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## **PREAMBLE**

Crane Army Ammunition Activity (CAAA) and Local No. 1415 of the American Federation of Government Employees, AFL-CIO (Union) enter into this Collective Bargaining Agreement (Agreement) to establish the relationship between the Parties and develop a framework for resolving labor-management issues. This Agreement and any subsequently executed supplemental written agreements will constitute the entirety of the agreement between the Parties.

The Parties intend to promote and improve the efficient administration of the Federal Service, the performance of CAAA's mission and the well-being of CAAA employees; to establish consistent personnel policies and a basic understanding of these personnel policies and practices, procedures, and other matters affecting conditions of employment which are within the Commander's discretion; and to provide a means for the amicable discussion and resolution of all matters of mutual interest.

CAAA's Commander has primary responsibility and authority to negotiate, approve and administer this Agreement. For the Union, the Union's President, through the Union Designated Representative (UDR) has primary responsibility and authority to negotiate, approve, and administer this Agreement.

The health, welfare, safety and morale of employees and the effective accomplishment of CAAA's mission covered by this Agreement are paramount.

The Parties will attempt to resolve issues in a cooperative manner through the processes established by this Agreement; however, in the event issues cannot be reached on any matter, the provisions of this Agreement and Title 5 of the U.S. Code and other relevant laws, rules, and regulations will apply.

Whenever language in the agreement 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 CAAA retains the sole discretion to assign work and to determine which individuals will perform those duties.

This Agreement will be binding on any successor or assignee of all or any part of CAAA to the extent consistent with law.

## **ARTICLE 1: AUTHORITY & RECOGNITION**

### **SECTION 1: GENERAL AUTHORITY.**

This Agreement is authorized pursuant to Chapter 71 of Title 5 of the U.S. Code .

### **SECTION 2: APPLICABILITY.**

This Agreement applies to eligible General Schedule (GS) and Wage Grade (WG) employees, as identified on the employee's Position Description (PD), i.e., bargaining unit employees. Managers, supervisors, and employees described in 5 U.S.C. Section 7112(b) are excluded from the bargaining unit. Subsequent references to "**employees**" or "**bargaining unit employees**" mean only eligible bargaining unit employees represented by Union.

### **SECTION 3: EXCLUSIVE REPRESENTATION.**

Union is the exclusive representative of all bargaining unit employees. Union has the exclusive right to act for and negotiate agreements applicable to bargaining unit employees.

### **SECTION 4: PERFORMANCE OF OFFICIAL DUTIES.**

CAAA will take no adverse action against any Union official for the proper performance of required Union duties.

### **SECTION 5: ENTIRETY OF THE AGREEMENT.**

This Agreement supersedes all prior agreements or past practices between the Parties and constitutes the entirety of the agreement between the Parties. All Memoranda of Understanding (MOUs), Memoranda of Agreement (MOAs), or other side agreements between Union and CAAA are hereby rescinded with the effective date of this Agreement. If there are MOUs or MOAs negotiated subsequent to this Agreement, each MOU or MOA will identify the date or event that will cause the subsequent MOU or MOA to expire, be consecutively numbered, and dated by calendar year. CAAA will distribute any new MOUs or MOAs to Union and to all employees. Any new MOUs or MOAs will carry the same authority as this Agreement.

### **SECTION 6: COPIES OF THE AGREEMENT.**

CAAA will furnish all employees a copy of this Agreement and maintain a copy of the Agreement and any subsequently executed MOUs or MOAs on the CAAA sharepoint.

## **ARTICLE 2: RIGHTS OF CAAA, UNION, AND EMPLOYEES**

### **SECTION 1: COMMITMENT TO INFORMAL RESOLUTION.**

CAAA and Union are committed to the principle that the most expeditious and economical way for an employee to address a concern is at the lowest level possible. CAAA and Union encourage employees to take matters of personal concern first to their immediate supervisor, then to their chain of supervision through a Union official. The Parties agree to address any suspected **unfair labor practice** (ULP) with the opposing party before filing a formal action. The responding party shall have fifteen (15) days to respond to the suspected ULP.

### **SECTION 2: RIGHTS OF CAAA.**

- A. Subject to 5 U.S.C. § 7106 (b), CAAA retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency. In accordance with applicable laws, CAAA also retains the right:
- (1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted.
  - (3) 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.
  - (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.
- B. Nothing in this Agreement shall preclude any agency and any labor organization from negotiating on:
- (1) At the election of CAAA, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
  - (2) Procedures which CAAA will observe in exercising any authority under this Agreement.

- (3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement by CAAA.

**SECTION 3: UNION RIGHTS.**

- A. Union is the exclusive representative of the employees in the unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit.
- B. Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievances or any personnel policy or practices or other general conditions of employment.
- C. Upon request of the employee, to be present at an examination of the employee by a representative of CAAA in connection with an investigation as detailed in the **Weingarten Rights** below.
- D. As detailed in other Articles and Sections of the Agreement, the Union has the right:
  - (1) To present its views to the CAAA, either orally or in writing to include electronic media, on any matter of concern about conditions of employment;
  - (2) To dispute the interpretation or application of the agreement, law, rule or regulation;
  - (3) To fulfill its obligations to represent employees to the fullest extent permitted by law.

**SECTION 4: RIGHTS OF EMPLOYEES.**

- A. Each employee shall have the right to form, join, or assist any labor organizations, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by Chapter 71 of Title 5 of the U.S. Code, including the right:
  - (1) To act for Union in the capacity of a representative and the right, in that capacity, to present the views of Union to CAAA and other officials of the

executive branch of the Government, the Congress, or other appropriate authorities, and;

(2) To engage in the collective bargaining process with respect to conditions of employment through elected representation of their own choosing.

B. CAAA shall take such action consistent with law as may be required in order to assure employees are apprised of the previously stated rights. The Parties agree that no interference, restraint, coercion, or discrimination is practiced within the bargaining unit, to encourage or discourage membership in the Union.

C. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction using Form 1187 (Authorization for Allotment) .

D. The rights of Union under the provisions of this Agreement shall not be construed to preclude an employee from being represented by an attorney or other representative, other than Union, of the employee's own choosing in any disciplinary action, grievance, appeal action, or other matter, except those filed under the negotiated grievance procedure established in this Agreement.

E. **Weingarten Rights:** The employee has the right to be represented by Union during any examinations by a representative of the CAAA in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) The employee requests representation.

CAAA shall annually inform bargaining unit employees of their **Weingarten Rights**.

F. Employees who feel they have not been treated fairly and equitably have a right to present their grievance to appropriate management officials for prompt consideration and an objective decision.

G. Employees have the right to see a Union steward within a reasonable time after notifying their supervisor.

(1) Management will notify the appropriate Union representative(s) and provide status to requesting employee in a timely manner.

- (2) Such meetings will be arranged and held in a timely manner. Usually, meetings should be held in private at or near the work site of the requesting employee.
  
- H. Chapter 71 of Title 5 of the U.S. Code does not authorize any employee to assist a labor organization or participate in its management or represent it, if such activity could result in a conflict or apparent conflict of interest or would otherwise be incompatible with the law or the employee's official duties. Unless authorized by Union, no employee will participate in any activity as a member, official, or agent of the Union.
  
- I. Employees may exercise their full rights pertaining to matters of employment without fear of restraint or retaliation.
  
- J. CAAA will allow reasonable time to employees for the conduct of official business. Examples of official business include matters related to employment to include use of any authorized grievance procedures, and requests to speak with any person in the employee's chain of supervision. Employees must request their supervisor's permission to leave the job site for this purpose; however, employees are not required to state the specific matter to be addressed. CAAA supervisors will normally grant permission for such, the exception is when valid operational requirements dictate otherwise. In such cases, the supervisor will schedule an appointment for the employee as soon as operational requirements allow.

## ARTICLE 3: UNION OPERATIONS

### SECTION 1: RESOURCES.

CAAA, in coordination with Naval Support Activity Crane, will provide the Union necessary resources, to include facilities, access to transportation and office equipment, required to support the professional and efficient conduct of Union business allowed under Title 5 of the U.S. Code. CAAA also agrees to provide:

#### A. **Official time:**

- (1) CAAA agrees to allow the UDR, official time on a full-time basis to administer this Agreement. In the event that CAAA determines there would be an undue interruption to the mission the UDR would be notified in writing by the CEA. Full-time UDRs may elect to work a flexible schedule as follows:
  - (a) Full-time UDRs working a flexible schedule will work the core hours at least two (2) days each week.
  - (b) Hours will be reported in the timekeeping system and certified by the employee each pay period.
- (2) Union may at any time submit a request to CAAA for a specified number of “block” hours to conduct official business. A request will be submitted to the CEA and include: the name of the Union official conducting the official business, the name of the supervisor in the Union official’s work area, the number of requested hours, a description of the official business expected to be performed, and the expected duration of the official business.

Union representatives will report the proper time code on their timesheet when conducting official business.

- (3) The UDR, or the assigned Union official, will be provided official time, unless valid operational requirements dictate otherwise, to conduct **official business** as authorized by 5 U.S.C. § 7131. **Official business** includes, but is not limited to:
  - (a) Meetings with management: Time spent with management representatives in any representational activity such as meetings and consultations, negotiations, grievance and appeal presentations, FLRA proceedings, arbitration hearings, formal meetings and Weingarten investigative meetings;
  - (b) Term Negotiations: Time used to prepare for and negotiate a basic collective bargaining agreement or its successor;

- (c) Mid-term Negotiations: Time used to prepare for and bargain over issues raised during the life of the Agreement;
  - (d) Grievances, Dispute Resolution, and Appeals: Time used to investigate, evaluate, research, prepare, and process disputes, grievances, clarification of unit, unfair labor practice charges, adverse actions, EEO complaints, performance rating appeals, etc.
  - (e) General Labor-Management Relations: Time used to confer with unit employees regarding working conditions and contract interpretation, review and study of policies or other matters affecting the bargaining unit, research, preparation, and distribution of labor-management information to unit employees, labor relations training; and
  - (f) Attendance at workshops or seminars for training which management determines is mutually beneficial.
    - i. CAAA will provide approved time, per diem, travel expenses and any required fees or tuition for Union officials who attend mutually beneficial training or activities.
    - ii. Only the Commander or CEA can approve or disapprove a Union request to attend training.
  - (g) Requests for official time will be submitted by the UDR to the supervisor.
- (4) Activities specifically excluded from the definition of **official business** under 5 U.S.C. § 7131 include, but are not limited to:
- (a) Election of officers and/or stewards, inclusive of all related activities, campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.;
  - (b) Preparation and distribution of any internal bulletin or newspaper;
  - (c) Preparation and distribution of any literature soliciting membership;
  - (d) Soliciting signatures on dues withholding authorization forms;
  - (e) Union meetings relating to the internal business of the Union; and
  - (f) All organizing activities.
- (5) Prior to any on-duty discussion with an employee in a work area, the assigned Union official will contact the employee's immediate supervisor

and inform the supervisor of the need to conduct **official business** with the employee. Supervisors will normally grant permission to conduct **official business** unless valid operational requirements dictate otherwise. In such cases, the supervisor will advise the Union official when such a meeting can safely occur. Upon completion of the **official business**, the employee and Union official will report back to their respective supervisors.

- (a) If official time cannot be granted as requested, the Union official can request that the second-level supervisor review the denial.
  - (b) If the request cannot be granted within twenty-four (24) hours, applicable timelines will be extended if feasible.
- (6) CAAA may grant Union officials annual leave or leave-without pay (LWOP) to conduct Union business which is referenced in paragraph 4 above. When possible, Union officials should schedule such leave in advance.
- (7) CAAA and Union will conduct a joint orientation training session on the interpretation of this contract for the Parties.

The Parties will further conduct refresher training on the interpretation of this contract to employees as needed.

**B. Official information:**

- (1) Upon a showing of a particularized need, CAAA will provide information to the Union in accordance with the provisions of Title 5, Section 7114(b)(4) of the U.S. Code and all other applicable laws, regulations, and policy.
- (2) Union shall have access to and use of the Crane Center's guard mail, CAAA news, bulletin boards, CAAA phones, FAX/copier/scanner, transportation, and CAAA's e-mail for Union matters justified by requirements not excluded by Title 5 of the U.S. Code and any relevant CAAA policy.
  - (a) Pursuant to relevant CAAA policy, CAAA will provide the Union bulletin board space for its use. The Union agrees to post only appropriate items of information and to maintain the bulletin board in an orderly condition.
  - (b) CAAA shall permit Union officials access to conference rooms, located within any CAAA area on the same basis as other users, subject to relevant CAAA policy.
  - (c) In the event office space is no longer available or provided by NSA Crane, the Parties will bargain to establish necessary space.

- (d) To the extent possible, and consistent with privacy and information security policies, CAAA shall permit Union representatives to perform official duties at their duty location, or nearest building, using CAAA resources such as copiers, scanners, computers, telephone, and facsimile machines.
- (e) To facilitate official Union business, CAAA will provide one designated parking space for Union use at the command building and Depot Operations Directorate headquarters.

