

LABOR-MANAGEMENT AGREEMENT  
BETWEEN THE  
UNITED STATES MILITARY ENTRANCE PROCESSING STATION  
LANSING, MICHIGAN  
AND THE  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1658

APPROVED BY THE DEPARTMENT OF DEFENSE ON FEBRUARY 27, 2017

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
PREAMBLE		2
ARTICLE 1	RECOGNITION & UNIT DESCRIPTION	3
ARTICLE 2	GOVERNING LAWS & REGULATIONS	4
ARTICLE 3	MANAGEMENT RIGHTS	5
ARTICLE 4	UNION RIGHTS	6
ARTICLE 5	EMPLOYEE RIGHTS	7
ARTICLE 6	UNION REPRESENTATION	9
ARTICLE 7	UNION DUES WITHHOLDING	11
ARTICLE 8	USE OF OFFICIAL FACILITIES	12
ARTICLE 9	LEAVE & ABSENCE	13
ARTICLE 10	TOURS OF DUTY	17
ARTICLE 11	STANDARDS OF DRESS	21
ARTICLE 12	OVERTIME	22
ARTICLE 13	TRAINING	23
ARTICLE 14	HEALTH & SAFETY	24
ARTICLE 15	POSITION DESCRIPTIONS	25
ARTICLE 16	PERFORMANCE MANAGEMENT	26
ARTICLE 17	INCENTIVE AWARDS	27
ARTICLE 18	EQUAL EMPLOYMENT OPPORTUNITY	28
ARTICLE 19	MERIT PROMOTION & PLACEMENT	29
ARTICLE 20	DETAILS & TEMPORARY PROMOTIONS	30
ARTICLE 21	REDUCTION IN FORCE & TRANSFER OF FUNCTION	31
ARTICLE 22	DISCIPLINE	32
ARTICLE 23	GRIEVANCE PROCEDURE	33
ARTICLE 24	ARBITRATION	37
ARTICLE 25	MIDTERM BARGAINING	38
ARTICLE 26	EFFECTIVE DATE & LIFE OF AGREEMENT	39

## **PREAMBLE**

In accordance with the provisions of the Federal Service Labor-Management Relations Statute, hereinafter referred to as the Statute, the following Agreement is entered into between the U.S. Military Entrance Processing Station - Lansing, hereinafter referred to as the EMPLOYER, and the American Federation of Government Employees, hereinafter referred to as the UNION, collectively known as the Parties, on behalf of employees in the described unit, hereinafter referred to as Unit Employees.

It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the Federal service and the well-being of Unit Employees; to establish an Agreement which provide Unit Employees with an opportunity to participate, through representation, in the formulation and implementation of personnel policies, practices and procedures, and matters affecting the conditions of their employment, as appropriate; and to provide means for negotiations, consultations, discussions, and adjustment of matters of mutual interest.

Therefore, the Parties agree as follows:

## **ARTICLE 1 – RECOGNITION & UNIT DESCRIPTION**

Section 1. The EMPLOYER recognizes the Union as the exclusive bargaining representative of all employees in the bargaining unit as defined in Section 2 of this Article.

Section 2. The recognized bargaining unit is described as:

Included: All nonprofessional employees of the Military Entrance Processing Station – Lansing, Michigan.

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

## **ARTICLE 2 – GOVERNING LAWS & REGULATIONS**

### **Section 1. Governing Rules, Laws, and Regulations.**

a. In the administration of this Agreement, the Parties shall be governed by all applicable laws and existing government-wide rules and regulations, as defined in 5 USC, Chapter 71, and by subsequently enacted government-wide rules and regulations implementing 5 USC 2302.

b. Any policies and regulations issued subsequent to the date of this Agreement by the EMPLOYER, which are not required by law or by the regulations of appropriate authorities, and which are in conflict with the terms of this Agreement, will not govern or control this Agreement.

### **Section 2. Labor Relations**

Labor Relations will be conducted in accordance with the Federal Service Labor-Management Relations Statute (Statute). The EMPLOYER, the UNION and Unit Employees shall have all rights and obligations given under the Statute. Any lawful waivers of these rights given by the EMPLOYER or the UNION must be clearly set forth in this Agreement and understood to be waived by both the Union and the EMPLOYER.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Section 1. The EMPLOYER retains all rights afforded to it under the Statute, as follows:

Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of the EMPLOYER:

(a) to determine the mission, budget, organization, number of Unit Employees, and internal security practices of the EMPLOYER; and,

(b) in accordance with applicable laws:

(1) to hire, assign, direct, lay off, and retain Unit Employees, or to suspend, remove, reduce in grade or pay, or take appropriate disciplinary action against such Unit Employees;

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

(3) with respect to filling positions, to make selections for appointments from:

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

(B) from any other appropriate source; and

(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 Unit 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 the EMPLOYER will observe in exercising any authority under this Article; or:

(c) appropriate arrangements for Unit Employees adversely affected by the exercise of any authority under this Article by the EMPLOYER.

## **ARTICLE 4 – UNION RIGHTS**

Section 1. Statutory Rights. In all matters relating to personnel policies, practices and other conditions of employment, the Parties will have due regard for the obligations imposed by 5 USC 71 and this Agreement.

Section 2. Exercise of Rights. The EMPLOYER shall not restrain, interfere with, or coerce representatives of the UNION in the exercise of their rights under 5 USC 71 and this Agreement.

Section 3. Formal Discussions. The UNION will be provided reasonable advance notice and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of the EMPLOYER and one or more Unit Employees or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment.

Section 4. Examinations and Investigations. The UNION will be allowed to be present and represent a Unit Employee at any examination or investigation of a Unit Employee by a representative of the EMPLOYER in connection with an investigation if the Unit Employee reasonably believes that the examination may result in disciplinary action/adverse action against the Unit Employee and the Unit Employee request representation.

Section 5. Other Appeals and Complaints. The UNION has the right to refuse to represent any Unit Employee in matters not covered by this Agreement, e.g., statutory appeals of adverse actions, EEO complaints.

Section 6. Information. The EMPLOYER agrees to provide the UNION, upon request, with information that is normally maintained, reasonably available, and necessary for the UNION to effectively fulfill its representational functions and responsibilities. This information will be provided to the UNION within a reasonable time and at no cost to the UNION.

Section 7. Bargaining Unit Member Information. The EMPLOYER agrees to provide the UNION with an alphabetical list and organizational chart that includes all Lansing MEPS Employees. The organizational chart will include the name, classification title, series and grade, bargaining-unit status and FLSA indicator for each Employee.

Section 8. Studies and Surveys. The EMPLOYER agrees to notify the UNION of any studies or surveys in which Unit Employees will participate and that may result in an impact on their conditions of employment. The UNION will be provided with a copy of the results or any report produced in the same format as that received by the EMPLOYER. The EMPLOYER will provide the results or any report to the UNION within five (5) days of receipt. Lansing MEPS produced surveys and studies will be developed in consultation with the UNION.

