRETATION PRINCIPLES FOR THE CONSTRUCTION OF THE TERMS OF THIS CBA

The following terms shall be employed when a dispute arises concerning the terms of this Agreement or the validity of any terms in the Agreement.

SECTION 1. Severability.

The parties agree and it is understood that if, at any time after Agency Head approval of this CBA or the CBA becomes effective where there is no Agency Head approval or disapproval within the time specified in 5 U.S.C. Ch. 71, a term, section, or provision of this CBA is determined to be void, invalid, illegal, or contrary to law, the remainder of the CBA will be severable and shall remain in effect until its expiration. Stated differently, a determination – whether from a party to this CBA or a third-party – that any term, section, or provision is void, invalid, illegal, or contrary to law shall be limited to those terms / sections / provisions so identified. Nothing in this section, however, shall preclude either party from claiming that any term, section, or provision is void, invalid, illegal, or contrary law (and the other party challenging such determination). Nor shall this provision be interpreted to preclude either party from making any such claim, as circumstances warrant, throughout the life of this CBA.

SECTION 2. Merger.

This Agreement constitutes the single and entire agreement between the Parties. This Agreement shall not be modified except in writing and duly executed by all Parties. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party to this Agreement except as specifically set forth herein.

SECTION 3. Modification.

It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except in writing and duly executed by all Parties.

SECTION 4. No Waiver.

No waiver of any of the promises, obligations, terms or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is sought to be enforced.

SECTION 5. Successors/Assigns.

This Agreement shall be binding upon the Parties and each of their respective successors and assigns.

SECTION 6. Reading and Understanding the Agreement.

The respective Parties have carefully read this Agreement and have had it explained to them by their attorneys. Each Party warrants and represents that he/it relied upon his/its own judgment and that of his/its legal counsel regarding the proper, sufficient and agreed upon consideration for this Agreement and that no statement or representation by any other Party or their agents, employees, officers, division or branch chiefs, or legal representatives influenced or induced them to execute this Agreement.

SECTION 7. Separate Policies.

Nothing in this Agreement shall preclude either Party from adopting separate policies and entering into separate agreements that are not otherwise covered by this CBA. However, such agreements and policies shall not become a part of this CBA unless the separate agreement so states and is signed by the Parties. All other policies, MOAs or MOUs negotiated by the Parties which are not covered by this CBA will remain in full force and effect until they are superseded by a new agreement.

SECTION 8. Collective Preparation.

This Agreement shall be construed as if the Parties collectively prepared it and any uncertainty or ambiguity shall not be interpreted against any of the Parties.

SECTION 9. Captions.

The captions, Article, and Section titles used herein are for convenience and identification purposes only and are not part of this Agreement.

SECTION 10. Authority to Execute.

The Parties warrant and represent that the persons executing this Agreement are duly authorized to do so.

SECTION 11. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same valid and binding agreement.

ARTICLE 4
GOVERNMENT LAWS, REGULATIONS AND EXISTING CONDITIONS OF EMPLOYMENT

SECTION 1. Relationships to Laws and Government-Wide Rules and Regulations.
In the administration of all matters covered by this agreement, officials and employees shall be governed by existing or future laws and existing government-wide rules and regulations, as defined in 5 U.S.C. Chapter 71, and by subsequently enacted government-wide rules and regulations.

SECTION 2. Existing Conditions of Employment.
In order to change any conditions of employment that were in effect on the effective date of this Agreement, the Agency shall provide notice and, upon request, bargain with the Union to the extent required by law.

SECTION 3. Other Agreements.
In order to change any Memoranda of Understanding, Supplemental Agreements or any other written agreements between the Parties that were in effect on the effective date of this Agreement, and that are not covered by the existing government-wide rules and regulations or this CBA, the Agency shall provide notice and, upon request, bargain with the Union to the extent required by law and IAW procedures defined by this CBA.

ARTICLE 5
RIGHTS AND OBLIGATIONS OF EMPLOYEES

SECTION 1. Each BUE has the right to form, join, or assist the Union or to refrain from any such activity freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of his/her rights. Such rights include:
1. To act for the Union in the capacity of a Representative and the right, in that capacity, to present the view of the Union to heads of agencies and other officials of the Executive Branch of the government, Congress, or other appropriate authorities with the exception that a BUE may not perform any activity concerning any pending legislation during compensated time.
2. To engage in collective bargaining with respect to conditions of employment through an exclusive Representative (Union).

SECTION 2. Nothing in this CBA shall require an employee to become or to remain a member of the Union, except pursuant to any statutory requirement, this CBA, or a voluntary, written authorization by the employee for the payment of dues through payroll deduction, see Article 25 (Dues Withholding).

SECTION 3.
a. Recognizing that productivity is enhanced when employee morale is high, employees, supervisors and management officials will be treated with dignity and respect. Sensitive discussions, to the maximum extent possible, will be conducted in private. Employees have the right to inform a supervisor, or fellow employee, when they feel disrespected or belittled.
b. Neither of the Parties will be subjected to intimidation, coercion, harassment, unreasonable working conditions, or reprisal in violation of statute, regulation, law, nor be used as an example to threaten other employees.
c. The Parties will be afforded proper regard for and protection of their privacy and constitutional rights, although such rights may be limited in the workplace setting based upon law, statute, or regulation. It is therefore agreed that the Employer will endeavor to establish working conditions that, to the maximum extent possible, maintain employee morale and efficiency.
d. Supervisor's guidance will be given in a reasonable and constructive manner. It is expected that when an employee does not understand guidance provided by a supervisor, that employee shall request clarification to avoid making assumptions about what is expected. Moreover, supervisor's guidance will be provided to avoid public embarrassment or ridicule, although nothing shall preclude any supervisor from providing constructive criticism in any forum.

SECTION 4. All Parties will not start or spread rumors, gossip, or the like amongst coworkers. Nothing in the foregoing however, will be construed to limit ethical standards, codes of conduct, or an employee's rights under Federal Law, rule or regulation. It is understood that when negative information in the form of rumors or gossip is provided to supervisors, it may generate grounds for the agency to investigate. Employees may raise perceived issues involving rumors, gossip or the like through their supervisory chain, union representatives, or other higher authority. To the greatest extent practicable, confidentiality of the Parties will be maintained.

SECTION 5. There will be no discrimination against employees because of Union membership, political affiliation, or veteran status, or for any other statutorily protected status. An employee who exercises any statutory or contractual right shall not be

subjected to reprisal or retaliation.

SECTION 6. Employees will perform all assigned duties IAW their position description and performance plan. Employees will comply with applicable laws, rules and regulations. Covered employees may not disobey direction of supervisors or countermand lawfully established policies based upon bargaining unit status.

SECTION 7.

a. IAW 5 U.S.C. § 7114 (a)(2)(B), (Weingarten Rights), employees shall be given the opportunity to be represented at any examination of the agency in connection with an investigation if the employee (1) reasonably believes the examination may result in disciplinary and/or adverse action and (2) the employee requests union representation. The employee is entitled to request and receive information from the supervisor about the subject of the investigation.

b. Nothing in this Article shall be interpreted to prohibit the Employer from pursuing other areas of investigation that arise from the original intended purpose. When an employee exercises the right to union representation in the event of an examination and a Representative of the Union is not immediately available, the Employer will delay its questioning of that particular employee for a reasonable period of time not to exceed two (2) working days to permit the presence of a union representative. Nothing precludes the Employer's right to continue with other aspects of the investigation during the period of any such delay.

c. The Employer agrees to inform employees of their right to this representation annually as required by the Statute and such notice will be posted and made available electronically for employees.

SECTION 8. If an employee desires consultation with a union representative during working hours for labor-management issues, they will coordinate available times with the Union. An employee requesting reasonable time to consult with a representative will, in advance of such usage, request and receive approval from his/her immediate supervisor. The supervisor will provide the employee a decision within one (1) business day. If this departure would create immediate problems, the supervisor will inform the employee of the earliest time that he/she would be free to leave for his/her consultation. Neither the employee nor his/her supervisor has the right to unilaterally establish a metric for how far in advance (e.g., 48 hours) the employee must request the use of reasonable time for consultation. When a supervisor denies a request he/she will put forth his/her reasons in writing to the employee.

SECTION 9. Nothing in this Article or in the CBA will be interpreted to limit a supervisor from meeting informally with an employee without the Union being present.

SECTION 10.

a. During any criminal investigation, an employee shall be afforded all rights under the law, to include union representation and the right to an attorney (not appointed by the Agency), to the extent that the Employer has control of the organization conducting the examination/investigation. As part of any criminal investigation no BUE will be ordered by the Employer to waive any right guaranteed by law, the Constitution or this CBA, including the right to remain silent.

b. If an employee is to be served with a warrant or subpoena during working hours, to the extent possible, it will be done in private

without the knowledge of other employees. However, if service is effectuated by persons other than the Employer, the Employer cannot guarantee any such consideration.

SECTION 11. Employees have the right to fully pursue their private lives, personal welfare, and personal beliefs, without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with the Standards of Conduct as outlined in regulatory guidance, with job responsibilities, adversely reflect upon the Employer, or impact upon the efficiency of the service. For education or information on these matters, BUEs may contact their union representatives.

SECTION 12. Outside Employment:
Employees seeking outside employment who file a financial disclosure report are required to receive supervisory approval prior to accepting any offer of outside employment. Employees who do not file a financial disclosure report are not required, but should submit a request for approval to avoid any inference of a conflict of interest. It is expected that employees will consider these restrictions before seeking outside employment, i.e. conflict of interest. Reference: DoD 55007.7-R, Joint Ethics Regulation (JER). If the Agency denies the outside employment request, the employee cannot work in the outside job.

SECTION 13.
a. Unlawful or Improper Directives - Employees shall perform all work assigned to them or directions given by their supervisor, Employer representatives, management officials, team leads, or other designated authority. If an employee has reason to believe that the work assigned to them violates a law, regulation, or directive of this CBA, the employee shall notify his/her immediate supervisor or higher level official within the employee's supervisory chain in writing that he/she believes the directive or work assignment is unlawful/inappropriate. The supervisory official may still require the employee to perform the suspected unlawful/inappropriate work assignment or directive, but only after providing the employee with a written statement to the effect that the employee’s concerns are noted and that the employee is expected to continue to perform the work assignment. If the employee continues to believe the work assignment is unlawful or inappropriate, he/she will perform the work and may pursue relief through the negotiated grievance process.

b. Directives where safety concerns exist - The employee also has the right to not perform work in circumstances where there is reason to believe an imminent risk of death or serious bodily harm could result coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. Employees have the right to file a complaint with OSHA concerning a hazardous working condition at any time. (Note: OSHA cannot enforce union contracts that give employees the right to refuse to work, however Unions can.) If the Employer is believed to have retaliated against an employee for refusing to perform the dangerous work, employees may contact OSHA or their designated union representatives immediately. In the event the employee elects to make a complaint through OSHA channels, the complaint must be filed with OSHA within 30 days of the alleged reprisal. To contact OSHA call 1-800-321-OSHA (6742) and ask to be connected to your closest area office. In the event that the employee elects to make a complaint through a designated union official, the complaint must be received within 21 days, IAW Article 37 (NGP). Union Contact information can be found in Article 36 (Disciplinary Actions) Section 5 of this CBA. No specific form is required to file a discrimination complaint through OSHA, but if the employee elects to have OSHA hear the complaint directly he/she must contact OSHA directly.

SECTION 14. Employees will not be required to concur on documents concerning the employee's performance or conduct, but will sign such documents when directed to do so. Signing documents such as performance evaluation forms and proposals for disciplinary or adverse actions signifies acknowledgement of receipt, not agreement with the contents.

SECTION 15.

a. Employees are expected to comply with reasonable dress and grooming standards that achieve a balance of professional appearance, comfort, productivity, health, safety, and type of position occupied. When clothing such as coats and ties create discomfort during hot weather and in places where cooling is minimized to conserve energy, the requirements should be modified or eliminated.

b. Ripped or torn clothing, beach attire, clothing with sexually suggestive or obscene language or imagery are all considered to be examples of inappropriate workplace attire.

c. Parties agree that under certain circumstances exceptions to this policy may apply, to include but not limited to morale events, such as picnics or casual dress Fridays. Parties also understand there may be occasional circumstances under which business attire may be required, where it is otherwise not. In these cases the supervisor will provide notification no later than the prior business day, and will consider any employee concerns.

d. If the Employer choses to establish a dress code policy that is more stringent than what is established in this CBA, the Employer must fulfill all labor relations obligations prior to implementation.

SECTION 16. Employees are required to update and maintain current contact information in the Global Address Listing (GAL), emergency notification systems/databases, and similar systems or databases that exist or may be created while this CBA is effective.

SECTION 17. The Employer will maintain custodial services for administrative areas, bathrooms, offices and common use areas normally used by BUEs. In an effort to reduce financial impact on the Agency, all BUEs are responsible for keeping their office areas clean and free from clutter and hazards, and keeping microwaves, refrigerators, coffee pots and other provided small appliances clean. If custodial clean-up is necessary, the Employer assures that volunteers will be sought prior to assigning any employee.

SECTION 18. Management recognizes and understands that computer equipment plays an important role in the employees' daily work life and in the performance of their duties. Should an employee experience computer hardware or software issues, the employee will immediately notify the Army Enterprise Service Desk (1-866-335-2769), their Information Management Officer (IMO), and their team leader or supervisor, or if the team leader or supervisor is unavailable, the employee will notify their next level supervisor. If any issues concerning computer access, hardware, or software prevent the employee from completing their work, the employee will immediately notify his/her team leader or supervisor, or if the team leader or supervisor is unavailable, the employee will notify their next level supervisor. If the employee is experiencing issues away from their assigned duty station, employees may be required to bring their laptop in for service at their assigned duty station.

SECTION 19. No audio recording of any conversation between a BUE and an Agency official may be made without mutual consent, except for Inspector General Investigations, other law enforcement investigations, OPM or EEO investigations, or duly authorized Boards of Investigation. All audio recordings conducted under the control of the Parties will be transcribed. The employee will be given a copy of that recording at the same time they receive the transcript for review. The employee will have the right to review the transcript for accuracy, and may make corrections. The employee will receive a copy of the final corrected transcript. Audio recordings obtained in conflict with this Section will not be entered as substantive evidence against any employee.

SECTION 20. Employees who bring personal items to work may be entitled to assert a claim for damage to or loss of such item(s) subject to 31 U.S.C. 3721. This may apply to damaged or lost personal property while an employee is deployed or utilizing household goods storage. To the extent an employee wishes to make such a claim he/she should consult with his/her union representative. Reference Army Regulation 27-20 and DA PAM 27-162.

SECTION 21. If employees bring personal property to their place of duty they do so at the risk that such items may be searched and seized for investigative (e.g. where the Agency has a reasonable suspicion that an employee or employees are in possession of contraband and/or any other materials related to misconduct) or non-investigative (e.g. security screening during entry to installation or SCIF) purposes. Employees can avoid such a risk by leaving personal items at home.

SECTION 22. BUEs may request group meetings with or without supervisors to discuss working conditions. See Article 7 (Management Rights) for management's obligations with Unions. Employees are not required to notify the Union of group meetings, however, should employees wish to have a union representative present at the meeting, it is incumbent upon the employee(s) to request Union presence. With respect to a group meeting between employees and supervisors, in the event a meeting between a group of employees and supervisors to discuss changes in working conditions meets the standards of 5 U.S.C. § 7114(a)(2) (commonly known as "Formal Discussions"), or amounts to a Union bypass as that term is defined by 5 U.S.C. Chapter 71, management shall notify the local union of any such meeting and invite it to attend.

SECTION 23. Resignation and Retirement.
An employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and IAW law, including prevailing regulations. An employee may withdraw his/her retirement prior to the effective date, as long as the position is uncommitted or unencumbered. The Employer will endeavor to provide retirement planning information to BUEs. When in-person seminars are not available, the Employer will endeavor to make retirement information available to employees through available technology.

SECTION 24. The Parties agree that management will seek volunteers for employee participation in charitable and ancillary endeavors (e.g. Combined Federal Campaign, Employer holiday parties, etc.), but reserves the right to assign such functions to employees should volunteers not be available. This does not preclude giving general publicity and encouragement to employees to

contribute. The Employer will not require or coerce employees to invest their money, donate to charity or participate in these activities. Participation or nonparticipation shall not advantage or disadvantage employees.

SECTION 25. New Employee Orientation

a. Goal of Employee Orientation: An effective Orientation Program provides employees with information regarding their rights, benefits, roles and responsibilities as employees of the Agency.

b. Notification and Information: If the Employer determines to offer New Employee Orientation training, the Employer will determine the length, contents, agenda and delivery method of the orientation information. The Union will be provided adequate notice and the opportunity to be present during new employee orientation sessions conducted by the Employer and to present mutually agreed upon information to prospective BUEs.

c. The Union will ensure the Employer is provided briefing material for approval one (1) week in advance of the orientation, unless otherwise agreed to by the Employer. The Union will only provide previously approved materials by the Employer to its BUEs in attendance, and ensure the audience understands the information being briefed applies only to its represented employees. All materials shall not contain messages: (1) related to internal union business; (2) obscene, derogatory, libelous, or otherwise inappropriate material; (3) poorly reflecting on the integrity or motives of the Employer, individuals, government agencies, or activities of the Employer, Department of the Army, or the Federal Government; or (4) disrupt employee performance of duties.

SECTION 26. Timely and Proper Compensation

a. The Employer will make every effort to ensure that employees receive their paycheck/full compensation due (amount that was due based on payroll transmission) on the established payday. The Employer will make every effort to ensure that employees receive their paycheck/full compensation due, allotments and W-2 forms at the address or electronic site designated by the employees, IAW existing laws, rules and regulations. Employees are responsible for reviewing their electronic earnings and leave statements and notifying their supervisors of any unexplained changes.

b. Employees are responsible for arranging for the timely repayment of overpayments. Where employees have been overpaid, the Employer will advise employees of the procedures available and provide the necessary forms for filing a request for waiver of overpayments IAW the provisions of existing law and procedures as of the date of this CBA.

c. Unless prescribed by law, the Employer will not be placed in the position of collecting or determining the validity of contested debts. It's the responsibility of each employee to manage his/her financial affairs in such a manner as to avoid casting aspersions upon the Employer.

SECTION 27. Nothing in this Article waives any management right provided for by Article 7 (Management Rights) in this CBA.

ARTICLE 6
UNION RIGHTS AND RESPONSIBILITIES

SECTION 1. Statutory Rights.

a. In all matters relating to personnel policies, practices and other conditions of employment, the Parties will have due regard for the obligations imposed by Title 5 U.S.C. Chapter 71 and this CBA.

b. Pursuant to Section 7114(a)(1) of Title 5 U.S.C., the Union is the exclusive Representative of the employees in the Bargaining Unit (BU) it represents and is entitled to act for and on behalf of employees and to negotiate for all employees in the BU. As the exclusive Representative, the Union is responsible for representing the interests of all employees in the BU it represents without discrimination and without regard to labor organization membership.

c. The Union has the right, in its capacity as the exclusive Representative, to present the view of the Union to heads of Agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities with the exception that a BUE may not perform any activity concerning any pending legislation during compensated time.

d. Pursuant to Section 7114 (a)(2) of Title 5 U.S.C., the Union shall be given the opportunity to be present at any formal discussion between one or more Representatives of Management and one (or more) employees in the BU or their Representatives, concerning any grievance; personnel policy or practice; or other general condition of employment. The designated Agency rep will provide the Union with advanced notice of the date, time and place of these meetings by electronic mail or telephone. If the Union wishes to attend the formal discussion, they will notify the designated Agency rep in advance. For town halls or similar events, the Employer will then inform the workforce in advance of the formal discussion e.g. email, introductory remarks, etc. that the Union will be present. The Parties agree that not all town halls or similar events rise to the level of what is considered a formal discussion IAW the 5 U.S.C. Chapter 71. IAW the Statute, the Union's representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees, and may make a brief statement as to the Union's position on the matter under discussion. The Parties agree to maintain professional decorum throughout the discussion. Provided that advance notice was given to the Union that the meeting was scheduled to occur, the Employer is under no obligation to delay the start of the meeting if the union representative is not present.

e. IAW Title 5 U.S.C. Chapter 71, the Union shall be allowed to be present and to represent any BUE at any examination by a Representative of Management in connection with an investigation, if the employee reasonably believes that the examination may result in a disciplinary and/or adverse action against the employee.

f. During any criminal investigation, an employee shall be afforded all rights under the law to the extent that the Employer has control of the agency conducting the examination/investigation. As part of any criminal investigation no BUE will be ordered by the Employer to waive any right guaranteed by law, the Constitution or this CBA, including the right to remain silent.

g. The Right to Data.

1. The Union has the right to be furnished, upon request, data IAW Title 5 U.S.C. Section 7114(b)(4).

2. If the Employer denies a Union request for data that is IAW the Statute, the Employer shall give the Union the specific reasons for the denial. If the Union feels the Employer’s denial is in violation of this CBA, or the Statute, the Union may file a grievance or initiate an Unfair Labor Practice charge.

h. The Union has the right to investigate employee/Union complaints. In conjunction with these investigations, the Union may

conduct voluntary interviews with members of the BU, subject to mission and/or security requirements. If the Union intends to rely upon employee statements to support its complaint, sanitized copies will be provided to the Labor Relations Specialist, provided that the Union determines that doing so would not reveal the identity of any employee who wishes to remain anonymous. If the employee statements cannot be provided, due to the preceding concern, the Union will provide a factual summary as an attachment to the complaint. The Employer will respond based on the information provided by the Union. The Employer will inform the Union if it is determined there was not enough information provided to determine the appropriate response.
IAW 5 U.S.C. Chapter 71, the Union has the right to timely meetings with management officials to discuss changes in working conditions within the management official's span of control. Grievances, however, shall be treated and administered solely IAW Article 37 (NGP). Meetings shall be requested through the appropriate Labor Relations Specialist. The Union may request Meetings with specific supervisor(s), but the Employer reserves the right to designate any such Agency representative it chooses to act/speak on the Agency's behalf.

SECTION 2. Restraint, Interference and Coercion.
The Employer shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under Title 5 U.S.C. Chapter 71 and this CBA.

SECTION 3. Right of Refusal.
The Union has the right to refuse to represent any BUEs in matters not covered by the negotiated agreement, e.g. statutory appeals of adverse actions, EEO complaints.

SECTION 4. Regular Documentation.
The Union will annually provide Management and BUEs via use of Government email with an updated list of the names, titles, email addresses and working telephone numbers of all Union officials, along with the room/locations of the Union office and representatives, and will provide notice of changes in this information as it occurs. The use of Government email will be IAW Section 6 of this Article. The Union agrees to provide a copy and a link to this CBA per the email notification outlined in Article 7 Section 1 of this CBA.

SECTION 5. Union Bypass.
Consistent with Title 5 U.S.C. Chapter 71, the Employer will not communicate directly with employees regarding conditions of employment which impacts the bargaining unit in a manner that will bypass the Union.

SECTION 6. Communications between Union and Represented Employees.
The Agency will not alter or censor the content of any direct communications between the Union and employees except where it is not in compliance with this CBA. All materials posted on the bulletin boards and all communication on Agency computers or e-mail systems must be as permitted under 5 U.S.C. Chapter 71 and IAW applicable laws, rules, regulations, and security procedures. Materials and communications shall not contain messages: (1) related to internal union business; (2) that are obscene, derogatory, libelous, or otherwise inappropriate material; (3)which poorly reflect on the integrity or motives of the Employer, individuals,

government agencies, Department of the Army, or the Federal Government; or (4) disrupt employee performance of duties. Any violation of this section may result in the Employer withdrawing its permission for continued use of its bulletin boards, computers, or e-mail systems. The Parties agree that access, physical structure, configuration and use will be IAW Article 10 (Union Use of Official Facilities and Communication Equipment) of this CBA.

SECTION 7. Surveys and Questionnaires Regarding Conditions of Employment.

a. The Employer will not communicate directly with BUEs through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union, and bargaining when required IAW 5 U.S.C. Chapter 71. Nothing in this Section precludes the Union from the right to bargain over conditions of employment under the Statute.

b. The Union will be given an advance copy of surveys generated by the Employer for BUEs along with an opportunity to comment on the contents of the survey at least ten (10) work days prior to distribution. Upon request, the Union will also be provided with a copy of the compilation of survey responses and an opportunity to negotiate any changes to conditions of employment as required by Article 11 (Matters Appropriate for Consultation and Negotiations) of this CBA.

c. Participation in all Employer generated surveys will be voluntary, unless the Parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the Parties agree otherwise.

d. The results of Employer generated 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, the results will be shared with the Union upon delivery.

SECTION 8. Last Chance Agreements.

a. A Last Chance Agreement (LCA) is a contract between the employee and the Employer that gives the employee an opportunity to conform his/her conduct or performance to meet the Employer's requirements by holding the proposed adverse action in abeyance in exchange for a waiver of the employee's right to file a negotiated grievance and or initiate appeal rights. LCAs will only be considered after an adverse action has been proposed.

b. The Union will be provided notice and the right to be present at meetings where LCAs are discussed IAW 5 U.S.C. Chapter 71 and this CBA.

c. All LCAs must have a specific duration, will normally not exceed two (2) years for all adverse actions.