**SECTION 2: REPRESENTATION & PARTICIPATION.**

- A. The Parties are committed to ensure there will be sufficient Union representation designated to adequately represent all bargaining unit employees. Union will provide CAAA, annually or as changes occur, a listing of authorized Union officials. This listing will provide the Union official's name, union position, contact information, and their assigned work area.
- B. CAAA will inform Union, normally seven (7) calendar days in advance, prior to reassigning a Union representative to a permanent work location on a full-time basis.
- C. Subject to safety and security regulations, CAAA will authorize designated Union representatives access to restricted areas to represent bargaining unit employees whenever such representation cannot be effected outside the restricted area. If access to a restricted area is not possible due to the circumstances, Union may conduct representational duties at the Union hall.
- D. To the extent practicable, CAAA will provide a private place for meetings between Union representatives and employees. If a private place is unavailable due to the circumstances, Union may conduct representational duties at the Union hall.
- E. Overtime is generally not available for performance of representational duties. The Parties are mutually committed to resolving matters in an efficient manner at the least cost. Accordingly, most issues can and should be resolved during the standard workweek; however, in the event CAAA determines in its discretion that a representational situation cannot be delayed until the standard workweek, the supervisor may authorize official time to a representative currently in an overtime status. If official time is not approved, any meeting will be rescheduled during the standard workweek when a Union representative is available.

**SECTION 3: DUES WITHHOLDING.**

- A. Any employee may authorize the payment of Union dues through payroll withholding. CAAA will absorb the expense of this service to its employees.

- B. Per an employee's authorization, CAAA will withhold allotted dues from the payroll prepared for each bi-weekly pay period. The amount to be withheld will be the amount specified by the employee in Section A of SF 1187. Should the Union change its dues rate, the Union President or UDR shall immediately notify the CAAA's Customer Service Representative (CSR), in writing, of the new dues rate and the effective date of the change. The new amount will be withheld the next payday provided CAAA's CSR received the Union's notice at least two (2) weeks prior to payday. Union may initiate no more than two (2) rate changes in any calendar year.
- C. Employees may submit a dues allotment to CAAA at anytime; however, allotments will only become effective at the beginning of the first pay period after their receipt. Such allotments will continue in effect until the allotment is terminated under Section 3(D).
- D. CAAA will terminate allotments for payment of Union dues pursuant to 5 U.S.C. § 7115:
- (1) Should the Union lose the required recognition;
  - (2) Should an employee lose eligibility to be represented by the Union as a bargaining unit member;
  - (3) Should an employee be suspended or expelled from the Union; or
  - (4) Upon the employee's request; however, employees may only cancel their allotment at the end of the calendar year.
  - (5) After the first year of membership, members may submit a revocation Form (SF-1188) at any time after one (1) year of the date dues allotments were first withheld.
  - (6) After one (1) year of membership, members may submit revocation Form (SF-1188) at any time; however, CAAA will only process the request in the month of January.
- E. Union shall procure and distribute Form SF-1187 and certify the amount of its dues. The Union is also responsible for informing its members of the procedures to be used to make or terminate allotments for the payment of dues.
- F. Union shall promptly notify CAAA's CSR when it suspends or expels any Union member who has authorized dues withholding.
- G. CAAA shall, in a timely manner, provide the Union a copy of written revocations of allotments. CAAA's CSR will notify the Union, by email, when an employee withdraws a request (by Form SF-1188 or memorandum) to have an allotment terminated.

- H. Following each pay period, CAAA's servicing DFAS Payroll Office will remit withheld dues to the Union's Treasurer with a list containing both the names and the amount of dues withheld. CAAA will work with DFAS to correct any withholding errors. Withholding errors will be corrected as soon as possible, usually within three (3) pay periods after they are reported to CAAA.
- I. CAAA will maintain a supply of Form SF-1188 and provide a form to an employee upon request; however, an employee's written request for revocation of dues-withholding, which is complete and signed by the employee, will be accepted and processed regardless of whether an employee uses Form SF-1188.
- J. Employees requesting revocation of their dues allotment are responsible for ensuring they provide their request (by Form SF-1188 or memorandum) to CAAA within two (2) weeks prior to their anniversary date.
- K. The Parties will renegotiate Dues Withholding if necessitated by subsequent changes in law, regulation, or policy.

## **ARTICLE 4: SAFETY, SECURITY, & WORK ENVIRONMENT**

### **SECTION 1: POLICY.**

- A. CAAA's mission is to receive, store, ship, produce, renovate and demilitarize conventional ammunition, missiles and related components to meet contingency requirements in support of the warfighter, which presents potential safety risks in the workplace. CAAA is committed to the safety of all employees and will make all reasonable efforts to eliminate or mitigate any hazards or unhealthy conditions in the workplace prior to performing work.
- B. CAAA and Union encourage an open reporting culture.
- C. All employees have a duty to comply with all regulatory requirements and CAAA policies related to safety in the workplace.
- D. Employees have the right to contact and report unsafe acts or conditions to the Occupational Safety & Health Administration (OSHA) or other regulatory bodies. Even so, employees are encouraged to first report non-imminent dangerous conditions to their immediate supervisor and/or safety council for resolution at the earliest opportunity.
  - (1) CAAA will not take adverse action against an employee for reporting any valid safety or environmental concern under the provisions of 29 CFR 1960.46(a) or the provisions of this Agreement.
  - (2) An employee may be subject to discipline in extreme cases of excessive and invalid reporting of safety and environmental concerns.
- E. CAAA will consider an employee's prior work experience before assigning the employee to an unfamiliar or newly developed process, procedure, operation, or task. CAAA will determine the type and amount of training the employee requires to perform the assignment safely and professionally. If required to perform the duties of their office, CAAA will also provide any safety or environmental related training to Union officials.

### **SECTION 2: OCCUPATIONAL SAFETY & HEALTH.**

- A. Reporting procedures:
  - (1) If an employee observes an act or condition the employee reasonably believes presents an imminent risk of death or injury to themselves or

others, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures, the employee has the authority to stop any operation.

- (a) The supervisor shall immediately and directly report the matter, in person or by phone, to the Division Chief.
  - (b) The Division Chief, in coordination with the Safety Officer, shall immediately review the act or condition and make a “stop or go” recommendation, in person, or by phone, to the Director.
  - (c) The Director shall determine whether the operation will remain shutdown or can be restarted based on the recommendation of the Division Chief and Safety Officer. If the Safety Officer and Division Chief are not in agreement, the Director shall inform the Commander and/or CEA to make a final determination, and inform the UDR.
- (2) Employees shall report all other unsafe acts or conditions to their immediate supervisor as soon as practicable.
- (a) The supervisor shall attempt to resolve the matter in a timely manner. Supervisors shall respond to the employee when the supervisor has made a decision regarding the act or condition. The supervisor shall also notify the Safety Office of any concerns and/or resolutions.
  - (b) If the supervisor is unable to resolve the issue to the employee’s satisfaction, the employee may report the matter to the Safety Office for further consideration and/or resolution.

B. Accident reporting:

- (1) If an accident involving CAAA operations occurs, employees shall immediately notify their supervisor of the accident.
- (2) Supervisors shall contact the Operations Center and report the incident.
- (3) The Operations Center will notify all appropriate CAAA and Union officials of the incident.
- (4) To the extent possible, the accident scene will be preserved until Union and CAAA officials have had an opportunity to examine the scene.

- C. **On-the-job injury or illness:** CAAA will provide instructions to employees through the sharepoint website on how to submit a worker's compensation claim. When an employee is injured or becomes ill on the job, the employee will notify his or her supervisor. Employees will be afforded the opportunity to be treated at the Crane Center's Dispensary (CCD) or the provider of their choice. When an employee initiates a worker's compensation claim, supervisors and employees will jointly complete any required electronic forms with the Department of Labor.
- D. **Restricted duty:** Pursuant to CAAA's policies, CAAA may assign temporary duties to an employee who is temporarily unable to perform regular assigned duties because of illness or injury as determined by CCD. Temporary restricted duty will not be denied for arbitrary and capricious reasons.
- E. **Safety and first aid equipment:**
- (1) To avoid possible infections, any CAAA employee who requires first aid will be sent to CCD for treatment.
  - (2) CAAA will provide appropriate and necessary equipment and materials for responding to first aid situations in all work areas.
- F. **Personal Protective Equipment (PPE) & Personal Tools:**
- (1) The Safety Officer shall determine whether PPE is required to protect employees from hazardous conditions encountered during the performance of their official duties. If additional PPE measures are requested, the Safety Officer shall determine whether such PPE should be approved on a case-by-case basis. Where authorized by law, CAAA will provide all approved PPE at no cost to the employee. Employees are not allowed to use PPE not provided by CAAA unless approved in writing by the Safety Office. Employees are encouraged to obtain approval for any personally provided PPE before purchasing the PPE.
  - (2) If the Department of Army determines that insulated coveralls are necessary PPE under 29 C.F.R. § 1910.132(a), CAAA agrees to furnish at no cost to those employees determined to be necessary to perform assigned duties of their position.
  - (3) Employees are not allowed to use personal tools to perform their assigned duties, unless approved in writing by the Division Chief. The Division Chief will issue a copy of the approval to the employee and retain a copy. If an employee elects to use personal tools, the employee will be responsible for replacing the tools or be issued tools provided by CAAA. Personal tools must be maintained in good working order and will be subject to inspection by the Division Chief. Employees are encouraged to obtain approval for any personal tools before purchasing the tools.

### **SECTION 3: LUNCH, RESTROOM FACILITIES, & DESIGNATED TOBACCO USE AREAS.**

- A. Employees will have access to lunch and rest room facilities and designated tobacco use areas during lunch and break periods. Employees may be required to use the facilities nearest their assigned work area. Union and CAAA will first discuss any improvements at the Labor-Management Forum (LMF).
- B. Employees will have reasonable access to designated tobacco use areas to ensure safety in CAAA's explosive storage and manufacturing areas. Employees will follow the NSA Crane Smoking and Tobacco Use Policy. CAAA will provide employees access to NSA Crane's smoking and tobacco use policies through the sharepoint website (NSACRANEINST 5100.13, or its replacement).
- C. CAAA will allow bargaining unit employees to have access to vending machines and rest rooms during break periods.

### **SECTION 4: TRAFFIC & OTHER VIOLATIONS.**

All CAAA employees are obligated to follow NSA Crane's traffic rules and regulations. CAAA will provide employees access to NSA Crane's traffic rules and regulations through the sharepoint website (NSACRANEINST 11200.7A, or its replacement). Employees who violate traffic rules or regulations while driving a Government Owned Vehicle (GOV), whether on or off Crane Center, may be subject to disciplinary action.

### **SECTION 5: USE OF RADIO FREQUENCY DEVICES.**

Devices capable of transmitting or receiving a radio frequency signal may only be used in accordance with the Safety Office.

### **SECTION 6: PARKING.**

Employees are permitted to park a Personally Owned Vehicle (POV) in designated parking areas only.

## ARTICLE 5: HOURS OF WORK

### SECTION 1: WORK SCHEDULES.

- A. CAAA's **standard workweek** is a compressed work schedule of four (4) consecutive ten (10) hour days, Monday through Thursday, with three (3) consecutive days off, as authorized by 5 U.S.C. § 6127. CAAA's **standard work hours** are from 6:30 a.m. until 5:00 p.m., Monday through Thursday. CAAA agrees to accommodate as many employees as practical by its uniform application of the compressed workweek while ensuring efficiency, productivity and safety in all its operations. When CAAA finds a need to change the standard workweek, the Union will be notified as far in advance as possible.
- B. The Parties may negotiate and establish alternative written work schedules by Department or groups as needed.

### SECTION 2: ADVERSE SHIFT.

- A. An adverse shift means a shift which deviates from CAAA's standard workweek or a negotiated alternative work schedule.
- B. CAAA's adverse shift assignment procedure is based on the principle that qualified volunteers who want to work an adverse shift should be selected first, followed by draftees, if needed. Drafting will occur based on a rotation system. Each manager, supervisor, and employee should understand and be able to explain this process by the phrase: "**Qualified volunteers first, rotate through draftees when needed.**"
- C. For the purpose of this Section, **qualified employee** means a qualified employee as determined by CAAA.
- D. In accordance with 5 C.F.R. § 610.121(a), advance notice to establish an adverse shift is not required when the head of the agency determines that the agency would be seriously handicapped in carrying out its mission, or that costs would be substantially increased.
- E. When establishing an adverse shift, the following procedures will apply:
  - (1) CAAA shall notify employees of the need for an adverse shift on a quarterly basis.
  - (2) Employees who wish to volunteer for an adverse shift shall submit a volunteer sheet at any time after the adverse shift announcement, but no later than one (1) week prior to the start of the adverse shift. Employees may indicate up to three (3) building preferences on the volunteer sheet. CAAA will consider building preferences when assigning employees to an

adverse shift.

- (3) Employees may submit a written request (**hardship waiver**) to be excused from an adverse shift to the Division Chief, who will ensure that the request include the duration of the requested **hardship waiver**, relevant reasoning, and supporting documentation, such as statements from health care providers or court orders, if any.
  - (a) Hardship waivers will be due at the same time as the volunteer sheets for adverse shifts.
  - (b) While not every hardship can be defined or identified, general guidance will be a condition or situation outside the control of the employee that cannot be mitigated after due diligence by the employee which would prevent the employee from working other shifts.
  - (c) Hardship waivers will be evaluated by the Director and discussed with Union. The Director will inform the employee and the Union in writing when an employee will be excused from an adverse shift.
  - (d) Employees are responsible for informing the Division Chief of any hardships arising after the hardship waiver request due date. Employees are required to bring such hardships to the attention of the Division Chief as soon as the hardship is known and submit a request for a hardship waiver, if desired. Such hardship waivers will be considered on a case-by-case basis.
- (4) Assignment of qualified employees to an adverse shift will be for the duration of the three (3) month period, depending on workload.
- (5) When possible, CAAA agrees to provide a minimum of seven (7) calendar days advance notice to the affected employees prior to the first day an adverse shift is scheduled to start or end, unless CAAA would be seriously handicapped in carrying out its mission or costs would be substantially increased. CAAA and Union will meet in advance of such changes to discuss.
- (6) CAAA will assign qualified employees from the Directorate for which an adverse shift is required.
  - (a) Should more qualified employees volunteer than required, CAAA will assign employees based on Leave Service Computation Date (LSCD) order to the adverse shift, highest to lowest.
  - (b) If more employees are needed to fill the adverse shift than the number of employees who volunteer, CAAA will draft employees for the adverse shift based on the adverse shift rotation roster.