## **ARTICLE 5 – EMPLOYEE RIGHTS**

Section 1. Each Unit Employee shall have the right to join, promote, assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Unit Employee shall be protected in the exercise of such rights. Except as otherwise provided under Chapter 71 of Title 5 U.S.C., such rights include the right to:

a. Act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the Executive Branch of the government, the Congress or other appropriate authorities;

b. Engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under Chapter 71 of Title 5 U.S.C.; and

c. Petition Congress or a Member of Congress, individually or collectively, or to furnish information to either House of Congress, or to committee or member thereof.

Section 2. Nothing in this Agreement shall require a Unit Employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a Unit Employee for the payment of dues through payroll deduction.

Section 3. Any Unit Employee has the right, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate officials of the EMPLOYER in accordance with applicable laws, rules and regulations, and to choose their own representative in a grievance or appeal action, except for matters within the scope of the negotiated grievance procedure contained herein.

Section 4. The EMPLOYER agrees to inform Unit Employees of their right to be represented by the UNION during: any imminent examination of a Unit Employee by a representative of the EMPLOYER in connection with an investigation, if the Unit Employee reasonably believes that the examination may result in disciplinary action against the Unit Employee. However, failure of the EMPLOYER to so notify a Unit Employee of this right prior to an examination of the Unit Employee will not, in any way or forum, jeopardize the EMPLOYER'S right to take such a disciplinary action or reflect negatively upon the validity of such a disciplinary action.

Section 5. The EMPLOYER agrees to approve/disapprove Unit Employee requests to use official time to meet and consult with UNION Representatives. The amount of official time approved will be based upon the parties agreeing that the amount of official time is reasonable and necessary based upon the nature of the Unit Employee's concern.



Section 6. Personnel Records.

a. The EMPLOYER agrees to create and maintain Unit Employee personnel records in accordance with applicable laws, rules and regulations.

b. Unit Employees may access the EMPLOYER'S Electronic Official Personnel Files (eOPFs) to review the eOPF maintained by the EMPLOYER, documenting the Unit Employee's Federal employment.

c. The EMPLOYER agrees to secure all Unit Employee records retained on-site.

Section 7. The EMPLOYER agrees to conduct its related business in accordance with the statutory Merit System Principles and to avoid engaging in statutory Prohibited Personnel Practices.

Section 8. The EMPLOYER agrees to furnish a copy of this Agreement to each new Unit Employee.

## **ARTICLE 6 – UNION REPRESENTATION**

Section 1. Unit Employees representing the UNION or otherwise performing a bona fide representational function on behalf of the UNION, will be granted official time in the amount the EMPLOYER and the UNION agree to be reasonable, necessary and in the public interest. As such, it is incumbent upon the Unit Employee requesting to use official time to provide the EMPLOYER with sufficient information such that the EMPLOYER is able to exercise its statutory duty to determine if the amount of official time requested is reasonable, necessary and in the public interest. Further, in recognition that the successful accomplishment of the EMPLOYER'S mission takes precedence over all other uses of official time, the EMPLOYER retains the right to approve/disapprove the date and time during which the agreed upon amount of official time is utilized.

Section 2. The EMPLOYER agrees to recognize a maximum of two (2) Unit Employees as UNION Representatives

Section 3. Pursuant to Section 1 of this Article, a UNION Representative needing to use official time to perform a UNION representational function will:

- a. request, from their first-line supervisor or designee, permission to use a specific amount of official time, e.g. thirty (30) minutes, to perform a specific representational function;
- b. provide their first-line supervisor with the date and time during which the representational duty is proposed to be performed; and
- c. provide their first-line supervisor with information as to the nature/complexity of the representational function to be performed and the location/telephone number at the location where the representational function is to be performed.

Section 4. Pursuant to Sections 1 and 3 of this Article, the EMPLOYER agrees to approve/disapprove UNION Representative requests to use official time to perform UNION representational duties based upon:

- a. the UNION Representative identifying the bonafide representational duty to be performed; and
- b. the UNION Representative and their first-line supervisor agreeing that the amount of official time requested is reasonable and necessary based upon the nature of the representational duty to be performed; and
- c. the proposed date and time during which said official time would be used, if approved, does not in any way negatively impact the EMPLOYER'S ability to accomplish its day to day functions.

Section 5. For purposes of reference only, the following are examples of bonafide representational duties:

- a. preparation of written responses to EMPLOYER initiated correspondence.
- b. preparation of UNION initiated correspondence to the EMPLOYER regarding subjects within the scope of collective bargaining.
- c. attendance at meetings with the EMPLOYER.
- d. Preparation for and participation in negotiations with the EMPLOYER.
- e. attendance at grievance meetings.
- f. resolution of Unfair Labor Practice charges.
- g. attendance at formal discussions between the EMPLOYER and Unit Employees regarding personnel policies and practices; grievances; and general conditions of employment.

Section 6. Pursuant to Section 3 of this Article, UNION representatives may request and the EMPLOYER may grant official time to UNION representatives in order to attend UNION sponsored training, subject to the following:

- a. the UNION submits a written request for official time to attend union-sponsored training, at least two (2) full pay periods in advance of the period of requested time;
- b. the subject matter of the training is of mutual interest to the EMPLOYER and the UNION;
- c. the written request will include a copy of the training agenda and a description of the training for which official time is requested;
- d. the absence of the UNION Representative(s) will not negatively impact the EMPLOYER'S ability to successfully perform its day-to-day mission;
- e. official time is limited to no more than twenty-four (24) hours, per UNION Representative, during any twelve (12) month period of time. Newly appointed UNION Representatives may be authorized additional official time on a case by case basis. Official time may **not** be used for travel to or from the location of the union-sponsored training.

## **ARTICLE 7 – UNION DUES WITHHOLDING**

Section 1. The EMPLOYER agrees to withhold union dues from Unit Employees requesting such in accordance with 5 U.S.C. 7115 and DoD 7000.14-R, Volume 8, Chapter 4.

Section 2. The EMPLOYER agrees that a Unit Employee may elect to pay union dues through payroll deduction by completing and submitting a Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, to the Union who will in turn submit the above-referenced SF 1187 to the servicing payroll office. Payroll deductions for Labor Organization Dues shall be made at no cost to the UNION or the Unit Employee.

Section 3. The Parties agree that Unit Employees may revoke their payment of union dues through payroll deduction by completing and submitting a Standard Form (SF) 1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the servicing payroll office, with a copy provided to the UNION. However, other than when necessitated by the provisions of 5 U.S.C. 7115 (b)(1) and (2), the cancellation of a Unit Employee's payroll deduction for union dues will normally only be effected after the one year anniversary date, of the effective date, of the start of that Unit Employee's payroll deduction for UNION dues.

## **ARTICLE 8– USE OF OFFICIAL FACILITIES**

Section 1. To the extent practicable, the EMPLOYER agrees to provide the UNION with space in order to meet privately with Unit Employees.