SECTION 9. Outside Investigations.

a. The Union has the right to be present during questioning of potential bargaining unit witnesses under the terms of 5 U.S.C. 7114(a)(2)(B).

SECTION 10. Appointments with Management Officials.

Any Union representative will give advance written notice of any visit with our management officials in any of our facilities. This advance notice will be submitted to the Servicing LMER Specialist of the Civilian Personnel Advisory Center (CPAC) and/or the Employer designated Labor Relations Specialists (LRS) and will include the name, title, and the official purpose of their visit. Once their request has been acknowledged, the Union agrees to follow existing procedures for gaining access to the installation.

These individuals will be permitted on the premises of the Agency for representational matters and Union activities provided they conform to federal law, the Agency's security policies, and regulations. The Agency shall provide a list of current Servicing L/MER and the Employer's designated LRS as assigned to their organizations annually on the anniversary of the effective date of this CBA and as changes occur.

ARTICLE 7
MANAGEMENT RIGHTS

SECTION 1. Statutory Rights.

a. Subject to subsection (B) of this Section, nothing in this Agreement shall affect the authority of any management official of any agency to:

1. determine the mission, budget, organization, number of employees and internal security practices of the agency; and IAW applicable laws:

2. hire, assign, direct, layoff and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

3. assign work,

4. make determinations with respect to contracting out, and

5. determine the personnel by which agency operations shall be conducted; with respect to filling positions, to make selections for appointments from:

(a). among properly ranked and certified candidates for promotion; or

(b). any other appropriate source; and

6. take whatever actions may be necessary to carry out the agency mission during emergencies.

b. Nothing in this Section shall preclude any agency and any labor organization from negotiating at the election of the Agency on:

1. the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work; or

2. procedures which management officials of the agency will observe in exercising any authority under this Section; or

3. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

c. The Employer will make a copy of the CBA available upon request. The Employer will maintain an electronic forum to which this CBA and any subsequent supplemental agreements will be posted. The Employer will attach a copy and a link to this CBA in an email concurrent with the annual Weingarten notice and distribute it to BUEs represented by the Union.

d. The Employer will provide all BUEs with the telephone numbers and email addresses of the union officials designated by the Union to represent the Bargaining Unit on an annual basis, concurrent with the delivery of annual performance appraisals.

e. The Parties will, at all times, treat each other with dignity and respect. Sensitive discussions with/about labor-relations issues will be conducted in private, unless the Parties agree otherwise.

SECTION 2. Appointments with Management Officials.

Any union representative will give advance written notice of any visit with our Management Officials in any of our facilities. This advance notice will be submitted to the Servicing LMER Specialist of the Civilian Personnel Advisory Center (CPAC) and/or the Employer's designated Labor Relations Specialists (LRS) and will include the name, title, and the official purpose of their visit. Once their request has been acknowledged, the Union agrees to follow existing procedures for gaining access to the installation. These individuals will be permitted on the premises of the Agency for representational matters and union activities provided they

conform to federal law, the Agency's security policies, and regulations. The Employer shall provide a list of current Servicing LMER Specialists of the Civilian Personnel Advisory Center (CPAC) and the Employer's designated Labor Relations Specialists (LRS) as assigned to their organizations annually on the anniversary of the effective date of this CBA and as changes occur.

ARTICLE 8
LABOR-MANAGEMENT RELATIONSHIP

SECTION 1. Purpose.

The desire and intent of this Article is to describe and encourage effective labor-management cooperation. The Employer and the Union are committed to working together at all levels to ensure a quality work environment for employees, and effect a more efficient administration of Agency programs. The Parties support and encourage cooperative labor-management relationships at all levels and agree to treat the other Party with dignity and respect.

SECTION 2. Guidance.

The Parties agree that this Article should be interpreted as suggestions, not prescriptions.

SECTION 3. Scope.

The Parties agree that there may be times when it would be mutually beneficial to discuss topics which are not normally required topics for bargaining (e.g. number, types, and grades of employees, methods and means for performing work) or to have pre-decision conversations regarding a potential change in working conditions. Should either Party wish to have this type of conversation, they will notify the other Party of their request and explain the topic they would like to discuss. This does not require either Party to participate in these conversations, and should the Employer and/or Union agree to have this conversation, they may terminate discussions at any time.

SECTION 4. Training.

To promote effective labor-management relationships, the Parties may suggest the need for, and identify, appropriate training. Some types of training that may be appropriate include ADR, work process improvement, and group dynamics.

ARTICLE 9
UNION-MANAGEMENT MEETINGS

SECTION 1. Consolidated Meetings.

a. The Parties commit to maintaining an open dialogue over the life of this CBA to determine whether a need arises for the Parties to meet and discuss issues pertaining to the consolidated unit. These meetings, among the representative of the Employer and the Union, will be scheduled on mutually agreed upon dates and times. The Union may designate up to three union officials to attend any such meetings. Request for more union representatives are subject to mutual agreement and will be submitted with agenda items.

b. The Parties anticipate that the purpose of any such meetings will be to discuss policy related concerns or any subjects that will affect bargaining unit employees of the consolidated unit as a whole, not ones that affect the unit employees of a single Employer (i.e. PEO C3T, CERDEC or CECOM). Individual grievances, complaints or any other individual claim-based issues are not an appropriate subject for any such meetings.

c. These meetings will be held during duty hours. All union representatives, who would otherwise be in duty status, may be granted official time for attendance.

d. Matters proposed for discussion by either Party will be forwarded to the other Party at least ten (10) working days prior to these meetings.

SECTION 2. Meetings Held by PEO C3T, CERDEC or CECOM

a. Agency representatives of each Employer (i.e. PEO C3T, CERDEC or CECOM) shall meet with representatives of the Union twice per year to discuss labor-management issues germane to that Employer. These meetings will be scheduled on mutually agreed upon dates and may be attended by a maximum of two (2) union representatives who are members of the bargaining unit. This will not preclude the Parties from meeting at other times when deemed necessary by both Parties.

b. The purpose of these meetings shall be to discuss common interest in establishing labor management cooperation in dealing with personnel practices and procedures, matters affecting working conditions and other appropriate subjects. Individual grievances, complaints or any other issue in a formal appellate procedure may be a subject of discussion at these meetings, subject to mutual consent of the Parties.

c. These meetings will be held during duty hours. All union representatives, who would otherwise be in duty status, may be granted official time for attendance.

d. Matters proposed for discussion by either Party will be forwarded to the other Party at least five (5) working days prior to these meetings.

ARTICLE 10
UNION USE OF OFFICIAL FACILITIES AND COMMUNICATIONS EQUIPMENT

SECTION 1. Facilities, Offices, and Other Resources.

The Employer agrees to provide the Union with the following facilities and resources hereby agreed to be necessary in order to perform its Representational functions at no cost:

a. Facilities Access:

1. Subject to mission and organizational needs, the Employer will allow the union representative reasonable access to conference rooms during normal duty hours for representational purposes and meetings during lunch periods as needed. The Union's authorized representatives will make arrangements for use of the conference rooms, consistent with the existing Employers procedures.

2. As with all other government employees, union representatives are responsible under the Standards of Conduct and other applicable regulations for ensuring that the above will be used only for official use and authorized purpose and will not be put to uses that would reflect adversely on the Employer or violate applicable law, rule or regulations.

b. Union Office Spaces:

1. Three (3) separated offices; and Serviceable furnishings for each office, to include: one (1) Desk; one (1) Office Chair; two (2) Filing Cabinets; two (2) Visitor's Chairs; and one (1) laptop computer for each office. Purpose of these laptops is to access DoD email and Agency intranet. Computers will be equipped/programmed with DOD/DA chosen software, programs and will provide capabilities compatible with the Agency's technology and E-mail/Internet/NIPRNET. Common level of Support Services/Maintenance provided by the Installation's Network Enterprise Center (NEC) will be afforded in support of these laptops. Replacement laptops are to be provided on the effective date of this CBA, and will be replaced during equipment provider's lifecycle replacement. (Note: Users must complete DD2875, digitally signed Acceptable Usage Policy (AUP) and complete Information Assurance Certification training) Login will require network accounts and Common Access Card to access services; and

2. Three (3) DSN capable telephones (one in each Union Office)

3. Employer agrees to provide cleaning services to the Union office space a minimum of once per week for the duration of the cleaning service contract.

c. Other Resources:

1. Commercial Network Connectivity – Subject to applicable regulations and policies the Union, at its own expense, may make arrangements for a telephone line with commercial long distance capability; and commercial Internet services. The Union agrees to be responsible for all costs and expenses associated with non-DSN, off-post or long distance calls or faxes.

2. Parking - There will be four (4) parking spaces outside of Union Hall designated for Union tenants.

3. Signage – Outside of the facility designated for Union utilization, the Employer will place signs identifying the building as "Union Hall" and list the names of the Labor Organizations assigned to the facility. Signs will also be placed strategically directing employees to the Union Hall.

SECTION 2. Conference Rooms.

a. Subject to mission and organizational needs, the Employer will allow union representatives reasonable access to conference rooms during normal duty hours for representational purposes and meetings during lunch periods, as needed. The Union's authorized representatives will make arrangements for the use of the conference rooms, consistent with existing Employer procedures.

b. As with all other government employees, union representatives are responsible under the Standards of Conduct and other applicable regulations for ensuring that the conference rooms will be used only for official use and authorized purpose and will not be put to uses that would reflect adversely on the Employer or violate applicable law, rule or regulation(s). The Parties agree that the conference space/auditorium will be left in the same condition in which it was found. The Union will be provided contact information for custodial staff to ensure the space is properly cleaned when needed.

SECTION 3. Copies of the CBA, Policies and Agreements.

In addition to providing copies of this CBA to employees IAW this CBA, the Employer shall post a copy of this CBA to its respective intranet, along with any/all subsequent and binding agreements established between the Parties. The Employer also agrees to furnish any requesting union representative with one (1) copy of any established document concerning bargaining unit personnel practices, policies and conditions of employment.

SECTION 4. Communication with BUEs via Bulletin Boards.

The Employer will provide and hang one bulletin board with dimensions of at least 24"x 36" in each break room on each floor in buildings that are commonly occupied by covered BUEs. These bulletin boards are reserved exclusively for content to be posted at the discretion of the Union. All materials posted on the bulletin board must be permitted under 5 U.S.C. Chapter 71 and must also comport with applicable law, rules regulations, security procedures and this CBA. Posting shall not contain messages: (1) related to internal union business; (2) that are obscene, derogatory, libelous, or otherwise inappropriate material; (3) that are poorly reflect on the integrity or motives of the Employer, individuals, government agencies, Department of the Army, or the Federal Government; or (4) disrupt employee performance of duties. Any violation of this Section may result in the Employer withdrawing its consent for the continued use of bulletin boards.

SECTION 5. Communication with BUEs via Government Email.

a. While communications from the Union to or from its BUEs will normally be done by use of the bulletin board, the Union may occasionally communicate en masse, or individually, through the use of Government Email. This method of communication is consistently proven to be the most efficient/effective means of making contact with BUEs for the Union's representational business. Any information shared via the employee's government email address must be permitted under 5 U.S.C. Chapter 71 and must also comport with applicable law, rules regulations, security procedures and Article 6, Section 6 (Union Rights and Responsibilities) of this CBA. Postings that are obscene, derogatory, libelous, or otherwise inappropriate material, or poorly reflect on the integrity or motives of the Employer, individuals, government agencies or activities of the Employer, Department of the Army, or the Federal Government or disrupt employee performance of duties. IAW Article 6, Section 6 (Union Rights and Responsibilities) of this CBA, email communication will not be used to communicate internal union business. The union may

request an exception to this through the Agency LRS, which may be approved on a case by case basis.
b. Any violation of this Section may result in the Employer pursuing relief under the NGP, or other process.

SECTION 6. Campus Parking.
a. All parking assignments shall be consistent with existing Army and Installation Regulations. In the event there is a change to parking related conditions of employment having a greater than de minimis impact to the bargaining unit, the Employer agrees to provide notice and an opportunity to bargain said changes IAW the labor-management statute.
b. The Agency will follow the Army Regulation and APG Parking Policy when designating parking spaces. In the event there is an exception to the above policies which affects the condition of employment for BUEs, the Employer agrees to provide notice andan opportunity to bargain said changes IAW the labor-management statute.

ARTICLE 11
MATTERS APPROPRIATE FOR CONSULATION AND NEGOTIATIONS

SECTION 1.

a. In the administration of all matters covered by the CBA, officials and employees are governed by existing or future laws, applicable government regulations, and Agency policies. as negotiated and agreed to by the Union IAW 5 U.S.C. Chapter 71.

b. Either party may raise a "covered by" defense in response to a proposed change in conditions of employment when such a defense is appropriate.

SECTION 2. It is understood and agreed that matters appropriate for negotiation between the Parties are personnel policies and procedures and working conditions IAW 5 U.S.C. Chapter 71.

SECTION 3. Proper Notice.

a. If the Employer has any changes relating to personnel policies, practices, or conditions of employment which are not covered by this CBA, the Employer shall notify the Union in writing prior to making such changes IAW 5 U.S.C. Chapter 71. This does not apply to changes determined to be de minimis. Such notice will be given to the Union President or his/her designee.

b. Consistent with Title 5 U.S.C. Chapter 71, the Employer will not communicate directly with employees regarding changes to conditions of employment which impacts the bargaining unit in a manner that will bypass the Union. Information included in the notification will include, at minimum:

1. A clear statement of the Agency's intent.
2. A brief explanation of the Agency's implementation strategy.
3. A brief explanation of the purpose of the proposed change.
4. The proposed implementation date.
5. Identification of the impacted BUEs, either individually or as groups (e.g. all BUEs in building 6002).

SECTION 4. Formal Bargaining Process.

a. The Union, if it deems appropriate to do so, will submit a demand to bargain the proposed change(s) within ten (10) business days of receipt of the written notification. The expected medium through which written notification will be sent is electronic mail, other media may be used if necessary.

b. When email is used, transmission of the proposed changes to the Union president's or his/her's designated email address shall constitute receipt by the Union for the purpose of determining the beginning and end of the ten (10) business day period. When other media are used, the beginning and end of the ten (10) business day period shall be determined IAW the date thenotification is received.

c. Failure by the Union to submit a demand to bargain within the ten (10) business day period shall indicate no intent to bargainthe proposed change(s).

d. If the Union notifies the Agency it needs clarification regarding the proposed changes prior to submitting a demand tobargain,

the Union must furnish notice of the desire for clarification within five (5) business days of receiving written notification. The Parties will hold a meeting for clarification within five (5) business days of the Union's request. If, after the meeting for clarification is complete and the Union determines that it wishes to bargain IAW 5 U.S.C. Chapter 71, the Union shall have ten (10) business days to submit a timely demand to bargain.

e. The Union's demand to bargain will include, at minimum, the following:

1. A written statement of the Union asserting its right to bargain IAW 5 U.S.C. Chapter 71.

2. Any and all initial proposals relating to the content of the notice received. NOTE: Additional proposals may be submitted in response to new or additional information throughout the bargaining process.

f. After the demand to bargain has been submitted, the Employer shall inform the Union of any negotiability concerns in response to proposals submitted within ten (10) business days of receipt of the proposals. Should the Union request a written statement of non-negotiability, the Employer will endeavor to respond within ten (10) business days, and if not, the Union's right to file a petition will be IAW applicable FLRA regulations.

g. It is mutually agreed that the ground rules for bargaining of policy, procedures and/or working conditions during the duration of this CBA shall adhere to the ground rules contained in the Appendix A (Ground Rules for Mid-Term Bargaining of Changes in Working Conditions) to this CBA. Modifications of the ground rules shall only be made through mutual consent of the Parties.

h. Formal negotiations of negotiable proposals shall commence NLT twenty (20) business days after the delivery of the Union's demand to bargain.

i. Either Party may elect to codify the outcome of completed bargaining through a Memorandum of Agreement.

SECTION 5. Informal Process – This informal process only applies to changes initiated by the Employer.

a. At some point in the decision making process the Agency may offer "informal notice" to the Union and invite the Union to attend an informal discussion about the pending change. Invitation will be sent via email to establish a record. Notice will be provided no less than five (5) business days in advance of the proposed meeting date. Notice shall clearly indicate whether the notice being provided is "INFORMAL" in the subject line of the email.

b. The Union will notify the Employer of their decision to participate in the informal process. A choice by either Party NOT to participate in informal discussion shall NOT indicate either Party has declined its right to bargain through traditional methods. In the event the informal discussion is dissolved by either Party, and the Employer wishes to pursue the change, the Employer still has the obligation to provide FORMAL notice to the Union once a final decision is made regarding the change, thus triggering the traditional bargaining practices in this CBA. If either Party decides to no longer pursue the informal process, they will inform the other Party in writing.

c. The purpose of the meeting will be for the Parties to present the current state of information related to the change, present preliminary concerns, and request additional information related to the change. At the outset of any informal discussion process, the Parties will confer about the goals of process and whether the expected outcome will yield a document or written agreement. Either Party shall have the right to request that any such document or written agreement be signed by both Parties executing the agreement, yet subject to Agency Head Review.

d. Dissolving of the informal discussion process for one issue does not automatically result in dissolution of the informal discussion process for other issues.

e. It is understood the informal discussion process is fundamentally different than traditional bargaining methods, in that the Union becomes aware of incomplete information early in the decision making process. For this reason, the Parties will not disclose information regarding the change prior to decisions being reached. The Parties may discuss the proposed change with the BUEs if both Parties agree the sharing of information is critical to the complete understanding of the issue at hand.

f. Nothing in this Article abrogates Management's right to collect information IAW 5 U.S.C. Chapter 71.

g. Information requests used during the Informal Discussion Process.

1. During informal discussions between the Parties it is possible questions may arise to which neither Party has an immediate answer, or that information may be requested to which neither Party may have immediate access. The Parties agree this is the nature of the informal discussion process.

2. In the event either Party wishes to have access to information not immediately available at the time the discussion was conducted, the requesting Party shall be obligated to provide the other with a documented request for said information within agreed upon timelines.

3. The nature of the information request is to allow both Parties to consider their exclusive rights within the constructs of 5 U.S.C. 7114, and other laws as appropriate. When these written requests are utilized, the Parties shall be required to provide a statement of particularized need.

4. In the interest of efficiency and good faith, the Parties may request such information verbally during the course of informal discussion sessions. If one Party requests information from the other, and the Parties agree verbally it will be provided, that verbal agreement shall be documented in the notes of the meeting and distributed accordingly. Good faith requires verbal agreements shall be honored, but the Parties agree the act of documenting these verbal agreements increases the effectiveness and efficiency of the informal discussion process and mitigates the risk for misunderstanding of information requests.

h. In any informal proceeding, should a Party be dissatisfied with a response to a non-5 U.S.C 7114 information request, that Party shall have the right to withdraw from the informal proceeding. No other right or remedy is available for such a perceived dissatisfaction.

i. The Parties expressly agree other than in the instance of a 5 U.S.C. 7114 (formal) information request, no grievance or other legal challenges may be raised for actions or omissions taken during the informal process.

SECTION 6.

a. The product of mid-term bargaining will be binding on the Parties and may not be changed without notice to the Union and the opportunity for further bargaining IAW this Article. The Parties will comply with 5 U.S.C. Chapter 71.

b. Facilities for negotiations will be provided IAW negotiated ground rules (See: Appendix A (Ground Rules for Mid-Term Bargaining of Changes in Working Conditions) to this CBA).

SECTION 7. Impasse.

When both Parties have in good faith considered each other's proposals and counterproposals and cannot reach agreement, impasse may be declared by either Party and the services of a mediator from the Federal Mediations and Conciliation Services may be requested within ten (10) business days. Should the efforts of the mediator fail to resolve the impasse, a Petition may be filed with the Federal Services Impasses Panel within ten (10) business days of the failed mediation attempt. If the above time limits are not met, the Employer's proposed change will be implemented.

SECTION 8. Unilateral Action.

a. If the Employer inadvertently implements a change exceeding the de minimis standard without providing the required notification and opportunity to bargain to the Union, the Employer, upon the Union's request, will cease the practice unless the change is required for the necessary functioning of the Employer.

b. To establish necessary functioning, the Employer must show that a delay in implementation would have impeded its ability to effectively and efficiently carry out its mission, or would have abrogated a protected management right under 5 U.S.C. Chapter 71 or this CBA. If the change is not required for the necessary functioning of the Employer, the implementation of the unilateral action will be immediately ceased, and the Union shall be afforded the opportunity to bargain the change IAW the procedures contained in this Article.

SECTION 9. Reorganization/Realignment.

If the change proposed by the Employer concerns a reorganization, or a realignment involving six (6) or more BUEs, the time period for the Union to submit proposals, if the Union deems it necessary to do so, is extended to fifteen (15) business days after receiving Formal Notice. All other procedures and time limits thereafter will be IAW the above Sections of this Article.

SECTION 10. Extensions.

All time limits described in this Article may be changed by mutual consent.

ARTICLE 12
OFFICE MOVES

SECTION 1. The Union and the Employer agree that occasions will arise when it is proposed to (physically) move an employee from his/her desk/cubicle/office. Reasons for moving an employee should be work-related, such as moving to retain cohesiveness of a branch/division or to accommodate an employee based upon a disability. Written notice of the proposed movement (i.e., employee name, Bldg. #, floor #, office #, cubicle #, both to & from) will be forwarded to the Union and affected employees simultaneously. No movement will be made until the Union has been afforded five (5) business days to respond. The movement will not be implemented until all labor obligations have been met IAW 5 U.S.C. Chapter 71.

SECTION 2. Employees may request to be moved to a different desk/cubicle/office only if there are available vacant spaces, and upon concurrence from management, with no notice required to the Union.

ARTICLE 13
NEGOTIATIONS DURING THE TERM OF THE AGREEMENT FOR UNION PROPOSED CHANGES

SECTION 1.

a. Union initiated mid-term bargaining will address negotiable subjects of bargaining as defined by 5 U.S.C. Chapter 71 and applicable case law. This is not a tool to reopen the contract.

b. The Union will provide Management with reasonable advance notice of its desire to engage in Union initiated bargaining. Information included in the notification will include, at minimum:

1. A clear statement of the Unions intent.
2. A brief explanation of the Unions implementation strategy.
3. A brief explanation of the purpose of the proposed change.
4. The proposed implementation date.
5. Identification of the impacted BUEs, either individually or as groups, e.g. all BUEs in building 6002.

c. Union initiated mid-term bargaining can be invoked quarterly on the effective date of the contract by the Union. There will be no carry over from quarter to quarter.

SECTION 2. Process

a. Informal procedures identified within Article 11 (Matters Appropriate for Consultation and Negotiations) may be followed should the Parties agree, with the understanding the Party requesting the change in this procedure is the Union. Otherwise Parties will follow the formal process below.

b. Formal Process

1. The Employer, if it deems appropriate to do so, will submit a demand to bargain the proposed change(s) within ten (10) work days of receipt of the written notification. The expected medium through which written notification will be sent is electronic mail, other media may be used if necessary.

2. When email is used, transmission of the proposed changes to the Employer's designated Labor Relations Specialists, and other Employer designee's designated email address shall constitute receipt by the Agency for the purpose of determining the beginning and end of the ten (10) work day period. When other media are used, the beginning and end of the ten (10) work day period shall be determined IAW the date the notification is received.

3. Failure by the Employer to submit a demand to bargain within the ten (10) work day period shall indicate no intent to bargain the proposed change(s). This excludes situations in which the Union's proposals involve matters considered by the FLRA as permissive topics of bargaining under 5 U.S.C. 7106(b)(1), in which case the Union is obligated to receive express written intent from the Employer to waive an intent to bargain. If the union's proposed change is otherwise legal and not in violation of any law, statute, Executive Order, or government-wide rule or regulations, the proposal will be adopted.

4. If the Employer notifies the Union it needs clarification regarding the proposed changes prior to submitting a demand to bargain, the Employer must furnish notice of the desire for clarification within five (5) business days of receiving written notification. The Parties will hold a meeting for clarification within five (5) business days of the Employer's request. If, after the meeting for clarification is complete and the Employer determines that it wishes to bargain IAW 5 U.S.C. Chapter 71, the

Employer shall have ten (10) business days to submit a timely demand to bargain.

5. The Agency's demand to bargain will include, at minimum, the following:

(a) A written statement from the Employer asserting its right to bargain IAW 5 U.S.C. Chapter 71

(b) Any and all initial proposals relating to the content of the notice received. NOTE: Additional proposals may be submitted in response to new or additional information throughout the bargaining process.

6. After the demand to bargain has been submitted, the Union shall inform the Employer of any concerns in response to proposals submitted within ten (10) business days of receipt of the proposals. The Parties agree to attempt to resolve disputes over the Employer's proposals applicable to this provision informally, where agreeable, but where the Parties elect not resolve proposal disputes informally, they will defer to appropriate procedures IAW 5 U.S.C. Chapter 71, applicable FLRA regulations, and the CBA.