- (c) If during the three (3) month period the manning requirements for an adverse shift change, qualified employees on the shift will be re-assigned to other jobs on an adverse shift, if any, based on LSCD, lowest to highest, with the most senior employees being returned to a regular shift when possible.

**SECTION 3: MEAL & BREAK PERIODS.**

- A. CAAA's standard meal period is thirty (30) minutes in duration.
- B. The following guidelines will govern breaks periods:
  - (1) The supervisor will designate the break area to be used in accordance with the provision set forth in Article 4 of this Agreement.
  - (2) Supervisors may stagger breaks based on operational requirements.
  - (3) During times of extreme weather conditions, additional breaks may be authorized by the supervisor. The supervisors will consider providing bargaining unit employees additional breaks during extended work hours.
  - (4) Employees will not be afforded additional duty time outside normal meal and break periods for smoking. Employees needing additional time may request annual leave for smoking.
  - (5) Employees who have their lunch or rest breaks interrupted by work requirements will be permitted to take the remainder of their breaks at another time during the same shift, but not at the end of the shift.
  - (6) With cause, a supervisor may establish an alternative break schedule for employees under their supervision.

**SECTION 4: ALLOWED TIME.**

- A. Where CAAA determines, according to an SOP, that it is necessary to accomplish work, supervisors will allow bargaining unit employees adequate time for donning and removing PPE at the beginning and ending of the work period or personal hygiene both prior to lunch and at the end of the shift.
- B. When operational requirements permit, supervisors will allow employees adequate time to conduct personal business, which cannot reasonably be conducted during non-duty hours, at Crane Center facilities.

**SECTION 5: HOLIDAYS AND CLOSED DAYS.**

- A. Except in emergency situations, CAAA will advise all employees who are

required to work on a holiday a minimum of twenty-four (24) hours in advance. CAAA will advise the Union of the total number of employees scheduled to work on a holiday.

- B. CAAA will consult with the Union by 1 January on the number of non-production days each year. Employees are encouraged and permitted to earn and use compensatory time off on non-production days, take earned leave, or take leave without pay. Employees who choose to work on non-production days will perform housekeeping tasks, preventive maintenance tasks they are authorized and qualified to perform, training, or other non-production work as assigned by CAAA management.

## ARTICLE 6: LEAVE

### SECTION 1: GENERAL.

- A. The taking of leave is the right of the employee, subject to the approval of the supervisor based on work needs of the division. Leave will not be denied for arbitrary or capricious reasons.
- B. Employees are responsible for managing their leave balances. If employees request and use leave but have no leave available, employees will be considered absent without leave (AWOL). Leave without pay may be authorized at CAAA's discretion.
- C. CAAA will administer all leave in a fair and consistent manner. Operational planning and organization efficiency is best served when bargaining unit employees schedule leave as far in advance as possible. Employees normally need only provide general information with regard to the reason leave is requested.
- D. All leave will not be approved and/or denied in an arbitrary and capricious manner. If leave is cancelled the employee and the supervisor will sit down and schedule the cancelled leave at the employee's election. When leave is denied for justifiable and valid reasons, the supervisor will provide the reason(s) in writing on the employee's leave request form.
- E. If the supervisor or designee does not respond to the employee's advance request for leave within three (3) business days with a denial or before the requested leave commences, whichever comes first, the leave is assumed approved.
- F. If CAAA anticipates blackout periods when leave will not be approved, the employees will be told these periods as far in advance as known to assist employees in scheduling leave.
- G. Employees will use an OPM-71 to request leave, regardless of type. Employees will submit this form to their supervisor. Employees who request leave telephonically will complete and submit an OPM-71 on the first day of their return to work.

### SECTION 2: ANNUAL LEAVE.

- A. **General:**
  - (1) Requests for leave will be submitted for the period of 1 February to 31 January. Employees will request the leave by 15 January and the supervisor will inform the employee of denial or approval by 31 January. This projected leave will be re-verified by 30 August. In leave conflicts,

the employee with the senior LSCD will have priority to take the leave.

- (2) Leave not forecasted shall be granted on a first-come, first-served basis as mission allows.
- (3) All employees are required to forecast, at a minimum, their projected “use or lose” leave. This provides the necessary documentation in the event that the employee needs to request restoration of cancelled leave that cannot be rescheduled.

B. **Unforecasted Leave:** Employees requesting unforecasted leave will do so with their immediate supervisor as far in advance as possible. If the immediate supervisor is not available, the employee will contact the acting supervisor that is a management employee or the second level supervisor if the acting supervisor is unavailable.

C. **Emergency Leave:** Employees requesting emergency leave shall contact their immediate supervisor as near as possible to the start time of their scheduled shift on the first day of any unscheduled absence, no later than thirty (30) minutes after the start of their shift. All attempts must be made to contact their immediate supervisor within the required timeframe. If their immediate supervisor is unavailable, they are to contact the alternate designated supervisor(s) that is within their area/division. Supervisors will provide a designated call list to employees. Employees shall request the type of leave and the date the employee expects to return to work. In extenuating circumstances, it may be necessary for an employee to have another person report the employee’s need for leave; however, the employee taking leave is responsible for ensuring their absence is properly reported. In the event an employee is unable to contact their supervisor within thirty (30) minutes after the start of the shift, the employee will provide documentation explaining why the employee was unable to do so.

**Employees may contact their supervisor via telephone or text message; however, emergency leave is considered disapproved unless the supervisor approves the emergency leave verbally or by a responsive text message. Subject to the supervisor’s determination, employees may be required to document the emergency.**

D. **Advanced Annual Leave:** Employees may request an advance of annual leave up to the amount the employee may be expected to earn for the remainder of the leave year. If advanced annual leave is approved and the employee separates from employment prior to earning the leave, any remaining unearned balance will be repaid by the employee from the employee’s retirement contributions.

### **SECTION 3: SICK LEAVE.**

A. Union and CAAA encourage employees to conserve sick leave so it will be available to them in case of extended illness.

- B. Requests to use sick leave for the purpose of pre-scheduled medical, dental, or optical examinations will be submitted to the immediate supervisor as far in advance as possible via email or the appropriate form. Sick leave may not be in use until the employee has received approval from the supervisor.
- C. Employees requesting sick leave for purposes other than pre-scheduled appointments shall contact their immediate supervisor as near as possible to the start time of their scheduled shift on the first day of any unscheduled absence, but no later than thirty (30) minutes after the start of their shift. All attempts must be made to contact their immediate supervisor within the required timeframe. If their immediate supervisor is unavailable, they are to contact the alternate designated supervisor(s) that is within their area/division. Supervisors will provide a designated call list to employees. In extenuating circumstances, it may be necessary for an employee to have another person report the employee's need for leave; however, the employee taking leave is responsible for ensuring their absence is properly reported. In the event an employee is unable to contact their supervisor within thirty (30) minutes after the start of the shift, the employee will provide documentation explaining why the employee was unable to do so.

**Employees may contact their supervisor via telephone or text message; however, sick leave is considered disapproved unless the supervisor approves the sick leave verbally, in writing, or by a responsive text message.**

- D. An employee may support the request for sick leave by the following:
  - (1) A medical certificate, from the employee's health care provider; or,
  - (2) An employee's self-certification statement for sick leave in circumstances where the illness was not treated by a health care provider. The self-certification will indicate why a health care provider was not seen; for example, remoteness of area, a previously medically documented chronic condition, or other specific reasons. If the supervisor is concerned that the employee's ability to work may be impacted, the supervisor may require the employee to provide medical documentation to include the incapacitation and specific limitations to work requirements to approve further sick leave. Employees cannot use self-certification in instances where workplace limitations are required; these instances require medical certification.
  - (3) The use of sick leave in itself does not constitute misuse or abuse. For example, a pattern of sick leave used every Friday, could trigger an investigation into sick leave abuse, but would not necessarily constitute leave abuse per se. If there is reason to believe the employee is misusing or abusing sick leave privileges, the following will apply:
    - (a) The employee will be advised that because of a questionable sick

leave record, a medical certificate signed by a physician or practitioner may be required for each subsequent absence on sick leave.

- (b) If an employee is placed on leave restriction, it will be in writing, and it will contain an explanation of why the employee is on leave restriction.
- (c) The attendance records of employees on leave restriction will be reviewed and reconsidered every six (6) months and the requirement withdrawn, if warranted.

E. CAAA may advance up to 240 hours of sick leave in cases of serious disability or ailment.

F. **Advanced Sick Leave.** Employees may request an advance of sick leave up to thirty (30) days in accordance with law and government-wide regulations such as those found in 5 C.F.R. 630.402. If advanced sick leave is approved and the employee separates from employment prior to earning the leave, any remaining unearned balance will be repaid by the employee from the employee's retirement contributions.

G. **Sick Leave for Family Care or Bereavement.**

- (1) Sick leave may be used to provide care for a family member as a result of a physical or mental illness; injury; pregnancy; childbirth; or medical; dental, or optical examination or treatment; or to make arrangements necessitated by the death of a family member or attend the funeral of a family member.
- (2) For health and safety reasons, employees who become pregnant should notify their immediate supervisor of their pregnancy as soon as it is suspected or known to ensure the employee's duty assignments to be monitored to avoid exposures to materials which may harm the development of the baby.
- (3) Family member means a spouse or domestic partner and parents thereof; children (including adopted) and their spouses (or domestic partners); parents; brothers and sisters and their spouses; grandparents and grandchildren and spouses thereof; domestic partners and parents thereof, including partners of individuals within that list right there; any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- (4) Full-time employees can use a total of up to 104 hours of sick leave each year for these purposes. This will be pro-rated for part-time employees.

- (5) Doctor's certification of an employee's absence to care for a sick family member will follow the provisions of this Article.
- (6) When employees request time off on sick leave for purposes relating to the death of a family member, supervisors may request information concerning the relationship to the deceased, location of the funeral, dates, etc., to ascertain how much sick leave can reasonably be approved.

#### **SECTION 4: FAMILY & MEDICAL LEAVE (FMLA).**

- A. Employees are entitled to twelve (12) workweeks of unpaid leave in accordance with the FMLA during any twelve (12) month period for things such as: the birth and/or care of a child; the placement of a child with the employee for adoption or foster care; the care of a spouse, child or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.
- B. Upon receipt of appropriate medical certification, FMLA leave may be taken intermittently, or the employee may work under a schedule that is reduced by the number of hours of leave taken as FMLA leave. An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA, but management may not require that this be done.

#### **SECTION 5: ADMINISTRATIVE LEAVE.**

##### **A. General Provisions:**

- (1) **Administrative leave** means an excused absence from duty without any loss of pay or charge to an employee's leave balance. To be granted administrative leave, employees must be in a duty-status or have been scheduled to work during the period for which administrative leave is granted. When administrative leave is granted, the amount of leave each employee receives will be based on the employee's work schedule.
- (2) All administrative leave must be approved by the Commander.

##### **B. Inclement Weather:**

- (1) NSA Crane, in coordination with the joint commanders, will determine whether Crane Center will be closed due to inclement weather. CAAA will notify employees of administrative closures or dismissal notifications due to inclement weather by public announcement. Employees may obtain the weather advisory message by calling 866-249-2154 or 854-2603.
- (2) When Crane Center is closed due to inclement weather, CAAA will grant

administrative leave for the period of closure. All irregular overtime will be cancelled during the closure period and no administrative leave will be paid for cancelled irregular overtime.

- (3) If Crane Center is not closed during inclement weather and liberal leave has been authorized by the weather advisory message, non-essential employees have the option to report to work or use unscheduled annual leave, or leave without pay, if no annual leave is available. Employees using leave are responsible for contacting their Supervisor to request such leave in accordance with standard leave request procedures.
- (4) If a county in which an employee resides or through which an employee commutes to work is under an emergency as declared by the local authority restricting non-emergency travel on local roads, administrative leave will be authorized during the employee's scheduled work time during the emergency when the roads are closed. An employee requesting leave is responsible for contacting their Supervisor to request such leave in accordance with standard leave request procedures. Employees shall inform the Supervisor of the county where the employee resides and where any restrictions are in place. If the local authority lifts the travel restrictions, unless notified otherwise by CAAA, employees will be expected to arrive at work within a reasonable amount of time after the emergency is lifted.
- (5) When weather conditions permit the employee to return to work, employees must submit a leave slip (OPM Form 71) documenting the request. Supervisors approving leave without pay shall note the request was granted due to inclement weather. Leave without pay granted under this section will not be used to discipline an employee.

**C. Funeral leave for military reasons:**

- (1) CAAA will grant funeral leave for military reasons to an employee in connection with the funeral of, or memorial service for, his immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the armed forces in a combat zone.
- (2) CAAA shall grant an employee funeral leave for military reasons as is needed and requested by the employee, not to exceed three (3) workdays, without loss of or reduction in pay, leave to which he is otherwise entitled, or credit for time or service, and without adversely affecting his performance or efficiency rating. The three (3) days need not be consecutive but if not, the employee shall furnish the approving authority satisfactory reasons justifying a grant of funeral leave for nonconsecutive days.
- (3) CAAA will grant employees who are veterans of a war, campaign, or

expedition, for which an Armed Service authorized a service ribbon or campaign badge or who are members of a Veteran's organization's honor guard or ceremonial group, administrative leave of up to four (4) hours per occurrence to allow for attendance, participation as pallbearers, or participation as a member of either a Color or Honor Guard, in funeral ceremonies for active members of the Armed Forces of the United States.

