

**LABOR-MANAGEMENT
AGREEMENT**

BETWEEN

**UNITED STATES DEPARTMENT OF THE ARMY
93rd SIGNAL BRIGADE
FORT EUSTIS, VIRGINIA**

AND

**NATIONAL ASSOCIATION
OF
INDEPENDENT LABOR
NAIL LOCAL 11 21
FORT EUSTIS, VIRGINIA**

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TABLE OF CONTENTS

| Article# | Title | Page |
|-----------------|--|-------------|
| | PREAMBLE | 5 |
| | WITNESSETH | 6 |
| 1 | RECOGNITION AND UNIT DESIGNATION | 7 |
| 2 | PROVISIONS OF LAWS AND REGULATIONS | 8 |
| 3 | DEFINITIONS | 9 |
| 4 | EMPLOYER RIGHTS | 13 |
| 5 | EMPLOYEE RIGHTS AND OBLIGATIONS | 14 |
| 6 | UNION RIGHTS AND OBLIGATIONS | 16 |
| 7 | UNION REPRESENTATION | 17 |
| 8 | NEGOTIATIONS | 18 |
| 9 | PAYROLL WITHHOLDING OF UNION DUES | 20 |
| 10 | INFORMATION AND UNIT MEMBERSHIP LISTS | 22 |
| 11 | UNION OFFICE SPACE | 23 |
| 12 | UNION TRAINING SESSIONS | 24 |
| 13 | PUBLICITY | 25 |
| 14 | EQUAL EMPLOYMENT OPPORTUNITY | 26 |
| 15 | SEXUAL HARRASMENT | 27 |
| 16 | EMPLOYEES WITH DISABILITIES | 28 |
| 17 | EMPLOYEE ASSISTANCE PROGRAM | 29 |
| 18 | US ARMY SUGGESTION PROGRAM | 31 |
| 19 | HOURS OF WORK | 32 |

| | | |
|-----------|---|-----------|
| 20 | OVERTIME | 33 |
| 21 | ANNUAL LEAVE | 35 |
| 22 | SICK LEAVE | 37 |
| 23 | FAMILY AND MEDICAL LEAVE | 39 |
| 24 | BONE MARROW OR ORGAN DONATION | 40 |
| 25 | COURT LEAVE | 41 |
| 26 | LEAVE WITHOUT PAY | 42 |
| 27 | HOLIDAYS AND HOLIDAY OBSERVANCE | 43 |
| 28 | EXCUSED ABSENCES | 44 |
| 29 | CIVIC RESPONSIBILITIES | 45 |
| 30 | MEDICAL FLEXIPLACE PROGRAM | 46 |
| 31 | ADVERSE CONDITIONS POLICY | 49 |
| 32 | SAFETY AND HYGIENE | 51 |
| 33 | ON THE JOB INJURIES | 52 |
| 34 | SMOKING | 53 |
| 35 | MERIT STAFFING | 54 |
| 36 | DETAIL AND TEMPORARY PROMOTION | 56 |
| 37 | POSITION DESCRIPTION AND CLASSIFICATION | 57 |
| 38 | PERFORMANCE EVALUATIONS | 58 |
| 39 | CIVILIAN AW ARDS AND RECOGNITION | 60 |
| 40 | REDUCTION IN FORCE, TRANSFER OF FUNCTION, AND REORGANIZATION | 61 |
| 41 | DISCIPLINARY AND ADVERSE ACTIONS | 62 |

| | | |
|-----------|---|-----------|
| 42 | EMPLOYEE TRAINING AND DEVELOPMENT | 64 |
| 43 | COMMERCIAL ACTIVITIES | 65 |
| 44 | GRIEVANCE PROCEDURES | 66 |
| 45 | ARBITRATION PROCEDURE | 71 |
| 46 | TRAVEL | 73 |
| 47 | LOCAL TRAVEL | 74 |
| 48 | PHYSICAL CONDITIONING/WELLNESS PROGRAM | 75 |
| 49 | GENERAL PROVISIONS | 76 |
| 50 | UNFAIR LABOR PRACTICES | 77 |
| 51 | DISTRIBUTION OF AGREEMENT | 78 |
| 52 | DURATION AND CHANGES | 79 |
| | APPENDIX A | 80 |
| | APPENDIX B | 81 |

PREAMBLE

In accordance with Chapter 71 of Title 5 United States Code (USC), hereafter referred to as the STATUTE, and subject to all applicable STATUTES and regulations, the following articles constitute an AGREEMENT by and between the US Department of the Army, 93rd Signal Brigade, Fort Eustis, Virginia, hereinafter referred to as the EMPLOYER, and the National Association of Independent Labor, Local 11, hereinafter referred to as the UNION. Together, these entities are referenced throughout this document as the PARTIES.

WHEREAS, it is the intent and purpose of the PARTIES to promote the efficient and effective administration of the EMPLOYER, the Federal Service, and the well-being of employees, to establish a basic understanding relative to the conditions of employment of employees within the meaning of the STATUTE, and to provide the means of amicable discussion and adjustment of matters of mutual interest to the PARTIES.

Wherever the personal pronouns, "he," "him," or "his" are used in this AGREEMENT, they shall be construed as neutral in gender, that is, as meaning both "he and she," "him and her," or "his and hers."

NOW, therefore, the PARTIES agree hereto as follows:

WITNESSETH

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the PARTIES.

NOW, THEREFORE, the PARTIES agree hereto, as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. The EMPLOYER shall recognize the UNION as the exclusive bargaining representative for all employees included within the recognized bargaining unit.

Section 2. The recognized bargaining unit is comprised of all nonprofessional employees of 93D Signal Brigade, US Department of the Army, Fort Eustis, Virginia.

Section 3. The following employees are excluded from the bargaining unit described in Section 2 and from the coverage of this AGREEMENT:

- a. Any management official or supervisor;
- b. A confidential employee;
- c. An employee engaged in personnel work in other than a purely clerical capacity;
- d. An employee engaged in administering the provisions of this AGREEMENT;
- e. Professional employees;
- f. Any employee engaged in intelligence, counter-intelligence, investigative or security work which directly affects national security; or
- g. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by the agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by this AGREEMENT, the EMPLOYER, the UNION and Employees are governed by existing and future laws, executive orders and regulations of appropriate Government-wide authorities; by published agency policies and regulations in existence at the time this AGREEMENT is approved, and subsequently published agency policies and regulations required by law or by regulations of appropriate Government-wide authorities.

Section 2. The EMPLOYER will provide the UNION future agency policies that have an impact on the bargaining unit.

ARTICLE 3
DEFINITIONS

AR: Army Regulation.

Administrative Workweek: Is established as the 7-day calendar week beginning at 0001 Sunday and ending at 2400 Saturday.

Alternative Dispute Resolution: Procedure used in lieu of adjudication to resolve issues of controversy such as grievance mediation.

Adverse Actions: See Article 41.

Alternative Work Schedule (AWS): A flexible or compressed schedule.

Arbitration: The process by which the PARTIES to a dispute submit their differences to the judgment of an impartial person.

Basic Workweek: The basic workweek for full-time employees is defined as Monday through Friday, eight hours per workday, 40 hours per week, and results in 80 hours per pay period except for employees working a compressed schedule.

CFR: Code of Federal Regulations.

CSRA: Civil Service Reform Act of 1978.

Collective Bargaining: The performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good faith effort to reach an AGREEMENT with respect to the conditions of employment affecting such employees and to execute a written document incorporating any collective bargaining AGREEMENT reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

Compressed Work Schedule (CWS): A fixed work schedule that enables a fulltime employee to complete the basic 80 hour bi-weekly work requirement in less than 10 work days.

Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, as defined by law.

Consultation: The exchange of ideas or presentation of views regarding policies, programs, and procedures related to working conditions of members of the Unit which are within the authority of the EMPLOYER for the purpose of obtaining UNION views

prior to taking final action. This definition does not compel either party to agree to a proposal or make a concession.

Days: All references to days mean calendar days unless otherwise stated.

Detail: Temporary assignment of an employee to a different position or a set of duties for a specified period, with the employee returning to his regular duties at the end of the detail.

Disciplinary Actions: See Article 41.

EEO: Equal Employment Opportunity.

Employee: 93D Signal Brigade personnel who are designated as Bargaining Unit employees. See Article 1.

Federal Labor Relations Authority (FLRA): An independent agency charged in 5 USC, Section 7104, with (among other things) determining appropriate bargaining units, resolving issues related to bargaining in good faith, conducting hearings and resolving complaints of Unfair Labor Practices (ULP), resolving exceptions to arbitrator's awards, and otherwise administering the STATUTE.

Federal Services Impasses Panel (FSIP): An entity within FLRA charged in 5 USC, Section 7119, of the STATUTE with providing service and assistance to agencies and exclusive representatives in resolving negotiation issues/impasses.

Federal Mediation and Conciliation Service (FMCS): An independent agency which provides services and assistance to agencies and exclusive representatives in the resolution of negotiation issues, including mediation services, and provides lists of qualified arbitrators.

Federal Service Labor-Management Relations Statute: 5 USC, Chapter 71.

Flexible Work Schedule: A work schedule consisting of ten (10) workdays (Monday through Friday), eight (8) hours each within the biweekly pay period, with fixed starting and ending times that fall within 0630 to 1800.

Gender: A subgrouping of employees by sex and normally refers to the practice of describing policies as affecting either sex equally unless specifically described otherwise. A policy which refers to "he" applies to either male or female employees.

Grievance: See Article 44.

Impact and Implementation (I&I): Negotiation of the procedures management officials will observe in exercising their authority and appropriate arrangements for employees adversely affected by the exercise of such authority.

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

Medical Flexiplace: A program designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned work site.

Midterm Negotiations: Negotiations between PARTIES during the life of the AGREEMENT.

MSPB: Merit Systems Protection Board. The Government agency that rules on appeals of employees. See Article 41 and CFR 1200. I.

Mediation: A process in which a third party assists in the attempt to reach a settlement or compromise between disputing PARTIES.

Mediator: A third party from the Federal Mediation and Conciliation Service (FMCS) or from another source which assists in mediation.