7. It is mutually agreed that the ground rules for bargaining changes IAW this Article during the duration of this CBA shall adhere to the ground rules contained in the Appendix A (Ground Rules for Mid-Term Bargaining of Changes in Working Conditions) of this CBA, with the understanding the Party requesting the change in this procedure is the Union. Where this Article conflicts with procedures identified within Appendix A this Article will be controlling. Otherwise, modifications of the ground rules shall only be made through mutual consent of the Parties.

8. Formal negotiations of negotiable proposals shall commence NLT twenty (20) business days of the delivery of the Employer's demand to bargain.

9. Either Party may elect to codify the outcome of completed bargaining through a Memorandum of Agreement.

10. Official time used by the designated Union negotiators will be IAW this CBA.

ARTICLE 14
CLASSIFICATION

SECTION 1. The Parties agree to the principle of equal pay for substantially equal work within the bargaining unit. The Employer agrees to maintain position descriptions, which accurately reflect the major duties and responsibilities assigned to bargaining unit members on a regular and recurring basis.

SECTION 2. Position Descriptions

a. The Employer will utilize position descriptions (PDs) which accurately reflect the major duties and responsibilities assigned to bargaining unit members. Employees may access a copy of their PD at any time via Civilian Personnel On-Line (CPOL-https://acpol.army.mil/ako/cpolmain/). If and/or when the original PD is officially revised to reflect significant changes, the employee will be furnished a copy of the new PD.

b. When an employee has concerns regarding the appropriate classification (i.e., title, series, grade/pay band, duties) of his/her position, the employee will inform his/her immediate supervisor. The Employer will discuss the matter with the employee and explain the basis on which the position was classified. Questions by an employee about the appropriate classification of a PD, however, shall not be grounds for employee refusal to perform tasks assigned by the supervisor. If an employee remains concerned about the classification of his/her position after discussion with the supervisor, he/she may request that an audit be performed. If an audit is determined to be appropriate, the employee will be notified as to the anticipated start date of the audit. The Employer will discuss the matter with the employee and explain the audit results.

c. Where there is a statutory duty to bargain the impact of classification activity on employee(s), the Employer will provide notice and an opportunity to bargain consistent with the procedures in Article 11 (Matters Appropriate for Consultation and Negotiations).

d. If a classification audit results in a position being reclassified at a lower grade, affected employees will be given advance notice before the action is taken.

SECTION 3. Classification Appeals

a. Employees have the right to appeal Classification decisions to OPM. Upon request, the Employer will provide any employee the information on the procedures for filing classification appeals to the Agency or directly to OPM.

b. An employee who files a classification appeal to the Agency or OPM is entitled to a copy of the decision. Copies of documentation related to OPMs decision (e.g. the position description, analysis/evaluation reports, organizational and functional information and other official information related to classification of the position) will be provided to the employee, if available.

SECTION 4. Effective Date

Changes in grade/pay band level, based on reclassification resulting from action other than OPM appeals, will be effective on the first pay period following final approval of the action.

ARTICLE 15
EMPLOYEE PERSONNEL RECORDS

SECTION 1. This Article applies to electronic Official Personnel Folders (eOPF) and Supervisory Work Folders.

SECTION 2. An employee's eOPF is available by accessing the eOPF via myBiz located under the Employee tab found in the Civilian Personnel Online Portal.

SECTION 3. Consistent with 5 CFR § 297 Subpart C, the employee has the right to provide information for inclusion in his/her eOPF. It is understood there are limits on what can be maintained in the eOPF. Further details can be provided by CPAC.

SECTION 4. Administration of employee records maintained by the employer shall be IAW governing laws and government-wide regulations.

SECTION 5. In the event a supervisor elects to maintain a work folder on an employee, it shall be limited to documents and records the supervisor believes are pertinent to the supervisor and the employee IAW applicable law, rule, or regulation. All personnel records are confidential and shall be known or viewed by officials with only a legitimate need to know. They must be retained in a secure location in order to prevent disclosure. Employees have the right to view the contents of the Supervisory Work Folder upon request and may provide comments and information relevant to the contents of the work folder for inclusion in the file. Materials in Supervisory Work Folders, which are no longer pertinent to the supervisor and employee, shall be destroyed. Upon change of a supervisor, the entire Supervisory Work Folder will be transferred to the new supervisor.

SECTION 6. Supervisory notes (memory joggers) are for the sole use of the supervisor and not part of the Supervisory Work Folder and will not be transferred to the new supervisor in the event the employee is transferred.

SECTION 7. The Union will be given access to all employees' personnel records when accompanied by a written statement from the employee giving authorization for such records.

ARTICLE 16
PROBATIONARY EMPLOYEES

SECTION 1. The Employer agrees to provide probationary employees with the opportunity to develop and demonstrate their proficiency. During this probationary period, communication between the supervisor and the employee is encouraged.

SECTION 2. When the Employer decides to terminate a bargaining unit employee serving a probationary or trial period because his/her performance or conduct fails to demonstrate fitness or qualifications for continued employment, the Employer shall terminate the employee by notifying the employee in writing as to why he/she is being separated and the effective date of the action. The information in the notice will, at a minimum, consist of the Employer's conclusion as to the inadequacies of his/her performance or conduct.

SECTION 3. When the Employer proposes to terminate a BUE serving a probationary or trial period for reasons based in whole or in part on conditions arising before appointment (i.e. suitability) the notice of proposed action will be IAW applicable laws, rules, and regulations.

SECTION 4. Probationary employees have the right to union representation as specified in this agreement and pursuant to applicable law.

ARTICLE 17
PART-TIME EMPLOYEES

SECTION 1. This Article sets forth the different provisions applicable to Title 5 part-time employees. Part-time employees are also covered by the terms of other Articles in this Agreement to the extent consistent with applicable laws and regulations.

SECTION 2.

a. Part-time employees are defined by OPM and 5 CFR 340.

b. A part-time employee's hours may be extended beyond the 32 hour limitation for short periods of time to accommodate unexpected workloads or to provide necessary training. The Employer should not assign extra hours for more than four pay periods without considering whether to establish a temporary or permanent full time position in lieu of such assignment.

c. The Employer understand situations arise in which employees are unable to meet the requirements of the standard workweek, therefore, management has the ability to allow an employee to work on a part-time schedule. However, the Employer must first consider mission requirements and staffing needs prior to approving a request for part-time schedule

d. Employees who wish to have more information regarding part-time options are encouraged to contact their union representative.

e. Requests to change from full-time employment to part-time, or from part-time employment to full-time, will be discussed with the employee. If an employee submits a written request and the request is denied, the employee will be provided with written reasons for the denial.

f. If the Employer proposes to convert any full-time positions to part-time, the Employer agrees to meet any labor obligation in accordance with 5 U.S.C. 7106(b)(2) or (3).

g. A full-time employee shall not be required to accept part-time employment as a condition of continued employment. This does not preclude offering a part-time vacancy to a full-time employee in lieu of separation during a reduction-in-force.

h. An employee may request a temporary or permanent adjustment of an established part-time work schedule based on personal need or to permit participation in Agency approved details, other assignments, or training. The Employer will give full consideration to such request as described in paragraph e above.

i. The Employer agrees to provide part-time and full time employees on the same tour of duty equivalent access to employee activities, e.g., health facilities, and not to deny opportunities for attendance at Agency approved training courses solely because of part-time status.

j. Transitioning from full time to part-time may have an effect on employee entitlements, to include, but not limited to retirement, career tenure, completion of probationary period, within-grade increases, leave category rate, and time-in-grade restrictions on advancement. Prior to an employee accepting conversion to part-time status, the Employer will advise the employee in writing of the effects of converting to part-time employment as it relates to employee benefits.

k. Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Employer agrees to fully consider the employee's request as described in paragraph e above.

ARTICLE 18
MULTILINGUAL/BILINGUAL EMPLOYEES

SECTION 1. Purpose and Scope

a. This Article covers those employees who occupy positions that require the possession and use of multilingual or bilingual skills.

b. This Article also applies to employees who use multilingual/bilingual skills in their jobs.

c. Management will continue to give consideration to multilingual/bilingual employees for details, reassignments, leave approval, hours of work or any other conditions of employment, like all other employees.

d. Employees will not be disadvantaged in any condition of employment as a result of their use of multilingual/bilingual skills in their job.

e. Provisions of this Article also covers the use of languages other than English in the workplace.

SECTION 2. Definitions

a. Multilingual/bilingual means proficiency in a language or languages, in addition to English. This definition also includes American Sign Language.

b. Multilingual/bilingual skills and duties may include speaking, understanding, reading and writing.

SECTION 3. Appraisal Considerations

a. The Parties recognize that multilingual/bilingual duties may incorporate an additional workload for affected employees and that multilingual/bilingual duties often involve additional time, effort, and case complexities. For the purposes of assigning work and appraising employee performance the Employer agrees to consider the additional effort that may be required by multilingual/bilingual employees.

b. Progress reviews will reflect multilingual/bilingual performance contributions as appropriate, under applicable performance plans.

SECTION 4. Multilingual/bilingual service accomplishments may be an appropriate basis for the granting of awards.

SECTION 5. "Speak English Only" Rules

a. EEOC Regulation 29 C.F.R. 1606.7(a) provides that a rule requiring employees to speak only English at all times in the workplace is a burdensome term and condition of employment. Such a rule is presumed to violate Title VII. Therefore, any "Speak-English-Only" rule that applies to casual conversations between employees on break or not performing a job duty would be unlawful.

b. As of the date this CBA was approved, no "Speak English Only" rules, regulations or policies impact covered BUEs. In the event the Employer wishes to implement any "Speak English Only" rules into environments in which BUEs work, the Employer agrees to provide the Union with notice and bargain IAW Article 11 (Matters Appropriate for Consultation and Negotiations) of this CBA.

ARTICLE 19
TRAINING AND CAREER DEVELOPMENT

SECTION 1.
The Employer and the Union agree that the training and development of employees is important in carrying out the mission of the Employer. The Employer and the employee shall work together to identify training opportunities that employees may seek to enhance the performance of their assigned duties. The Employer will ensure that employees receive training necessary for the performance of their assigned duties. Availability and/or acceptability to take any given training may be based on external factors such as number of slots, availability of funding, requirements of training host, and other considerations.

SECTION 2. This Article covers the appropriate arrangements for employees to request training related to the performance of their assigned duties or professional development. The Employer maintains the right to approve or disapprove training at any time in accordance with 5 U.S.C. 7106(a).

SECTION 3. The Parties agree that nomination and/or selection of employees to participate in training and career development programs and courses shall be nondiscriminatory under applicable federal law and regulation.

SECTION 4. Training – Job Related (Technical and General)
a. If a training course is required as determined by management, the applicable Employer will cover the cost of the training course, including travel, if required. Nothing in the preceding sentence, however, is intended to alter or abridge any of the requirements of Article 29 (Official Travel) of this CBA. If it is determined by the Employer that a training course is not a requirement of the employee's current position, the employee and manager may work together to create opportunities for attendance that may include employee expense.
b. When training is required as part of a career ladder plan, the Employer is responsible for identifying and ensuring that it is available. Employees will proactively seek out, plan for, and attend the required training.
c. Employees may initiate discussions regarding individual training needs. Such discussions may or may not be directly linked to an Individual Development Plan (IDP).
d. Employees are encouraged to provide their supervisor and training coordinator, if applicable, feedback on any training they receive.

SECTION 5.
a. Career development for individual employees shall be encouraged through establishment of an IDP.
b. The Employer agrees, on an annual basis, to provide information and assistance, if necessary, to employees for the purpose and means of establishing/refining IDPs. The approving management official for IDPs will also be identified.
c. Due to the nature of their appointments, IDPs may not be appropriate for temporary employees.
d. Planning for continuous development must be anchored to the Agency's mission, goals, objectives, and needs, as well as be tied to the employee's work and career goals. Employees may initiate IDPs through their designated management official. The

designated management official will, if requested, assist the employee in the preparation of the IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of approval/disapproval or the need for modification.

SECTION 6. Training Programs

a. If a deficiency related to the performance of an employee's assigned duties is identified, or if the employee has interest in a specific training opportunity which would improve the efficiency of the federal service, the employee and the supervisor will have a discussion and determine the appropriate training need, if applicable.

b. Training nominations and/or approval will be based on the potential use of the training in the employee's current position, or IDP if any, and other criteria established by applicable law, rule or regulation. Nominating and approving officials will apply such criteria equitably.

c. When an employee is nominated for training the supervisor will consider the employee's IDP when submitting the nomination. Employees will be notified in writing of the approval/disapproval of their training request when practical. Should an employee's request for training, including training courses contained in an IDP, be disapproved for lack of resources, the employee may be re-nominated as funds later become available.

SECTION 7. Training Committee

a. Should the Employer establish a joint training committee, the union will be notified and provided the opportunity to participate. The Employer agree to consider the views of the Union through its participation in the training committee.

b. If the Union has specific training recommendations they should be provided to the Employer prior to the beginning of the 4th Quarter of the Fiscal Year for consideration in the next fiscal year's training plan.

SECTION 8.

a. The Parties agree that mentoring may provide benefits to BUEs. The purpose of mentoring is to foster the achievement of career goals and increase employee job proficiency.

b. The Parties further agree that mentors, typically experienced BUEs, will advise and offer guidance to junior BUEs (Mentees). Mentors typically gain satisfaction by sharing their knowledge and experiences when assisting mentees and contributing to the overall mission by expanding their knowledge base. Mentees can benefit from a mentoring relationship through enhanced proficiency, greater work satisfaction, and bolstering their potential for achievement and advancement.

c. With supervisory approval, mentors and mentees may be allowed a specific amount of time for mentoring that the supervisor determines will not substantially interfere with performance of their (mentors' and mentees') duties. Mentoring relationships may be terminated at any time by either the mentor or mentee.

SECTION 9. Educational Programs and Tuition Assistance.

a. Employees may obtain information regarding educational assistance programs from their respective training coordinators. An employee who wishes to receive tuition assistance may inquire with their Employer's training coordinator and/or their supervisor for information on the programs and the application processes.

b. The Parties recognize that a block of time for pursuing continuing education may be beneficial to the Government. If an employee has been approved for Academic Degree Training, the employee may be excused for up to 4 hours per course per week for a maximum of two courses per semester, subject to management approval. Duty time will only be considered when academic courses are not available during non-duty time or when some travel time during duty hours is required to attend class. Duty time will only be approved when a course is not offered outside of duty hours and/or an employee is unable to adjust his/her tour of duty to accommodate a course.

SECTION 10. Local Negotiation for Procedures Not Covered by this Article.
The Parties may bargain additional procedures concerning training opportunities which are appropriate subjects for bargaining IAW 5 U.S.C. Chapter 71.

ARTICLE 20

DETAILS, DEVELOPMENTAL ASSIGNMENTS, TEMPORARY ASSIGNMENTS, AND VOLUNTARY CHANGES

SECTION 1. This Article defines the processes, procedures, definitions and implementation strategy for Details, Developmental Assignments, Temporary Assignments and Voluntary Changes in position.

SECTION 2. Definitions

a. Details - A detail is the temporary assignment of an employee to a different position or statement of unclassified duties and responsibilities for a specified period of time. The employee will return to his/her original position at the end of the detail. There is no formal position change; officially, the employee continues to hold the position from which detailed and keeps the same status and pay. Employees do not have to meet the basic qualification requirements for the position to which detailed, except for any minimum educational, licensure, and certification requirements. Details may be approved for any legitimate management purpose and may be terminated at any time at the discretion of management. The duration of a detail shall not exceed the time period IAW controlling personnel system.

b. Developmental Assignment – Developmental assignments will be used to develop, sustain, and retain a multi-skilled and professional workforce that is trained to accomplish the mission. Professional Development assignments are an excellent avenue to gain the depth and breadth of knowledge, skills and abilities necessary to be highly competitive for increasingly and progressive management and leadership positions. Each Career Program (AR 690-950) has an Army Civilian Training, Education and Development System (ACTEDS) plan in place, which provides roadmaps for advancement and recommended experience at various grade and experience levels. The ACTEDS training catalog, published by the OASA (M&RA), contains many developmental assignment opportunities. Professional development is employee driven, and management supported, IAW with the employee's documented and approved career goals. Without employee consent, the Employer will have the authority to reassign the employee to the position, but it shall not be considered "developmental;" this kind of personnel action shall simply be referred to and tracked as a "reassignment."

c. Rotational Assignment - Rotational assignments are generally short term lateral assignments or predefined sequences of assignments of employees to other functions and components within the Agency. The purpose of rotational assignments is to develop greater overall capability and versatility within the staff in order to better accomplish the mission of the Agency. Such assignments are designed to develop employee skills, foster a greater understanding of the Agency's programs, develop greater cohesion and cooperation among the staff, and provide employees with broader experiences and new challenges. Although rotational assignments directly benefit participating employees, it should be emphasized that the operating needs of the Agency and its organizational components are of paramount concern when effecting rotational assignments. Although no employee is entitled to a rotational assignment, managers and supervisors should fully utilize the rotational assignments to develop staff knowledge, skills, and abilities. Agency employees can participate in rotational assignments, except for employees serving under temporary appointments or within other restrictions determined by mission, budget and staffing needs. An employee may be rotated to a vacant position or to an unclassified set of duties. Rotational assignments are normally not longer than a year.

d. Temporary Promotion - A temporary promotion is the temporary assignment of an employee to a higher graded position for a specified period of time, with the employee returning to his/her permanent position upon the expiration of the temporary action.

1. Under a demonstration project, the Employer is able to effect temporary promotions of not more than 12 months within a 24-month period without competition to positions within the demonstration project. If any temporary promotion under a demonstration project is needed beyond one year, or if the Employer wishes to maintain the possibility for the temporary promotion to become permanent, will be competitively offered prior to making the position permanent so eligible employees have an equal opportunity to compete for the temporary promotion.

2. Under the Acquisition Demonstration Project, Highest Previous Rate (HPR) shall not be used when setting pay for the employee upon return to previous position of record following the temporary promotion.

3. Under the General Schedule, the Employer is able to effect temporary promotions of not more than 120 days without competitive action to fill the position.

SECTION 3. Documentation

a. Details of more than thirty (30) calendar days will be documented IAW the process set forth in Chapter 14 of OPM's Guide to Processing Personnel Actions, dated March 2017, unless updated or superseded.

b. Detailed employees shall be given a job description to include a written statement of duties, hours of operation (if changed) and appropriate information to orientate the detailed employee to their detailed position; if such assignment is for more than thirty (30) calendar days. If a detail is directed by management and will require the employee to follow the personnel policies and procedures of the gaining organization, the Union will be notified.

SECTION 4. Selection Procedures

a. The Employer is responsible for (1) selecting employees for detail; (2) informing employees of duties and estimated duration; (3) establishing proper controls to ensure that details are recorded and terminated on time and (4) ensuring any extensions are requested sufficiently in advance for necessary approval. The Employer will provide notice of changes in working conditions, which are beyond a de minimis standard, IAW 5 U.S.C. Chapter 71 of the Statute.

b. Detail assignments entitle the selectee to a limited right of refusal. The Employer has the obligation to meet mission requirements in a timely manner, and retains the right to assign work consistent with applicable laws, rules, regulations and this CBA. When a detail position is initially offered to an employee, the employee may elect to refuse the assignment and, if so, will do so in writing. If such a refusal is tendered and the Employer choses to continue with the detail, management will advertise the detail assignment internally and solicit for interested candidates. If there are no other qualified volunteers as determined by management, or if the selection of anyone other than the employee initially offered the detail assignment is found to be detrimental to the mission, the Employer has the authority to direct the employee to accept the detail assignment as a condition of employment. In those circumstances where detriment to the mission is cited as cause for the non-acceptance of an alternate candidate, the detrimental circumstances shall be captured in writing and will be provided to the selected employee and the Union.

SECTION 5. Restriction on Lower-Graded Duties.

Should the requirements of the Employer necessitate an employee being detailed to a lower graded position, it will not adversely affect the employee's ability to compete for any job in which s/he would have been eligible had s/he not been detailed to the lower-level job.

SECTION 6. Performance during Temporary Assignments.

When an employee is assigned to a temporary position, the employee will be given a reasonable period in which to become proficient. If he or she cannot attain acceptable performance, serious consideration will be given to reassign the employee back to the previous position or a new position at the same grade level.

SECTION 7. Voluntary Reassignments.

Employees seeking voluntary reassignments shall be entitled to prompt and fair consideration of their requests within the constraints of the merit promotion system.

SECTION 8. Voluntary Demotion/Downgrades.

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.

b. The employee has been given an explanation of all other alternatives relevant to the particular case.

ARTICLE 21
TEST AND EMPLOYEE SELECTION

SECTION 1. Should the Employer decide to administer any test in connection with an employment application to further evaluate the applicant's job-related competencies/knowledge, skills and abilities for a bargaining unit position, the Union will be notified and provided a copy of the test.

SECTION 2. Duty Time.
BUEs will be granted duty time to take Agency-required internal tests that may be used for promotion and/or placement into a Bargaining Unit position. These tests will be uniformly applied to all Bargaining Unit applicants for the specified Bargaining Unit position.

ARTICLE 22
WITHIN GRADE INCREASES AND QUALITY STEP INCREASES

SECTION 1. Definitions.

a. Acceptable Level of Competence - An employee will be considered to have attained an acceptable level of competence when s/he is currently performing at the fully successful or better level under the performance appraisal system, and such performance is documented by a rating of at least fully successful/satisfactory.

b. Waiting Period - The term waiting period refers to the minimum time requirement of creditable service to become eligible for a WIGI.

c. Within-Grade Increase (WIGI) - The term WIGI means a periodic increase in an employee's rate of basic pay from one step of the grade of his/her position to the next higher step.

d. Quality Step Increase (QSI) - A quality step increase is separate from a WIGI and used to recognize and reward General Schedule (GS) employees at any grade level who display outstanding performance. A QSI has the effect of moving an employee through the GS pay range faster than by periodic step increases alone. In order to be eligible for a QSI, the rated employee must:

1. be below step 10 of their grade level; and
2. have received the highest rating available under their performance management program; and
3. have demonstrated sustained performance of high quality; and
4. not have received a QSI within the preceding 52 consecutive calendar weeks.

SECTION 2. Basis for Granting or Denying.

a. WIGIs will be granted or denied on the basis of whether an employee attains an acceptable level of competence and meets other statutory requirements. The decision to grant or withhold a WIGI may only be applied in the instance that the employee's performance evaluation is handled under the Department of Defense Performance Management and Appraisal Program (DPMAP).

b. Denial of a WIGI may not be used in lieu of disciplinary action.

c. At any time during a rating period, when a supervisor's evaluation leads to a conclusion that an acceptable level of competence is not being met, the supervisor will start the appropriate performance improvement methods to include the withholding of a WIGI if appropriate. IAW 5 U.S.C. 5335 and 5 CFR 531.404, the determination to withhold a scheduled WIGI must be based upon "the employee's most recent rating of record". If the decision to withhold a scheduled WIGI is not consistent with the employee's most recent rating of record, a new rating of record must be issued before the employee is notified of the decision to withhold the WIGI.

SECTION 3. Denials.

If the WIGI is to be denied, the employee will be given the supervisor's official determination in writing. 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 WIGI; and

c. the right to request a reconsideration not more than 15 business days after receiving the negative determination; and

d. the statement: *Pursuant to 5 U.S.C. 5335(c), an employee is entitled to an opportunity for reconsideration of the determination*

and if the determination is affirmed on reconsideration, the employee is entitled to appeal to the Merit Systems Protections Board.; and

e. the name of the official to whom the employee may submit a request for reconsideration; and

f. that an employee and/or his/her representative, in duty status, shall be granted a reasonable amount of official time (union representative) or duty time (employee) to review material relied upon to support the negative determination and to prepare a response to the determination; and

g. that an extension of the time period for making a reconsideration presentation may be granted upon request to the reconsideration official.

SECTION 4. Additional WIGI Considerations.

a. Where an employee has been assigned to a present supervisor for less than ninety (90) calendar days, and that supervisor cannot adequately assess the employee's performance, he/she shall secure the written reviews of the employee's prior supervisor before making a performance determination. A copy of this document will be given to the employee.

b. Normally, it will be apparent to both the employee and the supervisor that a scheduled WIGI will/will not be approved through information exchanged during the performance evaluation and performance counseling process. Under unusual circumstances, the justification to deny a scheduled WIGI may not become apparent until immediately before a WIGI is due. When this occurs, and the supervisor determines that the authorization of the WIGI is inappropriate on the basis of inadequate performance, the supervisor will:

1. if necessary, provide the employee with a new rating of record, consistent with the requirements identified in Section 2c of this Article; and

2. provide the employee with notification that the WIGI will be granted as soon as the employee is eligible.

3. generally provide the employee with requisite notice of the decision to withhold the scheduled WIGI not less than 30 days prior to when the WIGI was scheduled to be applied to the employees pay.