Section 2. The EMPLOYER agrees that UNION Representatives will be permitted to use the EMPLOYER’S equipment and services to perform representational duties. Such services include: access to internal mail for other than mass mailings; telephones; fax machines; computers; printers; electronic mail; photocopy equipment and the like.

Section 3. To the extent practicable, the EMPLOYER agrees to provide the UNION with space to conduct after duty hours UNION meetings.

Section 4. The EMPLOYER agrees to provide a bulletin board, or space for one, in the areas normally used for communicating in writing with Unit Employees.

Section 5. The EMPLOYER agrees to provide access to adequate facilities for membership drives at a location that will provide access to Unit Employees during lunch periods. Detailed arrangements will be negotiated.

Section 6. Subject to security requirements, official publications of the UNION may be distributed by UNION Representatives during the non-duty time of the UNION Representatives who are distributing the materials and during the non-duty hours of Unit Employees in receipt of the same.

## **ARTICLE 9 – LEAVE & ABSENCE**

### **Section 1. Annual Leave**

a. Unit Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations. The use of annual leave is an entitlement of Unit Employees, subject to the leave being scheduled and approved by the EMPLOYER. Annual leave may be used in increments no smaller than fifteen (15) minutes.

b. Approval for the use of annual leave is subject to the EMPLOYER'S minimum staffing levels. Approved requests for annual leave in lieu of sick leave will be subject to the sick leave provisions of this Article. The EMPLOYER agrees that approval/disapproval for the use of annual leave before/after official holidays will be based upon objective criteria such as the date of the leave request, a Unit Employee's attendance status during the same timeframe the previous year, and/or a Unit Employee's length of service in the EMPLOYER'S organization.

c. When the EMPLOYER determines that it is necessary to cancel previously approved annual leave, the reasons for such action will be explained to the affected Unit Employee.

d. Requests for unscheduled annual leave will be held to a minimum. When circumstances arise requiring the use of annual leave not previously approved, the Unit Employee may not presume automatic approval of the request for annual leave. The Unit Employee must contact their immediate supervisor or next higher level supervisor if the immediate supervisor is not available, to request approval of unscheduled/emergency leave, by telephone, no later than two (2) hours after the start of the Unit Employee's normal tour of duty. In the event that neither the supervisor nor next higher level supervisor is available, the Unit Employee may utilize voice mail or e-mail, where it exists, to request unscheduled/emergency leave. However, until such requested leave is actually approved the EMPLOYER, the Unit Employee is not considered to be in an approved leave status.

e. Failure to obtain approval for use of annual leave as established in this Section may result in the Unit Employee being charged absent without leave (AWOL) and appropriate disciplinary action being initiated.

### **Section 2. Sick Leave**

a. Unit Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations. The use of sick leave is subject to the approval of the supervisor. Sick leave may be used in increments no smaller than fifteen (15) minutes.

b. Unit Employees may use sick leave in accordance with applicable laws, rules and regulations to include, but not limited to, 5 CFR Part 630 and the Family and Medical Leave Act.

c. Unit Employees requesting to use unscheduled sick leave must contact their immediate supervisor or next higher level supervisor, if the immediate supervisor is not available, to request approval of unscheduled/emergency leave, by telephone, no later than two (2) hours after

the start of the Unit Employee's normal tour of duty. In the event that neither the supervisor nor next higher level supervisor is available, the Unit Employee may utilize voice mail or e-mail, where it exists, to request the unscheduled/emergency leave. However, until such requested leave is actually approved by the EMPLOYER, the Unit Employee is not considered to be in an approved leave status. Calls from other than the Unit Employee will not meet the requirements of this notification unless the Unit Employee is incapable of doing so.

d. Failure to obtain approval for the use of sick leave as established in this Section may result in the Unit Employee being charged absent without leave (AWOL) and appropriate disciplinary action being initiated.

e. The EMPLOYER may require medical documentation to support a Unit Employee's request to use sick leave at any time if the EMPLOYER doubts the validity or adequacy of the request to use sick leave. Unit Employee requests to use sick leave for more than three (3) consecutive workdays may be required to be supported by authentic medical certification or other administratively acceptable evidence documenting the Unit Employee's incapacitation for duty.

Section 3. At the discretion of the EMPLOYER, Unit Employees may request and be advanced up to two hundred and forty (240) hours of sick leave for a serious disability, for the care of a family member, as defined above, due to an ailment, or for child adoption purposes. Advanced sick leave will only be approved if it can be determined that the Unit Employee will return to a duty status of a sufficient duration to repay the advanced sick leave.

Section 4. Leave Restriction. The EMPLOYER reserves the right to take appropriate action if it concludes that a Unit Employee is in some manner abusing their use of leave. Examples of such abuse include, but are not limited to: frequency of requests for unscheduled sick/annual leave and patterns in the requests of unscheduled sick/annual leave. Examples of appropriate action include, but are not limited to, counseling, leave restriction and formal disciplinary action.

Section 5. Leave Without Pay (LWOP) is a temporary nonpay status and an authorized absence from duty, which may be approved when a Unit Employee has insufficient annual and/or sick leave to account for an otherwise approved absence. Except as prescribed by law, LWOP may be approved/disapproved at the EMPLOYER'S discretion. Approval/disapproval of requests for LWOP for the following purposes, will be in accordance with applicable laws, rules and regulations:

- a. Disabled veterans (EO5396) for medical treatment for a service-connected disability.
- b. Members of the Reserves or National Guard for military training duties.
- c. Unit Employees who are eligible for and invoke the Family Medical Leave Act.

Section 6. Administrative Dismissal. At the discretion of the EMPLOYER, non-emergency Unit Employees may be administratively excused without charge to leave due to an unanticipated curtailment of operations based on extreme weather, natural disasters, and unforeseen interruption of transportation or building services which create a potential risk to health and safety.

Section 7. Excused Absence. At the discretion of the EMPLOYER, Unit Employees may be granted excused absence, which refers to an authorized absence from duty without loss of pay and without charge to other paid leave as reflected below. Periods of excused absence are considered to be part of a Unit Employee's basic workweek even though the Unit Employee does not perform their regular duties. Recognized situations in which the EMPLOYER may choose to grant excused absence are:

(1) Voting. Excused absence may be granted to permit Unit Employees to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever involves less time away from work. For example, if the polls are open from 0630 to 1830, a Unit Employee with duty hours of 0900 to 1730 may be permitted report to work at 0930. The 30 minutes of excused absence would permit the employee to report to work 3 hours after the polls open.

(2) Blood Donation. Unit Employees who donate blood may be granted excused absence to account for travel to and from the donation site, to donate the blood, and to recover from the donation. This provision does not cover an employee who gives blood for their own use or receives compensation for giving blood.