Negotiated Grievance Procedure: See Article 44.

Negotiations: Bargaining between the EMPLOYER and the UNION with the objective of reaching formal written AGREEMENT with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Official Time: The term used throughout the Federal Government to refer to the time used by a UNION representative to represent the UNION or a bargaining unit employee while still being paid by the Agency as authorized by 5 USC, Section 7131.

Performance Improvement Plan (PIP): A written plan providing guidance to assist employees in improving unacceptable performance.

Parties: 93D Signal Brigade (EMPLOYER) and National Association of Independent Labor, Local 11 (UNION).

Reduction in Force (RIF): The release of an employee from a competitive level by separation, demotion, furlough for more than 30 consecutive calendar days or 22 workdays within one (1) year from the first day that furlough is to be affected, or reassignment requiring displacement for non-disciplinary reasons.

Reorganization: The planned elimination, addition, or redistribution of functions or duties in an organization.

Seniority: Service Computation Date (SCD) for leave purposes.

Supervisor: An individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

Temporary Promotion: Temporary assignment of an employee to a higher graded position for a specified period of time, with the employee returning to his regular duties at the end of the temporary promotion.

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

Unfair Labor Practice (ULP): See 5 USC, Section 7116.

USC: United States Code.

ARTICLE 4
EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this AGREEMENT shall affect the authority of any management official of the EMPLOYER -

a. To determine the mission, budget, organization, number of employees, and internal security practices of the EMPLOYER; and

b. In accordance with applicable laws

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

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

(3) With respect to filling positions, to select 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 EMPLOYER's mission during emergencies.

Section 2. Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating-

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

b. Procedures which management officials of the EMPLOYER observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 5

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Each employee has the right freely and without fear of penalty or reprisal to form, join, and assist the UNION or to refrain from such activity. The freedom of such employees to assist the UNION shall be recognized as extending to participating in the management of the UNION and acting for the UNION in the capacity of a UNION officer or steward.

Section 2. The EMPLOYER agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the EMPLOYER.

Section 3. Nothing in this AGREEMENT shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

Section 4. The EMPLOYER and the UNION agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, encourages common courtesy, assures fair and equitable treatment of employees, and maintains high standards of employee performance.

Section 5. Nothing in this AGREEMENT precludes any employee of the bargaining unit, regardless of UNION membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this AGREEMENT.

Section 6. Pursuant to 5 USC 7 I 14(a)(2)(B) (Weingarten Rights) an employee has the right to be represented by the UNION at any examination by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. The right to representation does not extend to routine work assignment discussions, routine counseling sessions, or performance evaluations between the employee and the supervisor.

Section 7. Prior to the commencement of an investigatory examination the employee will be informed of the purpose of the examination.

Section 8. Employees have the freedom to exercise any right of appeal granted by law, rule, regulation, or this AGREEMENT without fear of reprisal.

Section 9. Employees are encouraged to bring violations of law, policy and/or regulation to the EMPLOYER's attention.

Section 10. An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees.

Section 11. The employee has the right to confer with the UNION during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a UNION representative will make the request for time to his immediate supervisor prior to leaving his work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary.

ARTICLE 6

UNION RIGHTS AND OBLIGATIONS

Section 1. Consistent with 5 USC, Chapter 71, the UNION is entitled to act for and represent the interests of all employees of the Unit, collectively or individually, described in Article 1 of this AGREEMENT.

Section 2. The UNION shall accept as members and act for and negotiate AGREEMENTS covering all employees in the unit and shall be obliged to represent the interests of all such employees without discrimination and without regard to UNION membership in matters covered by the AGREEMENT.

Section 3. The UNION will be given the opportunity to be present at any formal discussion between a representative of the EMPLOYER and one or more employees in the unit concerning any grievance or any personnel policy or practice, or other condition of employment. Further, the UNION will be given the opportunity to be present at any examination of an employee in the Unit by a representative of the EMPLOYER in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.

Section 4. The UNION will encourage employees to maintain effective supervisor and employee communications.

Section 5. Designated UNION Officials who are bargaining unit employees will be granted official time to conduct representational activities authorized by the STATUTE and this AGREEMENT. Official time will not be used for internal UNION business.

Section 6. The EMPLOYER agrees to include a UNION check-in process for all new unit employees. A UNION representative may be present during orientation. The EMPLOYER will advise the UNION of orientation sessions.

ARTICLE 7

UNION REPRESENTATION

Section 1. The EMPLOYER agrees to recognize elected local officers and official representatives designated by the UNION, including a reasonable amount of stewards. The EMPLOYER also agrees to recognize representatives of the UNION's national office. The UNION will furnish and maintain with the EMPLOYER a complete and current list of UNION representatives.

Section 2. The UNION agrees, in carrying out its representational functions, to limit the number of representatives on official time, to those required to carry out matters pursuant to this AGREEMENT.

Section 3. Subject to the EMPLOYER's mission, and subject to the approval of the first level supervisor, or designee, official time will be authorized to permit designated UNION representatives to carry out their duties within the scope of this AGREEMENT. The UNION agrees that whenever business within the scope of this AGREEMENT is transacted during work hours, only the amount of time necessary to bring about a prompt and expeditious disposition of the matter will be utilized. A UNION representative desiring official time to carry out his duties within the scope of this AGREEMENT will inform his first level supervisor, or designee, of the reason he desires official time, the anticipated duration of the absence, and will obtain approval in advance using the Request for Official Time Form (Appendix A). UNION representatives will not be required to disclose any confidential information concerning matters for which official time is being requested but must provide enough information to permit the first level supervisor, or designee, to determine if the requested official time is reasonable and appropriate under this AGREEMENT.

Section 4. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the UNION, soliciting membership, collecting dues, campaigning for UNION office, and conducting elections for UNION officers, will be conducted outside of regular working hours.

Section 5. The representative of the UNION for administration and implementation of this AGREEMENT will be the duly-elected or appointed President of the local or the person whom he designates in writing to act in his place.

ARTICLE 8
NEGOTIATIONS

Section 1. It is agreed that the EMPLOYER shall negotiate with the UNION on all proposed changes in conditions of employment. It is understood that the EMPLOYER in this context means a representative with delegated authority to speak for the Commander.

Section 2. Negotiation is defined as collective bargaining between the EMPLOYER and the UNION with the objective of reaching formal written AGREEMENT with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

Section 3. Procedures for Bargaining. The following procedures for bargaining will be followed unless otherwise agreed to by the PARTIES.

a. The EMPLOYER agrees to notify the UNION President in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The UNION shall have ten (10) work days from the date of notification to request bargaining in writing. A meeting will be held at a mutually agreeable time and place within ten (10) work days to discuss the proposed change. After conclusion of the meeting and upon receipt by the UNION of any requested information the UNION will have ten (10) work days to forward written proposals to the EMPLOYER.

c. If the UNION does not request bargaining within the time limit, the EMPLOYER may implement the proposed change(s).

d. Bargaining will normally commence within ten (10) work days, after submission of UNION proposals, unless otherwise agreed upon by the PARTIES.

e. The EMPLOYER shall have ten (10) work days from the date of receipt of UNION initiated proposed change to conditions of employment to request in writing a meeting to discuss the proposed change. PARTIES will meet at a mutually agreeable time and place within ten (10) work days. After conclusion of the meeting the EMPLOYER will have ten (10) work days to forward written proposals to the UNION.

Section 4. It is recognized that this AGREEMENT is not all inclusive, and the fact that certain working conditions have not been specifically covered in the AGREEMENT does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions

to matters related to policies, practices, procedures and conditions of employment not covered by this AGREEMENT.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the Federal Labor Relations Authority.

ARTICLE 9

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the UNION may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

a. The employee receives an established amount of pay that is sufficient after legal deductions and other authorized allotments to cover the full amount of the allotment for the established dues.

b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.

c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

a. The UNION agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The President of the UNION is designated to receive completed forms, to enter the correct amount of the regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the UNION. He will then complete the required request for certification and submit the forms for processing. The Personnel Office will certify UNION membership eligibility, and the Comptroller Office will electronically transact withholding with the servicing payroll office retaining the SF-1187 as documentation.

b. Allotments authorized on properly completed and certified forms which are received by the EMPLOYER will be processed in an expedient manner.

Section 3. The EMPLOYER will withhold the amount of regular dues set by the UNION from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the UNION will notify the EMPLOYER in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

Section 4. The EMPLOYER will terminate an allotment:

a. At the end of the pay period following notification of loss of exclusive recognition by the UNION.

b. At the end of the pay period during which an employee separates from the unit or moves to a position not included within the unit of recognition.

c. At the first complete pay period after written notification is received from the UNION that an employee is no longer a member in good standing in the UNION.

d. Upon receipt of a properly completed SF-1188 (Revocation Form), at the beginning of the first pay period one calendar year after the employee's dues have been withheld (5 USC 7115), or if the allotment is not revoked at the end of the first year it has been in effect, any revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received by the EMPLOYER prior to September 1. Employees desiring to submit a revocation form (SF-1188) must submit the completed form during the 6 weeks prior to the revocation period to the EMPLOYER. A copy of these forms will be provided to the local UNION.

Section 5. A supply of SF-1188's will be maintained in the Personnel Office or at the CPAC website. An employee may request one of these forms personally or in writing from the Personnel office. The form will be released only upon proper request of an employee. These forms will not be stocked except in the Brigade Civilian Personnel office, CPAC, and the UNION office.

Section 6. Remitting the Amount withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount of dues withheld from employee salaries and forwarded to the designated NAIL bank account. The UNION will be provided a report of the employee members designated by their UNION local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld and the net balance remitted. Also identified will be those employees whose pay is not sufficient to cover the full amount of the deductions and whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be provided to the Local.

ARTICLE 10

INFORMATION AND UNIT MEMBERSHIP LISTS

Section 1. The EMPLOYER, at the request of the UNION, but not more than twice a year, will furnish the UNION with a list of names, work site mailing addresses, series, grades, organizational codes and duty stations of all employees in the bargaining unit. This information, which will be furnished within fifteen calendar days after the written request is received, will be used in conjunction with administering this AGREEMENT and for membership solicitation purposes.