4. If the supervisor fails to meet the requirements specified within Section 4(b) of this Article, the supervisor will provide a written explanation to the employee describing why the requirements were not met. Said written explanation shall be provided to the employee within ten (10) business days of the delivery of notice that the WIGI has been withheld. If, based on the written explanation provided by the supervisor, the employee is not satisfied that the supervisor's decision to withhold the scheduled WIGI less than thirty (30) business days prior to the scheduled date of the WIGI was improper/unfairly executed, the employee may choose to bring a grievance under the Negotiated Grievance Procedure. Such a grievance, if brought, will not be considered to constitute an appeal of the decision, itself. Rather, the grievance shall be limited only to whether the process used to make the decision was conducted fairly, and IAW the terms of this CBA.

5. WIGI denials shall contain instructions, IAW Code of Federal Regulation or other legal authority, for seeking a reconsideration of the denial.

6. A statement that the employee may have a local union representative when presenting a request to the reconsideration official; and

7. A statement that the employee may appeal via the appropriate procedure the basis for the negative determination in person and/or in writing; and

8. An explanation that the employee may be considered for a WIGI at any time during the next 52 weeks if the employee demonstrates an acceptable level of performance.

SECTION 5. Exceptions.

a. Delays of Acceptable Level of Competence Determinations – The employee shall be informed in writing whenever his/her acceptable level of competence determination is being delayed IAW OPM regulations. The employee shall be informed of the reasons for delay and the specific requirements for performance at the acceptable level of competence.

b. Waiver of Requirement to Make Acceptable Level of Competence Determinations - An acceptable level of competence determination shall be waived and a WIGI granted when an employee has not served the minimum period in any position under an applicable agency appraisal system during the final 52 weeks of the waiting period for the reasons specified in 5 CFR 531.409(d).

SECTION 6. Redeterminations

a. After a determination is made that an employee's job-related activities are not at an acceptable level and a WIGI is withheld, the determining official may grant the WIGI at any time when in his/her judgment the employee has demonstrated sustained total performance at an acceptable level of competence. In such cases, a new, "successful" rating of record shall be issued, and the WIGI will be effective the first day of the first pay period after the acceptable determination is made.

b. After withholding a WIGI, the supervisor will determine whether the employee's total performance is at an acceptable level of competence. If the new determination is favorable the employee will receive the WIGI and the effective date of the WIGI will be the first day of the first pay period after the acceptable determination has been made. If the new determination is unfavorable, the employee will receive written notice and may be subject to performance improvement measures if not already implemented.

SECTION 7. When, due to administrative error, oversight or delay, a positive determination is made after the waiting period is completed, the effective date of the WIGI shall be retroactive to the original due date.

ARTICLE 23
CONTRACTING OUT BARGAINING UNIT WORK

SECTION 1. Periodic Briefings.
Periodic briefings will be held with Union officials to provide the Union with information concerning any Employer decisions that may impact BUEs in implementing Office of Management and Budget (OMB) Circular A-76.

SECTION 2. Site Visits.
The Employer will notify the local union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by BUEs. A local union representative may attend such a site visit.

SECTION 3. Union Notification.
When the Employer determines that unit work will be contracted out, the Employer will notify the Union to provide them an opportunity to request to negotiate as appropriate.

SECTION 4. Employee Placement.
When employees are displaced as a result of a decision to contract out, the Employer will follow applicable Agency RIF procedures as outlined in Article 24 (Reduction in Force/Transfer of Function) of this CBA.

SECTION 5. Inventory of Commercial Activities.
Refer to the Federal Activities Inventory Reform (FAIR) Act.

ARTICLE 24
REDUCTION IN FORCE/TRANSFER OF FUNCTION

SECTION 1. Purpose.

This Article establishes and describes the procedures the Employer will take in the event of a reduction-in-force or transfer of function, as defined in this Article. It is also intended to protect the interests of employees while allowing the Employer to exercise its rights and duties in carrying out the mission.

SECTION 2. Applicable Laws and Regulations.

The policy, procedures, and terminology established in this Article are to be interpreted in conformance with:

a. 5 U.S.C. 3501-3504

b. 5 CFR Part 351

c. 29 CFR 1614.104

d. 5 U.S.C. 7501(2)

e. 5 CFR 330, Subpart B, Reemployment Priority List (RPL)

f. Federal Register Notice (FRN) / Vol. 66, No. 210 / October 30, 2001 III. Personnel System Change, G. Reduction-in-Force (RIF), Procedures for the S&T Reinvention Laboratory Personnel Demonstration Project (S&T Demo) within CECOM/CERDEC and any applicable and appropriately implemented amendments required by laws or regulations.

g. Federal Register Notice (FRN) 82 FR 52104, dated November 9, 2017. 2017 Federal Register Notice for the Civilian Acquisition Workforce Personnel Demonstration Project (Acq Demo).

SECTION 3. Application.

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

SECTION 4. 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 or her competitive level, by separation, demotion, reassignment requiring displacement, when the release is required because of a lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to an erosion of duties when such action will take effect after an Employer has formally announced a RIF in the employee's competitive area.

b. Transfer of Function. The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area affected; or the movement of the competitive areas in which the function is performed to another commuting area.

c. Competitive Area. That part of an Employer within which employees are in competition for retention. S&T Demo and

AcqDemo projects' competitive areas are codified in the applicable FRN/Operating Guide.

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

e. Undue Interruption. A degree of interruption that would prevent the completion of required work within the allowable limits of time and quality. For example, depending upon the pressures of priorities, deadlines, and other demands, an ordinary work program probably would be unduly interrupted if performance of the critical elements of a position were not regained within ninety (90) calendar days.

SECTION 5. Freezing of Vacancies.

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

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 and has the highest retention standing as determined IAW applicable law. Employee entitlement to this special consideration shall be determined IAW Section 22 of this Article.

SECTION 6. Union Notification.

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

b. IAW 5 C.F.R. § 351.801(a)(2), formal written notification shall be given to the appropriate union representative. This notification shall be forwarded to the appropriate union representative at least forty-five (45) calendar days prior to the notice to the affected unit employees.

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

1. the reasons for the action.
2. the approximate number of positions affected and their pay plan (GS, WG, or specific demonstration pay bands).
3. the approximate date of the action.

d. IAW Chapter 71 of Title 5 U.S. Code, the Employer will, upon request, bargain with the Union over the actions covered by this Article.

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

SECTION 7. 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 IAW applicable rules and regulations.

b. Inform all employees of the extent of the affected competitive area, the regulations governing such action and the methods of assistance provided to affected employees.

c. Maintain and publicize a list of vacancies Employer-wide and ensure all employees are aware of the inventory of recruitments available via the appropriate website (as of the date of this contract, USAJOBS).
d. Conduct a placement program within the Employer 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 8. Employee Notification.
a. For RIFs affecting 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 information required by this Article.
b. An employee is entitled to a new notice period of sixty (60) calendar days if the Employer decides to take a more severe RIF action than that specified in the original notice with respect to that employee. New notice is not required when the Employer takes a lesser action than that specified in the original notice.

SECTION 9. Content of Notices.
a. Specific Written Notice of Separation Information. The specific written notice of separation 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 compensation date and the last three annual performance ratings of record within the last four years (or what is applicable to the appropriate Demonstration Project).
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 reason(s) for retaining a lower standing employee in the same competitive level because of a continuing exception.
7. the reasons for retaining a lower standing employee in the same competitive level for more than ninety (90) calendar days because of a temporary exception.
8. grade and pay retention information.
9. notice of eligibility for reemployment and other placement assistance.
10. information on benefits (e.g., severance pay, unemployment compensation, health/ life insurance if applicable, lump sum payments).
11. employees will receive a statement of their estimated severance pay (if applicable). Severance pay will be paid in the maximum amount allowed under law.
12. the employee's grievance or appeal rights.

b. In Case of Errors. Employees who contend the specific notice of separation contains errors or is not IAW their employment

history may submit their contention to the Employer's HRO within thirty (30) calendar days of receipt of the notice. Employees are able to review their employment history, tenure group, Service Computation Date, and other pertinent data, via MyBiz, accessible to all Employer's employees at any time. In the event the employee discovers a discrepancy which the employee believes will have impact on RIF standing it is incumbent on that employee to provide evidence of discrepancy to the servicing CPAC. This is not meant to alter the provisions of the negotiated grievanceprocedure.

SECTION 10. Personnel Files.

a. Union Review. The Union may review any BUE's eOPF at the employee's request in writing 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) calendar-day window period prior to issuance of any specific notices for employees to update the information in their eOPF.

SECTION 11. Retirement Eligibility.

The use of exceptions to the order of release regarding sick and annual leave will be IAW the provisions of 5 C.F.R. § 351.608 and other applicable law.

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 IAW applicable rules and regulations.

SECTION 13. Retention Register.

A sanitized copy of · the retention register (in compliance with the Privacy Act) for BUEs affected by the RIF will be made available to the Union at the same time notices are issued.

SECTION 14. Employee Use of Employer Facilities.

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of RIF under this Article will be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment:

a. Telephone.

b. Reproduction equipment (e.g. printer).

c. Activity messenger mail.

d. Up to 10 hours of counseling.

e. Use of e-mail.

SECTION 15. Employee Use of Excused Time.

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of RIF under this Article shall be entitled to reasonable time while otherwise in a duty status without charge to leave for:

a. Preparing, revising and reproducing job resumes and/or job application forms.

b. Preparing for employment interviews within the Department of Defense.
c. Using the telephone to locate suitable employment.
d. Reviewing announcements, etc. on applicable websites.

SECTION 16. Performance Appraisals.

a. Determining Eligibility for Additional Credit. Except for employees who are re-rated after a period allowed in 5 CFR 430, annual performance appraisals for purposes of retention standing will be frozen sixty (60) calendar days prior to the effective date of the action. The three (3) latest annual appraisals of record prior to the freeze (or IAW the applicable Demonstration Project rules/processes) will be used to determine eligibility for additional credit toward an employee's service computation date. Only valid annual performance evaluations shall be used. In situations where the Employer has elected to authorize the use of Personnel Demonstration Projects (e.g. Acquisition Demo, or S&T Demo) in the place of the Defense Performance Management Appraisal Program (DPMAP), total performance scores and years of service credit computation is codified in the applicable FRN but may be subject to bargaining, IAW 5 U.S.C. Chapter 71, upon modifications/amendments specifically to the computation of performance scores and service credit.

b. Valid Rating. To be creditable for purposes of computing additional service credit, a rating must have been issued to the employee with all-appropriate reviews and signatures.

SECTION 17. Release from Competitive Level.

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

SECTION 18. Employee Response to Specific Notice.

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

SECTION 19. Displaced Employees.

The Employer shall provide any employee to be separated by RIF or transfer of function with the appropriate information available to them (e.g., unemployment benefits).

SECTION 20. Details.

Employees on detail will not be released during a RIF from the position to which they are detailed but, rather, from the affected employee's permanent position of record.

SECTION 21. Transfer of Function.

a. When a 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 these affected employees, the Employer may solicit volunteers from the competitive area; or

2. offer the transfer to the employees who are occupying the positions being transferred.

b. If the Employer chooses the first option (as in a(1), above) 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 that is gaining the function, the losing competitive area 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 area, inverse order of retention standing will be used to determine which employees will be transferred.

c. Whenever possible, affected employees who do not volunteer to be transferred shall be reassigned to vacant positions for which they are qualified within the competitive area, or separated at the conclusion of the transfer.

d. In the event of forced reassignments that do not meet the definition of transfer of function, the Employer will notify the Union IAW Article 11 (Matters Appropriate for Consultation and Negotiations) at least sixty (60) business days prior to the effective date of the action.

SECTION 22. Special Consideration.

a. After the issuance of a specific RIF notice, and before the effective date of the RIF, affected employees notified of change to lower grade or separation will be placed into vacancies as they occur according to the following procedures:

1. The Employer makes 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, who possesses the requisite knowledge, skills and abilities for the position without undue interruption shall be assigned the position.

3. Employees may not be placed into positions at a higher grade/pay band or that have a higher promotion potential than the position previously held.

b. After the effective date of a RIF, affected employees changed to a lower grade/separated by a RIF will receive special consideration for re-promotion/selection to bargaining unit vacancies as they occur according to the following criteria:

1. IAW the provisions set forth in the Department of Defense Priority Placement Program.

2. Career or career-conditional employees serving under an appointment in the competitive service, separated by a RIF are eligible for the Employer's Reemployment Priority List (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 date and keep the Employer informed of significant changes in information provided in the application.

(a). Career employees 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.

3. The Agency will determine whether or not to fill a specific vacancy.

4. If the vacancy is to be filled, the employee on the RPL with the highest retention standing 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.

5. Selecting officials shall give priority consideration to candidates referred under this procedure. In the event that a selecting official declines to select a referred candidate, he or she shall document the reasons for the non-selection in writing.

ARTICLE 25
DUES WITHHOLDING

SECTION 1. Payroll Deductions.

Any BUE(s) may have regular and periodic dues, fees and assessments withheld through payroll deductions if the employee voluntarily completes SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, or its equivalent and has sufficient compensation to cover the amount of the allotment.

SECTION 2. Union Responsibilities.

a. The Union will inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.

b. The Union will forward any SF-1187 and any SF-1188, within five (5) calendar days to the appropriate servicing personnel office when such forms are submitted to the Union.

c. The Union will inform the employee's servicing personnel office of the name of any participating employee on dues check off, who has been expelled or ceases to be a member in good standing of the Union as soon as possible.

d. The Union agrees to inform the servicing personnel office of changes in the following:

1. the title and address of the individual local Union official responsible for certifying on each employee's authorization form the amount of dues to be withheld.

2. the title and address and/or payee of the individual local Union’s electronic account.

3. changes in dues amounts in either single or multi-level dues structures. Changes in the amount of allotments over which the Union has control may not be made more than three times during a calendar year. Changes in the amount of allotments over which the Union does not have control may be made when required by an outside party. If the amount of the regular dues is changed by the Union, the President of the Union or his/her designee will notify the Labor Relations Specialist within each organization, at least six (6) calendar days prior to the change of the new rate and the effective date of the amended dues structure. The new rate will be withheld as soon as possible after receipt of notice, unless the Union specifies a later date. New SF-1187s will not be required.

SECTION 3. Management Responsibilities.

It is the responsibility of management to:

a. Process voluntary allotments of dues IAW this Article. Dues changes and SF-1187s will be processed on a timelybasis. Input exceptions will be corrected and re-input at the earliest practicable time.

b. Withhold employee dues on a biweekly basis.

c. The Employer will provide the Union with a bargaining unit roster monthly. This roster will include:

Name (Last, First M.)

Pay Plan - Series - Grade

Position Title

Command Description (CECOM/CERDEC/PEO-C3T)

Organizational Component 2 Description (Directorate or Division, etc.)

Employee's Government issued email address

Dues Withholding Status (Dues Paying or Non-Dues Paying)

d. Upon request from an employee, furnish and process SF-1188s IAW the terms and conditions specified on SF-1187s and this agreement. If employee files an SF-1188 through the Agency, the Agency rep will return a processed SF-1188 to the employee that annotates the effective date of the change in dues withholding which will not become effective until the first pay period which begins on/after the twelve month obligation is met.

e. The allotment will be terminated by the employer when the servicing payroll office receives a properly executed SF-1188 from either the employee or the Union. Conditions under which an allotment will be terminated IAW the Statute are as follows:

1. If the Union loses its certification to the bargaining unit, or if this Agreement is suspended or terminated by appropriate authority. The termination will be effective at the beginning of the first pay period following the effective date of the loss of certification or termination or suspension of this Agreement.

2. When an employee ceases to be a member of the bargaining unit because this collective bargaining agreement is no longer applicable to them IAW the Statute, the employee will be responsible for submitting an SF-1188 no later than the end of the payroll period in which the employee last served in a position covered by the Certified Bargaining Unit.

3. The Union will notify the Labor Relations Specialist within each organization, within one pay period when an employee with a current allotment authorization ceases to be a member in good standing. Upon receipt of notice from the Union that the employee is no longer a member in good standing, the allotment will be terminated at the beginning of the first pay period after receipt by the payroll office of such notification.

4. When an Employee chooses to no longer pay dues to the bargaining unit, the employee will submit a properly executed SF-1188 to the Agency and to the Union concurrently, if the request is made within the first year, the allotment will be terminated the first full pay period after the allotment's anniversary date.

SECTION 4. Employee Responsibility.

a. An employee may voluntarily stop payment of their periodic dues withholdings, after their initial one (1) year obligation is met. If an employee wishes to stop their periodic dues withholdings it is the employee's responsibility to properly complete an SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues. Once the form is completed, the employee must submit the form to their Payroll Customer Service Representative (CSR) for processing. If the employee is not sure who their Payroll CSR is, he or she may contact their Human Resource Office, CPAC or union representative for guidance.

b. In the event that a personnel action is processed which renders a bargaining unit employee who has elected to pay dues through payroll deduction ineligible for bargaining unit participation, it is incumbent upon the Employer to remove them from payroll deduction.

c. Any non-BUE may pay union dues via a discretionary allotment, and not by dues withholding.

SECTION 5. Effective Dates

Effective dates for dues withholding actions will be as follows:

Action: Starting dues withholding
Effective Date: Beginning of the first pay period after submission of properly executed SF-1187(s).

Action: Revocation by employee
Effective date: Revocations by BUEs will be effective on the first full pay period following submission of a properly executed SF-1188 or following the one (1) year anniversary date, whichever is later. If management does not have the employee's original form SF-1187 to establish the anniversary date, the union will provide a copy from their files within fourteen (14) calendar days.

Action: Termination due to loss of membership in good standing
Effective Date: Beginning of the first pay period after Union notifies servicing payroll office.

Action: Termination due to movement to a position outside the unit of recognition
Effective Date: Employees in this situation will be notified in writing that a personnel action has been processed (e.g. eOPF) indicating a change in bargaining unit status (BUS) code has occurred and if paying union dues those union dues will be cancelled. Employees paying union dues should contact AFGE regarding continuing dues payment through the discretionary allotment process.

Action: Suspension due to (as documented on anSF-50) to a position outside the unit of recognition
Effective Date: Employees in this situation will be notified in writing that a personnel action has been processed (e.g. eOPF) indicating a change in bargaining unit status (BUS) code has occurred and if paying union dues those union dues will be cancelled. Employees paying union dues should contact the payroll office regarding continuing dues payment through the discretionary allotment process.

Action: Changes in dues amount
Effective Date: First full period after acceptance of the change unless a later date is specified by the Union.

Action: Transmission of electronic remittance to the Union
Effective Date: The Parties have the expectation the payment will be initiated within 10 working days with the understanding that the Parties have no control over DFAS processing the remittance.

Section 6. Disputed Eligibility.
When the Employer determines a position subject to dues withholding is no longer eligible for such deduction, the Union will be notified in writing. If the Federal Labor Relations Authority determines that an employee who had authorized dues withholding should not have been removed from the bargaining unit, the Union reserves the right to pursue recovery of the unpaid dues through the Negotiated Grievance Procedure.

ARTICLE 26
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1.

a. The Employee Assistance Program (EAP) is an employee benefit established to help employees with problems that may affect their well-being and their ability to do their jobs. The Employer and the Union agree to work together to promote the availability of EAP services when appropriate. An employee who is interested in this program should contact their supervisor, Human Resources Office, the Union, or the Employee Assistance Program Coordinator (EAPC).

b. The purpose of the Department of the Army's EAP is to provide screening/assessment, and short-term problem solving and/or referral services for employees who self-refer or whom management refers for alcohol and/or drug abuse or any other problems that are adversely affecting the employee's job performance and/or conduct. The EAPC provides short-term guidance, education, and mediation and referrals for civilian employees for resolution of alcohol and/or adult living problems. Referral services may include, treatment, rehabilitation, follow-up drug testing and reintegration back into the workforce. Adult living problems may include physical, emotional, financial, marital, family, legal, or vocational issues. Employees are encouraged to voluntarily seek assistance at the earliest onset of any sign of alcohol and/or drug abuse or any adult living problem. Supervisors will contact the CPAC when alcohol misuse, drug abuse, or other personal problems are suspected to be adversely affecting an employee's job performance and/or attendance.

SECTION 2. A supervisor who has a reasonable basis for concern of an employee's well-being, or the safety of that employee or others, may suggest the employee report to the EAP on duty time and without charge to leave or loss of pay.

SECTION 3. Employee participation in the program is voluntary. This program is available to all employees and the Parties recognize that employee's participation in this program will be kept in a confidential manner consistent with applicable laws, rules, regulations and this Agreement. Information about an employee participating in an EAP may not be disclosed to the Employer without the employee's signed consent. However, the employee's status/attendance in such a program may be provided to the Employer. Should the Agency become aware of performance or conduct issues as a result of an employee's participation in EAP, the Agency agrees to consider participation as a mitigating factor when making decisions about appropriate disciplinary or adverse actions. The Employee's job security, promotional opportunities, or performance rating will not be jeopardized solely by participating in the EAP's problem solving or referral services. Parties agree this Section does not preclude actions that may be required regarding internal security issues or required follow up administrative actions.

SECTION 4. Employees shall be permitted up to one (1) hour of administrative leave for each visit, up to six (6) visits, to meet with an EAPC representative regarding an adult living problem during the assessment and referral phase of the EAP. Requests will be made to the employee's first line supervisor in advance before leaving the workplace, where practicable. Absences during duty hours for rehabilitation or treatment must be requested and charged to the appropriate leave category, IAW existing leave procedures and regulations.

SECTION 5. The Parties agree there may be times where an employee elects to use or be referred to outside counseling services/treatment. Should any counseling appointment or treatment require an absence from duty, the employee must request appropriate leave IAW established leave procedures (e.g. Annual, Sick, Leave without Pay and or invoke the Family Medical Leave Act). However, use of administrative leave is only available for access to EAP IAW Section 4 of this Article.

ARTICLE 27
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Policy.

The Employer is committed to promoting equal employment opportunity through a positive, continuing effort involving all policies, programs, objectives, practices, and personnel with the goal of a workforce free from discrimination because of race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or over), disability (mental or physical), reprisal or genetic information.

SECTION 2. Complaints of Discrimination.

a. An employee who believes he/she has been discriminated against based on any of the protected categories listed in Section 1, must contact the servicing EEO office within forty five (45) calendar days of the date the alleged discriminatory act, or in the case of a personnel action, within 45 days of the effective date of the action.

b. Representation during the complaint process and notice to the Union of formal discussions.

1. If an employee chooses to file an EEO complaint under the statutory procedure, at any stage in the complaint process (including the pre-complaint process), he/she has the right to have a representative of his/her choosing, including a union representative, so long as the representative does not pose a conflict with his/her official or collateral duties.

2. Once the notice of right to file an EEO complaint has been issued and a formal EEO complaint has been filed, to the extent that an Agency official wishes to engage in a formal discussion pursuant to 5 U.S.C. Chapter 71 with a BUE concerning an EEO complaint, the Agency will provide advance notice to the union of the discussion. The Parties acknowledge that the Federal Labor Relations Authority has ruled that formal EEO complaints amount to grievances as that term is used in the Federal Labor Relations statute and that settlement discussions in connection with a formal EEO complaint amount to formal discussions, requiring notice to the union. In the event that either Party believes that the law on this subject changes, that Party may seek to reopen this provision for bargaining consistent thereof. Nothing in this paragraph, however, precludes either Party from arguing that the particular facts of any EEO situation should warrant a different result, that any prior decision should be limited to its facts, or that a prior decision should be overruled or overturned. To state it another way, nothing in this paragraph shall preclude or diminish any legal arguments that either Party wishes to make concerning the state of the law or the application of law to existing facts.

SECTION 3. Management Directive 715 (MD-715).

a. The Employer will upon request provide the Union with the Equal Employment Opportunity Commission's (EEOC) Management Directive (MD) 715 policy guidance, standards and reporting requirements. If any of these procedures change, the Employer will inform the Union to the extent required by 5 U.S.C. Chapter 71 prior to implementation.

b. The Employer will upon request provide a copy of the annual EEOC MD 715 Report to the Union; (a) CECOM annual report (b) RDECOM report for CERDEC and (c) ASA(ALT) report for PEO C3T.

SECTION 4. Employee Evaluation.

Employees who use authorized duty time (IAW 29 C.F.R. and the terms of this Article) in EEO activities who otherwise would be in a duty status will not be disadvantaged on their appraisals for approved absences to participate in functions authorized under this Article.

SECTION 5. Reasonable Accommodations for Employees with Disabilities.

a. IAW Section 501 of the Rehabilitation Act of 1973, as amended, and other Government-wide rules and regulations pertaining to the employment of individuals with disabilities, the Parties are committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities.

b. The Employer will provide an effective accommodation to the known physical or mental limitations of qualified individuals with a disability, regardless of type of appointment, IAW law, unless the Agency can demonstrate that the specific accommodation the employee requests imposes an undue hardship on the operation of the Employer's program IAW the Rehabilitation Act of1973 as amended.

If requested, the agency will provide an employee with information on filing a request for reasonable accommodation. An employee may request reasonable accommodation orally or in writing through an appropriate agent. If an employee initiates a request for reasonable accommodation through an Agency supervisor, the supervisor will notify and refer employee to the Employer's Disability Program Manager (DPM).