(3) Permanent Change of Duty Station (PCS). Unit Employees authorized PCS within the Department of Defense may be granted excused absence before departing the old duty station and following arrival at the new duty station to accomplish personal tasks resulting from the move (e.g., to close or open personal bank accounts or to obtain State driver's licenses or car tags). In similar situations, Unit Employees coming to the Department of Defense from other Federal Agencies may also be granted excused absence after the Unit Employee is placed on the DoD employment roll. This provision does not cover time involved in complying with PCS requirements such as obtaining passports and vaccinations, adhering to government housing authority requirements, or being present for packing and receiving of household goods. Accomplishing tasks that are conditional to the PCS is considered to be an official duty.

(4) Employment Interview. Unit Employees under notice of separation or change to lower grade for any reason except personal cause may be granted excused absence for job searches and interviews. Unit Employees competing for positions within the Department of Defense may also be granted excused absence for merit placement interviews. This provision does not cover travel time to job searches and interviews outside the commuting area.

(5) Counseling. Excused absence may be granted to permit a Unit Employee to attend the initial counseling session (e.g., drug, alcohol, financial) resulting from a referral under the Employee Assistance Program. This provision does not refer to the official duty status an employee is in during the initial referral to the Employee Assistance Program.

(6) Certification. A Unit Employee may be granted excused absence to take an examination (e.g., certified public accountant examination) in his or her functional area if securing the certification or license would enhance the employee's professional stature, thereby benefiting the Department of Defense. This provision does not cover time spent preparing for such examinations.



(7) Volunteer Activities. Excused absence may be granted to Unit Employees participating in Employer sponsored volunteer projects (e.g., adopt a school). This provision does not include volunteerism in general. Such activity should be promoted through established leave programs and the flexibility offered through alternative work schedules.

(8) Emergency Situations. Excused absence may be granted to Unit Employees to assist in emergency situations. This provision does not include Unit Employees who respond to emergencies in National Guard or Reserve status.

(9) Physical Examination for Enlistment or Induction. Excused absence may be granted to Unit Employees to undergo medical examinations required by appropriate military authorities for enlistment or induction into the U. S. Armed Forces. This provision does not include travel time outside the commuting area or situations in which the Unit Employee received military compensation, can use military leave, or undergoes additional tests, examinations, or treatments for conditions discovered or suspected as a result of examinations.

(10) Congressional Medal of Honor Holders. Invited Congressional Medal of Honor holders may be granted excused absence to attend or participate in events such as the inauguration of the President of the United States, Congressional Medal of Honor Society conventions, and services on Memorial Day or Veterans Day.

## ARTICLE 10 – TOURS OF DUTY

Section 1. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) consecutive eight (8) hour days, Monday through Friday, except when the EMPLOYER determines that it would be seriously handicapped in carrying out its mission or that costs would be substantially increased unless such change is made. When it is necessary, due to operational requirements, to establish a different basic workweek, the five (5) days will be scheduled within the administrative workweek. When workload requirements permit, the two (2) days outside of the basic workweek will be consecutive. Holidays will not affect the designation of the basic workweek.

Section 2. The official duty hours of the Employer are 0730 to 1600. However, Unit Employees may, subject to the applicable Sections of this Article, be permitted to work under an Alternate Work Schedule (AWS) option described below.

Section 3. Unit Employees will be allowed a fifteen (15) minute rest period approximately midway during each four (4) hours of continuous work. The EMPLOYER retain the right to establish and change parameters during which Unit Employees may utilize such rest periods.

Section 4. To improve Unit Employee morale/quality of life, while enhancing productivity and customer service, the EMPLOYER agrees to implement an AWS program for Unit Employees. The underlying principle of the use of AWS is to afford Unit Employees with the maximum flexibility in selecting their work schedules, to the extent that such does not result in any adverse impact upon the EMPLOYER'S ability to effectively and efficiently accomplish its mission. The EMPLOYER reserves the right, without the obligation to negotiate with the Union, to exempt individuals or organizational entities from the AWS program.

Section 5. The specific AWS options authorized are as follows:

a. Flexible Work Schedule - Flexitour. A full-time Unit Employee works ten (10), eight (8) hour days comprised of Core Time and Flexible Time for a total of 80-hours in a bi-weekly pay period.

b. Compressed Work Schedule - Four-day Workweek. A full-time Unit Employee works ten (10) hours a day, forty (40) hours a week, and eighty (80) hours in a bi-weekly pay period.

c. Compressed Work Schedule – Five/Four-Nine Workweek. A full-time Unit Employee works eight (8), nine (9) hour days and one 8 (eight) hour day for a total of 80 hours in a bi-weekly pay period.

Section 6. Principles of all AWSs:

a. Unit Employee participation is optional.

b. The EMPLOYER retains the right to determine the numbers, types and grades of Unit Employees required to be on duty at any time to assure that work is performed as required.

c. Unit Employees requesting to work an AWS will submit a written request on a form provided by the EMPLOYER. If a Unit Employee requests to change their AWS schedule, either permanently or temporarily, they must submit a revised form. Unit Employees may only request one permanent change per calendar year.

d. The EMPLOYER and the UNION agree and acknowledge that the EMPLOYER'S approval for a Unit Employee to work an AWS may be withdrawn or altered by the EMPLOYER to meet organization mission requirements or due to Unit Employee abuse.

e. The EMPLOYER may require new Unit Employees to work during the official business hours of the EMPLOYER until the Unit Employee becomes sufficiently oriented to the job/organization.

f. The EMPLOYER may require Unit Employees to report for duty for the official business hours of the EMPLOYER when work conditions require, such as, but not limited to, special projects.

Section 7. Flexible Work Schedule - Flexitour. All Unit Employees afforded the privilege to work Flexitour are subject to the following conditions:

a. The flexible workday will be from 0630 to 1730.

b. Unit Employees may elect a start time, in fifteen (15) minute increments, between 0630 and 0830, in accordance with Section 6c of this Article.

c. Core Time, the time during which all Unit Employees must be on duty or on approved leave is, 0830-1130 and 1300-1500.

d. Unit Employees will take a lunch break between the hours of 1130 and 1300, at least thirty (30) minutes in duration. The EMPLOYER retains the right to establish and change parameters during which Unit Employees may take a lunch break. Unit Employees may, with advanced EMPLOYER approval, expand their lunch break to a total of sixty (60) minutes by working the length of the expanded lunch at the end of the workday.

e. Unit Employees scheduled to attend training will adjust their working hours to coincide with the scheduled classroom hours.

f. Unit Employees on TDY will adjust their working hours to coincide with the host agency's official business hours.