Section 2. The UNION will be provided a copy of position organization charts and changes thereto.

Section 3. The EMPLOYER agrees to make its rules, regulations, and policies available to employees. The EMPLOYER will make a reasonable effort to bring specific instructions or policies relevant to an employee's particular job to his or her attention.

ARTICLE 11

UNION OFFICE SPACE

Section 1. The EMPLOYER will provide the UNION a private, lockable office space, office furniture, utilities, and a telephone with long distance access at no cost to the UNION. The EMPLOYER will furnish the UNION, on a loan basis, desks, computer (with email access), and printer for use in the space provided. Such other office furniture and equipment as the UNION requests for use in the space provided may be furnished on a loan basis, if available from existing stocks over the EMPLOYER's local requirements. The space, utilities, furniture and equipment furnished will be used by the UNION only in the conduct of business specifically authorized by this AGREEMENT and the EMPLOYER.

Section 2. UNION representatives will be authorized to use existing computer, telephone, fax machine, and copy machines to conduct UNION representational duties.

ARTICLE 12

UNION TRAINING SESSIONS

Section 1. Each recognized UNION Officer will be authorized 24 hours administrative leave and each UNION Steward will be authorized 16 hours administrative leave within a calendar year to attend training within the scope of the STATUTE provided the subject matter of such training is of mutual concern to the EMPLOYER.

Section 2. The UNION shall submit in writing to the Brigade Commander, normally at least fourteen (14) calendar days in advance, any request for administrative leave. The request will include the following information: Name(s) of representative(s); date; time; place of training or orientation sessions; agenda with subject matter to be covered.

Section 3. The Brigade Commander or designee will render a written decision normally within seven (7) calendar days of the request. The EMPLOYER is responsible for official time and no other off-post training related expenses. After completion of the training, the UNION will provide the Brigade Commander a listing of employees who actually attended the training, and the number of hours of administrative leave used by each.

Section 4. The UNION will be permitted to use available EMPLOYER-owned projectors and training aids when conducting UNION sponsored training sessions within the 93D Signal Brigade facilities.

ARTICLE 13

PUBLICITY

Section 1. The UNION shall be allowed no less than 18" x 22" of existing space on an official bulletin board located in buildings where members of the unit are employed to put up their notices and informational bulletins/letters.

Section 2. Literature posted must not violate any law or regulation or the security of the EMPLOYER, or contain scurrilous or libelous material.

Section 3. E-Mail and Interoffice Mail System. The UNION and its representatives may use the E-mail and the interoffice mail system for regular representation communications (e.g., grievances, correspondence or memos).

Section 4. Membership Drives. The EMPLOYER agrees to provide adequate facilities for membership drives at location that will provide access to unit employees during lunch periods and before or after duty hours. Detailed arrangements will be negotiated as needed.

Section 5. Literature. The distribution of UNION literature will be permitted provided it is done during non-duty hours of the distributor and employee receiving the literature and it does not interfere with the mission of the EMPLOYER.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Both PARTIES recognize the policy of the Government of the United States to provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, religion, creed, sex, national origin, or age and to promote the full realization of equal employment opportunity through a positive, continuing program of the EMPLOYER except as otherwise provided by applicable laws and regulations.

Section 2. Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee on the basis of race, color, age, religion, sex, national origin, marital status, or handicapping condition.

Section 3. Unit employees who feel they have been discriminated against have the right to discuss their complaint with an Equal Employment Opportunity (EEO) Counselor and may file a formal complaint. In addition, the employee may choose to have a personal representative when filing a formal complaint. An EEO complaint must be initiated within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. Procedures are available in the Fort Eustis Equal Employment Opportunity Office.

Section 4. The Local will be afforded the opportunity to have a UNION representative on the EEO Council, if established.

Section 5. Periodic reports compiled by the EMPLOYER on the EEO program will be publicized when appropriate for information and guidance to supervisors and employees.

ARTICLE 15

SEXUAL HARASSMENT

Section 1. Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship. The EMPLOYER is committed to a work environment free from unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment debilitates morale and interferes with the productivity of the organization.

Section 2. Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusing to take a personnel action such as a promotion depending upon an employee's submission to or rejection of such behavior.

Section 3. Sexual harassment involves overt or implied unsolicited comments, gestures, or physical contact of a sexual nature which are unwelcome, or the creation of a hostile work environment.

Section 4. The EMPLOYER's policy on the prevention of sexual harassment will be issued and posted on official bulletin boards.

Section 5. The EMPLOYER may administer appropriate discipline in instances where any individual has been properly found to have engaged in sexual harassment, in accordance with applicable laws and regulations.

Section 6. If an employee believes that sexual harassment has occurred, he may pursue the matter through the statutory EEO complaint procedure.

ARTICLE 16

EMPLOYEES WITH DISABILITIES

Section 1. The EMPLOYER agrees to comply with provisions of the Americans With Disabilities Act to fulfill its legal obligations to Employees with disabilities.

Section 2. The EMPLOYER agrees to publicize regulations, policies and procedures related to the employment of Employees with disabilities in a timely and appropriate manner.

Section 3. Employees with disabilities will be treated fairly and equitably with regard to application of personnel policies related to promotions, reassignments, awards, training, and career development.

ARTICLE 17

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The UNION and the EMPLOYER shall have as a goal early identification and motivation for rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both PARTIES agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Employee Assistance Program (EAP) for professional screening and diagnosis. Motivation is achieved through the employee's clear understanding that unless his problem is identified and corrected, he is subject to the existing disciplinary and adverse action procedures for unsatisfactory job conduct and unsatisfactory job performance.

Section 2. The PARTIES recognize that medical or behavioral problems of an employee and/or members of his immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance, attendance, or conduct. It is in the best interests of both the EMPLOYER and the UNION to assist bargaining unit employees in recovering from these illnesses. The UNION therefore agrees to support the Employee Assistance Program of the EMPLOYER.

Section 3. A key element in assisting an employee in need of rehabilitative treatment is for the employee to recognize the problem and be willing to accept treatment. Participation by employees in all aspects of the Employee Assistance Program is voluntary. No unit employee will have his job security or promotional opportunities jeopardized by his request for counseling or referral assistance, except as may be limited by applicable law which relates to sensitive positions. The confidential nature of records of unit employees enrolled in the Employee Assistance Program will be preserved in the same manner as medical records. These records will not become part of the employee's Official Personnel Folder.

Section 4. If the employee enters the Employee Assistance Program, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulations. The initial counseling session with a designated Employee Assistance Program representative will be conducted on official duty time. The employee will be granted UNION representation at the initial counseling session upon request. The employee normally will be granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the Employee Assistance Program.

Section 5. The EMPLOYER and the UNION agree that when alcohol or drug abuse or other personal problems of the employee interfere with the efficient and safe performance of the employee's assigned duties, reduce dependability, or result in unacceptable conduct, this becomes the legitimate concern of the EMPLOYER. The EMPLOYER is concerned with the accomplishment of agency missions and the essential need to maintain employee productivity.

Section 6. The Employee Assistance Program has been established by the EMPLOYER to provide non-disciplinary procedures by which an employee with alcohol or other drug problems, or personal difficulties is offered counseling, referral, and rehabilitation assistance in order to return his job performance, attendance, or conduct to acceptable levels.

Section 7. Supervisory and employee training regarding the Employee Assistance Program will be presented by the EMPLOYER as needed in accordance with AR 600-85. UNION officers and stewards may attend such training offered to supervisors on official time. As required, the EMPLOYER will publicize the Employee Assistance Program, to include assurances of confidentiality for participants.

ARTICLE 18

US ARMY SUGGESTION PROGRAM

Section 1. The PARTIES agree to promote participation of employees in the US Army Suggestion Program, in accordance with AR 5-17, The Army Ideas for Excellence.

Section 2. The Army Suggestion Program can be accessed at the following website: USAJOBS.GOV.

ARTICLE 19

HOURS OF WORK

Section 1. The administrative workweek is established as the 7-day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek for full-time employees is defined as Monday through Friday, eight hours per workday, 40 hours per week, and results in 80 hours per pay period except for employees working an Alternative Work Schedule (AWS). Employees have the option to work an AWS in accordance with Office of Personnel Management guidance.

Section 2. AWS is defined as a flexible or compressed schedule.

a. Flexible Work Schedule (FWS): A work schedule consisting of ten (10) workdays (Monday through Friday), eight (8) hours each within the biweekly pay period, with fixed starting and ending times and core hours. Once selected, the hours are fixed until the employee obtains supervisory approval to select different starting and stopping times.

b. Compressed Work Schedule (CWS): A work schedule consisting of a total of 80 hours worked over less than ten (10) workdays (Monday through Friday) in a biweekly pay period. In 93D Signal Brigade Headquarters the CWS option encompasses the 5-4/9, 80 hours, 9 work day schedule of eight (8) 9-hour days and one (1) 8-hour day.

Section 3. The normal hours of operation shall be from 0630 to 1800, Monday through Friday. Employees shall be granted, on a nonpaid basis, at least thirty (30) minutes, not to exceed sixty (60) minutes for lunch each workday, normally to commence between 1100 and 1300.

Section 4. The EMPLOYER may require employees to revert to a traditional five (5) day, 40 hour workweek, to accommodate events such as employee training or travel.

Section 5. Normally, changes in shifts and duty hours will be established at least 2 weeks in advance, when feasible, except as provided for in 5 CFR 610.121.

Section 6. Employees can change their hours of work by coordinating with their immediate supervisor at least three (3) workdays prior to the desired change. Employees can change their desired work schedule (e.g. 5-4/9) through coordination with their immediate supervisor at least one (1) pay period prior to the desired change.

Section 7. The EMPLOYER agrees to grant breaks consistent with job requirements, nature of duties performed, and job exigencies.