Only the DPM may determine whether medical information is needed and, if so, may request such information from the requestor and/or the appropriate health professional, if approved in writing by the requester. The DPM may share certain information with an employee's supervisor or other agency official(s) as necessary to make appropriate determinations on a reasonable accommodation request. Under these circumstances, the DPM will inform the recipients about these confidentiality requirements, and obtain the written consent of the employee seeking accommodation regarding the specific information to be shared, and the names of the Agency Representatives to whom the information will be disclosed. The information disclosed will be no more than is necessary to process the request. In certain situations, the DPM will not necessarily need to reveal the name of the requestor and/or the office in which the requestor works, or even the name of the disability. The DPM, in coordination with subject matter experts, will make the determination if the medical information is appropriate, sufficient and/or additional information is needed. If the individual is unable to provide sufficient medical documentation, the Agency may request that the individual be examined by a health care professional of the Agency choice and expense. An employee's written refusal to submit requested medical information or to submit to a medical examination by a health care professional of the agency's choosing does not absolve the Agency of its obligation to provide a final decision in writing, based on the information available IAW applicable regulations. . If an individual has already submitted medical documentation in connection with a previous request for accommodation, the individual should immediately inform the DPM of this fact.

Pursuant to the Rehabilitation Act, medical information and records obtained and maintained in connection with the reasonable accommodation process must be kept confidential. This means that all medical information obtained in connection with a request for reasonable accommodation must be kept in files separate from the individual's personnel file.

A supervisor or office director who believes that an employee may no longer need a reasonable accommodation should not approach the employee, but should contact the DPM. The DPM will decide if there is a reason to contact the employee to discuss whether s/he has a continuing need for reasonable accommodation.

c. 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 Agency program(s) as defined above.

d. Both Parties agree that reasonable accommodation means an adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the duties of that position. The Employer will eliminate undue delay in considering requests for reasonable accommodations for employees with disabilities despite general fiscal constraints. Such accommodations are to be considered as exceptions to the general restrictions and will be evaluated on a case-by-case basis with regard to the merit of the request.

e. Should a non-probationary employee become unable to perform the essential functions of his or her position even with reasonable accommodation due to a disability the agency shall offer to reassign the employee when a funded vacant position is available and the other conditions in 29 CFR 1614.203(g) are met.

f. As in the case with all BUEs, employees with disabilities may seek Union assistance and/or representation on their individual concerns, consistent with the terms of this agreement.

ARTICLE 28
DEPENDENT CARE

SECTION 1. Policy and Purpose.

The Parties agree to support employees in balancing the responsibilities of work and family. This Article addresses the work life balance flexibilities authorized for employees who may be providing dependent care. The Agency will continue to seek funding to support child care program for its employees. The employee must meet eligibility requirements of the program. These programs are not an entitlement and are subject to the availability of funds, which may be discontinued at any time.

SECTION 2. Family Medical Leave Act.

Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of 12 workweeks of unpaid leave during any 12-month period for the following purposes:

a. the birth of a son or daughter of the employee and the care of such son or daughter;

b. the placement of a son or daughter with the employee for adoption or foster care;

c. the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or

d. a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.

e. any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Refer to Article 33 (Employee Leave) of this CBA, for more information on FMLA.

SECTION 3. Facilities.

IAW 40 U.S.C. 590, the Agency may provide space, equipment, furnishings and other services that the Agency determines necessary to support the operation of each Installation child care facility.

SECTION 4. Miscellaneous.

The Union will be kept informed of the child care initiatives as required IAW 5 U.S.C. Chapter 71.

SECTION 5. Lactation.

a. An employee must be granted reasonable time to express breast milk for her nursing child each time she has a need to do so for 1 year after the child's birth.

b. A bathroom, even if private, is not a permissible location. The location provided must be functional (a small table, a chair, and one electrical outlet) as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public. There should be a sink nearby if there is not one available in the

lactation room.

c. Employees will not be required to sign a Lactation Program Agreement to use agency space for lactation purposes. However, employees may be requested to sign an acknowledgement statement regarding use of an agency health unit facility for lactation purposes.

d. Employees who wish to express breast milk and have any questions regarding their right, may contact their union representative or Human Resource Office.

SECTION 6. Telework.

a. Employees with approved telework agreements may be required to telework IAW the Employer's Contingency of Operations Plan (COOP) for emergency situations during which the Installation is unavailable for the conduct of government business. These COOP scenarios include situations where inclement weather or other unforeseen/uncontrollable events (usually, emergencies) lead to temporary/prolonged closure of one or both campuses of Aberdeen Proving Ground. If an employee is required to work from his/her approved telework locations when his/her duty station is closed and the employee is requesting annual leave due to closure of a dependent's school or child care facility, liberal leave procedures will be in effect. Liberal leave refers to any unscheduled leave federal employees may take in the event that extreme weather, or a similar emergency, prevents them from coming in to work as usual.

b. Telework should not be used in conjunction with dependent care. For clarification, dependent care is caring for a child and/or elder who is not independent, but rather dependent on the employee for care (e.g. a teen-age child or elderly relative might also be at home with the teleworker, after school or during the day, as long as they are independently pursuing their own activities).

ARTICLE 29
OFFICIAL TRAVEL

SECTION 1. Authorization to Travel.

Employees shall obtain advanced approval from their supervisor prior to starting any travel for an authorized purpose. Should the agency propose changes to the government travel card program, JTR or local travel policy and there is a duty to bargain under 5 U.S.C. Chapter 71, notice and opportunity to bargain will be provided to the Union consistent with the procedures in Article 11 (Matters Appropriate for Consultation and Negotiations) of this CBA.

SECTION 2. Compensation and Travel.

a. BUEs may be required to perform essential travel away from their official duty station on behalf of the Agency. Travel should be arranged and scheduled so as to minimize the effect of such travel on employees. Travel reimbursement will be paid IAW the DOD Financial Management Regulations and the Joint Travel Regulations (JTR).

b. To the maximum extent practicable, travel shall be scheduled so that the employee performs travel during his/her regularly scheduled work hours. Should this not be possible the employee shall be compensated accordingly. Such compensations will be IAW applicable law, rule, or regulation. The Agency may require an employee to follow the schedule at the temporary duty (TDY) station during pay periods he/she travels and/or works at the TDY location.

c. If an employee becomes aware that he/she cannot travel home during normal duty hours, he/she shall contact his/her supervisor to request authorization to travel during non-duty hours, whether in whole or in part. In such circumstances, the employee will be compensated IAW applicable law, rule, or regulation.

d. For other than local travel, employees will be provided with travel authorizations prior to traveling away from their official duty station per JTR. For local travel, employees will follow the JTR and APG local travel policy as applicable.

e. If the travel is expected to require employees to be absent from their duty station for two weeks, or more, employees will be given at least five (5) work days notification of their date of departure, unless under emergency circumstances.

SECTION 3. Compensatory Time Off for Travel.

a. Employees who receive travel compensatory time will do so IAW applicable laws and regulations. (e.g. 5 CFR 550, Subpart N)

b. Employees are required to document their time spent in travel.

c. Requests for compensatory time off for travel will normally be submitted within five (5) business days prior to travel. Initial submission will estimate the amount of compensatory time for travel the employee will require. At the completion of travel the employee will provide actual compensatory time for travel earned via ATAAPS.

d. Disapproved requests will be returned to the employee with a verbal explanation or written if requested.

e. Employees requesting travel compensatory time off will use ATAAPS or equivalent.

f. Information on Compensatory Time for Travel will be available upon request through the employee's Human Resource Office.

SECTION 4. Reimbursements.

a. To the extent necessary, the Agency will assist employees with the processing of travel orders, travel advances, travel

authorizations, travel vouchers, and, if requested, travel arrangements. The Employer will provide employees a reasonable amount of duty time to complete and submit travel related documents.

Training and user guides for the web-based travel system are available through Defense Travel Management Office (DTMO). Should the agency propose changes to the web based travel program and there is a duty to bargain under 5 U.S.C. Chapter 71, notice and opportunity to bargain will be provided to the Union consistent with the procedures in Article 11 (Matters Appropriate for Consultation and Negotiations).

b. The traveler must submit vouchers within five (5) work days upon completion of travel. Management will endeavor to ensure that travel vouchers are approved within five (5) workdays after submission of a travel voucher unless a supervisor questions items in the voucher. In an effort to pay employees timely, the Agency will work closely with employees when errors or problems are encountered. It is the employee's responsibility for notifying the travel card contractor when a payment issue occurs. To the extent an employee believes he/she is not reimbursed for travel expenses in a timely manner, he/she may pursue whatever remedies are available under Federal law, rule, or regulation (e.g., Prompt Payment Act). If payment is not made within five (5) workdays from the approval of a properly filed travel voucher, the Agency will explain the reason for the delay upon the employee's request.

c. Electronic notification of travel payments will be issued to employees via the current travel system (e.g., the Defense Travel System).

d. In the event that a claim for travel expenses is denied in whole or in part, the Agency will notify the employee timely, normally within five (5) workdays of the denial, and identify the basis for denial. Upon request, management will provide a written explanation. In the event of a partial denial, the Agency will pay the non-disputed expenses and permitthe employee to amend and resubmit his/her voucher to support the disputed item(s).

SECTION 5. Use of Privately Owned Vehicles.

BUEs will not be required to use privately owned vehicles (POV), nor will they suffer any loss of pay, reprisal, or adverse action on account of refusal to use a POV for Government business, unless such use is made a condition of employment. If the Agency decides to make use of POV a condition of employment and there is a duty to bargain under 5 U.S.C. Chapter 71, notice and such opportunity to bargain will be provided to the Union by the Agency, consistent with the procedures in Article 11 (Matters Appropriate for Consultation and Negotiations).

SECTION 6. Official Travel Time.

Official travel time away from the Employee's official duty station may be considered hours of work if performed IAW applicable Federal law, rule or regulation (see, e.g., 5 U.S.C. 5542 and 5 CFR 550.112). This Section should not be construed to impinge upon any right to travel compensatory time earned as described by applicable law, rule, regulation, and this CBA.

SECTION 7. Document and Government Equipment Accountability While Traveling.

Employees who take government documents or equipment with them when traveling for work shall preserve and protect exercising reasonable care of such material or equipment IAW the rules specified by the employee's organization.

SECTION 8. Protective Assistance and Communications While in Travel Status.

a. The Employer recognizes that some OCONUS travel job assignments may present threats to employees. Prior to travel the Agency will provide training to ensure that employees are reasonably aware of known threats. The Parties agree to jointly review existing procedures from time to time.

b. If an employee believes there is a mission based reason for him/her to have an agency cell phone for official travel, the employee may make an application with his/her supervisor. Employees shall be reimbursed reasonable expenses related communication with his/her supervisor such as cell phone or pre-paid minutes used. These mission expenses are typically reimbursed using the miscellaneous payment voucher.

SECTION 9. Reasonable Accommodation Considerations.

IAW law, employees in travel status with a qualified disabling condition who require the assistance of an attendant will be provided such assistance by the Agency. The reasonable medical accommodation process will be used to make such determinations. It is understood that this reasonable medical accommodation process may need to be expedited IAW the needs of the mission. Where a determination has been made that the attendant is required, travel and per diem will be paid for the attendant by the Agency.

ARTICLE 30
HEALTH, SAFETY, AND WELLNESS

SECTION 1. General.

a. The Employer shall provide a safe and healthy work environment IAW applicable laws rules and regulations. The Agency agrees to meet any labor obligations IAW 5 U.S.C Chapter 71.

b. The Parties agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards in all areas under the Employer's control. The Parties recognize that accurate reporting of incidents is essential to the health and safety of Army employees.

SECTION 2. Employer Responsibilities.

a. The Employer shall assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in agency occupational safety and health program activities.

b. Employees are required to follow applicable organizational, Safety and Occupational Health (SOH), Occupational Safety and Health Administration (OSHA) regulations/policies/directives, complete required and assigned SOH training, and report, to the Employer, all known health or safety hazards and mishaps (near misses, first aids, accidents, injuries, and property damage).

c. The Employer agrees to meet any labor obligations and provide applicable documentation regarding management deviations from OSHA standards, government wide rules or Agency standards which affect conditions of employment. This documentation will include copies of any and all documents issued by OSHA or other authority. Upon request, the Agency will provide a list of Risk Assessment Code (RAC) three (3) safety issues.

d. The Employer, at the request of the Union, will provide a copy of the OSHA form 300A.

e. The Employer will follow applicable fire and building code laws and regulations for buildings occupied by BUEs.

f. When a management official determines that exposure to unsafe or unhealthy working conditions, which cannot be immediately corrected, may result in the likelihood of illness or injury, employees will either be assigned work in a safe and healthy area in the same office/building, work from an alternate location, or will be authorized to work from home until such time as the unsafe or unhealthy working conditions are alleviated. When the Agency conducts the annual health and safety inspection, the Union will be notified to accompany the inspection.

g. Upon request, IAW 5 U.S.C. 7114 (b) (4) management will provide copies of those Safety Data Sheet (SDS) prepared by the agency regarding chemicals introduced into the workplace.

SECTION 3: Allegations of Unsafe or Unhealthy Conditions.

a. Employees may submit reports of unsafe or unhealthy conditions to either the Union or management representative, who will discuss the submission. The official in charge of the work area will decide what, if any, action to take. Should the union representative be dissatisfied with the installation manager's disposition of the matter, he/she may raise the matter for further review to the management levels the union representative believes to be appropriate.

b. Employees should inform management of any alleged unsafe or unhealthy condition, for appropriate action if necessary.

Management will refer to OSHA as appropriate.

SECTION 4. Closure of Facility

If the Employer has control of a facility that is closed as a result of weather or other event, which has caused damage to the building, including but not limited to, earthquake, volcanic eruption, fire, tornado, hurricane, tsunami, flood, cyclone, landslide/mudslide, cave-in, etc. and an inspection is performed by the agency, the agency shall invite the Union-designated health and safety representative to accompany management on the inspection. The agency has no obligation to delay the inspection after reasonable advance notification is given.

SECTION 5. Emergency Situations.

If an emergency situation (defined as one that threatens employee life or limb) arises, the first concern shall be for employees and the public. Should it become necessary to evacuate a building, management will take precautions to protect the safety of employees and visitors to the facility. Individuals will not be readmitted until management determines that the emergency has passed or was a false alarm. When an emergency response team, e.g., police/fire department, is called to respond to any perceived emergency, such team (or their designee) will make the determination when the facility is safe to reoccupy. The Parties agree that if an actual emergency exists or existed, notification will be provided to the union as soon as practicable. The Parties agree, however, that the Agency has no obligation to provide notification of any planned or unplanned evacuation exercises, false alarms, or other event determined to be an unsubstantiated emergency. Copies of abatement plans and DA Form 4753 shall be provided to the union IAW AR 385-10.

SECTION 6. Health and Safety Training.

Union representatives designated in writing by the union will be offered introductory and specialized courses and materials IAW 29 CFR 1960.59(b)1 should the Employer determine that such training is needed and will be offered. The Employer will continue to provide employees with the appropriate orientation and/or training that the Employer deems necessary to perform their jobs safely. Such training shall include instructions in the proper work methods to be used and proper use of required equipment.

SECTION 7. Personal Protective Equipment

Personal Protective Equipment (PPE), as required by recognized Army and Federal OSHA standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided and replaced as necessary at no cost to employees.

SECTION 8. Serious Infectious Disease

Employees who reasonably believe they have contracted a serious infectious disease while performing their assigned duties may file a workers compensation claim. The union can provide guidance to their members on how to file such a claim.

SECTION 9. Inspections and Notification.

a. Management will assure that the designated union representative is notified and invited to accompany management during the

annual safety inspection, except when that would pose a hazard to the representative. If the designated union representative attends the inspection they may provide comments electronically to the management official who conducted the inspection.

b. Management will respond to employee reports of hazardous conditions and will investigate within a reasonable period of time. An investigation may not be necessary if through normal management action and with prompt notification to employees, the hazardous conditions identified can be abated immediately.

c. When the Employer receives a report that a potential dangerous, unhealthful or unsafe condition is present at a particular worksite, and if the Employer cannot immediately rectify the condition, the Employer shall timely notify the Employer's Safety POC or the Union, as appropriate, of the alleged dangerous, unsafe or unhealthful condition.

d. IAW Agency policy, the Employer will periodically test duress alarms.

SECTION 10. HVAC System Issues.

In the event of a widespread air conditioning or heating system issue, when notified management shall refer the issue to the appropriate authority IAW established policies.

SECTION 11. Indoor Air Quality.

a. The Agency will provide safe, healthful indoor air quality in compliance with applicable laws and industry standards. Individuals with special health needs may be reasonably accommodated.

b. To the extent the employer is provided advanced notice of the application of insecticides or pesticides inside or in the immediate vicinity of buildings where union employees work, the employer will provide reasonable notice to the union.

c. To the extent the Employer has control there will normally be no applications of construction/renovation/maintenance/cleaning chemicals during work hours around the interior of buildings in which BUEs are working. Such chemicals include paint, carpet glue, HVAC cleaning agents and similar construction like chemicals. However, there may be situations where chemical applications or painting may be done during the workday in isolated areas without disruption to the work environment. In this situation, the designated health and safety representative, as well as the employees, will receive advance notice. Individuals with special needs will be reasonably accommodated.

SECTION 12. Onsite Security.

a. The employer shall take reasonable precautions to protect union employees from customers or fellow employees who are reasonably believed to pose a physical threat or danger. Supervisors will ensure that all reported acts or threats of violence are thoroughly documented and will take appropriate action based on the nature and severity of the violation. Employees witnessing an incident are encouraged to alert their supervisors. Reportable incidents include threats or potential threats that affect the security and safety of Army employees, guards, visitors, facilities and records.

b. If management, upon credible information, becomes aware that a visitor to the office poses a danger to employees or the buildings where they work, management will take appropriate action to protect the health and safety of employees.

c. If law enforcement enters Agency space to make an arrest, management will likewise take appropriate action to protect the health and safety of employees, provided that management is aware in advance of the arrest.

d. Employees have the right to not participate in any sting activities e.g., arrest, detain, etc. regarding fugitive felons in

circumstances where there is a reason to believe an immediate safety concern exist, provided the conditions clearly presents a risk of death or serious physical harm.

e. If an employee believes that a person or condition in the workplace presents an imminent threat of bodily harm, the employee may raise his/her concern with his/her first or second line supervisor. If an employee prefers not to use his/her name on written correspondence to the public, the employee will use a pseudonym or other identifier approved by management.

f. The Employer will make every reasonable effort to document disruptive conduct by non-Agency employees.

SECTION 13. Emergency Action Plan.

a. Each facility shall have an emergency action plan IAW the applicable regulation made available via hard or electronic copy. The plan will also cover employee procedures in the event of an emergency (for example: earthquake, bomb threat, tornado, active shooter.) Evacuation drills will be conducted annually.

b. The Employer agrees that the first concern when an employee is injured on the job is to make certain that he/she gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.

c. When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the Employer will notify emergency services or contact the employee's emergency contact for transportation.

d. First aid service if needed during duty hours should be sought at the local infirmary, clinic, or hospital in near proximity to the workplace.

SECTION 14. Stress.

The Parties agree that recognizing, minimizing and coping with stress are essential parts of employee wellness. Employees who feel they are experiencing harmful levels of job related stress may contact employee counseling services, e.g. Employee Assistance Program (EAP).

SECTION 15. Smoke Free Environment.

a. In keeping with the Parties' concern for the health, safety and well-being of all Army employees, IAW AR600-63, there shall be no tobacco or e-cigarette use in any Department of the Army (DA) workplace except for in designated smoking areas. The workplace includes any area inside a building or facility over which DA has control, and where work is performed by military personnel, civilians or persons under contract to the Army.

b. Designated smoking areas must comply with the provisions of DODI 1010.15 by being at least 50 feet from any point of building ingress and/or egress into and/or out of the Agency facility, and not in front of building air intake ducts. Designated smoking areas, when possible, will be reasonably accessible to employees and provide a measure of protection from the elements

c. The Parties agree that they will support employees who are interested in participating in the smoking cessation program. When funds are available, the cost of Agency-sponsored or approved programs will be paid by the Agency. The Employer will permit BUEs to attend smoking cessation programs that are offered by the Agency during duty hours. Employees who wish to stop smoking but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, may seek additional assistance through the Employee Assistance Program (EAP). Employee participation in counseling or cessation programs related to smoking is strictly voluntary.

d. If there are changes to the Agency smoking policy generated by Executive Order, government wide laws, rules or regulations, and there is a duty to bargain under 5 U.S.C. Chapter71, notice and such opportunity to bargain will be provided consistent with Article 11 (Matters Appropriate for Consultation and Negotiations).

SECTION 16. Job Hazard Analysis.

a. In situations where information indicates employees in a particular occupation are suffering froma pattern of accidents, disabling injuries and/or illnesses, management will conduct a Job Hazard Analysis (JHA).

b. JHA may consist of, but not be limited to, the following:

1. General conditions under which the job is performed.
2. An explanation of the job steps.
3. An explanation to determine the hazards that exist or might occur.
4. Recommendations to eliminate or mitigate any of the hazards identified.

c. Who shall receive a copy of the JHA which affects BUEs:

1. Copies of all available studies and all completed JHA's will be provided to the Union within 30 days.
2. Each employee covered by a particular JSA will receive a copy within 30 days after completion of the JHA which covers his/her position.
3. When a new employee reports to duty or is reassigned to a new position and a JHA has been completed, he/she will receive a copy within 30 days after reporting to duty in that new job.

SECTION 17. Vision.

Employees that believe they have vision issues that are related to their duties have the right to file a workers compensation claim.

SECTION 18. Work Space.

The agency will make every reasonable effort to provide work space that comports with OSHA standards and, in doing so, may consider other generally acceptable standards, to the extent that such standards do not conflict with OSHA standards or with each other.

SECTION 19. Workplace Violence.

The prevention of violence in the workplace by non-employees is a mutual concern to both the Agency and the Union. As determined by management, the Agency will take appropriate action to abate unacceptable forms of conduct by non-employees to ensure a safe work environment.

SECTION 20. Wellness Programs.

a. The Office of Personnel Management supports health and physical fitness programs which help employees modify their lifestyles and move toward an optimal state of wellness. They can also produce organizational and employee benefits, such as lower healthcare costs, increased productivity, improved recruitment and retention, reduced absenteeism, and enhanced employee

engagement. Worksite health and wellness programs include, but are not limited to, health education, nutrition services, lactation support, physical activity promotion, screenings, vaccinations, traditional occupational health and safety, disease management, and linkages to related employee services.

b. The Parties support the establishment of Civilian Fitness Program to promote health and physical fitness. The policy generally places responsibility on employees to use non-duty time, including lunch periods, when participating in health and fitness activities. Supervisors are encouraged to be flexible in arranging employee work schedules to allow employees to pursue individual exercise programs.

c. Short periods of excused absences (not charged to leave) may be granted in instances where the health and/or physical fitness activity is being officially sponsored and administered by the organization or installation. These include, but are not limited to, Federal Fitness Day events, health screening activities conducted by the installation medical facilities, and smoking cessation programs.

d. Employees enrolled in Command-Sponsored, formal, physical exercise training may be authorized up to 3 hours of excused absence per week. In order to qualify for command sponsorship, the program must include a pre- and post-program evaluation, continuous monitoring during the program, exercise and nutritional education. In addition, the physical fitness activities must be an integral part of a total fitness program and are limited to periods of up to 6 months in duration. Employees may only enroll in a program that grants excused absence once per an employee's career. Employee participation is coordinated through each Employer's Agency Wellness Coordinator.

e. Agency wellness coordinators' names and contact information will be listed on the Agency's intranet

ARTICLE 31
WORKER'S COMPENSATION

SECTION 1. General.

The Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor, administers benefits to employees under the Federal Employees Compensation Act (FECA). The Employer will post information, as required by Department of Labor, about the program and its benefits, points of contact and telephone numbers for employees needing information concerning processing of OWCP claims. This information will be posted on each Employer's electronic forum as described in Article 7 (Management Rights) Section 1.c.

SECTION 2. Responsibilities.

a. When an employee suffers a work-related injury or illness, they will promptly notify their supervisor who will advise them of their right to apply for benefits under the FECA (www.ecomp.dol.gov). Workers compensation claims must be filed IAW timelines set by the Department of Labor. Failure to adhere to the timelines may result in claim denial.

b. Employees will direct any questions regarding their claim to the U.S Dept. of Labor, OWCP at (267) 687-4160.

ARTICLE 32
HOURS OF WORK, COMPRESSED WORK SCHEULES AND CREDIT HOURS

SECTION 1. Hours of Work

a. Hours of work for employees shall be IAW applicable laws and regulations

b. If the Agency desires to change an employee's work schedule, it shall follow 5 U.S.C. 6101 and 5 CFR 610.121.

c. If an employee requires PPE during the work day for mission based reasons, s/he will be allowed reasonable time during their normally scheduled work day to change clothing.

d. For employees supporting a 24X7 mission, supervisors will consider and may permit employee exchanges of shift assignments (same duties) provided such "swapping" will not create interruption of work and/or increase cost for the employer, such as the incurrence of overtime.