Section 8. Compressed Work Schedule - Four (4) day Workweek. All Unit Employees approved to work a four (4) day workweek are subject to the following conditions:

a. The flexible workday will be from 0600 to 1800.

b. Unit Employees may elect a start time, in fifteen (15) minute increments, between 0600 and 0730, in accordance with Section 6c of this Article. This start time, once approved by the EMPLOYER, becomes the Unit Employee's fixed schedule.

c. Core Time, the time during which all Unit Employees must be on duty or on approved leave, is 0730-1130 and 1300-1630.

d. Unit Employees will take a lunch break between the hours of 1130 and 1300, at least thirty (30) minutes in duration. The EMPLOYER retains the right to establish and change parameters during which Employees may take a lunch break. Unit Employees may, with advanced EMPLOYER approval, expand their lunch break to a total of sixty (60) minutes by working the length of the expanded lunch at the end of the workday.

e. Unit Employees will be paid for the number of hours scheduled when a holiday falls on a scheduled workday.

f. When a Unit Employee on a compressed work schedule has three (3) consecutive non-workdays scheduled off, and a holiday falls on one of these non-workdays, the following rules shall apply in designating a workday as the "in lieu of" holiday: when the holiday falls on the Unit Employee's first non-workday, the preceding workday shall be designated as the "in lieu of" holiday; when the holiday falls on the second or third non-workday, the next workday shall be designated as the "in lieu of" holiday.

g. A decision by the EMPLOYER will be made before the beginning of the pay period in which the TDY is scheduled, for the Unit Employee to either:

(1) Remain on a four-day workweek; or

(2) Revert to regular tour of duty eight-hour workday observed at TDY site and, upon return from TDY, revert back to original AWS for next pay period (work schedule changes are required with rationale).

Section 9. Compressed Work Schedule - Five/Four-Nine Workweek. All Unit Employees approved to work a Five/Four-Nine Workweek are subject to the following conditions:

a. The flexible workday will be from 0600-1730.

b. Unit Employees may elect a start time, in fifteen (15) minute increments, between 0600 and 0730, in accordance with Section 6c of this Article. This start time, once approved by the EMPLOYER, becomes the Unit Employee's fixed schedule.

c. Core Time, the time during which all Unit Employees must be on duty or on approved leave, is 0730-1130 and 1300-1530.

d. Unit Employees will take a lunch break between the hours of 1130 and 1300, at least thirty (30) minutes in duration. The EMPLOYER retain the right to establish and change parameters during which Unit Employees may take a lunch break. Unit Employees may, with advanced EMPLOYER approval, expand their lunch break to a total of sixty (60) minutes by working the length of the expanded lunch at the end of the workday.

e. Unit Employees will be paid for the number of hours scheduled when a holiday falls on a scheduled workday.

f. When a Unit Employee on a compressed work schedule has three (3) consecutive non-workdays scheduled off and a holiday falls on one of these non-workdays, the following rules shall apply in designating a workday as the “in lieu of” holiday: when the holiday falls on the Unit Employee’s first non-workday, the preceding workday shall be designated as the “in lieu of” holiday; when the holiday falls on the second or third non-workday, the next workday shall be designated as the “in lieu of” holiday.

g. A decision by the EMPLOYER will be made before the beginning of the pay period in which the TDY is scheduled, for the Unit Employee to either:

(1) Remain on a Five/Four-Nine compressed work plan; or

(2) Revert to regular tour of duty eight-hour workday observed at TDY site and, upon return from TDY, revert back to original AWS for the next pay period (work schedule changes are required with rationale).

## **ARTICLE 11 – STANDARDS OF DRESS**

Section 1. Unit Employees Dress and Appearance Standards shall be the Dress and Appearance Standards contained in the Civilian Personnel Policy paragraph of the U.S. MEPCOM Policy Memorandum, 6-22, dated 25 September 2013, with the following exceptions:

a. Whenever the Employer provides at least one week's advance notice of the planned visit of a local, state, or national dignitary or VIP, whether civilian or military. In such situations, Unit Employees will refrain from wearing jeans.

b. Whenever Unit Employees are scheduled to perform external outreach such as, but not limited to, visits to schools and community colleges, Unit employees will refrain from wearing jeans.

## **ARTICLE 12 – OVERTIME**

Section 1. The Parties agree that the use and assignment of overtime is at the sole discretion of the EMPLOYER, no Unit Employee has a right to work overtime, and that no Unit Employee will work overtime without prior approval of the EMPLOYER.

Section 2. The UNION recognizes that the EMPLOYER has the right to direct Unit Employees to work overtime and the EMPLOYER agrees that Unit Employees will be compensated for overtime work in accordance with government-wide applicable laws, rules and regulations. When overtime is directed, the EMPLOYER agrees to notify Unit Employees of such as soon as practicable.

Section 3. The Parties recognize that the opportunity to work overtime is normally offered to the Unit Employee(s) who perform such, or similar, work during their normal workday. However, the EMPLOYER agrees that if the work to be performed during overtime hours is not work that is performed by identifiable Unit Employees during their normal workday and if the Employer determines that two (2) or more Unit Employees have the requisite skills to efficiently perform a particular overtime assignment, it will offer the current overtime assignment to the Unit Employee(s) who have been offered fewer overtime opportunities during the previous calendar year.

Section 4. Unit Employees called back to work after the end of their scheduled tour of duty or called into work on a non-duty day will be compensated for a minimum of two (2) hours of overtime.

Section 5. Unit Employees required to travel on dates and at times outside of their scheduled tour of duty will be compensated in accordance with government-wide applicable laws, rules and regulations.

## **ARTICLE 13 – TRAINING**

Section 1. The Parties recognize and agree that training is a duty assignment, like any other duty assignment, and therefore Unit Employees must attend training as directed by the EMPLOYER.

Section 2. The Parties recognize and agree that training is intended to improve Unit Employee performance of their current officially assigned duties.

Section 3. The Parties recognize that the adoption of new technology may result in the need for training/retraining of Unit Employees and the EMPLOYER agrees to provide such training as determined necessary by the EMPLOYER.

Section 4. The Parties recognize that Unit Employees may identify training opportunities for themselves, but that approval to participate in any non-mandatory training is at the sole discretion of the EMPLOYER.

Section 5. Unit Employees may request to enroll and participate in job-related on-line training on official duty time, using the EMPLOYER'S computer equipment. However, Unit Employees must obtain advanced supervisory permission prior to using official duty time for this purpose, on any specific workday and at any specific time during the workday.



## **ARTICLE 14 – HEALTH & SAFETY**

Section 1. The EMPLOYER agrees to provide a safe and healthful workplace in accordance with applicable laws, rules, and regulations.

Section 2. The EMPLOYER and the UNION agree to cooperate in a continuing effort to avoid, reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all work areas.

Section 3. The EMPLOYER agrees that, as a safety/security measure, all of the EMPLOYER'S telephones will be labeled with appropriate emergency telephone numbers.

Section 4. Unit Employees will report an on-the-job injury to the EMPLOYER as soon as possible. The Parties will comply with Federal Employee Compensation Act (FECA) procedures for filing a claim for benefits. Upon request, the EMPLOYER agrees to advise Unit Employees of their rights under FECA.

Section 5. Pursuant to Section 1 of the Article, the Parties recognize that violence in the workplace of any form is unacceptable and constitutes a potential health and safety hazard for all Unit Employees. Therefore, the UNION supports the EMPLOYER'S efforts to prevent workplace violence and to act decisively should an incident of workplace violence occur.