ARTICLE 20

OVERTIME

Section 1. Overtime work is hours in a pay status in excess of eight (8) hours in a day or forty (40) hours in a workweek as provided for in applicable laws and regulations. For employees using an alternative schedule, overtime is work performed in excess of the number of hours the employee was scheduled to work in a day or hours in a pay status exceeding the eighty (80) hour bi-weekly pay period.

Section 2. In the assignment of scheduled overtime, the EMPLOYER agrees to provide the employee at least one (1) day advance notice for readjustment of personal commitments. In cases of unscheduled overtime or emergency overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the EMPLOYER will notify the employee as soon as the need for overtime is recognized. An employee may be excused from overtime for personal reasons if there is another qualified employee willing to serve in his place.

Section 3. Overtime will be computed in accordance with applicable regulations.

Section 4. The EMPLOYER agrees that overtime work will be offered equitably among the employees. Consideration will first be given to those employees who possess the necessary qualifications within the immediate organizational element where the overtime need exists. The PARTIES recognize that continuity of work and special skills are valid exceptions to the normal rotation on an equitable basis. The EMPLOYER will maintain overtime rosters.

Section 5. When it is necessary for employees to return to the work site outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

Section 6. If an employee refuses overtime for the purposes of this AGREEMENT in determining the equal distribution of overtime, the overtime refused will be counted as overtime worked.

Section 7. The EMPLOYER will provide the UNION, upon request, with necessary and pertinent information concerning overtime hours worked to aid in resolving inquiries into overtime distribution alleged by specific employees. New employees will be credited with the same number of hours as the employees of the same grade and title with the lowest number of hours in the Department.

Section 8. Before directing overtime, qualified volunteers from the roster will be solicited from the immediate organizational element. When volunteers from the roster are no longer available, the EMPLOYER may direct overtime. When directing employees to work overtime, the employee with the least amount of overtime actually worked will be assigned the overtime.

Section 9. An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime as if actually worked for the purpose of determining equal distribution of overtime.

Section 10. Employees who are nonexempt under the Fair Labor Standards Act (FLSA) may elect to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime worked. Compensatory time will be administered in accordance with 5 CFR 532, 550, and 551 and appropriate regulations.

Section 11. When illness or an emergency prevents an employee from reporting for duty to perform overtime, the employee should notify the EMPLOYER as soon as practicable prior to the scheduled start time of the overtime assignment, but not later than two (2) hours after the start time of the overtime assignment.

ARTICLE 21
ANNUAL LEAVE

Section 1. The employee shall earn and be granted annual leave in accordance with applicable regulations.

Section 2. Consistent with workload and manpower requirements and when the request is submitted with sufficient advance notice, the EMPLOYER agrees that an employee's request for annual leave will be granted. Approval of request for annual leave for unforeseen emergency reasons will be granted as the circumstances warrant.

Section 3. It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. The EMPLOYER will advise employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture. Any "use or lose" leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave.

Section 4. Approval of leave is not to be presumed. It is the responsibility of the employee to ascertain that the request for leave has been approved. The EMPLOYER will act on the request for leave as soon as practicable following submittal and inform the employee of the decision.

Section 5. The EMPLOYER will avoid cancelling annual leave, subject to mission needs, workload and manpower requirements.

Section 6. It is agreed that no employee shall be called back from leave unless an emergency or workload exigency arises and no other qualified employee is available to perform the required duties.

Section 7. An employee unable to report for duty because of a personal emergency must request annual leave of the EMPLOYER as soon as possible but not later than 2 hours after the start of his regularly scheduled tour of duty unless precluded by emergency conditions.

Section 8. All employees may submit annual leave schedules (1 to 30 days) for the leave year by the end of January. Seniority will be used when all requests for annual leave cannot be approved. Other annual leave will be on a first come, first served basis. The employee's needs and desires will be considered by the EMPLOYER. Normally, an employee should schedule annual leave of one week or more duration, one month in advance.

Section 9. Regular days off immediately preceding and following scheduled vacation periods will be treated as part of the vacation schedule, to permit employees to include those days in their vacation plans.

Section 10. An employee may request approval of advanced annual leave up to the amount they would accrue by the end of the current leave year (pay period 26).

ARTICLE 22

SICK LEAVE

Section 1. Employees will accrue and be granted sick leave in accordance with applicable laws and regulations. The UNION joins the EMPLOYER in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 2. Earned sick leave shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor or the supervisor's designee, as soon as possible, but not later than two (2) hours after the start of the tour of duty unless emergency conditions preclude such notification.

Section 3. Sick leave, if available, will be granted to employees in accordance with applicable STATUTES and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examination or treatment; or when exposed to contagious diseases as defined by Federal regulations and when the presence of the employee at his place of duty would jeopardize the health of coworkers. Request for sick leave for medical, dental or optical examination or treatment shall be submitted for approval, at least 3 days in advance of the appointment, if possible. Employees will make reasonable efforts to schedule such appointments after working hours or on non-workdays.

Section 4. Normally, employees shall not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave unless such sick leave exceeds 3 working days of continuous duration. In individual cases where there is reason to believe the employee is abusing sick leave privileges, the employee may be required to furnish a doctor's certificate for any sick leave request. The number of hours of sick leave used will not in themselves establish abuse. In such cases, the employee should normally be advised orally that, because of the questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about the desired improvement in his sick leave record, he will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement shall be reviewed by the immediate supervisor at the end of 6 months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision.

Section 5. A medical certificate normally to be filed upon return to duty should support period of absence on sick leave in excess of 3 workdays of continuous duration. In lieu of a medical certificate, the employee's signed statement explaining the nature of his

illness may be accepted when considered unreasonable to require a medical certificate because the illness did not require the services of a physician.

Section 6. The EMPLOYER agrees to advance sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Such leave is subject to the following:

a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis;

b. The employee has exhausted all accumulated sick leave and any annual leave in excess of 240 hours;

c. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advanced sick leave; and

d. The employee is not under a written medical certification requirement.

Section 7. When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his assigned position, the EMPLOYER agrees to attempt to assign duties that the employee can perform within the given restrictions for a reasonable period of time.

Section 8. The EMPLOYER agrees when employees are sent home due to illness, the absence will be charged to sick leave in accordance with regulations. The EMPLOYER agrees when employees are sent home due to on-the-job injury, the absence for the remainder of the day will be charged in accordance with the provisions of applicable regulations and instructions.

Section 9. Sick leave should be granted when a member of the immediate family of the employee is afflicted with a contagious disease (a disease subject to quarantine or isolation of the patient by health authorities having jurisdiction) which requires the care and attendance of the employee; or when, through exposure to contagious diseases, the presence of the employee at his post of duty would jeopardize the health of others. A contagious disease is that which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period of time.

Section 10. Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons properly designated to maintain them.

Section 11. Sick Leave for Adoption will be granted IAW 5 CFR 630.401.

ARTICLE 23

FAMILY AND MEDICAL LEAVE

Entitlements under the Family and Medical Leave Act (FLMA) are in accordance with 5 CFR 630.1201, Subpart L.

ARTICLE 24

BONE MARROW OR ORGAN DONATION

In accordance with 5 U.S.C. 6327, an employee may use up to seven (7) days of paid leave every calendar year to serve as a bone-marrow donor. An employee also may use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Except in emergency cases, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the First Level Supervisor to the Brigade Commander, or designee, for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual, sick leave, or leave without pay, whichever is applicable. Official documentation from the medical center/provider must be submitted along with the request.

ARTICLE 25

COURT LEAVE

Section 1. In accordance with 5 U.S.C. 6322, 5537, and 5515, an employee is entitled to Court Leave (paid time off without charge to leave for service as a juror or witness).

Section 2. Court leave will be granted, in accordance with applicable law and regulations, to an employee who is summoned to act as a witness before a court on behalf of the United States Government, state and local governments, or to perform jury duty in any court of law. When an employee is called as such a witness or juror, he will notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates and times he served as such a witness or juror.

Section 3. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least 2 hours of the scheduled workday the employee shall return to duty unless granted appropriate leave by the EMPLOYER. It is an employee's responsibility to request and receive approval prior to going on leave.

Section 4. Monies paid to jurors or witnesses which are in the nature of "expenses" (e.g. transportation) do not have to be reimbursed to the agency.

Section 5. When an employee's witness service is not in connection with a judicial proceeding to which a government entity is a party, and that service is not associated with the employee's official capacity, the employee's absence from duty must be charged to annual leave or LWOP, and the employee may accept fees and expenses incidental thereto.

ARTICLE 26

LEAVE WITHOUT PAY

Section 1. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted at the employee's request. LWOP shall be administered in accordance with applicable laws and regulations.

Section 2. Employees have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs.

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353) provides employees with an entitlement to LWOP when employment with an EMPLOYER is interrupted by a period of service in the uniformed service.

c. Executive Order 5396, of July 17, 1930, provides that disabled veterans are entitled to L WOP for necessary medical treatment.

d. While receiving worker's compensation payments from the Department of Labor, Office of Workers Compensation Program.

Section 3. Employees in an approved L WOP status will retain all rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program, to the extent that they are entitled to such benefits.

Section 4. When a liberal leave policy is in effect, and leave is granted, LWOP may be approved for employees who request leave for the period of time covered by the liberal leave policy.

Section 5. Any employee granted leave without pay is required to keep the EMPLOYER notified of his current address and/or contact information. The EMPLOYER recognizes the bumping and retreat rights of an employee on approved leave of absence in situations where the employee is affected by reduction-in-force action during his leave of absence.

ARTICLE 27

HOLIDAYS AND HOLIDAY OBSERVANCE

Section 1. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

Section 2. Employees shall receive the number of hours normally scheduled to work on a day designated a holiday, at their regular hourly rate of pay, on all days defined as holidays that they are not required to work.

Section 3. All employees who work on holidays during their regular shift shall receive holiday pay computed in accordance with applicable regulations.

Section 4. Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

Section 5. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on a Sunday, it will be observed on the following Monday for employees whose tour of duty is Monday through Friday.

Section 6. For employees who are scheduled to work on Sunday in their basic workweek, and a holiday falls on a regular scheduled workday in lieu of Sunday, the next scheduled workday will be observed as the holiday. For employees scheduled to work on Saturday, and a holiday falls on a regular scheduled workday in lieu of Saturday, the previous scheduled workday will be observed as the holiday.