SECTION 2. General Overtime Provisions.

a. Overtime shall not be distributed or withheld as a reward or penalty.

b. All overtime/compensatory time will be governed by law and government-wide regulation to include 5 CFR 550, 5 CFR 551, and the Fair Labor Standards Act. Employees will be compensated for call-back overtime IAW 5 U.S.C. 5542(b) (1), 5 CFR 550.112(h), and 5 CFR 532.503(c)

c. When scheduled overtime is to be mandated for all employees in the group employees will be notified at least three days in advance, whenever possible unless management determines that it would be seriously handicapped in performing its mission or costs would be substantially increased.

d. When the Employer decides to use overtime, qualified volunteers approved by management will be used before using non-volunteers.

e. An employee will, upon supervisory approval, be released from prescheduled overtime if a fully qualified replacement is available and willing to work; and the change does not cause increased cost to the Employer. The request for a change in the scheduled overtime requirement must normally be made a minimum of four hours before the scheduled start of overtime.

f. During unscheduled overtime assignments where food is not available in reasonable proximity to the job site, an employee may be permitted a break period approved by the Employer to obtain food.

g. Service of an employee on jury duty or on any other special assignment will not preclude his/her consideration for assignment to overtime work. Employees will not be denied the opportunity to work overtime because they have been in an approved leave or official time status.

h. Refusal to volunteer for voluntary overtime shall not reflect unfavorably on an employee's performance appraisal, or the option to work future overtime.

i. In business units where overtime is required and the overtime is not regularly scheduled, management shall first ask for volunteers and will make selections among the volunteers. If an insufficient number of volunteers come forward, management shall begin with qualified employees (assigned to the business unit) in reverse seniority, taking into account personal conflicts. However, a personal conflict shall not disqualify the employee if the employee was exempted the previous time there were insufficient volunteers. For each subsequent time where there are insufficient volunteers, management shall begin with the next

person in line and work its way to the most senior member of the team. Then the process will start over. Management may consider the volunteering history of the employee if and when an employee cites a personal conflict. Management shall try and fill its overtime needs to the extent practicable with employees who do not have personal conflicts, except if the employee had a personal conflict the last time management had to fill the volunteer shortfall. See 5 CFR 610.202 and 5 U.S.C. 6103. Employees with alternative work schedules or compressed work schedule should reference their Appendix C (Alternative Work Schedule Program) of this CBA.

SECTION 3. Compensatory Time.

a. Refer to 5 CFR 550.114 for FLSA exempt employees and 5 CFR 551.531 for FLSA non-exempt employees. Like overtime pay, compensatory time shall not be distributed or withheld as a reward or penalty.

b. Compensatory time will be paid in 15 minute increments. Increments of 8 minutes or more will be rounded up to the nearest quarter hour.

Refer to 5 CFR 550.112(h) for FLSA exempt employees and 5 CFR 551.431 for FLSA non-exempt employees.

SECTION 4. Miscellaneous.

a. When an employee is in travel status he/she may, with supervisor approval, participate in the flexible schedules offered at their temporary duty site unless the flexible schedule would interfere with the assigned duties.

b. For family emergencies, management may permit temporary exceptions to an employee's established starting time.

c. Management may temporarily change lunch schedules to accommodate mission needs.

d. If Management proposes to make any change to the FWS or the Credit Hour Plan of BUEs, or to restrict the application of the FWS or the Credit Hour Plan to any new or existing position, the Union will be notified IAW 5 U.S.C. Chapter 71.

e. This Article does not preclude an employee from requesting an altered tour of duty for specific personal reasons.

f. If an employee's non-work period or non-work day causes him/her to miss meeting(s) or training session(s) conveying information for which the employee will be held responsible it is the responsibility of the employee to request the information.,

g. Management may consider mission needs and employee preference in making schedule assignments and reassignments IAW this CBA.

ARTICLE 33
EMPLOYEE LEAVE

SECTION 1:

The granting and use of all forms of leave will be governed by APG Regulation 690-9, Civilian Personnel Leave Administration, dated 1 September 2012, excepting those provisions contained within Chapter 8-2 of the regulation which outline the use of an excused absence or Administrative Leave to cover time for union training and any other provisions of the regulation that are found to be in conflict with Federal law. The union will be notified of any changes to the APG Regulation 690- 9 as required by 5 U.S.C. Chapter 71. The Agency will fulfill all labor obligations associated with any applicable change.

SECTION 2:

Language contained within APG Regulation 690-9 regarding Group Dismissals may be modified or superseded by specific language contained in an employee's telework agreement in conjunction with the Employer's telework policy.

SECTION 3:

There are a number of provisions throughout this agreement and APG Regulation 690-9 which have been incorporated via reference into the agreement that potentially grant periods of administrative leave to employees. These include: Article 19, Section 9, Article 24, Section 15; Article 26, Section 4; Article 30, Section 20b; Article 30, Section 2d which in itself appears would exhaust 78 of the available 80 hours; Chapter 8-2 of APG Regulation 690-9; and Article 41, Section 3. It is understood that the Administrative Leave Act of 2016 prohibits any employee from being granted a cumulative total of more than 10 work days (80 hours) of administrative leave in a calendar year. Therefore, it is understood that the maximum amount of administrative leave that can be granted to any employee in a calendar year cannot exceed 80 hours as to do so would violate the law. Any provision that would grant an employee administrative leave beyond the 80 hours becomes unenforceable at that point and such leave will no longer be granted even though the employee would otherwise be eligible for the leave.

SECTION 4:

Whenever language in APG Regulation 690-9 refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those duties.

ARTICLE 34
ALTERNATIVE WORK SCHEDULE

The Employer and the Union recognize Alternative Work Schedule (AWS) and Compressed Work Schedule (CWS) programs have the potential to enable supervisors to meet their program goals while, at the same time, allowing employees to be more flexible in scheduling their personal activities. As employees gain greater control over their time, they can, for example balance work and family responsibilities more easily, become involved in volunteer activities, participate in personal fitness activities, and take advantage of educational opportunities.

Supervisors have the authority to establish or deny flexible work schedules to meet their mission needs and the needs of the employees.

Procedures for implementing AWS/CWS for BUEs are provided for in the Alternative Work Schedule Program, Appendix C of this CBA.

ARTICLE 35

ADMINISTRATIVE FURLOUGH

SECTION 1. Definitions

a. An administrative furlough is a planned event by an agency which is designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations. Furloughs that would potentially result from sequestration would generally be considered administrative furloughs.

b. A shutdown furlough (also called an emergency furlough) occurs when there is a lapse in appropriations, and can occur at the beginning of a fiscal year, if no funds have been appropriated for that year, or upon expiration of a continuing resolution, if a new continuing resolution or appropriations law is not passed. In a shutdown furlough, an affected agency would have to shut down any activities funded by annual appropriations that are not accepted by law. Typically, an agency will have very little to no lead time to plan and implement a shutdown furlough.

c. This Article only covers administrative furloughs of 30 days or less.

SECTION 2. Governing Laws/Rules and Government-wide Regulations

The Parties agree that the applicable guidance to be applied in the event of an administrative furlough is the latest "OPM Guidance for Administrative Furloughs" and guidance from higher headquarters.

SECTION 3. Procedures

a. Notification. The Agency will inform the Union of the intent to implement administrative furloughs no less than 30 days prior to implementation, meaning the first day of any BUE being furloughed. The information provided will include a listing of the BUEs to be furloughed, the position the employees occupy, the number of hours the employee will be furloughed, and any changes in telework and/or AWS schedules. The Union will be notified of any changes in the number of hours in the furlough schedule.

b. Bargaining. The Parties agree that the duty to bargain administrative furlough procedures has been met through the establishment of this Article. The terms of this agreement may be modified through the mutual consent of the Parties. Any new employer policy, processes and/or procedures which are not covered by this agreement may generate a new duty to bargain IAW 5 U.S.C. Chapter 71.

c. Implementation of Administrative Furlough. The Department of the Army or other Executive Branch authority will designate a certain number of discontinuous work days, over a certain time period, with a minimum number of hours of furlough per pay-period for each full-time employee. Part-time employees will have furlough service allocation prorated based on work schedule. Employees should not expect to be recompensed in the future for furlough time served. Should the administrative furlough be cancelled in its entirety, the Union will be notified and employees will revert to normal work schedules.

d. To extent practicable, 50% of the workforce impacted by the Administrative Furlough will be furloughed on Mondays and the other 50% of the workforce on Fridays. Employees scheduled for furlough days that fall on a Federal holiday will take their furlough day on the following Federal work day.

e. At the beginning of the designated time period, the use of Alternative Work Schedules (flexible work schedules, compressed work schedules, and credit hours) may cease for the duration of the furlough based on mission requirements. First line supervisors

retain the authority to reassess working conditions, IAW mission requirements, but under no circumstances does the Union grant the Agency the right to unilaterally implement changes in working conditions unrelated to the furlough without meeting statutory or contractual labor obligations.

f. The use of telework may continue through the furlough period. Employees who have more than one (1) telework day per week may be required to substitute one (1) telework day for a furlough day. First line supervisors retain the authority to reassess the telework agreement, IAW mission requirements. Medical telework agreements granted as the result of reasonable medical accommodations will remain in place but those employees will still be subject to the furlough.

g. Either management or employees may request exceptions for alternate furlough days within the same pay period on an individual event basis. Approval will be based on mission requirements and/or employee needs, and will be authorized based upon mission requirements. Supervisors will retain decision authority, as they would in the case of requests for leave, if employees request alternate furlough days on an individual event basis. There shall be no duty to bargain changes in furlough schedule when such changes have been requested by an employee(s).

ARTICLE 36
DISCIPLINARY ACTIONS

SECTION 1. Purpose.

The Parties agree that the objective of discipline is to correct and improve employee behavior so as to promote efficiency in the workplace. Disciplinary actions shall only be taken for just cause as to promote the efficiency of the Federal Service. Disciplinary actions taken by the Employer will be IAW applicable statutes and regulations.

SECTION 2. Definitions.

a. For the purposes of this agreement, disciplinary actions are divided into two types:

1. Informal Discipline: Oral or Written Counseling.
2. Formal Discipline:
   (a) Letters of Reprimand or suspensions of fourteen (14) calendar days or less as stated in Section 4 below.
   (b) Suspensions of 15 days or more as stated in Section 5 below. These suspensions are also known as adverse actions.

SECTION 3. Informal Discipline.

a. Informal discipline may be taken by a supervisor on his/her own initiative in the event of unacceptable behavior by an employee of a minor nature. In taking an informal disciplinary action, the supervisor will advise the employee of the specific infraction or breach of conduct. The employee should be allowed to explain his or her side of the incident. The supervisor may advise the employee that continued violations will result in formal disciplinary action.

b. Oral admonishments will normally be a matter between the employee and their supervisor and should generally be done in private.

c. Written Counseling are a form of informal disciplinary action used to clarify procedure, provide specific instructions, or impose certain requirements in an attempt to correct a deficiency in employee conduct before formal disciplinary action becomes necessary.

d. When a management official issues a written counseling, it will fully explain what is required of the employee to correct the noted deficiency. The written counseling will not be placed in the eOPF. A copy will be placed in the Supervisory Work Folder and a copy will be provided to the employee. The written counseling will be maintained IAW Article 15 (Employee Personnel Records). At any time after the issuance of the written counseling, the employee's conduct may be reviewed to determine whether there has been sufficient improvement to warrant destruction of the counseling.

SECTION 4. Formal Discipline – Letter of Reprimand (LOR)

a. A LOR is given to an employee for misconduct and will be uploaded to the employee's eOPF for a period of up to three (3) years. LORs are considered to be the least severe of the "Formal" Disciplinary Actions; they do not generate risk of loss of pay, but they may have an impact on the employee's access to certain privileges and workplace flexibilities.

1. LORs that are to remain in an employee's eOPF for less than one year require no advance notice and will become effective upon issuance.
2. If the LOR is to remain in the employee's eOPF for more than one (1) year, the Employer will give the employee at

least five (5) work days advance written notice.

b. For such LORs (ones that will remain in the employee's eOPF for over a year), the following additional processes apply:

1. Notice will state the nature and specific reason(s) for the proposed action.

2. Notice will also advise the employee of his/her right to respond to the proposed action orally and/or in writing to the deciding official.

3. In support of the employee's response, the employee has the right to request, and to be furnished with, any and all material/evidence used in support of the proposal.

(a) The employee is free to provide any/all evidence they believe to support their response. Any material/evidence that is not disclosed to the employee may not be used in support of an action against an employee.

(b) The Employer will provide access to material/evidence used in support of the proposal within a reasonable period of time. If the employee requests copies of the evidence provided by the recommending official and does not receive them within three (3) business days, the employee can request an extension to the response time from the deciding official.

c. The notice will inform the employee of his/her right to consult with a servicing CPAC representative regarding the procedural accuracy of the proposed action and of the employee's right to provide a response.

d. The notice will inform the employee of the name and contact information for the deciding official, and will inform the employee that any request for extension of time to respond to the proposal must be submitted in writing prior to the expiration of the time period that s/he was originally given.

e. If an employee replies, a decision notice will be issued indicating whether the proposed action will be effected as proposed; modified; or withdrawn. If no timely reply is received the LOR shall become effective upon expiration of the reply period. In no case will the action taken be more severe than what was proposed in the notice.

f. The decision notice will inform the employee of his/her grievance rights IAW this CBA.

g. If an employee chooses to file a written response to a proposed LOR, the response shall be uploaded to the employee's eOPF.

SECTION 5. Formal Discipline – Suspension of 14 days or less

a. For formal disciplinary actions involving loss of pay (suspensions), a proposal and decision are required. The employee will be given a notice of proposed action and such notice will make the employee aware of his/her rights, to include the right to representation.

b. The notice will include the following language: *You are represented by AFGE Local 1904 and therefore entitled to representation IAW the Negotiated Contract between the United States Army CECOM, CERDEC & PEO C3T and the American Federation of Government Employees, Local 1904. The Union is located in Building 4313 on Aberdeen Proving Ground. Telephone number for the Union Office is (443) 327-6403.You may also reach the Union by way of email at: president.afge.1904@gmail.com*

c. The Employer shall give the employee at least ten (10) working days written notice of the proposed action.

d. Notice will state the nature and specific reason(s) for the proposed action.

e. The deciding official for the proposed action shall generally be a management official at a higher level than the supervisor who proposed the suspension.

f. During the ten (10) business day notice period, employees shall be advised of his/her right to respond to the proposed action orally and/or in writing to the deciding official.

g. In support of the employee's response, the employee has the right to request, and to be furnished with, any and all material/evidence used in support of the proposal.

h. While the evidence provided in support of the proposal shall be the sole evidence relied upon by the recommending official in making his/her case that disciplinary action should occur, the employee shall be free to enter into the record any/all evidence s/he believes to support his/her response. Any material/evidence not disclosed to the employee shall not be used in support of an action against an employee.

i. It is expected that the Employer will provide access to material/evidence used in support of the proposal within a reasonable period of time. If the employee requests copies of the evidence provided by the recommending official and does not receive them within three (3) business days, the employee shall have an automatic extension of the reply period corresponding to the number of days after three (3) business days it takes the Employer to provide the materials.

j. The notice to the employee will also identify an agency representative with contact information (i.e., a point of contact) for any questions concerning the processes, procedures, and/or to obtain a copy of (or access to) the evidence relied upon for the proposed action.

k. The notice will inform the employee of the name and contact information for the deciding official, and will inform the employee that any request for extension of time to respond to the proposal must be submitted in writing prior to the expiration of the time period that s/he was originally given.

l. The decision notice will indicate whether the proposed action will be effected as proposed; modified; or withdrawn. In no case will the action taken be more severe than what was proposed in the notice.

m. The decision notice will state which of the proposed charges are upheld.

n. The decision notice will inform the employee as to the dates the suspension will be implemented.

o. The decision notice will inform the employee of his/her grievance rights IAW this CBA.

SECTION 6. Alternative Discipline Agreement (ADA)

a. The Union and the Employer recognize a positive approach is preferred when dealing with disciplinary problems that would normally result in a suspension. The ADA reduces lost productivity for disciplinary reasons, avoids loss of salary for a period of suspension, allows the employee to become involved in the decision-making process concerning his or her discipline, and reduces the amount of time required to process a disciplinary action. ADA is a process whereby an employee accepts responsibility for his or her own behavior while at the same time continues to perform and participate in the functioning of the organization.

b. ADA may be considered by management for first offenses that would normally result in a suspension. It may also be offered at management's discretion for subsequent offenses. By accepting the ADA, the employee waives complaint/grievance rights with respect to the charge and penalty. The following outlines the process for instituting an ADA:

1. Management will notify the employee prior to offering the ADA that such an offer is going to be made. If the employee requests representation, he or she must be permitted to obtain a Representative without undue delay before any formal discussion, potentially leading to a disciplinary action, takes place. The employee is responsible for submitting any pertinent information or documentation supporting his or her case to the supervisor. If the employee's explanation is acceptable, no formal

action will be taken. Depending upon the infraction, appropriate warnings may be issued in lieu of formal discipline. If the supervisor determines that a suspension is warranted, ADA may be offered.

2. The supervisor, the employee, the employee's representative, if any, and the servicing Employer's designated Labor Relations Specialist (LRS), will meet to explain the ADA and to offer the employee an opportunity to participate voluntarily. This meeting should allow for questions and answers to ensure the employee's full understanding of the program. The employee may accept the ADA at the time of the meeting, or if undecided, will be allowed two (2) full work days from the date of the meeting to accept the ADA.

c. If the employee does not accept the ADA within the timeframe described above, disciplinary procedures will be initiated. The decision on the disciplinary action will state the employee elected not to participate in the ADA.

d. If the employee accepts the ADA, signing of the ADA will be coordinated by management. The Employer's designated LRS may also attend. A representative sample ADA is contained in Appendix B of this CBA.

e. The ADA agreement will remain in the employee's eOPF for up to three (3) years from the last date of signature. After three (3) years, the original ADA will be maintained as part of the CPAC case file.

f. In the event that a second offense occurs within 1-3 years from the offense giving rise to the ADA, the ADA may be relied upon as a first offense to support of any disciplinary action(s) for subsequent offense(s).

SECTION 7. Adverse Actions

a. An adverse action is defined within 5 CFR § 752.401 as:

1. A removal (for reasons other than unacceptable performance).
2. A suspension for more than fourteen (14) days.
3. A reduction in grade or pay (for reasons other than unacceptable performance).
4. A furlough of thirty (30) days or less.

b. When an employee is issued a notice of proposed adverse action, the notice will make the employee aware of his or her rights, to include their right to representation. This notice will include the following language: *You are represented by AFGE Local 1904 and therefore entitled to representation IAW the Negotiated Contract between the United States Army CECOM, CERDEC & PEO C3T and the American Federation of Government Employees, Local 1904. The Union is located in Building 4313 on Aberdeen Proving Ground. Telephone number for the Union Office is (443) 327-6403. You may also reach the Union by way of email at: president.afge.1904@gmail.com*

c. Copies of all material (evidence packet) relied upon to support the reasons for the action will be provided to the employee/representative upon request. If the employee/representative requests copies of the evidence provided by the recommending official and does not receive them within three (3) business days, the employee shall have an automatic extension of the reply period corresponding to the number of days after three (3) business days it takes the Agency to provide the materials. An employee's administrative appeal rights will be set forth in the notice of decision. Any material or evidence which has been declared non-disclosable or non-discoverable will not be relied upon to support the action against the employee.

d. The notice to the employee will also identify an Employer representative with contact information (i.e. a point of contact) for any questions concerning the processes, procedures, and/or to obtain a copy of (or access to) the evidence relied upon for the proposed action. The employee will have thirty (30) calendar days before the adverse action will be effectuated, except as provided

in 5 CFR § 752.404(d)(2) , or by the crime provision contained in 5 CFR § 752.404(d)(1).

e. The following timetable applies only to adverse actions covered by 5 CFR § 752.401:

1. Employee Reply: No more than ten (10) business days after the employee receives the proposed adverse action notice, except when the crime provision of the applicable statute is invoked. Response may be written, oral or both.

2. Employer Decision: Written decision will be issued within a reasonable amount of time following receipt of the employee's response or from the employee reply due date.

3. All time limits may be extended by mutual consent of the Parties.

f. Adverse action decisions, as defined in Section 7.a of this Article may be appealed to the Merit Systems Protection Board (MSPB).

g. Employees against whom an adverse action is proposed are entitled to be represented by the Union. Designation of the Representative will be made in writing and signed by the employee. Once the designation has been made, a copy of all correspondence will be provided to the Representative and contacts will be made through the Representative.

SECTION 8. Representation

a. Employees against whom a formal disciplinary action is proposed are entitled to be represented by the Union. Designations will be made in writing and signed by the employee. Once the designation has been made, all contacts and correspondence will be through the union representative.

b. Once designated as the employee's representative by the employee, the Union shall have the right to request, and be furnished with, copies of the documents that formed the basis for the disciplinary or adverse actions proposed.

SECTION 9. Miscellaneous

a. Any time tables outlined in this Article may be extended by the mutual consent of the Parties.

b. An employee shall have the right to union representation during any examination of the employee by a supervisor in connection with an investigation when the employee reasonably believes that the examination may result in disciplinary action against the employee, see Article 5 (Rights and Obligations of Employees) on Weingarten Rights.

c. Disciplinary actions will be initiated within a reasonable period of time after the employer becomes aware of misconduct or completes any investigation.

ARTICLE 37
NEGOTIATED GRIEVANCE PROCEDURES

SECTION 1. Purpose

a. The purpose of this Article is to establish the process for addressing grievances filed by BUEs or the Parties.

b. The Union and the Employer earnestly desire that grievances and complaints should be addressed in an orderly and prompt manner in the interest of the Parties. Parties shall endeavor to resolve grievances at the first level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjustment of grievances (i.e. seeking resolution through the grievance process).

c. The Parties may mutually agree to extend any of the time limits set forth in this Article for the purpose of exploring any formof alternative dispute resolution.

d. Grievances filed by the Union on behalf of individual employees should be filed under the procedures set forth in Section 5 of this Article. Grievances between the Union and Employer should be filed under Section 7 of this Article. Multiple grievances, those filed by the Union on behalf of a group of employees, should be filed under the procedures set forth in Section 8 of this Article.

SECTION 2. Scope

a. A grievance means any complaint:

1. By an employee concerning any matter relating to the employment of the employee; or
2. By the Union concerning any matter relating to the employment of the employee; or
3. By an employee, the Union or the Employer concerning:
    (a) The effect or interpretation of a claim of breach of this collective bargaining agreement; or
    (b) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment to the extent not excluded from these negotiated grievance procedures.

b. The negotiated grievance procedures contained in this Article do not cover;

1. Any claimed violation relating to prohibited political activities;
2. Any complaint concerning retirement, life insurance or health insurance;
3. Any suspension or removal for national security reasons;
4. Any examination, certification, or appointment;
5. The classification of any position which does not result in the reduction in grade or pay of an employee;
6. The extension of, or failure to extend, a probationary or trial period;
7. Removal of an employee during that employee’s probationary or trial period; or
8. Allegations of discrimination and EEO complaints.

SECTION 3. General Provisions

a. This negotiated procedure shall be the exclusive procedure available to the Union, the Employer and employees in the bargaining unit for resolving such grievances except as otherwise provided in this Article. When not representing BUEs in a grievance filed by an employee, the Union shall have the right to observe formal discussions during all steps of the negotiated grievance procedure. In its capacity as an observer, the Union agrees to respect the confidentiality of all information obtained. In the event an employee proceeds without union representation, the Union will be given the opportunity to be present at grievance meetings between one (or more) Employer officials and the grievant. The meeting must be consistent with the terms of this Contract.

b. An aggrieved employee affected by a removal, suspension of fourteen (14) days or more, or a reduction in grade or pay based on adverse action or unacceptable performance, may at his or her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this Section and pursuant to Section 7121 of 5 U.S.C., an employee shall be deemed to have exercised his or her option under this Section only when the employee files a notice of appeal under the appellate procedure or files in writing under the negotiated grievance procedure. An employee affected by a prohibited personnel practice or discrimination may raise the matter under a statutory procedure (Office of the Special Counsel, or MSPB) or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his or her option at such time as he or she timely files a grievance in writing or initiates formal action under the statutory appellate procedure.

c. Nothing in this Agreement shall constitute a waiver of any further appeal or review rights permissible under Title 5, Chapter 71.

d. An employee shall be deemed to have exercised his/her option under this Section when he/she timely initiates a formal complaint action under the applicable statutory procedure. Pre- complaint discussions between an employee and an EEO Counselor do not preclude an employee from opting to select the negotiated grievance procedure for a non-EEO complaint, ifthe grievance is otherwise timely.

e. Probationary employees in the competitive service or serving under a Veterans' Recruitment Appointment (VRA) do have limited appeal rights to the Board by regulation. 5 C.F.R. § 315.806. During their initial two years of employment, VRA appointees have the same limited appeal rights as competitive service probationers, but otherwise they have the appeal rights of excepted service employees. This means that VRA employees who are preference eligible have adverse action protections afterone year. VRA's who are not preference eligible do not get this protection until they have completed 2 years of current continuous employment in the same or similar position

SECTION 4: Question of Grievability/Arbitrability

a. In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to reflect this declaration. The Parties agree to raise any question of grievability or arbitrability of a grievance no later than the Step-2 decision. The disputes of grievability and arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

b. The Party raising the grievability/arbitrability question will provide its reason(s) of the issue to the other Party by the time a panel of arbitrators is requested from the Federal Mediation and Conciliation Service (FMCS), or selection of an arbitrator from a permanent panel.