## **ARTICLE 15 – POSITION DESCRIPTIONS**

Section 1. The Parties recognize that:

a. the EMPLOYER retains sole authority to prepare and develop the content of all position descriptions.

b. position descriptions are only intended to reflect the major duties to be performed by incumbents of a position.

c. position descriptions are not intended to, nor are they required to, reflect a complete and total list of all duties and tasks to be performed by incumbents of a position.

d. position descriptions are in no way to be construed as a limitation on the duties that may be assigned to Unit Employees by the EMPLOYER.

Section 2. The EMPLOYER agrees to provide every Unit Employee with a copy of the position description of the position to which they are assigned.

Section 3. The EMPLOYER agrees to annually review position descriptions for accuracy and sufficiency.

Section 4. Unit Employees who believe that the content of the position description for the position to which they are assigned is not accurate will discuss their concerns with their supervisor. The EMPLOYER agrees to consider recommendations for changes to the content of position descriptions from Unit Employees.

Section 5. Unit Employees who believe that the classification, i.e., title, series and/or grade of the position description for the position to which they are assigned is not accurate, may appeal the classification of their position at any time in accordance with applicable, laws, rules and regulations.

## **ARTICLE 16 – PERFORMANCE MANAGEMENT**

Section 1. The EMPLOYER agrees that the performance appraisal system will be in accordance with the current Total Army Performance Evaluation System (TAPES) with any future revisions/changes required to the EMPLOYER’S performance appraisal system which are required by law, government-wide, DoD, or the EMPLOYER’S regulations superseding the current TAPES system.

Section 2. The EMPLOYER agrees that Unit Employees will be evaluated based upon their performance in relation to the annual performance plan which the EMPLOYER has established for their position. The EMPLOYER agrees that no predetermined distribution of evaluation levels will be used to adjust such properly constituted ratings.

Section 3. Performance Improvement Plans (PIPs) may be utilized, as determined appropriate by the EMPLOYER. The length of PIP periods will be established by the EMPLOYER based upon the nature of the duties which are not being performed satisfactorily by the Unit Employee. Normally, the length of a PIP is between thirty (30) and ninety (90) calendar days, depending on the duties which are not being performed satisfactorily by the Unit Employee. The EMPLOYER may extend or terminate PIP periods as circumstances indicate.

## **ARTICLE 17 – INCENTIVE AWARDS**

Section 1. The Parties agree that the purpose of an incentive awards program is to recognize individual and group contributions to the EMPLOYER’S mission which are beyond normal expectations and to motivate all Unit Employees toward high quality performance.

Section 2. The Parties agree that incentive awards are not an entitlement and are granted at the sole discretion of the EMPLOYER. Incentive awards should only be granted when fully deserved, to those who meet the corresponding criteria and with full explanation as to the accomplishments being recognized.

Section 3. The EMPLOYER may select from among three (3) different types of recognition: monetary awards; honorary awards; and time-off awards.

## **ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Parties agree to cooperate in providing equal employment opportunity to all Unit Employees and to prohibit unlawful discrimination based upon race, color, religion, sex, to include sexual harassment; age, national origin, or disability as defined by applicable laws, rules and regulations.

Section 2. It is recognized that Unit Employees may pursue a dissatisfaction, in which alleged unlawful discrimination is an element, either under the provisions of Article 23 – Grievance Procedures of this Agreement or under the provisions of the Employer’s Statutory Equal Employment Opportunity (EEO) Complaints Procedure, but not both. As such, a Unit Employee shall be deemed to have made an election between these two (2) forums at such time as the Unit Employee initiates a Step 1 Grievance under the provisions of Article 23 – Grievance Procedures of this Agreement, or the Unit Employee files a Formal Complaint under the Employer’s Statutory EEO Complaints Procedure, whichever the Unit Employee initiates first.

Section 3. The EMPLOYER recognizes the right of the Union to be present during formal discussions regarding the settlement of Unit Employee grievances and EEO Complaints, when the terms of such settlements may impact upon other Unit Employees and/or the terms of this Agreement.

Section 4. The EMPLOYER agrees, to the extent required by law, to otherwise accommodate Unit Employees who are otherwise able to perform the essential functions of the position to which they are assigned.

Section 5. The prevention of sexual harassment is the responsibility of both the EMPLOYER and Unit Employees. The policy of the EMPLOYER is that sexual harassment is unacceptable conduct and will not be tolerated. The EMPLOYER is committed to creating and maintaining an environment conducive to maximum productivity and respect for human dignity and Unit Employees will cooperate with the Employer in this regard.

## **ARTICLE 19 – MERIT PROMOTION & PLACEMENT**

Section 1. The EMPLOYER reserves the right to restructure positions, i.e., announce and fill vacant positions at a grade-level lower than the full-performance grade level, when the EMPLOYER anticipates a lack of qualified candidates to be available for consideration at the full-performance grade level.

Section 2. Selection. The Parties recognize the right of the EMPLOYER to make selections from among candidates who are referred and certified as among the “best-qualified.”

Section 3. Interviews. The EMPLOYER agrees to interview for selection consideration, all Unit Employees who are referred and certified as among the “best-qualified.”

Section 4. Documentation. The EMPLOYER agrees that documentation related to merit promotion and placement actions will be made available to the UNION by request, in accordance with applicable laws, rules and regulations.

## **ARTICLE 20 – DETAILS & TEMPORARY PROMOTIONS**

Section 1. Details and temporary promotions are intended to meet the temporary work needs of the EMPLOYER.

Section 2. A detail is the temporary assignment of a Unit Employee to a different position or a different set of duties. Unit Employees may express interest in a detail to the EMPLOYER.

Section 3. A temporary promotion is the temporary assignment of a Unit Employee to a higher graded position, receiving the higher graded salary, for a specified period of time. In order to be temporarily promoted, Unit Employees must meet all qualification requirements necessary for a permanent promotion. Unit Employees may express interest to the Employer regarding temporary promotion opportunities.

Section 4. Temporary promotions of no more than one-hundred and twenty (120) calendar days may be noncompetitive.

## **ARTICLE 21 – REDUCTION IN FORCE & TRANSFER OF FUNCTION**

Section 1. The EMPLOYER agrees that the following procedures will be used in the accomplishment of a Reduction-in-Force (RIF) or a Transfer of Function (TOF):

a. The UNION will be informed in writing of an impending RIF/TOF at the earliest date practicable.

b. The UNION will be receive a follow-up briefing regarding the reason(s) for the RIF/TOF; the approximate number and types of positions possibly effected; and the planned effective date of the action, when such information becomes available.

c. If applicable, the UNION will be permitted to review any retention registers utilized to effect the RIF/TOF.

Section 2. The EMPLOYER agrees that Unit Employees effected by RIF/TOF will be afforded all applicable statutory and regulatory rights and privileges, to include programs designed for the placement of excess Unit Employees.