Section 7. For employees on Compressed Work Schedules, if a holiday occurs on Sunday, the following regularly scheduled workday is the employee's in-lieu of holiday. If the holiday falls on any other day, the in-lieu of holiday is the preceding regularly scheduled workday. An employee will not change their CWS for the sole purpose of adjusting their in-lieu-of holiday.

ARTICLE 28

EXCUSED ABSENCES

Section 1. Unit employees should be excused from duty to donate blood. If a unit employee is accepted as a donor and in fact donates blood, he normally will be excused from work for a period of four hours, such time to count from the time he left his place of work. In special cases, when the EMPLOYER determines that an employee can be spared to donate blood but cannot be spared from work for a period of four hours, the employee must be so informed in sufficient time for the employee to decide whether or not he wishes to make the donation under those circumstances.

Section 2. Unit employees will be excused to participate in interviews and written examinations conducted within the local commuting area under the Department of the Army Merit Promotion (Staffing) Program, provided the interviews or examinations are conducted during regularly scheduled working hours.

Section 3. Employees may be granted excused absences for other purposes in accordance with regulations.

Section 4. Supervisors may grant excused absences for up to 59 minutes.

Section 5. Tardiness: Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to appropriate supervision. Infrequent tardiness should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as appropriate.

ARTICLE 29

CIVIC RESPONSIBILITIES

Section 1. Eligible employees who are in a duty status on any election day shall be granted time to vote in accordance with applicable regulations. As a general rule, where the polls are not open at least 3 hours either before or after an employee's regular hours of work he may be granted an amount of excused leave which will permit him to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

Section 2. The PARTIES recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, blood donor programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the EMPLOYER and the UNION shall refrain from exerting pressure upon employees to participate.

ARTICLE 30

MEDICAL FLEXIPLACE PROGRAM

Section 1. A Medical Flexiplace program is designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned work site. The medical condition shall be certified in a manner that is administratively acceptable. Medical Flexiplace is intended for employees who do not have permanent medical conditions.

Section 2. Responsibilities.

a. Responsibilities of Management:

- (1) Authorize use of flexiplace assignments;
- (2) Ensure that appropriate management controls and reporting procedures are in place before employee begins assignments;
- (3) Authorize work site arrangements;
- (4) Assess the employee's work qualifications and the likelihood of the employee's successfully completing work away from the official duty station;
- (5) Maintain productivity records and information to evaluate the employee's performance and quality of work;
- (6) Develop or amend performance standards and measurements, if necessary for work performed away from the official duty station; and
- (7) Provide equipment, when necessary and available, for the employee to adequately perform assigned work.

b. Responsibilities of Employees:

- (1) Complete work assignments;
- (2) Observe agreed upon hours of work in accordance with the established policies;
- (3) Observe activity policies for requesting leave;

(4) Complete an employee self-certification of time and attendance report and return it to the supervisor on a biweekly basis;

(5) Respond in a timely manner to agency customers and to the public; and

(6) If applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the flexiplace assignment.

Section 3. An employee participating in flexiplace must:

- a. Receive supervisor's approval for participation;
- b. Be a permanent employee who has worked at least one (1) year;
- c. Have an acceptable performance rating as the most recent rating of record;
- d. Have available work;
- e. Be willing to sign and abide by a written work agreement;
- f. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruptions which could impact productivity; and
- g. Have demonstrated the ability to work independently.

Section 4. Medical documentation must include the following:

- a. A description of the medical limitations that prevent the employee from reporting to the work site;
- b. What restrictions, if any, should be placed on the work performed at the alternate work site; and
- c. A diagnosis and prognosis, including the expected return-to-work date.

Section 5. A work agreement must be signed by the employee and his supervisor and must contain the following items:

- a. Agreement to release home telephone number of employee to "customers";
- b. Voluntary nature of the agreement;
- c. Length of the flexiplace assignment (initially not to exceed 6 months);
- d. Hours and days the employee will work;

- e. Location of the temporary work site;
- f. Responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time;
- g. Performance requirements;
- h. Requirements for proper use and safeguarding of government property and records, standards of conduct, etc.;
- i. Reimbursement of expenses to be paid by the Government, if any;
- j. Government equipment to be used by the employee; and
- k. Responsibility of employee to protect government equipment.

Section 6. Approval/Disapproval.

a. Approval levels for Medical Flexiplace Requests are as follows: Brigade Commander, 93D Signal Brigade.

b. The approval/disapproval will be based on the employee's ability to provide definitive, medical documentation concerning his temporary medical condition, and will include an expected return-to-work date. Additionally, the approval/disapproval will be dependent upon mission requirements. As a rule, temporary medical conditions would not continue for more than a few days to a few months. Supervisors may not leave Medical Flexiplace assignments open-ended. Employees will provide to their supervisor re-certification of their medical condition after two (2) months to support continued participation.

Section 7. Equipment and Supplies. The EMPLOYER will provide appropriate equipment and supplies for employees to perform work at the Flexiplace work site.

Section 8. Classified documents will not be removed from EMPLOYER offices to provide work at home. Privacy Act materials must be protected and not removed from official work site.

ARTICLE 31

ADVERSE CONDITIONS POLICY

Section 1. When it has been determined that activities must be curtailed due to adverse weather conditions, employees scheduled to work will be administratively excused without charge to leave or loss of pay, in accordance with applicable law and regulations. Employees considered mission essential, as determined by the EMPLOYER could be required to report or remain on duty. Employees who are designated mission essential shall be notified in advance that they have been designated as such in writing.

Section 2. When the decisions have been made to curtail activities during duty hours and to administratively excuse employees, employees will be promptly notified in accordance with the 93D Policy Memorandum # 11, 17 February 2011.

Section 3. On-the-spot mission essential personnel may be designated to complete the work that must be accomplished in accordance with applicable regulation. This is not meant to include normal routine work that is not critical to mission.

Section 4. Commensurate with skills required, the EMPLOYER agrees that mission essential work will be distributed equitably. Within those functions where there are two or more employees performing the same function and less than the full work force is required for emergencies, a reasonable effort will be made to rotate the personnel designated as mission essential.

Section 5. The EMPLOYER will inform the UNION President of curtailment of operations due to adverse conditions.

Section 6. The Joint Base Langley-Eustis (JBLE) Commander has the responsibility for determining if and when the installation initiates early dismissal and/or base closure. The JBLE Operations Center is the authority for disseminating base closure information, delayed report and early dismissal information post-wide. Employees will follow JBLE notification on local radio and TV Stations. Additionally, each 93D Brigade Section will initiate alert procedures to ensure all employees are notified of base closure, or delayed reporting.

Section 7. When it has been determined prior to the beginning of a tour of duty that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty due to circumstances beyond their control, i.e., road closure, etc., they shall be excused in accordance with this Article and in accordance with the 93D Policy Memorandum # 11, 17 February 2011.

Section 8. The EMPLOYER agrees that employees on approved leave, annual, sick, etc., shall have leave changed to administrative leave in accordance with the 93D Policy Memorandum #11, 17 February 2011, upon installation closure.

Section 9. The PARTIES agree that there may be instances when the EMPLOYER is required to shut down or reduce its heating/air conditioning to conserve energy. If this should result in adverse working conditions, except where employees are excused pursuant to the 93D Policy Memorandum #11, 17 February 2011, the EMPLOYER should use one or more of the following to reduce or eliminate such conditions;

- a. Allow nonessential employees to vary their tours of duty.
- b. Move employees to different locations on post.
- c. Implement liberal leave policies.

Section 10. The 93D Policy Memorandum #11, 17 February 2011 shall be followed regarding adverse conditions.

ARTICLE 32

SAFETY AND HYGIENE

Section 1. Safety on the job is of utmost importance, and the EMPLOYER and UNION join in the furtherance of good safety practices.

Section 2. The individual employee is responsible for observing safe work practices and has an obligation to observe all safety rules and practices in order to protect himself and his fellow workers.

Section 3. The EMPLOYER will make every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees. The UNION will cooperate to achieve that end and will encourage all employees to work in a safe manner.

Section 4. The EMPLOYER recognizes that employees required to work alone after normal duty hours may be subject to on the job injuries without anyone being aware of the injury. In view of this, the EMPLOYER agrees to establish procedures to ensure that, at the employee's request, an office operating after normal duty hours is periodically checked.

Section 5. The UNION may appoint a member to the local Safety Council.

Section 6. The EMPLOYER shall provide adequate and clean toilet facilities, as near to the normal duty area as reasonably possible.

Section 7. The UNION will encourage all employees to report all accidents and unsafe conditions immediately. The EMPLOYER will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees.

ARTICLE 33

ON THE JOB INJURIES

Section 1. When the employee sustains injuries while in the performance of duty, no matter how slight, the injured employee, or someone in his behalf, must, within 48 hours after the injury, give written notice thereof on an Office of Workers' Compensation Program (OWCP) Form CA-1 to the employee's immediate supervisor.

Section 2. The EMPLOYER will provide emergency treatment and transportation necessary to secure this treatment in incidents of on-the-job injuries. The EMPLOYER will assist the employees in applying for compensation with the Office of Workers Compensation Programs. The EMPLOYER will ensure that appropriate injury and compensation forms are filled out, signed, and submitted to proper authorities.

Section 3. Employees who are injured on the job will be entitled to evaluation and emergency treatment consistent with the nature and extent of the injury at the installation Medical Treatment Facility (MTF). The employee retains the right to receive evaluation and emergency treatment for the injury from a medical facility of his choosing, in accordance with applicable law. If the local MTF does not have the capability of providing the necessary evaluation and emergency treatment, the employee may be treated by a medical facility of his choice.

Section 4. On the day of an on-the-job injury which occurs during the employee's regular tour of duty, time spent related to evaluation and treatment of the injury will be considered duty time for pay purposes. No overtime will be authorized for time spent in medical evaluation and treatment which occurs after normal duty hours, unless the employee is already working in an approved overtime status when the on-the-job injury occurred.