- (4) Employees requesting funeral leave for military reasons shall submit the request to the Commander on Form OPM-71.
- (5) Employees requesting funeral leave for military reasons may be asked to provide documentations supporting the request.
- (6) The Commander has discretion to approve or disapprove leave for military reasons.

D. **Voting in elections:** When the polls are open for less than three (3) hours before or after the employee's scheduled hours of work, CAAA may grant employees sufficient administrative leave to enable the employee to vote. Employees must request such leave prior to the day of the absence, identify the location at which they will vote, and certify they will use the time granted to vote. Employees will request such leave on an OPM-71.

E. **Blood donations:**

- (1) **On-site donation:** DOD employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate blood on site, for recuperation following blood donation, and for necessary travel to and from the donation site.
- (2) **Off-site donation:** Supervisors may approve up to four (4) hours of administrative leave for off-site blood donations. Except in emergency situations, employees must submit requests for leave in advance.
- (3) All requests to donate blood are subject to supervisor approval based upon such things as the number of employees already approved for leave on the date in question, as well as, workload requirements.

F. **Volunteer firefighters:** Employees who serve as a Volunteer Firefighter or Volunteer Police Officer in their community may be allowed administrative leave of up to twenty (20) hours per calendar year to respond to or recover from an emergency call. To be considered for such leave, the following apply:

- (1) For Volunteer Firefighters: The employee must possess both a State of Indiana firefighter certification number and an Indiana Voluntary Firefighters Association registration card. When requesting administrative leave for the performance of duties associated with firefighting, employees

will be required to provide verification from the Fire Department and both their certifications and department number on Form OPM-71.

- (2) For Volunteer Police Officers: The employee must provide proof that the employee is an active member of the auxiliary or police unit, duly sworn by the proper authorities to act as a law enforcement officer. When requesting administrative leave for the performance of duties associated with law enforcement, employees will be required to provide verification that the employee was assigned to perform law enforcement duties at the time the leave is taken on Form OPM-71.

- G. **Tardiness:** A Director may excuse unavoidable tardiness of fifteen (15) minutes to one (1) hour. Immediate supervisors may excuse unavoidable tardiness of less than fifteen (15) minutes. Excused instances of tardiness shall be accounted for as administrative leave on the employee's timesheet and on Form OPM-71.

## **SECTION 6: OTHER LEAVE.**

### **A. Court Leave:**

- (1) Court leave is the authorized absence from work status without charge to leave or loss of pay, of an employee for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of a state or local government or on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party.
- (2) The following work or leave status applies:
  - (a) When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of a state or local government, the employee shall be entitled to court leave during the time absent as a witness, including reasonable travel time to and from the site of the appearance. Sufficient time will be given to employees to disengage from work for personal cleanup to meet their court obligations.
  - (b) When summoned or assigned by the Employer in an official capacity on behalf of the U.S. Government, an employee shall be on official duty status, as distinguished from a leave status, and entitled to regular pay. If an employee works second or third shift, they will be placed on days for the duration of court time, without loss of shift premium.
  - (c) When an employee is summoned or assigned by the Employer to testify in his official capacity or to produce official records at a judicial proceeding, the employee shall be in an official duty status,

as distinguished from a leave status, and entitled to regular pay.

- (d) If an employee must go to court on his or her own behalf or as a witness in a civil proceeding in which a government is not a party, they must request annual leave or leave without pay (LWOP).
  - (3) When an employee is summoned as either a witness or juror, the employee shall be required to present such court orders, subpoena, or summons, if one is issued, to their supervisor as far in advance as possible.
  - (4) If an employee is on annual leave when called for jury duty or witness service, court leave shall be substituted for annual leave and the employee will not be charged with annual leave.
  - (5) An employee who is under proper summons from a court to serve on a jury shall be granted court leave for each day that he or she serves on a jury or is required to remain on the premises of the court waiting for a call to jury duty. The employee is not entitled to court leave when he or she is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of one day. Therefore, an employee may be required to return to duty or be charged annual leave if excused from jury service for one day or even a substantial part of a day. If an employee is excused for a substantial part of the day, they must contact their supervisor and the supervisor shall determine if the employee shall return to duty or be charged annual leave. In making the decision as to whether an employee will be required to return to duty, management should take into consideration whether a return to duty would cause a hardship to the employee.
  - (6) Upon return to duty, the employee will provide the supervisor with written evidence of attendance at court, showing the dates and hours, if possible. Employees who received payment for court duty are responsible to complete required forms and action to receive regular pay in lieu of court pay.
- B. Leave for religious purposes:** Unless it would cause undue hardship on the Employer's mission, CAAA agrees to grant leave to employees requesting leave for religious holidays of their faith. Such absences will be charged to either annual leave, compensatory leave, or leave without pay when no annual leave is available. When an employee's personal religious beliefs require the employee to abstain from work and the employee has neither annual leave nor compensatory leave available, CAAA will grant the employee leave without pay.
- C. Leave for bone marrow or organ donation:** An employee may use up to seven (7) days of paid leave each calendar year to serve as a bone-marrow donor. An employee may also use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Excused time off may be used for testing and medical

appointments that are required prior to the actual donation procedure. Employees agree to provide appropriate doctor's certification to document the request.

**SECTION 7: LEAVE TRANSFER PROGRAM.**

Employees are entitled to participate in the voluntary leave transfer program, which allows federal employees to donate annual leave for the use of other federal employees in medical or family emergencies.

**SECTION 8: LEAVE WITHOUT PAY (LWOP).**

- A. Employees may request LWOP in lieu of utilizing sick or annual leave. Approval of LWOP will be based on mission needs.
- B. LWOP may be granted to a bargaining unit employee who is elected to a position of national officer of AFGE for the purpose of serving full-time in the elected position or who is selected as national Union representative of AFGE.

CAAA and the employee who has been elected to a position as a national officer of AFGE will enter into an agreement defining the conditions of the LWOP.

## ARTICLE 7: OVERTIME WORK

### SECTION 1: POLICY.

- A. Definitions:
  - (1) “**Qualified employee**” means, for the purpose of this Article, a qualified employee as determined by CAAA.
  - (2) “**Overtime schedule**” means the weekly list of names of employees assigned to work overtime.
  - (3) “**Holiday overtime**” means the period of approximately two months from the first pay period beginning on or after October 31 through the first pay period ending on or after January 1 of the following year.
- B. The intent of this Article is to:
  - (1) Define the procedures for offering overtime in a fair and equitable manner.
  - (2) Document assigned overtime.
  - (3) Maintain planned workload requirements.
- C. Overtime workdays will be treated the same as a regular workday for disciplinary purposes.
- D. CAAA will notify employees of scheduled overtime as far in advance as circumstances permit.
- E. Employees called in for overtime will receive a minimum of (2) two hours of overtime.
- F. Early termination of overtime work:
  - (1) CAAA will attempt to relocate qualified employees to other areas, if work is available prior to releasing employees from overtime work.
  - (2) After the start of the overtime shift, when circumstances require CAAA to terminate the overtime work prior to the scheduled ending time, employees will be paid the greater of:
    - (a) Two hours of pay; or
    - (b) The number of hours actually worked.
- G. When an employee’s shift cannot be adjusted for mandatory physicals, employees will be paid overtime for as long as needed to complete the physical.

**SECTION 2: SCHEDULED OVERTIME SOLICITATION PROCESS.**

- A. By close of business every Monday, employees shall declare an overtime preference on the Overtime Solicitation Form.
  - (1) Each employee shall sign the Overtime Solicitation Form and indicate whether he or she volunteers to work overtime for the remainder of the week if overtime is available.
  - (2) If an employee is on leave on a Monday, the employee is responsible for notifying their Supervisor whether he or she desires to volunteer for overtime in advance, or prior to the close of business. Supervisors are responsible for making the appropriate declaration on the Overtime Solicitation Form and signing the form on behalf of the employee.
- B. Divisions and staffing areas with limited numbers of qualified personnel will be exempt from the overtime solicitation and tracking process on a case-by-case basis as agreed in writing by the Director and UDR.

**SECTION 3: OVERTIME ASSIGNMENT PROCEDURE.**

- A. CAAA's overtime assignment procedure is based on the principle that qualified volunteers who want to work overtime should be selected first, followed by draftees, if needed. Each manager, supervisor, and employee should understand and be able to explain this process by the phrase: "**Qualified volunteers first, draftees when needed.**"
- B. The appropriate Supervisor of each work area will maintain a current overtime record for the equitable assignment of overtime.
- C. The overtime record shall include:
  - (1) A listing of all employees assigned to the Supervisor by job title, series, grade, and LSCD; and
  - (2) A record indicating the number of overtime hours assessed to the employee to-date.
- D. If overtime work is required, CAAA shall review the Overtime Solicitation Forms, the Overtime Records, and the overtime manning requirements to determine which employees are qualified and where to assign each employee to satisfy the manning requirements to work overtime.
- E. As soon as practicable in the workweek, CAAA will assign overtime to **qualified employees** as required in the following order:
  - (1) Employees of the job series, title, and grade who have volunteered from

within the Division requiring overtime work.

- (a) Employees will be selected by overtime hours assessed to-date, lowest to highest, except for **holiday overtime**, when employees will be selected by overtime hours assessed to-date, highest to lowest.
  - (b) In the event two or more employees have the same number of overtime hours assessed to-date, employees will be selected based on LSCD, highest to lowest.
- (2) In the event all **qualified employees** from the Division have been selected for overtime, employees of the job series, title, and grade will be selected from the list of volunteers within the Directorate, then the Command by overtime hours assessed to-date, lowest to highest, except for **holiday overtime**, when employees will be selected by overtime hours assessed to-date, highest to lowest.
- (3) In the event all **qualified employees** of the same job series, title, and grade have been selected for overtime from the Command, **qualified employees** of any grade will be selected from the list of volunteers, by overtime hours assessed to-date, lowest to highest, except for **holiday overtime**, when employees will be selected by overtime hours assessed to-date, highest to lowest.
- (4) In the event there is an insufficient number of volunteers, employees will be drafted from within the Division from the pool of **qualified employees**. If an overtime requirement on an adverse shift cannot be filled by volunteers, employees will be drafted from the same adverse shift requiring overtime.
  - (a) Employees will be selected by overtime hours assessed to-date, lowest to highest.
  - (b) In the event two or more employees have the same number of overtime hours assessed to-date, employees will be selected based on LSCD, lowest to highest.
- F. Supervisors shall post the **overtime schedule** on the unofficial bulletin board as soon as practicable in the appropriate work area accessible to employees.
- G. On a weekly basis, supervisors shall track and post the overtime hours worked on the unofficial bulletin board. Employees will be assessed overtime hours on the basis of overtime hours scheduled.
- H. Employees transferred from another Division will carry over any overtime hours assessed year-to-date.

- I. By the close of business on Thursday, every employee shall check the **overtime schedule** to determine whether they are scheduled to work overtime and to determine whether there are any errors known to the employee. If an employee believes there is an error in the schedule, the employee should bring the error to the attention of their supervisor as soon as possible.
- (1) If an employee is on leave on Thursday and volunteered to work overtime, and has not already been notified of need to work overtime, the employee is responsible for contacting the Supervisor by noon to determine whether the employee is scheduled to work overtime and when and where the employee is to report for overtime work.
    - (a) If the employee fails to contact their supervisor by noon, CAAA shall notify the next qualified employee. The employee who volunteered but failed to contact their Supervisor without good cause shown will be assessed with the overtime hours.
    - (b) Employees who fail to call their supervisor two (2) times in a twelve (12) month period without good cause shown will not be permitted to volunteer for overtime for six (6) months, but may be drafted for overtime.
  - (2) If an employee is on leave on Thursday and is drafted to work overtime, CAAA shall contact the employee to notify the employee that he or she is scheduled to work overtime and when and where the employee is to report for overtime work. If CAAA is unable to reach the employee, CAAA shall notify the next qualified employee.
- J. “No Show” and tardy employees:
- (1) Employees who are scheduled to work overtime but fail to show up may be subject to discipline, unless good cause is shown by supporting documentation. Employees who fail to show up for overtime without good cause shown two (2) times in a twelve (12) month period will not be permitted to volunteer for overtime for six (6) months, but may be drafted for overtime.
  - (2) Employees who are scheduled to work overtime and report they will be unable to work the overtime may be subject to discipline unless good cause is shown.
    - (a) Employees will be required to submit supporting documentation to demonstrate good cause or to explain why the employee was incapacitated to perform work.
    - (b) Employees who fail to show up for overtime without good cause two (2) times in a twelve (12) month period will not be permitted to volunteer for overtime for six (6) months, but may be drafted for

overtime.

(3) An employee who has a pattern of tardiness for overtime work may be subject to discipline.

K. Except for regular and recurring overtime, if CAAA cancels an overtime requirement after the schedule has been posted on Thursday, the overtime roster will not be reshuffled; however, volunteers from the cancelled overtime will be placed at the top of the volunteer list for the following week, regardless of hours worked to-date.

## **ARTICLE 8: POSITION DESCRIPTIONS & JOB CLASSIFICATION**

### **SECTION 1: PURPOSE.**

Position descriptions (PDs) are used as the basis for classifying a position's pay plan, occupational series, grade level, and title. The goal of establishing a PD is to inform each employee of the regular and recurring duties of the position. CAAA will ensure that each employee's official PD reflects those duties that employees are expected to perform. PDs also serve as a tool for organizing work and informing the employee of the supervisor who provides work direction. CAAA will provide each bargaining unit employee a copy of their PD.