SECTION 5: Grievance Procedure

a. Employees and/or their representatives are encouraged to informally discuss issues of concern with their supervisors at any time. Employees and/or their representatives may request to talk with other appropriate officials about items of concern without filing a formal grievance if they so choose. The Parties agree that this is a "best practice" when it comes to resolving issues at the lowest possible level. However, all Parties need to abide by the timelines outlined in Step 1 Grievance procedure, unless otherwise mutually agreed upon. Management will meet any formal discussion requirements IAW 5 U.S.C. Chapter 71.

b. The only representation an employee may have under this procedure is a representative(s) approved in writing by the Union. An employee may pursue a grievance without union representation, but the Union may elect to attend each grievance step. The Union will be provided notice immediately when any grievance is filed as well as given advance notice of any formal discussions during the grievance process. After Employer notification to the Union of a grievance filing, the Employer shall provide a copy of the Grievance to the Union, upon the request of the Union to the LR Specialist or his/her designee, within three (3) business days.

c. At any step of the negotiated grievance procedure, when any management deciding official designates someone to act on his/her behalf, that designee will have the complete authority to render a decision at that step and will render the decision.

d. In the event of a formal filing of a grievance, the following steps will be followed:

STEP 1: An employee and/or the Union shall present the grievance in writing to the immediate supervisor, someone within the employee's chain of command, or the Labor Relations Specialist, within twenty one (21) calendar days of the date that the employee or Union became aware, or should have become aware, of the act or occurrence of the event giving rise to the grievance; or at any time if the act or occurrence is of a continuing nature. The grievance must state, in detail, the basis for the grievance and the relief desired. The immediate supervisor, or designee, will make every effort to resolve the grievance immediately, but may meet with the employee or employee's representative to discuss the content of the grievance. The Employer will provide a written answer within twenty one (21) calendar days of receipt of the grievance. The Step 1 decision shall be provided to the aggrieved and his or her representative, and shall identify the Step 2 official. .

Once the Step 1 grievance is filed, the grievant and/or grievant's representative and the supervisor may meet within the supervisor's window to provide the Step 1 response. To facilitate a swift and appropriate response, the objective of this meeting is to discuss the facts of the grievance and clear up any miscommunication that may come as a result of incorrect interpretation of the written word. This meeting will be for the mutual exchange of information and concerns related to the grievance, and is designed to facilitate a swift and appropriate response. This meeting in no way bypasses the union obligations to request information through the statutory information request. The issues that are framed in the Step 1 grievance shall be the only issues to be considered in this negotiated procedure up to and through arbitration. Upon mutual consent, grievances may be amended once the Step 1 grievance is submitted to the agency.

For claims that may be asserted under this negotiated grievance procedure, employees shall join all claims together for which they are aware or reasonably should be aware in one grievance and not split claims into separate grievances under this Article. Nothing, however, in the previous sentence shall preclude an employee from bringing a claim in a separate forum when such claim (like one that asserts an employment action was based upon prohibited discrimination) is specifically excluded from this negotiated grievance procedure Article.

STEP 2: An employee and or the Union shall present the grievance to the point of contact listed within the Step 1 Grievance response within fourteen (14) calendar days of the Step 1 supervisor's decision. The grievance must state, in detail, the basis for the grievance and the corrective action desired. The Step 2 official, or designee may meet with the employee and his or her representative within seven (7) calendar days, and will provide a written answer to the aggrieved employee and his or her representative within fourteen (14) calendar days from the date of the meeting or receipt of the grievance, whichever is later.
The objective of this meeting if conducted is to discuss the facts of the grievance and clear up any miscommunication. This meeting will be for the mutual exchange of information and concerns related to the grievance, and is designed to facilitate a swift and appropriate response.
If a timely decision is not issued as required above or the grieving Party is dissatisfied with the decision, the grieving Party may proceed to Alternative Dispute Resolution (ADR) IAW the ADR Article, or the employer or Union, but not the employee, may invoke arbitration IAW the Arbitration Article. Time limits may only be extended by mutual agreement.

SECTION 6. Time consideration for BUEs
BUES who are not union officials will be afforded reasonable time to prepare for discussion and to present a grievance under this Article. This time will not be counted against the union's allotment of official time per Article 44 (Official Time), however, should a union official become engaged, the union officials hours will be counted toward the official time allotment. Any Employer witnesses determined by either Party to be necessary to the resolution of the grievance shall also be given reasonable time to participate in the grievance process.

SECTION 7. Union-Management Grievances
Prior to submitting a grievance, the Parties are encouraged to informally discuss issues of concern with the other Party. If a grievance arises between the Parties, the Step 2 procedures apply with the understanding that the Grievance will be filed between the Union President and the Director of the organization, or their designee.

SECTION 8. Multiple Grievances
A group or "class" grievance may be brought if the class of grievants meets the requirements of numerosity, commonality, typicality, and adequacy-of-representation as stated in Federal Rule of Civil Procedure 23(a) and as interpreted by Federal law. If a group or class grievance is deemed by an external authority to meet these standards, the group or class grievance in all other respects shall proceed under the rules and procedures of this negotiated grievance procedure Article. Attorneys' fees are not available for the presentation of a group, class, or consolidated grievance. This provision, however, does not preclude the consolidation of multiple grievances into one if the Parties agree to consolidation.

SECTION 9: Failure to Respond in a Timely Manner
Should the grievance respondent fail to comply with the time limits at Step 1, the grievance may be advanced to the next step. Should the grievance respondent fail to comply with the time limits at Step 2, the grievance may be advanced to ADR upon mutual consent of the grievant and respondent. Arbitration may only be invoked by the Employer or the Union. Should the grievant fail to comply with the time limits herein, then the grievance shall be terminated.

ARTICLE 38
ALTERNATIVE DISPUTE RESOLUTION

SECTION 1. General

a. The Employer, the Union, or an employee may request use of the Alternative Dispute Resolution (ADR) (aka "Mediation") after the Step 2 decision for employee grievances, or after the final decision is issued for Union/Employer grievances. Requests to use the ADR process must be made in writing within the timelines stated in Section 3.

b. ADR does not take away any statutory or contractual rights.

c. Participation in ADR is purely voluntary on the part of both Parties.

d. ADR is confidential. The Parties entering into ADR will be advised that the contents of the mediation discussion are confidential. All notes will be destroyed at the close of mediation. Each Party will sign, and be given a copy of, the ADR settlement agreement if a settlement is achieved. The original agreement will be maintained in the Human Resources Office (HRO).

e. Any issue may be presented for mediation, provided that it was previously raised during the Negotiated Grievance Process.

SECTION 2. Participants

The mediation group consists of the disputing Parties, their representatives, and a Federal Mediation and Conciliation Service (FMCS) mediator. The mediator has the ability to request additional administrative support.

SECTION 3. Procedures

a. Within (7) calendar days of the step-2 decision, the aggrieved Party will contact the Labor Relations Specialist and/or the union representative in writing to advise them of their request to pursue ADR. Once notified of the request, the opposing party then has three (3) work days to accept or decline the request for ADR.

b. If all Parties are agreeable to proceeding to ADR, the Labor Relations Specialist will contact the FMCS to request ADR.

c. The Labor Relations Specialist will coordinate the date/time of the mediation session with the appropriate Parties, and will notify the Parties when a mediation date is set.

d. If the issue is resolved through mediation, two copies of the agreement will be executed and maintained by the Parties.

e. Achievement of an agreement between the Parties means that the issue is resolved and the ADR process is completed.

f. If the issue is not resolved after mediation the Employer or the Union, but not the employee, may invoke Arbitration proceedings within fourteen (14) calendar days of the date the failed mediation hearing was concluded, or the ADR request is dismissed, denied, or withdrawn by one of the Parties

ARTICLE 39
ARBITRATION

SECTION 1. Conditions.

a. If the Employer and the Union fail to settle any grievance(s) processed under the Negotiated Grievance Procedure, the Employer or the Union, but not an individual employee, may invoke arbitration by serving a written notice for arbitration upon the other Party within twenty (20) business days after issuance of:

1. A Step 2 Decision Notice in situations where the grievance is between the employee and an Employer's Representative, or the date such notice was due; or

2. A Final Decision Notice in situations where the grievance is between the Union and the Employer, or the date such notice was due.

b. The notice to invoke arbitration must be signed by Employer or the Union President or his/her designee.

c. If ADR has been properly and timely requested, the matter shall proceed consistent with the agreement defined in Article 38 (ADR) of this CBA.

d. The Union's demand to proceed to Arbitration will be served upon the Employer's Labor Relations Specialist, or designee.

e. The Employer's written demand will be served upon the Union President, or other designated union representative.

SECTION 2. Settlement Attempts.

The Parties are encouraged to attempt settlement at the time arbitration is invoked and throughout the process.

SECTION 3. Arbitrator Selection Procedure.

a. Within ten (10) business days from the date of the written request for arbitration, the moving Party (i.e. the Party requesting the Arbitration) will request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The moving Party will pay the fee, if applicable, to request the list. Failure to request the list of Arbitrators within the mandated time period will preclude the matter from proceeding to arbitration, except by mutual written consent of the Parties.

b. Within ten (10) business days following the receipt of the list of Arbitrators, the Employer and the Union will select an Arbitrator. If the Parties cannot mutually agree upon one of the listed Arbitrators, the Employer and the Union will alternately strike one name from the list and will repeat this procedure until only one name remains. The non-moving Party will have first right to strike one name from the list of arbitrators provided by FMCS. The remaining Arbitrator shall be the one to hear the case.

c. Within five (5) business days after the selection of the Arbitrator, the moving Party will notify the FMCS in writing of the Arbitrator selected. Upon contact by the Arbitrator with the Parties, arrangements for the arbitration date and venue will be made through the use of email or conference call(s).

d. The Parties may attempt to jointly stipulate the issues(s) to be arbitrated. If the Parties fail to agree on a joint submission of the issue for arbitration, each Party may prepare a separate submission. The Arbitrator shall determine the issue(s) to be heard.

e. The Parties may mutually agree to extend the time limits set forth in this Article.

f. In the event either Party refuses to participate in the selection of an Arbitrator, the non-refusing Party will, upon conclusion of the agreed-upon ten (10) business days, have the authority to unilaterally select one of the listed Arbitrators to hear the issue(s). If

either Party refuses to participate in the hearing, after due notice, the hearing will proceed and the Arbitrator will render his/her decision based upon the evidence presented.

SECTION 4. Time Considerations.

a. The arbitration hearing, if held, shall be conducted during the regular day shifts (Monday through Friday). The Grievant and approved witnesses who would otherwise be on duty shall be excused from duty without loss of pay or charge to annual leave so that they may participate in the arbitration proceedings during the time they are required to do so. Witness' tours of duty will be rescheduled for only the time necessary to provide testimony at the hearing. Employees who are witnesses for arbitration will be granted duty time to meet with the Representatives in preparation for the hearing.

b. If necessary, the Grievant's tour of duty will be rescheduled to allow the Grievant to attend the hearing.

SECTION 5. Requesting a Decision.

The Parties will request the Arbitrator render a decision as quickly as possible, but not later than thirty (30) calendar days from the conclusion of the hearing unless the Parties agree otherwise.

SECTION 6. Decision Results.

The Arbitrator shall not have authority to change, modify, alter or delete any terms of this Agreement, or issue any decisions contrary to the terms of this Agreement, law, rule, applicable government-wide regulations, previously-negotiated changes in working conditions, as well as previously-negotiated Department of Defense (DoD) or Army regulations, Employer policies, and any supplements thereto. The Arbitrator's decision shall be final and binding, unless it exceeds his/her authority. Either Party may file an exception to the Arbitrator's award with the Federal Labor Relations Authority (FLRA) IAW applicable law.

SECTION 7. Attorney Fees.

The Arbitrator may grant reasonable attorney fees as prescribed by applicable law.

SECTION 8. Order of Presentation

In the presentation of a disciplinary or adverse action case, the Employer will present its position first. For all other matters the grievant shall bear the burden of proof and present his/her position first.

SECTION 9. Arbitrator Fees and Expenses.

Regardless of outcome, the cost of the Arbitrator will be borne equally by both Parties. The cost of transcription services, where the Parties mutually agree, shall be shared equally by the Parties. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

ARTICLE 40
UNFAIR LABOR PRACTICE

SECTION 1.

The Employer and the Union understand and agree the filing of Unfair Labor Practice (ULP) charges or the threatening to file a ULP charge are not in the best interest of or conducive to harmonious Labor-Management relations.

SECTION 2.

a. The Employer and the Union agree prior to the filing of any ULP charge with the Authority, the charging Party will notify the other Party of its intention to file. The Parties further agree they will meet within fourteen (14) calendar days of the above notification.

b. Should the Union file a ULP against the Agency, the Union shall provide a copy to the Employer's designated Labor Relations Specialist (LRS) at the time of filing.

c. If a ULP charge is filed, the Parties shall attempt to arrive at a resolution of the issue during the course of the FLRA proceedings.

ARTICLE 41
PARKING AND TRANSPORTATION

SECTION 1. Changes in Parking Arrangements.

When changes in current parking arrangements require union notification and bargaining IAW 5 U.S.C. Chapter 71, Management will notify the Union and fulfill any obligation to bargain.

SECTION 2. Parking Policy.

a. The Employer agrees to continue to provide cost-free parking for all employees located at Aberdeen Proving Ground. . These standards include, but are not limited to:

1. Lighting – Adequate lighting in all parking areas throughout the facility.

2. Pedestrian Crosswalks – Crosswalk areas from parking area to facility will be clearly marked.

3. Signage – Clearly understandable and unobstructed signs (traffic, pedestrian, etc.) will be provided. Rally points and accountability areas to be used in the event of fire drills and emergency actions will also be clearly marked.

4. Problem Reporting – Local procedures will be negotiated for problem reporting, e.g. car lights left on, lights out in the parking lots, damaged or obstructed signs, etc.

5. The provisions of electronic security measures and security fencing are subjects for bargaining.

SECTION 3. Traffic Violations.

a. The Employer will consider providing an employee with administrative leave to cover the period of absence in which an employee was required to take leave to attend court proceedings in reference to a citation for a traffic violation on Aberdeen Proving Ground, if the employee is found by authorities to be not guilty or the charges are dismissed. This time will include reasonable travel time to court. In order to be considered for administrative leave for this time period, an employee must provide documentation showing that the charges were dismissed, or found not guilty, to their immediate supervisor upon return to the office.

b. Suspension of parking privileges will be for just cause and shall be considered an informal disciplinary action.

SECTION 4. Local Travel.

Employees who are required to attend a meeting off site (i.e. off of APG North) may submit a local travel voucher request for reimbursement of mileage IAW JTR and the APG Local Travel Policy. Employees requiring medical accommodations should contact their supervisor to discuss transportation or other options.

SECTION 5. Commute Options.

a. The Agency will promote the use of alternative commuting options and provide related information on the Employer's intranet (Example: The Army Mass Transit Benefit Program (MTBP)).

b. The Agency will provide bulletin boards for employees to advertise ridesharing opportunities.

c. The Agency and Union agree that providing bicycle parking is a value in numerous ways such as improving employee health,

reducing the carbon imprint, and reducing agency transit subsidy costs. The Employers currently provides bicycle racks throughout the C4ISR campus. If the demand for bicycles parking exceeds existing space, the Employers will consider providing additional space.

d. Employer will provide an online intranet (e.g. milSuite or something like it) where employees can create forums to which employees can post information about available car pools, rideshares, etc. Through this forum, employees can communicate amongst themselves to coordinate transportation options, and discuss commuter issues.

SECTION 6. Transportation Subsidy

The Agency will continue to provide a public transportation subsidy program for bargaining unit employees subject to the availability of funds.

All employees are eligible to apply for a transportation subsidy from the Agency. Employees eligible to participate in the Employer transportation subsidy program, which will be IAW government-wide rules and regulations.

ARTICLE 42
WHISTLEBLOWER

SECTION 1.

It is a prohibited personnel practice to engage in reprisal for whistleblowing as defined by § 2302(b) of Title 5 of the United States Code (U.S.C.).

SECTION 2.

Generally, a person with personnel authority cannot take or fail to take a personnel action with respect to an employee or applicant because of a disclosure of information by the employee that he or she reasonably believes evidences a violation of a law, rule or regulation, gross mismanagement, gross waste of funds, an abuse of authority; or a substantial and specific danger to public health or safety. The prohibition does not apply, however, if the disclosure is barred by law or is specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs, except when such a disclosure is made to the Special Counsel, the Inspector General, or a comparable agency official.

SECTION 3.

Employees who believe they have been subject to retaliation for protected whistleblowing may seek assistance from their chain of command or file a complaint with the U.S. Office of Special Counsel at www.osc.gov.

ARTICLE 43
RECYCLING/GOING GREEN

The Employer recognizes that it can make more efficient use of natural resources by maximizing recycling and preventing waste wherever practical. BUEs wanting information pertaining to the Qualified Recycling Program (QRP) can refer to DoDi 4715.23 and the APG Mandatory Recycling Policy (DPW-26) memorandum.

ARTICLE 44
OFFICIAL TIME

SECTION 1.

a. Policy Statement: Union Officials (also referred to as "union representatives" in this Article), when not engaged in authorized labor-management activities, are expected to accomplish the duties of the position to which they have been assigned. The Employer recognizes that in the furtherance of good labor-management relations, as provided for in the Statute, Union officials have the responsibility to carry out various duties and the right to use official time for the purpose of carrying out said duties IAW this CBA.

b. All union representatives are accountable to the Employer and the taxpayer for the expenditure of funds associated with the use of official time, IAW with the provisions of this CBA.

c. IAW 5 U.S.C. § 7101 *et seq*., union representatives will not be penalized (e.g., performance ratings, awards, promotions) for using official time IAW this Agreement.

SECTION 2. Definition**.**

For the purpose of this Agreement, "official time" means time granted by the Employer to BUEs designated by the Union in writing to act as union Representatives without charge to leave, IAW 5 U.S.C. § 7131.

SECTION 3. Employees Eligible for the use of Official Time.

a. The Union will provide the Employer with electronic lists of all designated union representatives within thirty (30) business days of the effective date of this Agreement. The Union will continue to provide the Employer with updated summary lists, as necessary, within five (5) business days of appointment. Each list will include the union representative's name, union position, designated official time hours available to the representative IAW this Agreement, and telephone number of each designated union representative.

b. Only those union representatives identified on the list provided by the Union will be authorized official time for union representational activities and labor-management relations functions.

c. Any union representative not designated in writing by the Union will not be recognized by the Agency as eligible forofficial time.

SECTION 4. Union Sponsored Training.

a. The Employer recognizes that mutually beneficial union-sponsored training is an appropriate representational activity for which official time may be used. When requesting official time for union-sponsored training or conferences, the Union will provide the appropriate management official with documentation at the time of the request, denoting the date, location, subject matter and provider or sponsor of the training or conference. The Employer will respond to the request to attend union-sponsored training or conferences within five (5) business days of receipt of the information from the Union.

b. The Employer's sole expense for all approved Union-sponsored training or conferences will be official time. Whereavailable, and if requested in advance, the Employer shall permit the use of Employer training space for union sponsored training.

SECTION 5. Exclusions.

a. Official time is not appropriate for use by a union representative for authorized activities performed outside of the employee's approved work schedule. An employee's approved work schedule may include work performed at an approved alternate duty location (e.g., at an employee's residence under an approved telework agreement).

b. IAW 5 U.S.C. § 7131, the use of official time is prohibited for internal union business.

SECTION 6. Provisions for Official Time.

a. For the purpose of this Agreement, authorized activities means those activities undertaken by designated union representatives on behalf of BUEs or the Union, pursuant to 5 U.S.C. § 7101 *et seq.* and this Agreement. Activities for which official time may be authorized are comprised of the following:

1. Negotiations and informal discussions, including preparation time. Note: Ground Rules affiliated to any specific mid-term bargaining issue may establish additional "pools" of official time, which are not considered to be part of this agreement.

2. Attendance at formal discussions between one or more representatives of the Employer, one or more representatives in the unit, or their representatives concerning any grievance or any personnel policies or practices or other general condition of employment covered by 5 U.S.C. § 7114 (a)(2)(A).

3. Grievance meetings and arbitration hearings, including preparation time, if the Union is the designated representative.

4. EEO complaints, if the Union is designated as the representative of the complainant, including preparation time.

5. Attendance at an examination of an employee who reasonably believes he or she may be the subject of disciplinary or adverse action and the employee has requested representation pursuant to 5 U.S.C. § 7114 (a)(2)(B) (i.e., an employee's invocation of *Weingarten* rights).

6. Conferring with affected employees about the terms of the CBA.

7. Effectuating contacts with members of Congress and their staffs on behalf of the bargaining unit employees regarding legislation that involves conditions of employment, as defined by the Federal Labor Relations Authority (FLRA), of unit members.

8. Attendance at formal discussions, or meetings at which union representatives are authorized members by the Employer, or the CBA.

9. Holding Union Office Hours to address BUE questions/concerns.

10. Conducting training on labor relations issues for employees.

11. Attendance at the Employer's recognized activities to which the Union has been invited.

12. Representational activity authorized by 5 U.S.C § 7101 et seq. (e.g., § 7114(b)(4) requests, Freedom of Information Act (FOIA) requests related to representational activity, research and informational meetings IAW the Labor Statute).

13. Travel to any of the activities listed above.

b. Unused official time hours do not carry over into the next fiscal year.

c. From the effective date of this agreement, Union officials will be allowed to use official time for performance of the union activities described in Section 6a as follows:

1. 2,000 hours cumulative for all Union Officials.

2. The President is capped at 25% official time per year.

3. Each additional union representative is capped at 10% official time per year.

d. The total number of hours will be prorated based on the number of remaining calendar days in a fiscal year as of the day this agreement is signed. The number of hours will be rounded up to the next hour.

e. In the event that the Union does not have designated representatives assigned to fill each of the Executive Board positions (including, but not limited to, Executive Vice President, Area Vice President for CERDEC, etc.), the Union shall forfeit the hours of official time affiliated to said slots.

f. If a union representative holds more than one (1) position over the course of a fiscal year, the number of hours of official time granted may not exceed the total number of official time allocated to any single position that the official held during that year.

g. If the Union President will not be available for five (5) consecutive business days or more, the Union President may designate a representative to act in his absence. The number of hours used by the designated representative will count toward the total number of annual official time hours allotted for the President. Electronic designation must be made to the designated Employer representative no less than ten (10) business days in advance of the Union president's absence. Notification of the designation will include the designee's name and the expected duration of the designation.

h. The Parties agree to provide annual, joint, live (in-person) training for designated union representatives and their first line supervisors, covering the processes and procedures to properly record time in the Employer timekeeping system. The training will be provided between 1 September and 31 October of each year, and will inform designated union representatives and their first-line supervisors of the proper accounting and time-reporting codes to be charged for the new fiscal year. The Employer will provide a sign-in sheet to the Union at the conclusion of each training session.

SECTION 7. Procedures for Requesting, Approving and Recording Official Time.

a. All union representatives must report to their official duty workstation at the beginning of their regular working schedule, unless an exception is requested and approved in advance.

b. A union representative planning to use official time will, in advance of such usage, request and receive approval from his/her immediate supervisor through email communication unless an emergency situation arises. The union official and supervisor shall mutually agree on the amount of advance notice that will be required so as not to impact the mission. Union representatives requesting official time will follow existing procedures to document their request in ATAAPS. Neither the union representative nor his/her supervisor has the right to unilaterally establish a metric regarding how far in advance (for example: 48 hours) the union representative must request the use of Official Time.

c. Retroactive approval of official time requests shall be granted by the immediate supervisor when appropriate (e.g., when an authorized representational activity requiring the union representative's attention occurs, but no one in the management chain is readily available to approve). It is understood by the Parties this will not occur often and will typically only occur during emergency situations.

d. All official time requests shall include the nature of the representational duty to be performed (outlined in Section 6a.), the Employer in which the representative will be performing duties (i.e., CECOM, CERDEC, or PEO C3T), and the actual or estimated amount of time needed. Request will also specify the estimated departure and return time of the requesting Party; the location at which the representational duty will be performed; and a telephone number at which the requesting Party can be reached

while on official time. The union representative will not be required to disclose the name or specific unit identification of the employee represented.

e. Official time requests will not be requested or approved for the purpose of representing employees outside the certified Bargaining Unit.

f. Immediate supervisors will promptly consider the official time request and will grant the request unless it is determined that the union representative's presence at his/her worksite is necessary to meet the immediate supervisor's work requirements. If the immediate supervisor determines that the union representative's presence is necessary to meet the work requirements, the immediate supervisor shall, by the end of the next work day, provide the union representative with a written reason for denial and specify an alternate time that will be permissible for the use of the requested official time.

g. Once the official time use is concluded, the union representative will create and store his/her official time record in the ATAAPS, or other approved medium. The record will include his/her time of departure from normal duty station, return time and cumulative time used for the representational activity. If more than one representational activity is performed on a particular date, the specific amount of time spent for each representational activity should be included in the ATAAPS record as separate entries. The codes used to classify the activity for which the official time was used are currently as follows:

1. BA – Term Negotiations
2. BB – Mid-Term Negotiations
3. BD – Labor Management Relations
4. BK – Grievances and Appeals

h. Official Time records will be maintained and will be readily accessible for review by the union official's immediate supervisor at all times.

i. Time entries will be made by the union representative on a bi-weekly basis, concurrent with the Employer's standard time and attendance reporting practice.

j. Reporting information related to the use of official time will be maintained for a period of at least six (6) years.

k. The Employer agrees to, within sixty (60) business days of the signing of this agreement, provide instructions to Union officials, their timekeepers, and their supervisors on how to properly input official time into the timekeeping system (currently ATAAPS). New instructions will also be provided as changes occur (e.g., new fiscal year).