Section 5. When an employee designates in writing a UNION representative to assist in applying for these benefits, the representative will be authorized to review documents relating to the claim to which the employee is entitled to review. Copies shall be provided upon request.

ARTICLE 34

SMOKING

Section 1. The PARTIES agree to support the established installation smoking policy, and to solicit the cooperation of bargaining unit members (both smokers and non-smokers) in complying with the policy. Smoking is prohibited in the EMPLOYER's facilities, and those who smoke must do so outside.

Section 2. Designated outdoor covered areas shall be provided for smokers use within close proximity to activity buildings. Outdoor areas designated for smoking will not be located in areas commonly used by nonsmokers, and will not be in the immediate vicinity of supply air intakes or the main entrances of buildings.

Section 3. Breaks for smoking will be taken in accordance with standard rules for hours of work and authorized breaks.

ARTICLE 35

MERIT STAFFING

Section 1. The EMPLOYER will conduct merit promotion and staffing in accordance with 5 CFR 335. The EMPLOYER will consider, to the fullest extent possible, the skills and talents of its employees in the recruitment for vacant positions. This AGREEMENT provides for concurrent consideration of employees, but does not restrict the right of the EMPLOYER to fill positions by methods other than promotion.

Section 2. As outlined in 5 CFR 335, the EMPLOYER will use selection procedures that preserve EMPLOYER's ability to select or not select from among a group of best-qualified candidates or from other appropriate sources, such as reemployment priority lists, reinstatement, transfer, individuals with disabilities, Veterans Recruitment Act (VRA) eligible, or from those within reach on an appropriate Office of Personnel Management (OPM) certificate.

Section 3. Areas of consideration must be sufficiently broad to ensure the availability of high quality candidates, taking into account the nature and level of the positions covered. Employees are responsible for posting their resumes in the Army Resume Builder and the Army Civilian Service System for all open vacancies in which they desire consideration.

Section 4. Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

a. Eligibles entitled to priority consideration or priority placement; and

b. Merit promotion, reassignment or reinstatement eligibles, or any other appropriate source. Nothing in this Article shall affect the authority of the EMPLOYER with respect to filling positions and making selections for appointments from:

(1) Among properly ranked and certified candidates for promotion;

or

(2) Any other appropriate source.

Section 5. The EMPLOYER agrees to electronically distribute job vacancy announcements prior to the opening date of the announcement to employees and the UNION.

Section 6. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.

Section 7. Employees will not be required to use leave for the purpose of participating in interviews as required under the EMPLOYER's Merit Promotion Program.

Section 8. Applicants can view the status of self-nominations for any job vacancy which they applied for using both the Army Resume Builder and USAJOBS which will provide real-time access to information on the status of their self-nominations. Answer allows employees to submit inquiries on non-referral.

Section 9. Employees in career-ladder positions should normally be promoted to the next higher level when the qualifications and eligibility are met and level of performance is satisfactory.

ARTICLE 36

DETAIL AND TEMPORARY PROMOTION

Section 1. A detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail.

Section 2. The EMPLOYER recognizes the basic principles that an employee should be assigned to the duties of the position of rating in which he is employed. However, to meet temporary needs of the work program when necessary services cannot be obtained, details/temporary promotions may be used.

Section 3. Supervisors are responsible for selecting employees for detail/ temporary promotion on an impartial basis; for informing employees of details/temporary promotion, reasons, duties and estimated duration; and for establishing proper controls to ensure that details/temporary promotions are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for Office of Personnel Management approval.

Section 4. Details/temporary promotions shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved.

Section 5. Details will be documented on a Request for Personnel Action (SF52).

Section 6. Non-competitive temporary assignments to higher-graded positions will be accomplished on a rotational basis, to the extent practicable from among employees in the normal line of progression (at the next lower level) in the immediate organization.

Section 7. Employees temporarily assigned to perform duties of a higher-graded position will be temporarily promoted when the assignment exceeds sixty (60) days and the employee is qualified and meets eligibility requirements. Competitive procedures will be used for temporary promotions exceeding 120 days.

ARTICLE 37

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. Employees will be furnished a copy of their position descriptions within thirty (30) days of initially entering a position and as major changes are made. An employee's supervisor shall discuss with the employee any major change he contemplates making to the employee's position description before any changes are made except under extenuating circumstances, e.g., prolonged absences. The phrase "other duties as assigned" will normally be reasonably related to the duties of the employee's position.

Section 2. The EMPLOYER will assure that all Unit position descriptions are periodically reviewed and are updated to reflect all major changes in duty assignments.

Section 3. Position Classification Standards and appeal procedures are available to employees and UNION via the CPAC website.

Section 4. An employee who believes his position description is improperly classified and/or described may discuss the matter with the supervisor. The supervisor with such assistance as required shall explain the basis upon which duties were described and the position classified.

Section 5. An employee who believes his duties are not accurately described in their position description should bring this to the attention of the supervisor for resolution. If satisfactory resolution is not reached, the employee may grieve the accuracy of duty description through the Negotiation Grievance Procedures, but not the classification (i.e., title, pay plan, series or grade) of the position.

Section 6. An employee who believes his position is not properly classified (incorrect title, pay plan, series or grade) may file a classification appeal.

ARTICLE 38

PERFORMANCE EVALUATIONS

Section 1. An employee's performance appraisal will normally be prepared by the employee's supervisor.

Section 2. The supervisor will discuss with the employee his appraisal prior to making it a part of the employee's record.

Section 3. All appraisals will be made in a fair and objective manner. An employee's signature, where provided for, indicates only that the appraisal has been received and discussed, and does not indicate an employee's agreement or disagreement with the appraisal.

Section 4. The supervisor will counsel employees in relation to their overall performance near the mid-point of the rating period and on an as needed basis. When an official narrative record results from such counseling, the affected employee will be given a copy of the record and will have the right to make written comments.

Section 5. Performance objectives or responsibilities will be identified and established for each individual employee's position. Employees are encouraged to participate in identifying performance objectives, as well as providing input for their accomplishments.

Section 6. It is the supervisor's responsibility to assess performance, determine if improvement is needed, and if so, to communicate the needed improvement in clear and specific terms to the employee. Two steps are required before an employee can be rated "unacceptable" on one or more critical objectives in his performance plan.

a. If an employee's performance deficiencies are significant, the supervisor will initiate informal performance counseling. The employee will be provided a detailed explanation regarding specific performance deficiencies and what must be done to improve to an acceptable level of performance. This counseling will be in writing. Both Supervisor and the Employee will acknowledge the counseling session on the document. The employee will be given a minimum of fifteen (15) calendar days to improve performance. Employees will be afforded the opportunity to be represented by the UNION at the performance deficiency counseling session.

b. If the employee's performance has not risen to an "acceptable" level within the time frame set forth in the informal performance counseling, the supervisor will conduct a special review and issue a Performance Improvement Plan (PIP) with specific details defining an "acceptable" level of performance. Employees will be given a minimum of ninety (90) calendar days to improve performance.

Section 7. The employee has the right to grieve the performance evaluation. Grievances will begin at Step 2 of the Grievance Procedure and will be filed within ten (10) work days of the employee receiving a copy of the performance evaluation.

ARTICLE 39

CIVILIAN AWARDS AND RECOGNITION

Section 1. The Department of the Army awards program recognizes and rewards civilian employees whose performance contributes significantly to the Army's mission. The civilian awards and recognition program will be in accordance with applicable instructions and 7th Signal Command Civilian Monetary and Performance Recognition Awards Policy, 29 October 2010.

Section 2. Types of awards may include:

- a. Individual Cash Award
- b. Honorary Awards
- c. Letters of Commendation
- d. Length of Service Awards
- e. Suggestion Awards
- f. Time Off from Duty Awards
- g. 93D Civilian of the Quarter/Year awards
- h. Quality Step Increase

Section 3. Peers, supervisors, or members of other Commands may submit award nominations.

Section 4. The UNION will be provided a listing of command awards for bargaining unit employees upon request. The list will contain employee name, section, type of award and date award was received.

ARTICLE 40

REDUCTION IN FORCE, TRANSFER OF FUNCTION, AND REORGANIZATION

Section 1. The EMPLOYER and the UNION jointly recognize that occasions may arise when adjustments of the work force may be necessary by reduction-in-force, transfer of function or reorganization.

a. Reduction-in-Force (RIF) means the release of an employee from a competitive level by separation, demotion, furlough for more than 30 consecutive calendar days or 22 workdays within one (1) year from the first day that furlough is to be affected, or reassignment requiring displacement for non-disciplinary reasons.

b. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

Section 2. The EMPLOYER will advise the UNION in writing of any proposed Reduction-in-Force, Transfer of Function or Reorganization. At that time the UNION may request bargaining on appropriate arrangements and procedures (impact and implementation).

Section 3. Adverse actions resulting from Reduction-in-Force are appealable to the Merit Systems Protection Board. Other RJF actions are subject to the negotiated grievance procedure. Grievances must be filed at Step 3.

ARTICLE 41

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Both PARTIES agree the EMPLOYER has the right and obligation to administer disciplinary actions for just and sufficient cause. The Army guideline of penalties and offenses, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as mitigating and aggravating circumstances should be considered when determining penalties. Both PARTIES agree that primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee-management relations.

Section 2. Disciplinary and adverse actions will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. All disciplinary actions must be supported by a preponderance of evidence.

Section 3. Disciplinary actions may be formal or informal. Formal disciplinary actions are defined as written reprimands or suspensions of 14 days or less. Informal disciplinary actions include oral admonitions and letters of caution and requirement to correct specific employee deficiencies which do not warrant formal disciplinary action. Summaries of oral admonishment and copies of letters of requirement and/or caution that are disciplinary in nature shall not be placed in an employee's official personnel folder. Incidents for which an employee is orally admonished will not be counted as prior offenses or infractions when determining a penalty under the guideline schedule of disciplinary offenses and penalties.

Section 4. An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. An advance written notice stating the specific reason for the proposed action;
- b. A reasonable time, not less than 10 calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his reply;
- c. Be represented by the UNION; and
- d. A written decision and specific reasons therefore at the earliest practicable date.