### **SECTION 2: PD REVIEW.**

- A. Annual review.
  - (1) CAAA is responsible for assigning work and ensuring PDs are appropriately classified. CAAA will review the PD of each occupied position during the employee's annual performance evaluation.
  - (2) During the annual performance evaluation, the employee and the employee's supervisors will review the PD to ensure it accurately reflects the duties performed.
  - (3) A free open exchange during the annual review is encouraged.
- B. Management review.
  - (1) CAAA may review and make revisions to a PD at any time.
  - (2) CAAA will provide a copy of a revised PD to the employee and discuss the revisions.
- C. Special requests.
  - (1) Duties:
    - (a) CAAA will conduct a review of an employee's PD when an employee reasonably believes that the PD does not accurately reflect their assigned duties.
    - (b) Employees shall submit a special request for review in writing to their supervisor, who will coordinate the review.
  - (2) Classification:
    - (a) CAAA will conduct a review of a position classification when an

employee agrees that the PD accurately reflects their job duties, but that the classification is incorrect.

- (b) Employees shall submit a special request for classification review in writing to their supervisor, who will coordinate the review with CPAC.

**SECTION 3: POLICY REVISIONS & POSITION DOWNGRADES.**

- A. CAAA will notify the Union upon receipt of new or revised job classification standards or directives which affect the classification of bargaining unit employees.
- B. When systemic changes occur in classification standards which may result in a position downgrade, CAAA will inform the Union upon receipt of the official notice of the change. CAAA will implement any downgrades pursuant to the time limits and requirements of applicable law, regulation, and policy.

## **ARTICLE 9: PERFORMANCE**

### **SECTION 1: PURPOSE.**

- A. The objectives of a performance evaluation and rating system include:
- (1) Improving individual performance;
  - (2) Correcting individual work deficiencies;
  - (3) Establishing performance standards and keep employees appraised of their performance in relation to these standards;
  - (4) Recognizing the merits of employees and their contributions to efficiency and economy of government operations; and
  - (5) Using the results of performance ratings as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining and removing employees.

### **SECTION 2: APPLICABLE LAW.**

Chapter 71 of Title 5 of the U.S. Code contains the legal requirement that agencies within the Federal government establish and use a performance rating system applicable to all employees. Supervisors shall rate all employees in accordance with applicable laws and regulations.

### **SECTION 3: PERFORMANCE APPRAISAL PROCESS.**

- A. Performance evaluation and rating is an important and indispensable supervisory responsibility and requires continuing appraisal to keep employees informed of noteworthy improvements, what is expected of them, any aspects of performance that need improvement, and what type of performance is acceptable. Supervisors may keep personal notes as memory aids regarding individual performance, but will not disseminate or circulate them to any person or organization.
- B. The employee's immediate Supervisor shall conduct performance evaluations and ratings of employees on an annual basis.
- (1) Employees will be evaluated based on their written performance plan.
  - (2) An employee must perform under the written performance plan for a minimum period of 120 days before an employee can be evaluated.

- (3) If an employee is assigned work in a matrix-managed environment the rating supervisor must request input from the other supervisors who have direct knowledge of the employee's performance during their rating period.
- (4) In addition to the annual rating, supervisors should hold at least one progress review to discuss performance at the halfway point in each rating period. Supervisors should discuss an employee's performance with the employee frequent enough to assure mutual understanding of any changing job requirements or to communicate any problems the employee may be encountering in performing the requirements of the position.
- (5) If the Supervisor identifies an employee who is on the verge of achieving a less than successful rating, the Supervisor will meet with and advise the employee as needed. An employee may request Union representation for any such meeting.
- (6) Ratees who are dissatisfied with their performance appraisals and cannot resolve the issue informally may request formal reconsideration in the form of a grievance established by this Agreement.

C. Supervisors shall conduct the formal evaluation as follows:

- (1) Supervisors will hold the rating discussions in a private setting with the employee.
- (2) The supervisor's appraisal will be based on a thorough knowledge of performance, the conditions under which the work is performed, and on continuous observation and evaluation of the employee's actions and results achieved.
- (3) The employee has the right to freely express his or her views at the time of the annual performance rating and may enter written comments on the reverse side of the rating form or an additional sheet.
- (4) Upon conclusion of the rating discussion, the employee should sign the form to indicate the rating was discussed. Signing does not indicate agreement with the rating, nor waive any rights established by the CBA. Supervisors will provide a copy of the evaluation to the employee at the conclusion of the discussion

#### **SECTION 4: PERFORMANCE NEEDING IMPROVEMENT.**

If an employee needs improvement in one or more performance objectives during the rating period, the Supervisor shall notify the employee of any performance deficiencies in writing. The supervisor will advise the employee of what is needed to achieve an acceptable level of performance. Performance meetings with employees will be attended by the employee, the Supervisor, and, if requested by the employee, a Union representative. Employees who need improvement are not eligible for within grade increases, promotions, or performance awards.

#### **SECTION 5: PERFORMANCE IMPROVEMENT PLANS.**

- A. If an employee is failing in one or more performance objectives during the rating period, the Supervisor shall notify the employee of any performance deficiencies in writing. The supervisor will advise the employee of what is needed to achieve an acceptable level of performance. Performance meetings with employees will be attended by the employee, the Supervisor, and, if requested by the employee, a Union representative. Employees with unacceptable performance are not eligible for within grade increases, promotions, or performance awards.
- B. CAAA will notify any employee who fails to meet any of the performance objectives at any time during the rating period and provide the employee with a written Performance Improvement Plan (PIP).
- C. CAAA shall afford employees a minimum of sixty (60) days to demonstrate acceptable performance pursuant to the PIP. Employees who are unable to demonstrate acceptable performance pursuant to the PIP, shall be reassigned, reduced in grade, or removed from federal service.

## **ARTICLE 10: ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**

### **SECTION 1: CAAA DETERMINATION.**

CAAA shall determine whether any local work situations warrant EDP. CAAA shall compensate employees whose duties unavoidably expose them to local work conditions for which EDP is authorized by law and CAAA's environmental differential pay regulation, CAAAR 37-4. EDP may be classified as either "high" or "low" hazard, depending on the risk and whether the risk has been practically eliminated.

### **SECTION 2: UNION REQUESTS.**

When Union believes that a local work situation warrants EDP, the UDR may submit a written request to the work Supervisor to review the local work situation. The request shall include a description of the local work situation, the location of the work, and a description of the nature of the exposure to risk so as to show the hazardous condition is of an unusual nature and is not practically eliminated by safety procedures, devices, or PPE. Time is of the essence in such requests. The supervisor shall review the request with CAAA management for a determination as to whether EDP is warranted or whether other safety measures can be taken to practically eliminate the risk. CAAA shall notify the UDR of its decision in writing. If CAAA denies the request for EDP, Union may file a grievance, proceeding directly to Step 3 of the grievance procedures established in this Agreement.

## **ARTICLE 11: TRAINING & EMPLOYEE DEVELOPMENT**

### **SECTION 1: GENERAL COMMITMENT.**

Effective training, to include cross-training, and development programs mutually benefits both CAAA and bargaining unit employees. CAAA will develop procedures and policies, which are consistent with CAAA's mission requirements, to implement such programs. CAAA agrees to implement and maintain effective training and developmental programs.

### **SECTION 2: DEVELOPMENTAL CONSIDERATIONS.**

CAAA will, within budgetary and regulatory limits, provide bargaining unit employees reasonable training and development opportunities. This developmental training, which must be directly related to CAAA's mission accomplishment, is intended to enhance employee performance. Both the employee and the employee's supervisor are responsible for identifying training needs. CAAA will report to Union, on a quarterly basis, any training provided to bargaining unit employees.

### **SECTION 3: CRITERIA.**

CAAA will determine the criteria it will use to allocate limited training funds. CAAA agrees to give priority consideration for training and employee development first to permanent employees; however, CAAA retains the right to determine who shall receive training, regardless of an employee's appointment status. CAAA will provide employees or groups of employees fair and equitable consideration for training and developmental programs. CAAA is not obligated to provide training to employees for positions they do not hold or are not currently qualified.

## ARTICLE 12: PERSONNEL MANAGEMENT

### SECTION 1: MERIT PROMOTIONS.

- A. DA uses USA Staffing as its automation tool to process **merit promotion** actions. AFGE will be notified of any changes to the system. An employee's resume, along with other required documents, submitted to the USAJOBS database will be considered in determining the employee's qualifications for the vacancy. All **merit promotion** actions will be announced and processed under the provisions contained herein:
- (1) CPAC will post all vacancy announcements to the USAJOBS web site ([www.usajobs.gov](http://www.usajobs.gov)). CAAA will publicize internally through e-mail to provide the widest distribution to all CAAA employees. **Merit promotion** announcements will be open for a minimum of ten (10) calendar days.
  - (2) CAAA agrees to consider announcing competitive position vacancies first within CAAA, however, it retains the rights under 5 U.S.C., Section 7106(a), to announce any vacancy in the manner in which it will attain the best pool of qualified candidates.
  - (3) Announcements will be posted using the format provided by USA Staffing. In addition, the announcement will include a statement of whether the position is in the **bargaining unit**.
  - (4) Employees on approved leave or official travel during the entire period of an announcement may request to file a delayed application within two workdays of their return to duty. The employee shall send a written request via e-mail to the local CPAC office to the attention of the CPAC Director or designee for approval or disapproval. If CPAC approves the request to file a late application, the applicant shall file the application and all required documents within 24 hours. If CAAA has not made a final selection by the time the returning employee applies, CAAA will temporarily suspend the certification and selection process until the application is reviewed and the certification process is completed.
  - (5) Applicants will receive information regarding the status of their application through USAJOBS.
- B. CPAC will provide CAAA with a referral list which contains the names of the qualified candidates.
- C. Applicant Inquiries:
- (1) Procedures

- (a) Applicants who have questions regarding the status of an application, eligibility, or qualifications determination may contact the Central Resume Processing Center as listed on the vacancy announcement.
  - (b) At a minimum the inquiry must contain the employee's name, last four digits of their social security number (SSN), Announcement number, and specific information regarding the inquiry. If applicable, the inquiry must include reasoning why the applicant believes the original decision was improper. The applicant must provide specific justification to support the claim that the applicant meets the qualification criteria described on the announcement, and any other pertinent information that will support the request and enable the reviewing specialist to reevaluate the decision. Inquiries lacking specific information may be returned to the applicant. Any new applicant information, including but not limited to training, education, or experience, will not be considered.
- (2) If an applicant submits an inquiry requesting reconsideration, CPAC will notify the selecting management official of the request. Unless valid operational requirements dictate otherwise, the management official will suspend the selection process to allow CPAC to make a determination on whether the applicant should be reconsidered.
  - (3) If the employee's concerns remain unresolved after contacting CPAC for assistance, the employee may pursue their concern through the negotiated grievance procedure.
- D. CAAA agrees to use the following regulations for competitively filling General Schedule (GS) and Federal Wage System (FWS) positions, JMCR 690-13 and CAAAR 690-03, respectively.

**SECTION 2: WORK DETAILS & NON-COMPETITIVE TEMPORARY PROMOTIONS.**

- A. CAAA agrees it will not use work details or non-competitive temporary promotions to circumvent creating and filling permanent positions.
- B. **Work details.**
  - (1) “**Detail**” means “a temporary assignment of an employee to a different position for a specified period, with the employee returning to his or her regular duties at the end of the detail.”

- (2) For work details lasting twenty (20) days or less:
  - (a) CAAA may require Employees to perform higher level duties;
  - (b) CAAA will not submit a Request for Personnel Action (RPA); and
  - (c) Base pay will not be adjusted due to the detail assignment.
- (3) For work details lasting between twenty-one (21) days and one hundred twenty (120) days in a twelve (12) month period:
  - (a) CAAA may not require Employees to perform higher level duties;
  - (b) CAAA will submit a Request for Personnel Action (RPA);
  - (c) Base pay will not be adjusted due to the detail assignment; and
  - (d) The employee assigned to the detail is responsible for ensuring any qualifying work experience obtained from a detail is added to the employee's eOPF.
- (4) CAAA may terminate any detail at any time.

C. **Non-competitive Temporary Promotions.** A “**non-competitive temporary promotion**” means a temporary promotion of an employee: (1) to a position at a higher grade level within the same job classification system and pay schedule or (2) to a position with a higher rate of basic pay in a different job classification system and pay schedule.

- (1) Non-competitive temporary promotions shall not exceed one hundred twenty (120) calendar days in any twelve (12) month period;
- (2) Employees must meet qualification standards and the conditions of employment to be temporarily promoted;
- (3) CAAA will submit a Request for Personnel Action (RPA);
- (4) The employee will be temporarily promoted to the grade and series of the position and the employee's pay will be adjusted accordingly;
- (5) The employee temporarily promoted is responsible for ensuring any qualifying work experience obtained as a result of the temporary promotion is added to the employee's eOPF; and
- (6) CAAA may terminate any non-competitive temporary promotion at anytime.