Section 3. The EMPLOYER agrees that eligible Unit Employees will be registered in the EMPLOYER's Priority Placement Program in accordance with applicable regulations.



## **ARTICLE 22 – DISCIPLINE**

Section 1. The EMPLOYER agrees that disciplinary actions will be taken for just cause and intended to promote the efficiency of the Federal service. The range of penalties imposed in disciplinary and/or adverse actions will be consistent with all applicable laws, rules, and regulations. Progressive discipline may be used in an attempt to preclude further instances of misconduct. Progressive discipline can range from a written warning or Official Written Reprimand to removal of the Unit Employee.

Section 2. The EMPLOYER agrees to make available for review and, upon written request, provide a UNION representative, as designated by the Unit Employee, a copy of pertinent records pertaining to or used as the basis of claims or proof in support of proposed disciplinary actions.

Section 3.

a. A notice of proposed action will be provided for all disciplinary actions consisting of a suspension, demotion, or removal.

b. When a proposed notice is required, the EMPLOYER will prepare such notice listing all required information and stating specifically and in detail the reason for the action.

c. Except where there is justifiable cause to provide less time, the Unit Employee will be provided at least fourteen (14) calendar days to respond orally and/or in writing to a notice of proposed action, and will be afforded reasonable extensions when requested.

d. When a Unit Employee presents a personal or medical problem as an affirmative defense in response to a proposed disciplinary action, the EMPLOYER agrees to remind the Unit Employee of the services of the Employee Assistance Program (EAP).

e. When a notice is provided, the EMPLOYER will issue a final decision after the Unit Employee's response or the expiration of the time allowed for the Unit Employee's response.

f. Prior to issuing an Official Written Reprimand to a Unit Employee, the EMPLOYER agrees to verbally notify the Unit Employee of the alleged misconduct and give the Unit Employee the opportunity to explain their behavior.

g. The EMPLOYER agrees to notify Unit Employees of their discipline related rights in accordance with applicable laws and regulations.

## **ARTICLE 23 - GRIEVANCE PROCEDURES**

Section 1. A grievance is defined as any complaint:

a. by a Unit Employee concerning any matter relating to their working conditions, and/or personnel policies, practices, or procedures of the EMPLOYER; or

b. by the UNION concerning any matter relating to an employee's working conditions, and/or personnel policies, practices, or procedures of the EMPLOYER; or

c. by a Unit Employee, the UNION, or the EMPLOYER, concerning:

(1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement, or

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

Section 2. The purpose of this Article is to provide an orderly method for Unit Employees, the UNION and the EMPLOYER to bring covered dissatisfactions to the attention of the other party as applicable, towards a goal of resolution. It shall be the sole procedure available to the UNION, or the EMPLOYER, for the resolution of "grievances" over the interpretation or application of this Agreement or for Unit Employees over any dissatisfaction with their working conditions or MEPS personnel policies, practices, or procedures.

Section 3. Inasmuch as it is recognized that dissatisfactions and disagreements may occasionally arise in a work situation, the EMPLOYER agrees that the mere filing of a grievance will not reflect unfavorably upon a Unit Employee.

Section 4. The following grievance procedure shall apply to all matters as described in Section 1 of this Article, except:

- a. any claimed violation related to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security;
- d. any examination, certification, or appointment;
- e. the classification of a position which does not result in the reduction in grade or pay of a Unit Employee; or
- f. the termination of a Unit Employee during their probationary or trial period.

Section 5. The following grievance procedures are the exclusive procedures available to the EMPLOYER, the UNION and Unit Employees for bringing forth dissatisfactions falling within the scope of the procedures.

Section 6. A Unit Employee may elect to initiate a grievance with or without UNION representation. However, only the UNION, or a representative approved by the UNION, may represent a Unit Employee under this procedure, if the Unit Employee chooses to be represented.

Section 7. The EMPLOYER agrees to provide the UNION with the opportunity to be present at formal discussions between the grievant and the EMPLOYER concerning the grievance.

Section 8. Subject to the approval of the Unit Employee's first-line supervisor, the EMPLOYER agrees that Unit Employees, otherwise in a duty status at the employing organization, may be granted a reasonable amount of official duty time to prepare and present a grievance. However, no Unit Employee may use official duty time in this regard, which the EMPLOYER has not, in advance, determined to be reasonable and necessary.

Section 9. If so elevated by either party, an allegation of grievability and/or arbitrability will be presented as a threshold issue to an arbitrator chosen, expressly and only, for the purpose of ruling on the grievability and/or arbitrability of the dissatisfaction. If the arbitrator's award reflects that the grievant's dissatisfaction is grievable and/or arbitrable, the grievant may pursue their grievance, up to and including arbitration of the substance of the grievance.

Section 10. Issues within the scope of the statutory appeals procedure may be pursued in accordance with that procedure or the following grievance procedure, but not both. A Unit Employee shall be deemed to have exercised the above-referenced option at such time as the Unit Employee initiates an appeal in accordance with the statutory procedure or a grievance in accordance with the following grievance procedure.

Section 11. All time limits herein may be extended by mutual agreement of the UNION and the EMPLOYER. Failure of the EMPLOYER to observe the time limits for any step in the grievance procedure will entitle the Unit Employee or the UNION to advance the grievance to the next step of the grievance procedure. Failure of the Unit Employee or their representative to observe the time limits provided for herein, shall constitute termination of the grievance.

Section 12. UNIT EMPLOYEE GRIEVANCE PROCEDURE. The following procedure is established for the resolution of Unit Employee initiated grievances. All time limits reflected in the following grievance procedure may be extended by mutual agreement. Failure of the EMPLOYER to observe the time limits for any Step in the grievance procedure will entitle the Unit Employee to advance the grievance to the next Step. Failure of the Unit Employee, or their designated representative, to observe the time limits reflected in the following grievance procedure shall constitute termination of the grievance.

Step 1. In order for a Unit Employee dissatisfaction to be considered a "grievance" and therefore eligible to be processed in accordance with this grievance procedure, the issue must be presented in writing to the Unit Employee's first-line supervisor within fifteen (15) calendar days of the date that the Unit Employee became aware, or should have become aware, of the issue.

Issues presented in other than a timely manner may be declared as “not grievable” by the EMPLOYER. The written grievance will identify the issue being grieved and include the Unit Employee’s requested relief. The Unit Employee may request to meet with their first-line supervisor to discuss the grievance. A meeting, if requested, must be held. The Unit Employee’s first-line supervisor, or their designated representative, will consider the grievance and requested relief and issue a written decision to the Unit Employee or their designated representative, within fifteen (15) calendar days of receipt of the grievance or the conclusion of the grievance meeting, if applicable.