Section 5. For purposes of this Article, the term "adverse actions" applies to:

- a. A removal;

- b. A suspension for more than 14 calendar days;
- c. A reduction in grade; 60
- d. A reduction in pay; and
- e. A furlough of 30 calendar days or less.

A furlough is defined as a temporary non-pay status and absence from duty required by the EMPLOYER because of lack of work or funds, or for other nondisciplinary reasons.

Section 6. An employee against whom an adverse action is proposed is entitled to:

- a. At least 30 calendar days advance written notice stating the specific reasons for the proposed action, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or the action is specifically excluded by OPM regulations;
- b. Not less than 14 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. A written decision and the specific reasons therefore at the earliest practicable date;
- d. A representative of his choosing; and
- e. A notice of appeal rights.

Section 7. The EMPLOYER will inform the employee in the decision letter of grievance and/or appeal rights.

Section 8. Grievances contesting the propriety of a disciplinary action may be filed by the affected employee not later than ten (10) work days after receipt of the decision letter at Step 2 of the Negotiated Grievance Procedure. Decisions regarding adverse actions are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

Section 9. The EMPLOYER agrees to provide two copies of the written disciplinary action(s) to the affected employee who may provide a copy to the UNION should he so elect. The employee will be informed within the decision letter that the extra copy is for the UNION representative and that the UNION has not been provided a copy of the decision.

ARTICLE 42

EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. The EMPLOYER is responsible under the Government Employees Training Act for establishing training programs to increase efficiency and effectiveness. The EMPLOYER will publicize training opportunities in those areas and inform the employees how to apply for this training for self-development.

Section 2. The PARTIES will stress to employees of the Unit the need for self-development and self-initiated training to increase their efficiency and enhance their career potential.

Section 3. The EMPLOYER recognizes the importance of training and will ensure that employees occupying the same type of positions will receive equal consideration to participate in training consistent with their qualifications, work experience, and professional goals.

Section 4. The EMPLOYER will endeavor to assure that employees are provided necessary training and/or assistance to meet the performance requirements of their positions.

ARTICLE 43

COMMERCIAL ACTIVITIES

Section 1. The EMPLOYER retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act and Executive Order 12871. All contracting out decisions will be in accordance with controlling regulations.

Section 2. As requirements are known, the UNION will be notified in writing of the functions scheduled for review under the Commercial Activities Program.

Section 3. When the EMPLOYER determines that it may implement a contract study under OMB Circular A-76 that may impact bargaining unit positions, it will notify the UNION.

Section 4. It is agreed that since it is to Management's advantage that the Performance Work Statement (PWS) during commercial activity reviews be as accurate as possible, the UNION will be given the opportunity to review the statement for thoroughness. Comments must be provided within thirty (30) calendar days after receipt and will be carefully considered by Management. It must be noted that this provision applies only to commercial activity reviews affecting the bargaining unit. A copy of the PWS will be provided to the UNION when made public.

Section 5. The EMPLOYER shall notify the UNION if a site visit is going to be conducted for potential bidders seeking contracts for work performed by unit employees. A UNION Representative will be given the opportunity to attend such a site visit.

Section 6. When the EMPLOYER determines that unit work will be contracted out, the EMPLOYER shall notify the UNION to provide them an opportunity to negotiate appropriate arrangements and procedures (impact and implementation).

ARTICLE 44

GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt settlement of grievances. The PARTIES agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 2. Unit employees covered by this AGREEMENT may present a grievance which may be processed with or without UNION representation at the grievant's discretion. However, the UNION shall have the right to have its representative present at the grievance meetings. This right to individual presentation does not include the right to take the matter to arbitration, unless the UNION agrees to do so.

Section 3. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this AGREEMENT, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the EMPLOYER. This shall be the sole procedure available for processing covered grievances.

Section 4. A grievance means any complaint:

a. By any unit employee concerning any matter relating to the employment of the employee, except for those matters specifically excluded in Section 5 of this Article;

b. By the UNION concerning any matter relating to the employment of the employee; or

c. By any unit employee, the UNION, or the EMPLOYER concerning:

(1) The effect or interpretation or a claim of breach of this collective bargaining AGREEMENT; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 5. Matters excluded from this grievance procedure are as follows:

a. A claimed violation of prohibited political activities;

b. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Program, US Department of Labor;

c. A suspension or removal under 5 USC 7532 (National Security);

- d. Any examination, certification or appointment of candidates for federal employment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Equal Employment Opportunity complaints or allegations;
- g. Non-selection for promotion from a group of properly ranked and certified candidates;
- h. Notice of proposed actions;
- i. Termination of probationary employees;
- j. Any matter appealable to the U.S. Merit Systems Protection Board; and
- k. Allegations of mismanagement.

Section 6. Grievances may be initiated by:

- a. Employees (either individually or jointly);
- b. The UNION; or
- c. The EMPLOYER.

Regardless of UNION membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or established agency policy. An employee or group of employees in the unit may only be represented by themselves or the UNION in filing a grievance under this negotiated procedure.

Section 7. If two or more employees initiate identical grievances, where the basis for the grievance and corrective action being sought are identical, the UNION, if it has been designated as the representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 8. A reasonable amount of official time will be granted an aggrieved employee to investigate, prepare, and/or present a grievance; however, no overtime will be paid to any employee to accomplish these functions. An employee desiring official time for either of the forgoing purposes, shall request time in accordance with Article 7, UNION Representation.

Section 9. No representative of the UNION will solicit grievances from employees.

Section 10. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the UNION to comply with any applicable time limit will terminate further consideration of the grievance, except as otherwise provided herein. Failure of the EMPLOYER to comply with any applicable processing time will constitute a valid basis for the grievance being advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual written agreement between the EMPLOYER and the UNION.

Section 11. A grievance by the employee, UNION, or the EMPLOYER shall be filed within ten (10) work days of the occurrence or awareness, whichever occurs later, of the incident being grieved, except where circumstances beyond control of the employee prevent timely presentation. Should extenuating circumstances preclude adherence to the above-stated time constraints, written reasons will be submitted with the grievance.

Section 12. Employee grievances shall be processed as follows:

Step 1. An Employee shall first take up a grievance with his immediate supervisor, or designee. The employee may choose to have a UNION representative. The following shall be specified in writing by email or the Employee Grievance Form (Appendix B):

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved; and
- c. The corrective relief sought. The immediate supervisor, or designee, shall make a reasonable effort to resolve the grievance and will render his written decision or findings/conclusions to the employee within seven (7) work days of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing his written grievance within seven (7) work days of receipt of the Step 1 decision to the second level supervisor. This grievance shall identify:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved;
- c. The date of receipt of the Step 1 decision; and
- d. The corrective relief sought.

Representatives of the EMPLOYER will meet with the grieved employee and his UNION representative to discuss the grievance. The second level supervisor, or designee, will render a written decision within seven (7) work days from the date he receives the grievance.

Step 3. Should resolution not occur at Step 2, the employee may submit the grievance for further consideration by filing his written grievance within seven (7) work days of receipt of the Step 2 decision to the Brigade Commander. This grievance shall identify:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved;
- c. The date of receipt of the Step 2 decision; and
- d. The corrective relief sought.

Representatives of the EMPLOYER will meet with the grieved employee and his UNION representative to discuss the grievance. The Brigade Commander, or designee, will render a written decision within seven (7) work days from the date he receives the grievance.

Section 13. EMPLOYER grievances shall be filed in writing with the President of the UNION. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance. The President shall issue a written decision within seven (7) work days of receipt of the grievance.

Section 14. UNION grievances shall be filed in writing with the Brigade Commander, by an elected officer of the UNION. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance. The Brigade Commander, or designee, shall issue a written decision within seven (7) work days of his receipt of the grievance.

Section 15. The PARTIES agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) work days following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date. If the PARTIES agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The PARTIES also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the PARTIES agree to follow the guidelines, which entitle a grievant to be present at the mediation conference. The

mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the PARTIES or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the PARTIES agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

Section 16. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the UNION or the EMPLOYER.

ARTICLE 45

ARBITRATION PROCEDURE

Section 1. When a matter pursued through the negotiated grievance procedure is not satisfactorily resolved at the final step of the grievance procedure, the matter may be submitted for arbitration by the EMPLOYER or the UNION. The request to invoke arbitration must be in writing and must be received by the Brigade Commander or the UNION President within ten (10) work days of the date of receipt of the final grievance decision or conclusion of grievance mediation. Only the PARTIES to this AGREEMENT may invoke arbitration.

Section 2. Within ten (10) work days after receipt of the arbitration request, the EMPLOYER and the UNION will jointly request that the Federal Mediation and Conciliation Service submit a list of seven (7) impartial persons qualified to act as arbitrators. The party invoking the arbitration will initially pay the appropriate list fee. The fee will be split if there is a split decision. The losing party shall otherwise be responsible for the fee. Representatives of the UNION and the EMPLOYER will meet within ten (10) work days after receipt of such a list. A representative of the UNION and a representative of the EMPLOYER will each strike one arbitrator's name from the list of seven (7); they will then repeat this procedure. The remaining name will be the duly selected arbitrator. A flip of a coin will decide which party strikes first.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. either party refuses to participate in the selection of an Arbitrator; or
- b. upon inaction or undue delay on the part of either party.

Section 4. The PARTIES will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the PARTIES will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

Section 5. Grievability and arbitrability of issues, if unresolved, will be handled as threshold issues at Arbitration. Grievability or arbitrability issues must be raised in writing to the other party within ten (10) work days after selection of an arbitrator.

Section 6. The Arbitrator's fees and expenses shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the fees and expenses will be shared equally by the EMPLOYER and the UNION. Where the UNION and the EMPLOYER mutually request, a transcript or the arbitrator requests a transcript, the expenses will be shared; otherwise the party requesting the transcript shall bear the expense. The

EMPLOYER and the UNION shall share equally the expenses of any mutually agreed upon services.