### **SECTION 3: REALIGNMENT OF EMPLOYEES BETWEEN DIRECTORATES.**

- A. CAAA may realign an employee from one directorate to another.
- B. At the earliest opportunity after a decision to realign an employee or employees, CAAA will solicit volunteers from all employees in the same pay plan, series, and grade within the source directorate.
- C. Employees who are unable to perform the full range of duties of the PD in the target directorate are ineligible for realignment.
- D. Qualified employees shall indicate on the solicitation form whether they wish to volunteer for the realignment.
  - (1) If a sufficient number of employees volunteer to be realigned, employees will be selected based upon **LSCD**. CAAA will select employees by order of LSCD, beginning with the highest LSCD first, followed by the next date until the realignment roster is filled. Employees with the same LSCD will be selected by numerical order of the last four digits of the employee's social security number from low to high.
  - (2) If an insufficient number of employees volunteer for the realignment, the roster will be filled first by any volunteers, and then by draft based upon reverse LSCD, selecting the employee with the lowest LSCD first, followed by the preceding LSCD until the realignment roster is filled. Employees with the same LSCD will be drafted by numerical order of the last four digits of the employee's social security number from low to high.
  - (3) Once an employee is drafted for a realignment, the employee will not be drafted for a subsequent realignment until all other employees of the same grade and series have been drafted, regardless of LSCD.

### **SECTION 4: CAREER LADDERS.**

All employees in a career ladder position will receive a training plan detailing the formal training and/or on-job training requirements that must be met for advancement to next/succeeding grade(s). When an employee meets the time-in-grade requirements, completes the agreed upon training plan, and demonstrates successful performance, the appropriate promotion will be made.

## **ARTICLE 13: TERM EMPLOYMENT**

### **SECTION 1: PURPOSE AND DURATION OF TERM EMPLOYMENT.**

- A. Term employees are essential to CAAA's workforce.
- B. CAAA may make term appointments for a period of more than one (1) year, but not more than four (4) years, where the need for an employee's services is not permanent. Reasons for term appointments under 5 C.F.R. § 316.301 include, but are not limited to:
  - (1) Project work;
  - (2) Extraordinary workload;
  - (3) Scheduled abolishment;
  - (4) Reorganization;
  - (5) Contracting out of the function;
  - (6) Uncertainty of future funding; or
  - (7) The need to maintain permanent positions for placement of employees who would otherwise be displaced from other parts of the organization.
- C. CAAA may extend appointments made for more than one (1) year but less than four (4) years up to the four (4) year limit, in increments determined by CAAA.
- D. Position announcements shall state that CAAA has the option of extending a term up to the four (4) year limit.

### **SECTION 2: LEAVE & BENEFITS OF TERM EMPLOYEES.**

- A. Term employees will earn leave and benefits as provided by OPM regulations, including:
  - (1) Leave (pursuant to 5 C.F.R. Part 630);
  - (2) Health insurance (pursuant to 5 C.F.R. Part 890);
  - (3) Life insurance (pursuant to 5 C.F.R. Part 870);
  - (4) Retirement (pursuant to 5 C.F.R. Part 841); and
  - (5) Within-grade increases (pursuant to 5 C.F.R. Part 531, Subpart D).

**SECTION 3: PROMOTION, REASSIGNMENT, OR DEMOTION OF TERM EMPLOYEES.**

CAAA may promote, demote, or reassign a term employee to another position under the authority within which CAAA has been authorized to fill by the term appointment. Term promotions will be competed under CAAA merit promotion programs (pursuant to 5 C.F.R. Part 335).

**SECTION 4: PERMANENT TO TERM EMPLOYMENT.**

Permanent employees may be interested in work assignments that are filled by term appointments. Some of these appointments may be at a higher grade than that of the permanent positions. Permanent employees may apply for term appointments and, if selected by CAAA, may be converted to term appointments. Employees who convert from permanent to non-status term appointments will be released upon expiration of the term appointment, unless renewed, and will not be entitled to placement back into the previous permanent position.

**SECTION 5: RELEASING TERM EMPLOYEES.**

If not renewed, term employees will be released at the conclusion of the “not to exceed date” of the term for which they were appointed. Term employees will be released in accordance with procedures found in this Agreement and OPM regulations.

## **ARTICLE 14: CONTRACTING WORK**

### **SECTION 1: PURPOSE.**

The Parties agree to continuously take action to prevent or minimize situations which could lead to the displacement of bargaining unit employees.

### **SECTION 2: NOTICE.**

- A. CAAA will consult openly and fully with Union regarding any review of a function for contracting out work performed by bargaining unit employees. Pursuant to Title 5, Section 7106(a)(2)(B) of the U.S. Code, CAAA has the right to make determinations with respect to contracting work outside the bargaining unit. CAAA will inform Union of any determination to contract work outside the bargaining unit which will adversely affect employees within the bargaining unit.
- B. CAAA will hold periodic briefings with Union and provide information pursuant to OMB Circular A-76 and this Agreement on decisions affecting contracting work outside the bargaining unit.
- C. CAAA will provide Union, in a timely manner, copies and drafts of pertinent information related to contract work concerning all cost studies to the extent that the release of such information is allowable under applicable law, rule and regulation, including, but not limited to:
  - (1) The invitations for bid (IFB), request for quotation (RFQ), or request for proposal (RFP);
  - (2) Abstract of bids;
  - (3) Correspondence from higher authority directing the cost study;
  - (4) Correspondence from Department of Labor regarding certification of wage rate;
  - (5) The performance work statement;
  - (6) The “milestone” chart or similar document setting for the estimated dates for the contracting out process;
  - (7) All changes to the performance work statement; and
  - (8) All bidder questions and activity answers related to the performance work statement.

**SECTION 3: COMMITMENT TO MINIMIZE DISPLACEMENT OF EMPLOYEES.**

When employees are adversely affected by a decision to contract work outside the bargaining unit, CAAA and Union will bargain in an attempt to minimize, to the extent practicable, displacement action through reassignment, retraining, restricting in-hires, and other actions that may be taken to retrain unit employees.

## **ARTICLE 15: REDUCTION-IN-FORCE (RIF)**

### **SECTION 1: PURPOSE.**

Any reduction in force (RIF) will be carried out in accordance with applicable regulations.

### **SECTION 2: NOTIFICATION.**

CAAA agrees to notify the Union of the necessity for a RIF as far in advance as practicable and the reasons therefore. Such notification will be in writing prior to any notification to affected bargaining unit employees. The written notification to the Union shall include the following information:

- A. The reason for the RIF;
- B. The numbers, types and grades of bargaining unit positions to be affected; and
- C. The proposed effective date of the action.

In the event of a change in the servicing CPAC office, the Union will be notified in writing.

### **SECTION 3: REQUEST TO NEGOTIATE.**

Upon receipt of written notification by CAAA of the anticipated RIF, the Union may request negotiations to the fullest extent allowed by law.

### **SECTION 4: COMMITMENT TO AVOID RIF.**

To eliminate or minimize the adverse effect upon bargaining unit employees in a RIF situation, CAAA will make other reasonable efforts, if appropriate and possible, in order to avoid a RIF.

### **SECTION 5: TIMELINE FOR NOTICE TO EMPLOYEES.**

CAAA shall provide a written RIF notice and one (1) copy to each affected employee in accordance with 5 C.F.R. § 351, but no less than sixty (60) days prior to the effective date of the action.

### **SECTION 6: TIMELINE FOR NOTICE TO EMPLOYEES.**

CAAA will consider a waiver of all but minimum qualifications to a vacant position by an adversely affected employee, provided that CAAA determines that the employee could perform

the duties of such positions without undue interruption in accordance with applicable provisions of 5 C.F.R. § 351.

**SECTION 7: RIF COUNSELING.**

CAAA recognizes its responsibility to provide employees affected by RIF with counseling as to their placement rights, both during the RIF and subsequently for all employees affected by demotion or separation. Employees affected by RIF will be fully counseled in regard to their rights under existing statutes, regulations and placement programs.

**SECTION 8: PRIORITY PLACEMENT.**

In accordance with the applicable rules and regulations, it is mutually understood that any career or career-conditional employee who is separated because of RIF will be placed on such priority placement listing as they are eligible for and for which they enroll.

## **ARTICLE 16: ADVERSE & DISCIPLINARY ACTIONS**

### **SECTION 1: PURPOSE.**

The objective of progressive discipline is to correct unacceptable behavior so as to promote the efficiency of the service, not to punish the employee. A common pattern of progressive discipline may include: a reprimand, short-term suspension, long-term suspension, followed by removal. Egregious conduct may warrant a more severe penalty for a first offense to correct unacceptable behavior. Disciplinary actions may only be taken for just and sufficient cause. In determining the appropriate disciplinary action, CAAA will consider any relevant information, including the “Douglas” Factors.

### **SECTION 2: DEFINITIONS.**

- A. Discipline includes oral admonishments, letters of reprimand, suspensions without pay lasting fourteen (14) days or less, or an alternative form of discipline.
- B. Adverse actions covered in this Article include: removals, suspensions lasting more than fourteen (14) calendar days, furloughs of thirty (30) days or less, and reductions in grade or pay.

### **SECTION 3: PROCEDURES.**

- A. Management has the right to investigate all matters which may result in employee discipline.
  - (1) CAAA will conduct investigations in a thorough and timely manner.
  - (2) The Parties recognize that extenuating circumstances may delay an investigation or proposed disciplinary action.
  - (3) Employees are required to cooperate during administrative investigations.
  - (4) Employees, including witnesses, may be required to provide written statements.

An employee providing a written statement has the right to representation.

- B. An employee has the right to request union representation during an examination if the employee reasonably believes that the examination may result in a disciplinary action and the employee requests representation.
- C. Employees who are the subject of an investigation, the employee will be informed of the following:

- (1) The nature of the investigation;
  - (2) The right to have a representative present during an investigative interview; and
  - (3) If at any time CAAA believes that the investigation may result in referral for criminal prosecution, CAAA will so advise the employee and the UDR.
- D. After reviewing the investigative materials, CAAA will determine and implement the appropriate disciplinary action, if any, pursuant to relevant law, regulation, and policy.
- E. Upon request of the employee or employee's representative, CAAA will provide copies of all documentation, except as prohibited by law, relied upon by management that formed the basis of the disciplinary or adverse action. Documentation that cannot be made available to the employee upon request cannot be used as a basis for the disciplinary action.

**SECTION 4: ALTERNATIVE DISCIPLINE.**

- A. An employee subject to discipline may request an alternative form of discipline.
- B. Participation in alternative discipline shall not be used as a precedent by any party in any other disciplinary proceeding.

**SECTION 5: FURLOUGHES.**

A furlough is an adverse action which occurs when an employee is placed in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons. Furloughs will be processed in accordance all applicable law, regulation, and policy.

## **ARTICLE 17: NEGOTIATED GRIEVANCE PROCEDURE**

### **SECTION 1: PURPOSE.**

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. The intent of the grievance procedure is for grievances to be settled at the lowest level possible, in an orderly, prompt and equitable manner so that the efficiency of CAAA may be maintained and morale of employees shall not be impaired. Employees are encouraged to work through their Supervisor to resolve the issue at the earliest opportunity prior to resorting to a formal grievance procedure.

### **SECTION 2: EXCLUSIVE REMEDY.**

The negotiated grievance procedure established by this Article shall be the exclusive procedure for settlement of grievances filed by bargaining unit employee(s), the Union or the CAAA.

### **SECTION 3: DEFINITIONS.**

- A. **“Grievance”** means any complaint:
- (1) By any employee(s) in the Bargaining Unit concerning any matter relating to the employment of the employee(s) in the Bargaining Unit;
  - (2) By the Union concerning any matter relating to the employment of any employee(s) in the Bargaining Unit; or
  - (3) By any employee(s) in the Bargaining Unit, the Union, or CAAA concerning:
    - (a) The effect or interpretation, or a claim of breach, of this Agreement;
    - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment;
    - (c) Grievances on the following matters are excluded from the scope of this procedure:
      - i. Any claimed violation of subchapter III of chapter 73 of Title 5 U.S.C. relating to prohibited political activities;
      - ii. Retirement, life insurance, or health insurance;
      - iii. A suspension or removal under 5 U.S.C. 7532 relating to national security;
      - iv. Any examination, certification or appointment;

- v. The classification of any position which does not result in the reduction in grade or pay of an employee;
- vi. Issues rising out of a reduction in force;
- vii. The termination of probationary employees;
- viii. Within-grade increase denials if reconsideration of denials were sought through CAAA procedures defined by the Office of Personnel Management (OPM) regulations;
- ix. Any complaint alleging discrimination; or
- x. Any other matter excluded by federal statute.

B. **“Conditions of employment”** 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 related to classification of any position or any other matter excluded by federal statute.

C. Computation of time

- (1) When computing the deadlines for any notice or response in this Article, if the deadline falls on a holiday or non-working day, the notice or response will be due on the responding party’s next duty day.
- (2) The deadlines for any filing in this Article may be extended upon mutual written agreement of the Parties.
- (3) Failure of the employee/Union to process complaints or grievances within limits prescribed in each step of the grievance procedures listed above will automatically cancel the complaint or grievance and no further consideration will be given to the matter.
- (4) Failure of CAAA to answer written grievances within the time limits prescribed in each step of the grievance procedures listed above shall permit the Union to proceed to the next step in the grievance process.

#### **SECTION 4: EMPLOYEE-INITIATED GRIEVANCE PROCEDURES.**

The Parties’ grievance procedure is a two-tiered process consisting of an informal resolution period and a formal grievance processing period. A formal grievance is considered filed when submitted in writing to the appropriate CAAA official. All grievances shall be processed using the following procedures:

**A. Step 1: Informal resolution.**

- (1) Informal resolution provides the best opportunity to resolve concerns. The Parties are committed to make every effort to resolve concerns through informal resolution. Informal resolution affords sufficient time for both Parties to conduct a thorough investigation of all aspects of the concerns presented and is aimed at maximizing the opportunity for resolution.
- (2) Informal Employee or Union discussions: Employee or Union shall discuss a grievable matter first with the employee's immediate supervisor or member of CAAA management not later than thirty (30) calendar days of the date either the employee or the Union official became aware of the matter prompting the grievance. Informal resolution discussions will continue in an attempt to find equitable resolution prior to the filing of a formal grievance. Within ten (10) calendar days of the informal grievance, CAAA shall respond to the employee's concerns in writing and explain why the grievance cannot be resolved.