Step 2. If the grievance is not resolved at Step 1, the Unit Employee may elevate the grievance to Step 2 by forwarding a copy of the above-referenced written grievance and the Step 1 Decision to their second-line supervisor no later than fifteen (15) calendar days from the date the Employee/Representative receives the Step 1 Decision. The Unit Employee may include a response to the Step 1 Decision and/or may narrow the grievance issue. However, the Unit Employee may not supplement the grievance to include issues not included in the initial written grievance and therefore not considered in the Step 1 Decision. The Unit Employee may request to meet with their second-line supervisor to discuss the grievance. A meeting, if requested, must be held. The Unit Employee’s second-line supervisor, or their designated representative, will consider the grievance and requested relief and issue a written decision to the Unit Employee, or their designated representative, within fifteen (15) calendar days of receipt of the grievance or the conclusion of the grievance meeting, if applicable.

Step 3. If the grievance is not resolved at Step 2, the Unit Employee may elevate the grievance to Step 3 by forwarding a copy of all of the above-referenced grievance documents to the Commander no later than fifteen (15) calendar days from the date the Unit Employee/Representative receives the Step 2 Decision. The Unit Employee may include a response to the Step 2 Decision and/or may narrow the grievance issue. However, the Unit Employee may not supplement the grievance to include issues not considered at Steps 1 and 2 of this process. The Unit Employee may request to meet with the Commander to discuss the grievance. A meeting, if requested, must be held. The Commander, or their designated representative, will consider the grievance and requested relief and issue a written decision to the Unit Employee or their designated representative within fifteen (15) calendar days of receipt of the grievance or the conclusion of the grievance meeting, if applicable.

Step 4. If the grievance is not resolved at Step 3, the UNION may invoke binding arbitration in accordance with the provisions of Article 24 – Arbitration, of this Agreement.

Section 13. UNION/EMPLOYER GRIEVANCE PROCEDURE. Grievances initiated by the UNION or by the EMPLOYER will be processed in accordance with the following procedure:

Step 1. Either party may submit a written grievance to the other party, i.e., the Commander or their designee for the EMPLOYER and the designated UNION representative for the UNION. In order for a UNION or EMPLOYER dissatisfaction to be considered a “grievance” and therefore eligible to be processed in accordance with this grievance procedure, the issue must be presented in writing to the other party within fifteen (15) calendar days of the date that the grieving party became aware, or should have become aware, of the issue. Issues presented in other than a timely manner may be declared as “not grievable” by the other party.

The party receiving the grievance will issue a written grievance decision within fifteen (15) calendar days of receipt of the grievance. Either party may request to meet and discuss the grievance issue during the fifteen (15) calendar day response period. The above-referenced time frames may be extended by mutual agreement.

Step 2. If the grievance is not resolved to the satisfaction of the grieving party, the grieving party may submit the grievance to arbitration in accordance with Article 24 – Arbitration, of this Agreement.

## **ARTICLE 24 – ARBITRATION**

Section 1. Arbitration will be used to settle unresolved grievances arising under Article 23 of this Agreement. However, arbitration may only be invoked by the EMPLOYER or the UNION.

Section 2. Either party may invoke arbitration by notifying the other party within thirty (30) calendar days of receipt of the final grievance decision. The notice to invoke arbitration will include a statement of the issues to be presented to the arbitrator and the charging party's requested remedial action.

Section 3. The party invoking arbitration will request from the Federation Mediation and Conciliation Service (FMCS), a list of seven (7) impartial individuals qualified to act as arbitrators. Any costs associated with obtaining the above-referenced list will be borne solely by the party invoking arbitration.

Section 4. The Parties shall meet within fourteen (14) calendar days after receipt of the above-referenced list of arbitrators in order to select an arbitrator to hear the grievance. The arbitrator will be selected by each party striking one of the names on the list of seven (7) arbitrators until only one name remains. The remaining named person shall be the duly selected arbitrator. The party winning a coin flip will determine which party strikes the first name.

Section 5. The arbitrator's fees and expenses shall be borne equally by the Parties.

Section 6. If the Parties fail to agree on a joint submission of the issue for arbitration, each may submit a separate submission and the arbitrator will determine the issue(s) to be heard and decided in their award.

Section 7. The arbitration hearing shall be held during the regular day shift work hours of the EMPLOYER. The grievant, if a Unit Employee, and any Unit Employee witnesses who are otherwise in a duty status, shall be excused from duty without loss of pay, or charge to annual leave to participate, as required, in the arbitration hearing. Paid overtime will not be authorized for this purpose; however, the EMPLOYER, at its sole discretion, may approve compensatory overtime in order to complete the hearing.

Section 8. The arbitrator will be requested by the Parties to render their decision as quickly as possible, but no later than, thirty (30) calendar days after the conclusion of the arbitration hearing. The award date will be the date the award is mailed to the Parties.

Section 9. The arbitrator's award shall be binding subject to either party filing an exception in accordance with 5 USC 7122 of the statute. The arbitrator is bound by all applicable laws, rules and regulations and will apply the statutory burdens of proof, i.e., for Chapter 75 actions, a preponderance of the evidence and for Chapter 43 actions, substantive evidence. The arbitrator will also apply the standards of the Merit Systems Protection Board with regard to review of penalties, i.e., the Employer's selection of penalties will be sustained unless the arbitrator determines that the penalty is arbitrary, capricious or an abuse of the EMPLOYER'S discretion.

## **ARTICLE 25 – MID-TERM BARGAINING**

Section 1. This Article shall be administered in accordance with 5 USC, Chapter 71, and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of this Agreement.

Section 2. Either Party may propose changes in conditions of employment during the life of the Agreement which are not already specifically addressed in this Agreement. The initiating Party will provide the other Party with reasonable advanced written notice, not less than fifteen (15) calendar days prior to the proposed implementation date, of any changes affecting conditions of employment. The notice will contain the following information:

- a. The nature and scope of the proposed change;
- b. A description of the change;
- c. An explanation of the initiating Party's plans for implementing the change;
- d. An explanation of why the proposed change is necessary; and
- e. The planned implementation date of the change.

## **ARTICLE 26 – EFFECTIVE DATE & LIFE OF THE AGREEMENT**

Section 1. This Agreement and all amendments or supplements thereto entered into between the EMPLOYER and the UNION is executed upon the signatures of the Commander and the UNION Representative. This Agreement is subject to review by the Defense Civilian Personnel Advisory Service (DCPAS), for regulatory and statutory compliance only, and will become effective upon approval or the thirty-first (31<sup>st</sup>) day following execution, in the absence of disapproval.

Section 2. This Agreement shall be binding upon the EMPLOYER and the UNION for a period of three (3) years from the effective date. However, either of the Parties may reopen the Agreement for negotiations of amendments and/or supplements by notifying the other between the eleventh (11<sup>th</sup>) and thirteenth (13<sup>th</sup>) month of the life of the Agreement.

Section 3. The Agreement shall be automatically renewed for an additional one year period unless between one hundred and five (105) and sixty (60) calendar days prior to the termination date, either Party gives written notice to the other of its desire to renegotiate the Agreement. If such notice is given, this Agreement shall remain in full force and effect to the extent required by law, until the new Agreement has been negotiated and approved.