Section 7. The arbitration hearing will be on the EMPLOYER's premises during the EMPLOYER's regular administrative working hours. Each person authorized to attend the arbitration hearing who is employed by the EMPLOYER and who is on active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. When necessary, an employee's shift will be adjusted to accommodate presence at the hearing in a duty status.

Section 8. The Arbitrator will be requested to render a decision not later than thirty (30) calendar days after conclusion of the hearing, unless the PARTIES agree otherwise.

Section 9. The Arbitrator will not change, modify, alter, delete, or add to the provisions of this AGREEMENT; this right is the prerogative of the UNION and the EMPLOYER only.

Section 10. Either the UNION or the EMPLOYER may file exceptions to an Arbitrator's award in accordance with law and regulations.

ARTICLE 46

TRAVEL

Section 1. The EMPLOYER has the right to require employees to travel on temporary duty (TDY) under the conditions prescribed in applicable laws and regulations.

Section 2. Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations. Government contractor-issued travel charge cards will be offered to all employees who are required to travel on official business at least twice a year, unless the employee is deemed ineligible due to infrequent travel, abuse of credit card, and/or poor credit rating. When employees who are not authorized a travel card must travel, they may request an advanced payment up to 80% of projected entitlements following the procedures outlined in the 93D Travel SOP.

Section 3. It is expected that frequent travelers who accept the charge card will charge major expenses (e.g., hotels and rental cars) to the contractor issued card. Frequent travelers who accept a government contractor-issued credit card, will have their advances limited to their out of pocket expenses (i.e., 100% of the meals and incidental expenses for taxis, tolls, parking, etc.).

Section 4. Where possible, the EMPLOYER shall notify employees of travel requirements sufficiently in advance to permit the employee to obtain transportation requests during working hours prior to the scheduled day of departure. Employees who do not have a government issued travel card should submit, when possible, their request for an advance at least 96 hours prior to the scheduled day of departure.

Section 5. Employees on TDY will be authorized use of special conveyances (rental cars or taxis) necessary in the performance of official duty travel as authorized in travel orders. Official duty travel includes travel to and from transportation terminals, between TDY quarters and place of duty and between place of duty and eating establishments.

Section 6. As outlined in applicable travel regulations, the use of government quarters is not required, but is encouraged. Should an employee not elect to use government quarters, they will be reimbursed at the appropriate per diem rate for the locality.

ARTICLE 47

LOCAL TRAVEL

Section 1. When conducting official business employees should avail themselves of existing EMPLOYER furnished transportation services, or employee(s) may elect to use privately owned vehicles.

Section 2. With prior authorization, an employee performing work during duty hours and the employee utilizes his privately owned vehicle for official business, the employee shall be reimbursed for mileage in accordance with the Joint Travel Regulations.

ARTICLE 48

PHYSICAL CONDITIONING/WELLNESS PROGRAM

Section 1. The EMPLOYER agrees to allow bargaining unit employees to participate in command health promotion initiatives (e.g. smoking cessation, health fairs, blood pressure screenings, immunizations) subject to workload considerations.

Section 2. Employees may participate in the Command Civilian Fitness Program as set forth in Policy #8, Employee Health Promotion and Wellness Program, dated 30 July 2010.

ARTICLE 49

GENERAL PROVISIONS

Section 1. The EMPLOYER will provide the UNION a copy of the EMPLOYERs regulations and directives affecting conditions of employment, personnel policies, working conditions and proposed changes thereto that are not available electronically or via the Internet.

Section 2. The EMPLOYER agrees to furnish to the UNION upon written request but not more frequently than twice each year a listing of employees in the Unit.

Section 3. UNION officers/stewards may use internal mail distribution in carrying out their representational tasks.

Section 4. UNION representatives may use the EMPLOYER's telephones, computers, and copiers/facsimile machines in carrying out representational tasks.

Section 5. Activity facilities will be made available where practicable upon request for UNION meetings. Management will make every reasonable effort to make such facilities available. The UNION will be responsible for the security of the facility and for the policing of the facilities after these meetings.

Section 6. When needed, the EMPLOYER will assist employees with obtaining their Official Personnel File.

Section 7. The UNION's rights to represent employees as specified in this AGREEMENT applies to work performed during scheduled tours of duty as well as periods of overtime.

Section 8. The EMPLOYER will encourage employee participation in the Transportation Incentive Program, where available, pursuant to Executive Order 13150.

ARTICLE 50

UNFAIR LABOR PRACTICES

Section 1. The EMPLOYER and the UNION agree that the resolution of complaints that arise under 5 USC 71 16, Unfair Labor Practices (ULP), should be handled informally and between the PARTIES. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of 10 work days.

Section 2. If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

Section 3. All informal complaints will be filed, in writing with either the EMPLOYER, ATTN: Brigade Commander or the President, NAIL. The 10-work day informal resolution period will begin on the date the written charge is received by the charged party.

ARTICLE 51

DISTRIBUTION OF AGREEMENT

Section 1. The EMPLOYER will provide each unit employee a web link to an electronic copy of this AGREEMENT once it has been approved and published. The EMPLOYER will furnish web links to each new unit employee.

Section 2. As a part of their orientation, new employees hired in a position included in the unit will be advised of the recognized relationship between the EMPLOYER and the UNION. The list of UNION officials and stewards, provided by the UNION, will be included on the unit's portal and the CPAC website.

Section 3. The AGREEMENT will be typed in final form by the EMPLOYER. After approval, copies of the AGREEMENT will be reproduced. Cost of reproduction will be borne by the EMPLOYER. The UNION will be provided twenty (20) copies of the AGREEMENT for internal use as needed.

ARTICLE 52

DURATION AND CHANGES

Section 1. This AGREEMENT shall remain in full force and effect for a period of 3 years from the date of its approval by the head of the Agency or from the 31st day after execution; whichever is sooner. This AGREEMENT will automatically be renewed for 3-year periods thereafter unless written notice of a desire to renegotiate the AGREEMENT is served by either party between the 105th and 60th day prior to expiration of the contract.

Section 2. This AGREEMENT is subject to reopening:

- a. By mutual consent of the PARTIES concerned;
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the AGREEMENT.

Section 3. Should one of the PARTIES choose not to extend the AGREEMENT but rather renegotiate a new AGREEMENT, the following shall apply.

- a. No earlier than 105 nor less than 60 days prior to the scheduled expiration date of this AGREEMENT, the party wishing to renegotiate the AGREEMENT shall inform the other party of its desire to do so.
- b. The party desiring to renegotiate the AGREEMENT (moving party) shall provide an electronic copy of its proposed contract along with its request to renegotiate to the responding party.
- c. The party receiving the request to renegotiate shall submit counterproposals/proposals to the moving party within 30 days of the receipt of the request to renegotiate.
- d. The PARTIES shall meet to begin negotiations at a mutually convenient time but within 15 days, unless otherwise mutually agreed to by the PARTIES, of the receipt of the counterproposals submitted by the responding party.

Section 4. When the renegotiation of this AGREEMENT is pending or in process, and the PARTIES are unable to complete such renegotiation by the termination date of the AGREEMENT, the terms and conditions of this AGREEMENT shall continue in effect until a new AGREEMENT is effected.

APPENDIX B

EMPLOYEE GRIEVANCE FORM

Grievant(s) Name:
Branch/Division:
Job Title:
Work Phone #:

Date:

To: First Level Supervisor/Designee (Title)

STEP 1:

Grievance: I elect to pursue a grievance using the Negotiated Grievance Procedures. The basis of the grievance and, if applicable, the Article(s) and Section(s) of the AGREEMENT and/or Chapter(s) and Section(s) of the regulations that are the subject of this grievance are as follows (provide a concise description of whom, what, when, where, how):

Additional information (is)/(is not) attached. (Use additional sheets as required.)

Corrective Action desired:

Grievant:
(Signature)
(name)

NAIL Local 11 Representative and Title:
(Signature)
(name/Title)

Received by:
First Level Supervisor/Designee:
(Signature)
(Name)
(Date)

Grievance Form (Continued)

STEP 1 Decision:

On (Date), I discussed the grievance described above with the following persons:

Comments:

Additional information (is)/(is not) attached.

First Level Supervisor/Designee:

(Signature)

(Name)

Received by:

Grievant:

(Signature)

(name)

(date)

NAIL Local 11 Representative and Title:

(Signature)

(name/Title)

(date)

Grievance Form (Continued)

STEP2:

Date:

Grievant Name:

To: Second Level Supervisor/Designee

A satisfactory settlement of the grievance was not reached at Step 1. Therefore, I wish to pursue the matter at Step 2. Reason(s) why the decision rendered at Step 1 is not acceptable is as follows:

Additional information (is)/(is not) attached (Use additional sheets as required).

Grievant:
(Signature)
(name)

NAIL Local 11 Representative and Title:
(Signature)
(name/Title)

Received by:

Second Level Supervisor/Designee:
(Signature)
(Name)
(Date)

Grievance Form (Continued)

STEP 2 Decision:

On (Date), I discussed the grievance described above with the following persons:

Comments:

Additional information (is)/(is not) attached.

Second Level Supervisor/Designee:

(Signature)

(Name)

Received by:

Grievant:

(Signature)

(name)

(date)

NAIL Local 11 Representative and Title:

(Signature)

(name/Title)

(date)

Grievance Form (Continued)

STEP 3:

Date:

Grievant Name:

To: Commanding Officer/Designee

A satisfactory settlement of the grievance was not reached at Step 2. Therefore, I wish to pursue the matter at Step 3. Reason(s) why the decision rendered at Step 2 is not acceptable is as follows:

Additional information (is)/(is not) attached (Use additional sheets as required).

Grievant:
(Signature)
(name)

NAIL Local 11 Representative and Title:
(Signature)
(name/Title)

Received by:

Commanding Officer/Designee:
(Signature)
(Name)
(Date)

STEP 3 Decision:

On (Date), I discussed the grievance described above with the following persons:

Comments:

Additional information (is)/(is not) attached.

Commanding Officer/Designee:
(Signature)
(Name)

Received by:
Grievant:
(Signature)
(name)
(date)

NAIL Local 11 Representative and Title:
(Signature)
(name/Title)
(date)