**B. Step 2: Formal Grievance.**

- (1) When the grievance is not resolved at Step 1, the employee or Union official will submit a written grievance to the appropriate Directorate-level supervisor within ten (10) calendar days of the date either the employee or the Union official receives CAAA's written Step 1 response, or ten (10) calendar days have expired without a Step 1 response, whichever is sooner.
- (2) The written grievance shall contain the details of the violation in sufficient detail to make CAAA aware of the violation and the corrective action sought.
- (3) Within fourteen (14) calendar days, the Director or designated representative will meet with the appropriate parties and provide a written response to each matter addressed.

**C. Step 3: Formal Grievance Appeal.**

- (1) When the grievance is not resolved at Step 2, the employee or Union official will, within seven (7) calendar days, submit the grievance, with all previous written decisions and a response to the final decision of the Director, to the CEA administrative assistant for docketing and the scheduling of a hearing. The grievance hearing will be scheduled within seven (7) calendar days of receipt of the grievance.
- (2) The CEA will form a Grievance Resolution Committee (GRC). The GRC shall consist of four (4) members, including the CEA, a CAAA management designee, the UDR, and a Union designee. If the grievance directly involves a member of the GRC or their respective chains of command, the Party with the conflict shall appoint an alternate member.

- (3) During the hearing, the GRC shall:
  - (a) Review the grievance and written record;
  - (b) Hear the testimony of the grievant and any other witnesses with information relevant to the grievance ;
  - (c) Review any other records or documents necessary to evaluate the grievance and determine an equitable resolution to the complaint.
- (4) The GRC will issue a written decision within ten (10) calendar days of the conclusion of the hearing, unless extended by mutual written agreement of the Parties. All decisions of the GRC shall be by majority vote of the GRC. If the GRC is unable to reach a resolution, either Party may seek binding arbitration under the provisions of Article 18 of this agreement.

#### **SECTION 5: CAAA OR UNION-INITIATED GRIEVANCE PROCEDURES.**

- A. Only designated individuals, such as the CEA or Union President, or their designees, may initiate or respond to a grievance between CAAA and the Union.
- B. If either Party has a grievable matter between CAAA or Union, the Parties will attempt to resolve the matter informally at the Labor-Management Forum (LMF). The responding party shall have fifteen (15) calendar days to respond to the grieving party. Responses shall be in writing in sufficient detail to make the opposing party aware of the basis for the response.
- C. If the grievance is not resolved informally through the LMF, the grieving party shall have fifteen (15) calendar days to file a formal grievance with the responding party. Grievances shall be in writing and detail the violation in sufficient detail to make the opposing party aware of the violation. The responding party shall have fifteen (15) calendar days to issue a response. Responses shall be in writing in sufficient detail to make the initiating party aware of the basis for the response.
- D. If the formal grievance between the Parties is not resolved, the grieving party may initiate arbitration pursuant to Article 18 of this Agreement.

#### **SECTION 6. UNION REPRESENTATION.**

Employees are entitled to Union representation throughout the grievance process (Steps 1-3 above). If a bargaining unit employee elects not to be represented by the Union, the grievance process will end at Step 2.

## **ARTICLE 18: ARBITRATION**

### **SECTION 1: PURPOSE.**

If CAAA and Union fail to settle any grievance/dispute, such grievance/dispute shall, upon written notice of Union or CAAA, be referred to arbitration. The grieving party shall serve the opposing party with written notice no later than thirty (30) calendar days following the conclusion of the last step of the negotiated grievance procedure or the date on which the final decision was due. If several grievances reach the arbitration procedure concurrently, a separate arbitrator shall be chosen for each grievance; however, upon mutual agreement of the parties, grievances may be combined for arbitration to reduce cost and expedite consideration of the issues. The arbitration/mediation hearing shall be held during the regular day shift and the grievant, employee representative, and witnesses shall not incur a loss of pay or leave while participating in the proceedings, if otherwise in a duty status. Adverse shift employees and Union officials required to participate in the arbitration/mediation hearing will be reassigned to the first shift for the week of the hearing.

### **SECTION 2: PROCEDURES.**

- A. If agreement cannot be reached during the grievance process, within ten (10) workdays of the notification of a grievance. The Parties will request, on an alternating basis, the FMCS to provide a panel of impartial persons qualified to act as arbitrators. The cost of the arbitration panel shall be paid by the party requesting the panel.
- B. The parties shall meet at a mutually agreed upon time within fifteen (15) calendar days after receipt of the panel to select an arbitrator, unless the parties agree to extend the timeframe for selection. CAAA and Union will each strike one arbitrator's name from the list and shall then repeat this procedure until there is one name remaining. The remaining name shall be the duly selected Arbitrator.
- C. Within ten (10) workdays CAAA shall prepare and post a notification to the Arbitrator of their selection and request available dates for the hearing.
- D. In coordination with the Arbitrator, the Parties will select a mutually agreeable location with equal access to the internet and office equipment, such as facsimile, copy machines, and scanners, to hold the arbitration hearing.
- E. At a mutually agreeable time, no less than two (2) workdays before the arbitration hearing, Union and CAAA representatives shall meet to discuss evidence, witnesses, joint exhibits, stipulations, and any other matters relevant to the hearing.
- F. Parties shall have the opportunity to submit post-hearing briefs within the time frames determined by the Arbitrator.

- G. The Parties shall jointly request the Arbitrator to render a decision as quickly as possible, but in any event no later than sixty (60) days after the conclusion of the hearings unless the Parties otherwise agree.
- H. By mutual written agreement, the Parties may establish on an ad hoc basis alternatives to a full hearing with post-hearing briefs.
- I. CAAA-initiated arbitrations shall be processed in the same manner, except that CPAC shall initiate the procedure by notifying Union.

**SECTION 4: EXPENSES.**

- A. Authorized fees and expenses of the Arbitrator will be shared equally by the CAAA and Union, except as follows:
  - (1) Upon a specific finding by the Arbitrator that either the CAAA or Union's position is wholly without merit, the Arbitrator is authorized to award up to 100 percent of fees and costs to the prevailing party.
  - (2) In the case of CAAA and Union disputes, where no individual employee grievance is involved, the loser will pay all fees of the Arbitrator.
- B. In the case of a split decision the Parties will bear the Arbitrator's authorized fees and expenses equally.

**SECTION 5: APPEAL.**

Arbitration provided by this Agreement is binding and appealable as provided by law.

**SECTION 6: ARBITRATOR'S AUTHORITY.**

In rendering a decision, the Arbitrator shall have no authority to alter, amend, add to, or subtract from the terms of this Agreement or any other agreement made supplementary hereto.

## **ARTICLE 19: MID-TERM BARGAINING**

### **SECTION 1: PURPOSE.**

The intent of mid-term bargaining is to reach consensus on a negotiable topic throughout the life of this Agreement.

### **SECTION 2: NOTICE AND RESPONSE.**

CAAA will provide written notice to Union of any changes affecting a negotiable topic subject to bargaining addressed in 5 U.S.C. Ch. 71.

- A. Written notices and responses are required.
  - (1) CAAA will provide Union with reasonable advance notice prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. Ch. 71. Notices shall include:
    - (a) A description of the nature and scope of the proposed change;
    - (b) The proposed implementation date;
    - (c) Any applicable CAAA guides and manuals related to the change;  
and
    - (d) The name of the CAAA contact person for the change.
  - (2) The parties shall acknowledge written receipt of all notices or responses.
  - (3) The Parties shall have twenty-one (21) days to respond to notices or responses in an effort to meet statutory bargaining obligations.
  - (4) The responding party may respond as follows:
    - (a) Concur;
    - (b) Initiate a request to bargain to the fullest extent allowed by law, in which case the appropriate parties will set a mutually acceptable date to start negotiations before any further action on the matter is taken;
    - (c) Provide written notification to the proposing party that the responding party request a briefing on the proposed change; or
    - (d) If applicable, the responding party will notify the proposing party that a duty to bargain does not exist. Such a response shall

specifically state:

- i. Whether the proposal is already covered by this Agreement (including any MOAs) and the responding party does not wish to renegotiate the subject of the proposal; or
  - ii. Identify that a duty to bargain does not exist for the proposed change in whole; or
  - iii. Identify the specific parts of a proposal the party claims no duty to bargain exists.
- B. **Failure to respond.** If the responding party fails to respond within (21) twenty-one days as required by this Agreement, or by a written, mutually agreeable timeframe, the proposing party may assume the responding party has waived its right to bargain. Thereafter, the proposing party may implement the proposal according to its terms.
- C. **Inadvertent change.** If CAAA inadvertently implements a change that impacts bargaining unit employees before required negotiations are completed, CAAA will, upon notification, cease the practice immediately, unless implementation would cause an undue interruption to CAAA's mission. In such an event, implementation will be in such a way as to impose the least amount of negative impact on bargaining unit employees.
- D. **Calculation of time.** If the deadline for a submission or response falls on a day outside CAAA's standard workweek, or on a holiday, the submission or response shall be due by close of business on the next workday.
- E. **Receipt.** The Chief Negotiator, or designee, shall acknowledge receiving a proposal or response by written receipt, which shall include the title of document, the recipient's signature, and the date on which the document was received. The Party submitting the proposal or response shall be responsible for preparing the receipt and obtaining the recipient's signature.

### SECTION 3: BARGAINING PROCESS.

- A. **Purpose.** Participants enter the proceeding in good faith in an effort to reach a speedy and amicable settlement on a variety of issues and interest. Participants agree to participate fully and openly in the discussion and explore alternatives and solutions for conflicting concerns. All participants agree to exchange information to the fullest extent practical and agree not to divulge information shared by others in confidence.
- B. **Ground Rules.** The following ground rules apply to all mid-term bargaining.
  - (1) The Parties will negotiate with at least one member authorized to bind

his/her party, execute, and memorialize the agreement under these ground rules. All members of the negotiating teams shall have the requisite authority to negotiate on behalf of their respective party.

- (2) Each team shall designate one bargaining committee member to act as the Chief Negotiator. Members of either team may express opinions, share ideas, suggest options, and provide additional information. There is no implied commitment by any party when brainstorming during negotiation session.
- (3) All official proposals and counter-proposals shall be made through the Chief Negotiator of each team.
- (4) Either party may submit additional proposals at any time during negotiations.
- (5) The ground rules may be modified by mutual consent. Any change or waiver of any ground rule will be reduced to writing, signed and dated by both parties.
- (6) Management will notify the appropriate supervisor of the negotiation team member names, dates, and times of the negotiations so that management and Union members can participate in negotiations.
- (7) The Parties shall meet in good faith at agreed upon times. In the event it is necessary to postpone a meeting due to unavoidable obligations, the Chief Negotiator will notify the other party as far in advance as possible under the circumstances and request a new negotiation date and time.
- (8) Each Party will designate an alternate Chief Negotiator who may act in the absence of the primary Chief Negotiator.
- (9) The Parties agree to have a joint note taker provided by CAAA. Chief Negotiators will review the session notes and bring any errors or inconsistencies to the attention of the other party for further discussion if necessary.

**C. Preparation.** Each proposal will require official time to prepare, research, and draft a proposal or response. The amount of official time for each negotiation issue will necessarily vary depending on the issue. Union and the CEA shall reach consensus on the amount of official time authorized for each issue.

- (1) Up to three (3) Union representatives will be authorized official time after the date CAAA is notified they are actual team members to prepare initial proposals.
- (2) If a team member is unable to participate in preparation sessions, the Union Chief Negotiator will designate an alternate who will be allowed to

attend preparation sessions. Union will designate an alternate and inform the CAAA Chief Negotiator in writing no less than seven (7) days in advance of the preparation sessions. CAAA's Chief Negotiator will then inform the alternate member's supervisor.

**D. Initial Proposals:**

- (1) All proposals and counter-proposals shall be submitted in writing to the other party.
- (2) Each party shall be responsible for providing sufficient copies for its own team members.
- (3) Proposals will be sequentially numbered and identified as either Union or CAAA proposals.
- (4) Parties shall submit proposals at least ten (10) days in advance of the first day of negotiations.
- (5) Parties may submit subsequent proposals or counter-proposals at any time during the negotiations.
- (6) Proposals will be provided electronically and in hard copy to each Chief Negotiator of each team.

**E. Representatives:**

- (1) Each Party shall designate its own representatives. Each party will have three (3) representatives on their respective negotiating teams, or more as agreed in writing by the Chief Negotiators. A party may elect to negotiate with less members than the other party. A quorum shall not be required.
- (2) Each team may designate alternates, who will participate in the negotiations in the absence of a regular team member or members. Alternates will be entrusted with the right to speak for and to bind the members for whom they substitute. If needed, Union will designate an alternate and inform the CAAA Chief Negotiator in writing no less than seven (7) days in advance of the preparation sessions. CAAA's Chief Negotiator will then inform the alternate member's supervisor.
- (3) The Parties will inform each other of its negotiating team members' names as soon as known, but no later than ten (10) days after notice of request to bargain. If necessary, Union team members will be authorized official time no later than seven (7) days after notification of team members' names. The list of team members will include: designation of Chief Negotiator, designation of any alternates, titles of each member, E-mail addresses, and telephone numbers of each member.

- (4) At the request of either party, Subject Matter Experts (SME) may participate in informative discussions with both parties during negotiations. Participating SMEs are not considered to be observers or representatives of either party.