SECTION 8. Travel Associated with Official Union Business.

a. Union representatives must submit a request for official time in advance of traveling via email, ensuring that the official time request explicitly states that it is travel for a purpose covered in Section 6 above. This request will also include the reason for the travel, location, dates and contact information. The union representative utilizing approved official time is considered on official duty.

b. Union representatives will not use their Government Issued Travel Card for Union business.

SECTION 9. Allegations of Abuse.

The Parties recognize the seriousness of allegations of abuse of official time. Union representatives will make every effort not to abuse official time. Alleged abuses of official time shall be brought to the attention of an appropriate Union official on a timely

basis, (normally within fifteen (15) days of the date of the alleged abuse) by an appropriate management official. The management official will discuss the matter with the Union president, as appropriate, before taking further action. If the matter cannot be resolved, appropriate action may be taken to resolve the dispute.

APPENDIX A

GROUND RULES FOR MID-TERM BARGAINING OF CHANGES IN WORKING CONDITIONS

SECTION 1: Purpose.

a. Should informal bargaining be unsuccessful, the following ground rules apply to all midterm bargaining, (i.e. formal bargaining outside of terms negotiations) entered into as a result of changes initiated by either Party, and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71 of the statute. Absent mutual consent, no other ground rules will be negotiated at any level. The Parties agree that each has a responsibility and duty to bargain in good faith as required by 5 U.S.C. Chapter 71, Section 7114(b)."

b. NEGOTIATIONS: The Parties agree that professional decorum will be maintained during negotiations. There will be no personal attacks or abusive language. This is not to be construed, however, to mean robust discussions will not occur.

SECTION 2: Location of Negotiations.

a. Negotiations will be held in a suitable meeting room at Aberdeen Proving Ground provided by the Employer. Any costs associated with travel to Aberdeen Proving Ground for the union negotiation team will be funded by the Union.

b. The Employer will furnish a caucus room which is in close proximity to the negotiation room and which will provide privacy for the caucusing Party.

SECTION 3: Schedule of the Negotiations.

a. Negotiations will begin on an agreed upon date/time IAW the CBA. If needed, negotiations will be held regularly until an agreement is made or the Parties have reached impasse. The Parties agree that negotiations will be conducted during normal business hours, e.g. 0900 to 1630 hours, Monday through Friday.

b. Either Party may temporarily suspend negotiation sessions when other business reasons require by giving at least 24 hours advance notice to the other Party. Both Parties agree, however, that suspension of negotiation sessions will not be used to unnecessarily delay negotiations

SECTION 4: Negotiating Teams.

IAW 5 U.S.C. 7131(a), the Union may designate as many union negotiators, whom are Unit employees, as it wishes so long as that number does not exceed the number designated by the Employer. Management will determine the number of members of its negotiating team. The union will be entitled to an equal number on taxpayer funded union time. Prior to the beginning of each negotiation session, management will notify the union of how many team members they will have present at the upcoming negotiation session. The union will designate a chief spokesperson and the members of its negotiation team prior to the start of negotiations so that arrangements may be made for their release on taxpayer funded union time. The parties may select alternate team members who may be used in lieu of primary members whenever a primary team member is unable to attend. At each negotiating session, both parties will have someone entrusted with the all the authorities required in 5 U.S.C. 7114(a)(4) and (b).

a. Alternates may substitute for committee members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

SECTION 5. Observers.
Observers will be allowed by mutual consent of the Parties. No more than one observer from either side may be allowed at each negotiating session. Observers will not participate in the negotiations process, but may participate in caucuses.

SECTION 6. Subject Matter Experts (SME's).
a. It is further understood that the Parties may mutually agree to call in subject matter experts (SMEs) during the negotiations. SMEs may provide input telephonically if they are not located near the site of the negotiations. The SMEs are not members of either negotiating team but may be needed to assist both sides with specific negotiating issues.
b. Neither Party is in any way restrained from seeking or obtaining advice, information or assistance from any source before or after actual negotiations.

SECTION 7. Official Time.
Union team members shall be granted official time during negotiations, to include negotiability appeals, mediation, and/or impasse proceedings. Use of Official Time must be coordinated by the employee with their immediate supervisor IAW Article 44 (Official Time) of this CBA. Official time scheduled will not adversely impact the organization's mission requirements. Overtime or compensatory time shall not be paid or accredited for attendance at negotiations which occur outside an employee's tour of duty. Management is not required to compensate employees attending negotiations on their regularly scheduled day off.

SECTION 8. Travel and Per Diem.
If applicable, each side shall pay the travel and per diem for their own bargaining team members.

SECTION 9: Negotiations.
The Party who receives the change request will submit their proposal IAW Article 11 (Matters Appropriate for Consultation and Negotiations) of this CBA. The Parties may agree to modify already submitted proposals, in an effort to reach mutual agreement on them.

SECTION 10: Caucus.
It is agreed that either Party requesting a caucus will leave the negotiation room to caucus at A suitable site provided by the Employer. There is no limit on the number of caucuses which may be held, but each Party will make every effort to restrict the number and length of caucuses in the interest of bargaining in good faith.

SECTION 11. Negotiability.
a. 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 a reasonable period of time. Such request must be made within ten (10) calendar days. Nothing in this Section will preclude the right of judicial appeal.
b. This procedure does not preclude the Parties from revising any proposals to overcome questions of negotiability during the period of negotiations.

SECTION 12. Mediation and Negotiation Impasse.
a. Parties will make diligent efforts to reach agreement during negotiations. Should the parities reach an impasse on a Section of the proposals, the Parties may agree to table that proposal and return to it at the conclusion of all other negotiations or by mutual consent at any time. However, if an agreement cannot be reached after at least three separate attempts at negotiations, Parties agree to request assistance from the Federal Mediation and Conciliation Service (FMCS). This does not preclude either Party from seeking FMCS assistance at any time in order to facilitate good faith negotiations.
b. Should FMCS fail to mediate an agreement of an Article, then each Party reserves the right to independently submit proposals in dispute to the Federal Services Impasses Panel (FSIP) IAW 5 U.S.C. 7119. Should the Parties agree, they may also submit proposal in dispute jointly to FSIP.

SECTION 13: Coming to an Agreement.
a. During negotiations, the chief negotiator for each Party will signify agreement on each Section by initialing the agreed-upon Section. The chief negotiator for each Party will retain his/her copies and initial the other Party's copy.
b. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and impasse items, will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations.
c. The Parties may reconsider or revise any agreed upon Section by mutual consent.

SECTION 14. Maintenance of Records.
a. It is agreed that no official transcript will be made of the negotiation proceedings. However, each Party may make and keep its own notes and records.
b. The negotiation proceedings will not be recorded by means of any tape/electric/electronic recording device.

SECTION 15. Ratification and Approval.
a. If ratification is required for the policy/MOA the Parties are negotiating, the Union must make the Employer aware of that requirement at the start of negotiations.
b. Once negotiations are complete and initialed by both Parties, a draft copy of the finalized language will be provided to the Union and they will be allowed ten (10) calendar days to ratify the agreement, if needed. If the union fails to ratify the agreement, negotiations will commence no later than ten (10) business days from the date the ratification decision occurs, unless otherwise mutually agreed to by The Chief Negotiators. The entire agreement will be subject to renegotiations. The union, however, will advise management which provisions were not ratified.

SECTION 16. Agency Head Review.

After an agreement or policy has been executed, it will be forwarded to the DoD Defense Civilian Personnel Advisory Service (DCPAS), Labor and Employee Relations Division, for Agency Head Review as required by Chapter 71, Title 5 U.S.C. In the event DoD does not approve the agreement within thirty (30) days, the agreement will become effective pursuant to Chapter 71, Title 5 U.S.C. If DoD disapproves the agreement or policy, the Parties will begin immediately to resolve the disapproved language. This does not prevent the union from challenging before the Authority the negotiability of any provision declared nonnegotiable by the Agency Head.

SECTION 17. Effective Date.

Once the agreement has been approved by the Agency Head or absent disapproval by the Agency Head within thirty (30) days of execution, the agreement shall become effective.

SECTION 18.

All timeframes in these ground rules may be modified by mutual consent.

APPENDIX B

ALTERNATIVE DISCIPLINARY AGREEMENT (ADA)

I, (Employee's name), voluntarily elect to accept corrective disciplinary action from Management for the offense specified below under the Alternative Discipline Agreement (ADA).

DESCRIPTION OF OFFENSE:

By accepting discipline under ADA, I willingly admit to the above named offense. I fully understand and realize that Management would have imposed a____day suspension without pay had I not elected to accept ADA.

I agree that this action is considered my first offense IAW the Department of the Army Table of Penalties for Various Offenses.

I understand the ADA agreement will remain in my electronic Official Personnel Folder (eOPF) for up to three (3) years. Upon request the ADA may be removed from my OPF after one-year, when I and my supervisor agree that the purpose of the ADA has been served. I further understand that after a period of up to three (3) years after the ADA is signed by all Parties, it will be removed from my OPF.

I understand that my choice to participate in ADA as stated above is voluntary and I fully agree with the terms of this agreement. I know and understand that if I had not signed this agreement and had been suspended without pay, I would have had appeal/grievance rights with respect to the charge and penalty described above. I fully understand that my election to sign this agreement waives my right to appeal or grieve the____day suspension that would have been imposed.

I understand that I will have two (2) full work days, not counting the day that I have received this, to consider whether I want to sign this agreement, accepting Alternative Discipline in lieu of the____day suspension.

I understand that I am represented by AFGE, Local 1904 and therefore I am entitled to representation IAW the negotiated agreement between the AFGE, Local 1904 and CECOM-CERDEC and PEO C3T. I may contact the union for assistance at Building 4313 off Boothby Hill Road, or at phone.

I am committed to improving my future conduct; however, I understand Management will deal more harshly with any further misconduct and/or wrongdoing IAW progressive discipline.

_____	_____	_____	_____
EMPLOYEE'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE
_____	_____	_____	_____
UNION REPRESENTATIVE'S SIGNATURE	DATE	CPAC HR SIGNATURE	DATE

APPENDIX C

ALTERNATIVE WORK SCHEDULE PROGRAM

1. PURPOSE: This policy establishes policy, assigns responsibilities and prescribes procedures for the operation of the Employer under the Alternative Work Schedule (AWS) Program.

2. APPLICABILITY: All BUEs. Matrix support should continue to follow the work schedule guidance of the parent organization.

3. POLICY: The objective for implementation of an AWS program within the Employer is to fully support mission accomplishment while improving the efficiency and productivity of operations, enhancing personnel recruitment and retention, reducing absenteeism, decreasing overtime expenses, fostering energy conservation through reduction of commuter traffic, and furthering employee job satisfaction and morale by improving the quality of work life.

   a. The AWS program does not alter other regulations concerning the utilization of leave and compensatory time nor the rights of supervisors or employees.

   b. Use of the AWS program must not disrupt or impede successful accomplishment of the Employer's mission i.e., the working hours of each employee must allow for the accomplishment of the organization's mission.

   c. Management is responsible for determining whether any part of their organization is being substantially

disrupted in carrying out its functions or incurring additional costs because of participation, and if so determined, management may restrict or exclude employees from participation in the program.

d. If the Employer finds that a particular AWS program has an adverse mission impact, it may discontinue the particular AWS program after notifying the union, G1, CPAC and the Labor Relations Officer.

e. Employees are prohibited from working without a minimum 30 minute lunch period or through their lunch period to shorten their daily work schedule

4. DEFINITIONS:

a. Alternative Work Schedule (AWS): A flexible or compressed work schedule.

b. Basic Work Week: An approved 40-hour workweek comprised of five 8-hour workdays plus a minimum 30 minute-maximum 60 minute lunch period. A standard 40-hour workweek will normally be 0800-1630 when an employee takes a 30 minute lunch period. Departure hour will be extended to accommodate lunch periods.

c. Compressed Work Schedule (CWS): A fixed schedule which fulfills the basic 80-hour work requirement within either 5/4/9 or 4/10 workdays (also see Appendix 1). The CWS arrival hours will be fixed between 0630 - 0915 and departure hours between 1530 -1800. Depending on individual circumstances, an employee may be granted a start time as early as 0600. No day-to-day variation of arrival or departure time is authorized under the CWS program unless authorized by a supervisor. Employees who participate in CWS must coordinate their start and departure to ensure compliance with the required core hours and having an arrival no sooner than 0600 and a departure no later than 1800, with a 30 or 60 minute uncompensated lunch break.

d. Core Time: That period of the workday during which all employees must be present for duty unless otherwise in an approved leave or excused absence status. For purposes of the Employer, core time will be 0915-1530 hours.

e. Credit Hours: The hours within the flexible work schedule that an employee elects to work with supervisory concurrence which is in excess of the basic work requirements so as to vary the length of a workday or workweek. Employees on a CWS are not authorized credit hours.

f. Flexible Work Schedule (FWS): A schedule which includes core hours and days when an employee must be present for work and designated hours during which an employee may elect to begin and end work to complete the basic (non-overtime) 80 hours biweekly work requirement. The FWS workweek consists of 5 workdays, 8 hours a day, plus a minimum 30 minute lunch, with arrival hours between 06300 - 0915 and departure hours between 1530-1800. Depending on individual circumstances, an employee may be granted a start time as early as 0600. Day-to-day variations in the FWS must be requested in advance and approved by the employee's supervisor.

g. Full Time Work Schedule: An established 80-hour work schedule per biweekly pay period.

h. Part Time Work Schedule: An approved 32-64 hours per biweekly pay period work schedule.

i. Under extraordinary circumstances, other than a reasonable medical accommodation request, other OPM approved work schedules may be considered and approved at the GO/SES level.

5. PROCEDURES:

a. Employees will be afforded the opportunity to select and participate in the AWS program on a voluntary basis. A fair and reasonable effort will be made to accommodate each employee request. All full-time civilian employees shall complete and submit a Work Schedule Request form (Appendix 2) to their supervisor. If a Work Schedule Request form is not received, supervisors will assume a standard workweek with hours of 0800- 1630 and a 30 minute lunch, for the employee. Upon approval by the supervisor, all Work Schedule Request forms shall be forwarded to the appropriate timekeeper. For new employees, or to change a previously approved work schedule, a new Work Schedule Change Request form must be submitted to and approved by the supervisor and forwarded to the timekeeper.

b. Appendix 3 provides the Master Work Schedule form. It provides the supervisor with an overall organization "snapshot" of employees participating in AWS and their work schedules. The form should not be altered since it includes the required data and format. A Master Work Schedule form shall be maintained by each office.

c. It may be necessary, because of the nature of the work performed, to require certain employees of organizational elements to remain on the basic workweek; i.e., 8 hours a day, 5 days a week. Accordingly, authority is delegated to supervisors to determine the extent, if any, to which employees within their office will be required to remain on the basic workweek. All employees requesting to participate in the AWS program will be notified in writing by their supervisor of the reasons the request is denied. Further, if determined to be necessary for operational reasons, the supervisor may temporarily suspend or permanently terminate participation in the program and assign the employee to a basic 5-day workweek. The action to temporarily or permanently change the work schedule must be explained to the employee and will be provided in writing using Appendix 4.

d. If mission needs arise that requires a change to one or more employee's FWS or CWS or if one or more employee is required to work either part or all of their regular day off (RDO), the supervisor and the employee will document in writing an arrangement to reschedule the employee's RDO or tour of duty. FLSA for nonexempt employees may require overtime to be paid.

6. ADMINISTRATIVE PROCEDURES:

a. Timekeepers: Timekeepers will maintain a schedule of work for each employee. For employees participating in the AWS Program, a Work Schedule Change form approved by the employee's supervisor will be submitted to the timekeeper whenever there is a change in an employee's AWS. The change should be submitted one full pay period in advance of the pay period when the change is to be effective. A sample time keeping form is set out in Appendix 5

b. Leave:

(1) Annual and Sick Leave: The policies and procedures for requesting annual and sick leave will remain the same except the amount of leave taken for the entire day will be recorded as 8 hours for the 8-hour day, 9 hours for the 9-hour day, and 10 hours for the 10-hour day.

(2) Use or Lose: All employees should plan and schedule their leave to ensure maximum use. Supervisors are responsible for ensuring adherence to the Employer's leave policy.

c. Holiday Pay: The policies and procedures for work required on a designated holiday will remain the same. The employee, if required to work a full shift on a holiday, is entitled to 8 hours holiday pay if the holiday falls on a scheduled 8-hour workday, 9 hours pay if the holiday falls on a scheduled 9-hour workday, and 10 hours if the holiday falls on a scheduled 10-hour day.

d. Holiday: When a designated holiday falls on a full-time employee's scheduled non-workday, the following rules apply when determining "in lieu of' holidays, unless the supervisor and employee make other arrangements to reschedule the employee's day off. Note: When a holiday falls on a non-workday of a part-time employee, an "in lieu of ' holiday will not be granted.

(1) If a holiday falls on a scheduled non-workday of the employee, the employee's preceding workday will be designated the "in lieu of ' holiday.

(2) If a holiday falls on the Sunday non-workday of an employee, the subsequent workday will be the employee's designated "in lieu of' holiday.

e. Excused Absence: Excused absence from duty may be administratively authorized without loss of pay and without charge to leave; for example, the installation is closed due to inclement weather. If such absence is authorized during an employee's regular day off, employees will not be given equivalent time off at a later date.

f. Court Leave: Supervisors will determine on a case-by-case basis whether an employee will remain on CWS or convert to the basic workweek while on court leave. The following procedures shall apply:

(1) An employee who is under summons from a court to serve on a jury will be placed on the basic work week and will continue to work that schedule for the entire pay period.

(2) An employee who is not ordered or subpoenaed to testify (they are testifying voluntarily); or who is summoned as a witness in a judicial proceeding to testify in a non-official capacity in lawsuits where the Government is not a party, must use leave to do so. The employee may continue to work his or her CWS.

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

h. TDY and Training: Supervisor will determine on a case-by-case basis whether an employee will remain on CWS or convert to the basic workweek (5-day, 8 hour schedule) while in TDY or training status. When an employee covered by a CWS or FWS program is assigned to a temporary duty station using another work schedule-either traditional or AWS-the supervisor may allow the employee to continue to use the schedule used at his or her permanent work site (if suitable) or

require the employee to change the schedule to conform to operations at the temporary work site.

i. Overtime: For employees on CWS, work performed in excess of the employee's established compressed work schedule in a biweekly pay period is overtime work. The employee is entitled to compensatory time or overtime pay, as appropriate per the Fair Labor Standards Act (FLSA). For example, an employee on CWS who must work on his/her RDO, should have his/her RDO rescheduled within the pay period. If this is not possible, the employee shall receive compensatory time or overtime pay, as appropriate, for hours worked that day. For employees on FWS, overtime hours are all hours of work that are officially ordered in advance by management and in excess of 8 hours in a day or 40 hours in a week.

j. Credit hours for employees on FWS or the basic workweek will be accumulated and used as follows:

(1) Accumulation:

(a) A full-time employee may accumulate up to twenty-four (24) credit hours for carry over from one biweekly pay period to the next. Hours in excess of twenty-hour (24) will be forfeited.

(b) A part-time employee may accumulate up to one-fourth of the credit hours scheduled in his or her biweekly basic work requirement. For example, if a part-time employee has a biweekly basic work requirement of forty-eight (48) hours, he or she may carry over a maximum of twelve (12) credit hours.

(c) Credit hours may be accumulated in fifteen minute increments but may only be taken in one (1) hour increments.

(2) Credit hours are non-overtime work in the biweekly pay period in which they are worked. The employee receives no additional pay for credit hours and such hours are officially credited to his or her account in the timekeeping system.

(3) Credit hours are considered part of the basic work requirement (non-overtime work) in the biweekly pay period in which they are used.

(4) An employee is entitled to his or her basic rate of pay for credit hours. Credit hours will not be used by an employee to increase his or her entitlement to overtime pay.

(5) An employee will not be paid night time differential, Sunday pay or Holiday pay for credit hours.

(6) Credit hours must be used within the current leave year.

(7) Credit hours cannot be used before they are earned.

(8) Employees who leave the Employer on a permanent basis are required to use their balance of credit hours while employed by the Employer, or they will be forfeited.

7. INDIVIDUAL RESPONSIBILITY: The AWS program allows individuals a measure of personal control over working hours. This freedom is accompanied by a high degree of responsibility. Maximum cooperation between employees and supervisors must be exhibited to make sure AWS is an effective and beneficial program to both management and the employee. Employees may be required to use the Time and Attendance Record at Appendix 5 to report their time to their timekeepers on a biweekly basis, or such forms as may be developed and approved by Directors or their designees.

8. ABUSE: A supervisor may terminate an employee's approved AWS when it relates to mission requirements, staffing needs, or when there is evidence of abuse of privileges of using AWS.

9. ACCOUNTABILITY: Employer may require an individual employee, or employees to manually or electronically sign in and sign out at the beginning and end of each lunch break and/or workday, on a standardized form maintained by the supervisor or designee or may implement other methods of verifying time and attendance after providing the Union with notice of the method being used. This applies to employees on AWS, CWS, or regular work schedules.

COMPRESSED WORK SCHEDULE CHART

4/10 COMPRESSED PLAN

Basic Work Requirement: A full time employee must work eight 10 hour days, with a minimum 30 minute lunch, for a total of 80 hours a biweekly pay period. The agency head determines the number of hours a part-time employee must work in an 8-day biweekly pay period.

Tour of Duty: The "tour of duty" is limited to four 10-hour days.

Overtime Work: Overtime work is work ordered or approved in advance by management and is in excess of the compressed work schedule's basic work requirement.

5/4/9 COMPRESSED PLAN

Basic Work Requirement: A full time employee must work eight 9 hour days and one 8-hour day, with a minimum 30 minute lunch, for a total of80 hours in a biweekly pay period. The agency head determines the number of hours a part-time employee must work in a 9-day biweekly pay period.

Tour of Duty: The "tour of duty" is less than 10 workdays in a biweekly pay period.

Overtime Work: See 4/10 COMPRESSED PLAN

WORK SCHEDULE REQUEST

Name:
Org Code:
Effective Date:

Selections (Choose one)

( ) Standard 40-Hour work week of (0800-1630) (If schedule is not 0800-1630, specify start and end time).

( ) FWS – Complete start and end times for each workday.

( ) CWS – If applying for the 5/4-9 Compressed Plan complete start and end times for each 9-hour workday and the 8-hour workday. Also indicate scheduled day-off with "RDO" in the appropriate block. If applying for the Four Day Work Week, complete start and end times for each 10-hour workday. Also indicate scheduled day-off with "RDO" in the appropriate box.

Week One: Sunday through Saturday; Start and End times for each day
Week Two: Sunday through Saturday; Start and End times for each day

I have read and understand the information contained in the AWS program policy and agree to comply with the provisions described within. I understand that approval of the modified scheduled hours is subject to mission requirements and efficient office operations and may be changed subject to the approval of the Supervisor.

Employee Signature/Date:

Supervisor Signature/Date:

MASTER WORK SCHEDULE

DATE:

(LIST THE FOLLOWING)

Name:

AWS: YES/NO

Day(s) Off:

Duty Hours (Start/Stop):

*e.g. 1st Monday, 1st Friday, 2nd Monday, 2nd Friday, etc.

ALTERNATIVE WORK SCHEDULE (AWS) CHANGE FORM

To: _____

From: _____

Subject: ALTERNATIVE WORK SCHEDULE (AWS) for the pay period beginning _____ through _____ your participation in the AWS program must be temporarily/permanently withdrawn due to the following reason(s):

Check and provide a brief explanation in the space provided below:

( ) Mission Requirements

( ) Travel

( ) Training

( ) Court Leave

( ) Military Leave

( ) Other _____

Your participation in the AWS program will be reinstated as of _____

_____

Supervisor Signature/Date