**F. Negotiation Process:**

- (1) As each proposal is considered, the party offering that proposal will explain it, and will, at a minimum, provide the meaning and objectives of the proposed language. There will ample opportunity for questions and answers, additional information, and other discussion. The parties will follow this procedure in good-faith effort to reach agreement.
- (2) All agreements reached at the negotiation table shall be immediately signed and dated by the Chief Negotiator of each team. Signed copies will be made available to each respective team by the end of each session. Signed provisions are subject to change by the parties only by mutual agreement of the Chief Negotiators to reconsider or revise the agreed-upon language.
- (3) Either party may caucus at any time, with the understanding that the caucus is private. Caucuses will be limited to thirty (30) minutes or other time as agreed by the Parties. Each party shall have a room in which to caucus in private with their own team. During caucuses, no other persons will be allowed to remain in the caucus rooms with either team, with the exception of SMEs.
- (4) Either party may call a recess/break in the session at any time. These breaks shall not exceed fifteen (15) minutes unless mutually agreed to by the Chief Negotiators.
- (5) When agreement is reached on an entire article, the Chief Negotiator will sign and date two copies of each page. Each Chief Negotiator will retain a copy. The Chief Negotiators are jointly responsible for ensuring that the signed article is consistent with any previously initialed subsections of that article. Both parties will be provided with all signed language at the end of each session.
- (6) When the Parties agree on language under a certain subject, but not an entire article, the Parties will sign and date each sub-section of the agreed upon proposal/article, until all sub-sections are agreed to, or all that remains are matters at impasse or subjects being claimed as non-negotiable.
- (7) A claim of non-negotiability shall be in writing and require supporting documentation. The Parties will explore alternative language in an attempt to resolve the issue. If the Parties are unable to reach an agreement, then each Party may take further action as permitted by this

Agreement and 5 U.S.C. Ch. 71.

- (8) Prior to declaring impasses on any article at the bargaining table, each Party must present its last, best, and final offer, in writing. If the parties cannot reach agreement, the services of the Federal Mediation and Conciliation Service (FMCS) will be requested within (30) thirty-days of declaring of impasse, if required.
  - (a) Unless mandated by law or higher level command, CAAA will not implement any changes which are the subject of an impasse until the impasse has been resolved.
  - (b) An impasse on an issue or issues shall not preclude the Parties from continuing negotiations on other topics.
- (9) If the Union files a negotiability appeal or a ULP with the FLRA, and either CAAA withdraws its allegation of non-negotiability or the FLRA rules that the Union proposal or a portions of the proposal is negotiable before a final agreement has been reached, the Parties will commence negotiations on the proposal or portion of the proposal within twenty (20) days of the receipt of the FLRA decision or CAAA's notice of withdrawal.

**G. Negotiation Schedule:**

- (1) Negotiations will not be scheduled during periods that include holidays.
- (2) Negotiations will commence within thirty (30) days from the request to negotiate.
- (3) Negotiations will occur on Tuesdays, Wednesdays, and Thursdays, every other week for up to (30) thirty-days, or until completed.
- (4) Negotiations will commence at 8:30 a.m. and go until 2:30 p.m., or other time as agreed by the parties, with a break for lunch.
- (5) Any issues left unresolved will be submitted through the impasse procedure unless both Parties agree to extend negotiations. The last proposal of either party shall be deemed as the last, best and final offer and shall be identified as such.
- (6) The location of the negotiations will rotate between CAAA and the Union office. Each party shall provide secure, neutral, mutually accessible, adequate space for negotiations, which are adequately lighted, heated/air conditioned and spacious with telephone access, Internet access, office supplies, and access to at least one printer and one photocopier, electrical outlets and readily available restroom facilities.
- (7) Union negotiation team members are participating in a representative

capacity. Union and CAAA representatives are expected to consult during the negotiations with their constituents, and to ensure that the agreement developed by the team is acceptable to their constituents. If needed, both Parties shall have the opportunity to meet with their constituents to discuss proposals.

#### **H. Post-Negotiation Process:**

- (1) CAAA agrees to publish any MOAs CAAA's sharepoint website.
- (2) Agreements reached as a result of mid-term bargaining, or bargaining as a result of a proposed change, shall be identified as an MOA, signed and dated by the parties, and sequentially numbered. Absent specific provisions to the contrary, each MOA will be incorporated into this Agreement. MOAs not incorporated into this Agreement will remain in full effect until re-negotiated or the MOA expires under the terms of the MOA.
- (3) Within sixty (60) days of executing an MOA, the Parties will brief the provisions of the MOA in the LMF.
- (4) To implement an MOA, CAAA will authorize training time, if needed, and provide any necessary training materials at CAAA's expense.

#### **SECTION 4: TRAINING.**

The Parties recognize that joint training provided by the FMCS may be beneficial to the bargaining process.

- (1) CAAA will request at least one (1) joint training course through the FMCS, such as Interest Based Problem Solving (IBPS) or Interest Based Bargaining (IBB).
  - (a) Representative from both parties shall attend such training. At least ten (10) days prior to training, Union shall submit written list of potential trainees to CAAA's Chief Negotiator who will review the list with the CEA and other managers as needed. The CEA shall have discretion to approve both the number of trainees, as well as who will be authorized to attend the training. CAAA's Chief Negotiator will notify the Union Chief Negotiator of the CEA's decision.
  - (b) Any Union representatives who have been authorized to attend the training will be authorized to use official time without any charge to leave.
- (2) Upon mutual consent of the Parties and completion of the IBB or IBPS

training, the Parties will utilize interest based problem solving as an alternative to traditional bargaining.

- (3) Upon completion of the training or as part of the training, if appropriate, the Parties will develop an MOA containing ground rules for the IBB or IBPS process. The ground rules for IBPS shall contain a provision allowing the Parties to revert to traditional bargaining.

## **ARTICLE 20: DURATION & CHANGES**

### **SECTION 1: TERM OF THE AGREEMENT.**

This Agreement will remain in full force and effect for a period of three (3) years from the date it is approved by the appropriate authority.

### **SECTION 2: RENEWAL.**

Upon expiration of the initial term and every renewal term thereafter, this agreement will automatically renew for a period of one (1) year until the parties provide written notice to renegotiate. The Agreement will remain in effect until terminated or renegotiated.

### **SECTION 3. RENEGOTIATION.**

- A. Both Parties agree to give written notice of their intent to renegotiate this Agreement a minimum of ninety (90) days prior to the expiration of the agreement. Upon receipt of notice of intent to renegotiate the parties agree to meet within thirty (30) days for an initial discussion concerning the renegotiation. Both also agree negotiations will be conducted using traditional bargaining. If neither party gives timely notice, this agreement shall automatically renew one (1) year increments.
- B. If re-negotiation of this agreement is in progress, including the use of third party dispute settlement procedures, the provisions of this agreement will remain in effect until renegotiation of the agreement has been completed.

### **SECTION 4: MEMORANDA OF AGREEMENT (MOA).**

- A. An MOA is a formal change to the terms of the Agreement. MOAs should be kept to a minimum.
- B. MOAs will be negotiated by parties' respective negotiating committees in accordance with the provisions of this Agreement.
- C. CAAA shall maintain a copy of each MOA on the CAAA sharepoint intranet site or its equivalent.

### **SECTION 5: MEMORANDA OF INTERPRETATION (MOI).**

- A. An MOI is a written record documenting the Parties' mutual interpretation of a provision of this Agreement.
- B. MOIs will be documented upon agreement by parties' respective negotiating

committees. A quorum of members from either side will not be required to document an MOI. An MOI will be signed by the parties' Chief Negotiator or authorized designee.

- C. CAAA shall maintain a copy of each MOI on the CAAA sharepoint intranet site or its equivalent.

**SECTION 6: TERMINATION.**

This Agreement will terminate upon any of the following:

- A. By mutual written agreement of the parties;
- B. At any time the Federal Labor Relations Authority determines Union is no longer entitled to recognition as the exclusive representative.



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## **APPENDIX A: GLOSSARY OF TERMS**

**CONSENSUS:** A decision making process used by boards, committees and similar groups to arrive at a decision or course of action with which all involved agree with or are not opposed to.

**CONSULT:** As used in this Agreement, consult is defined as CAAA informing the Union of any proposed changes and allowing the Union reasonable time to present its views and recommendations regarding the changes. CAAA will consider the Union's views or recommendations before taking final action on the matter being addressed.

**DETAIL:** A temporary assignment of an employee to a different position or set of duties for a specified period, with employee returning 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.

**DISPLACED:** Move from one position to another.

**FULL-TIME WORK SCHEDULE:** A full-time work schedule requires most employees to work forty (40) hours during the administrative workweek.

**HOLIDAY OVERTIME:** The period of approximately two months from the first pay period beginning on or after October 31 through the first pay period ending on or after January 1 of the following year.

**INTERMITTENT WORK SCHEDULE:** An intermittent work schedule requires employees to work on an irregular basis for which there is no prearranged tour of duty.

**INVALID:** Not justifiable, logical, appropriate, or correct based on current SOPs, the Code of Federal Regulations, OSHA, or local Regulations and Policies.

**LEAVE SERVICE COMPUTATION DATE (LSCD):** The date reflected in an employee's official personnel file which establishes when an employee began service in the federal system.

**MATRIX-MANAGED ENVIRONMENTS:** An environment where normal work assignment(s) are performed under supervisor(s) other than the official supervisor of record.

**MERIT PROMOTION:** The system under which agencies consider an employee for vacant positions on the basis of personal merit. Vacant positions are usually filled through competition with applicants being evaluated and ranked for the position on the basis of their experience, education, skills and performance record. (5 C.F.R. part 335)

**NEGOTIATE:** To discuss with a view towards reaching agreement which may be reduced to writing.

**OVERTIME SCHEDULE:** The weekly list of names of employees assigned to work overtime.

**OVERTIME WORK:** Approved hours of work performed by an employee in excess of their

normal work shift (either eight (8) or ten (10) hours a day) or in excess of forty (40) hours in an administrative workweek.

**PART-TIME WORK SCHEDULE:** A part-time work schedule requires an employee to work less than full-time, but for a specific number of hours (usually sixteen (16) to thirty-two (32) hours per administrative workweek) on a prearranged scheduled tour of duty.

**PERMANENT APPOINTMENT:** A type of appointment. Positions which require the services of an employee on a permanent basis. Such appointments do not have a time limit or not-to-exceed (NTE) date.

**SUPERVISOR:** An employee having authority, in the interest of an agency, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or responsibility to direct them, or to evaluate their performance, or to adjust their grievances, or effectively to recommend such action, if in connection with foregoing the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

**TIME-LIMITED (NON-PERMANENT) APPOINTMENT:** A type of appointment. Positions which do not require the services of an employee on a permanent basis may be filled by appointments on a time-limited basis. Depending upon the circumstances, the appointment type may be Temporary or Term.

**TEMPORARY APPOINTMENT:** An appointment made for a limited period of time and with a specific not-to-exceed (NTE) date determined by the authority under which the appointment is made.

**TERM APPOINTMENT:** An appointment made to a position that will last longer than one (1) year but not more than four (4) years and that is of a project nature where the job will terminate upon completion of the project.

**UNION OFFICIALS:** Any bargaining unit employee who is elected by the Union members or selected by either a Union official or Union members, including the Union President, Vice President or Union Designated Representative (UDR), Secretary-Treasurer, and Stewards.

**VALID OPERATIONAL REQUIREMENTS:** Valid operational requirements are those that have a direct, severe impact and effect on CAAA's mission essential elements of Safety, Quality, Delivery, and Cost. Each situation must be evaluated individually and its actual impact assessed. An additional level of review is necessary before a final determination as a valid operational requirement is rendered.

**VALID STANDARDS:** Standards developed under regulatory guidelines which reflect the major duties of the position description and are agreed to by the supervisor and employee and signed by the senior rater.

**VPP:** Organized labor has many responsibilities. One of those is ensuring that contractual agreements are complied with by the company. This does not always include health and safety. Unions rely heavily on the Occupational Safety and Health Administration (OSHA) and its

standards; however, there is a need to go beyond these requirements. The Voluntary Protection Programs (VPP) allows for further growth by requiring Union participation.

The VPP program is not just another government program. VPP started at the nuclear power plant in San Onofree, CA, with a labor and management partnership in 1978. It was adopted by OSHA in 1982 and provides recognition to employers with better-than-average injury and illness rates an established, comprehensive safety and health management system. VPP sites must meet and are expected to exceed current OSHA regulations, enhancing worker safety and health. The program does not only target compliance issues; it takes a close look at already existing safety programs, making recommendations for enhancement and improvement. VPP requires meaningful employee involvement and employees often have a more critical eye regarding the actual hazards to which they are exposed on a daily basis.

Participation in the VPP process empowers Unions in the safety arena and enables opportunities for training for represented employees. When Unions work with OSHA in the VPP process, Union members are involved in developing, instituting and sustaining safety programs and policies

**WORK SCHEDULE:** The time basis on which an employee is paid. A work schedule may be full-time, part-time, or intermittent.

## **APPENDIX B: DOUGLAS FACTORS**

A number of factors are relevant for the employer's consideration in determining the appropriateness of a penalty. The factors stem from a Merit Systems Protection Board case, *Douglas v. Veterans Administration, et al.*, 5 MSPB 313 (1981). The generally recognized *Douglas* factors include, but are not limited to, the following:

1. The nature and seriousness of the offense, and its relation to the employee's duties, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. Consistency of the penalty with any applicable agency table of penalties;
8. The notoriety of the offense or its impact upon the reputation of the agency;
9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. Potential for the employee's rehabilitation;
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of the others involved in the matter; and
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

