Collective Bargaining Agreement
Between
U.S. Army Yuma Proving Ground,
U.S. Army Garrison, Yuma, AZ
And
American Federation of Government Employees
(AFL-CIO)

Conditional approval by the Department of Defense on March 29, 2019

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Preamble

This Collective Bargaining Agreement (CBA) is entered into by and between the United States Army, Yuma Proving Ground (USAYPG), the United States Army Garrison, Yuma, AZ hereinafter referred to as the EMPLOYER, MANAGEMENT, or AGENCY, and the American Federation of Government Employees, (AFL-CIO), herein referred to as AFGE, UNION or AFGE Local 2104 when acting under delegated authority, also jointly referred to as the PARTIES.

The Parties enter into this Agreement in the spirit of effectuating the provisions of 5 U.S.C. 7101, which state:

a. The Congress finds that -

1. experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions that affect them:

a) safeguards the public interest;

b) contributes to the effective conduct of public business;

c) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

d) the public interest demands the highest standards of employee performance and continued development and implementation of modern and progressive work practices to facilitate and improve employee performance, and the efficient accomplishment of the operations of the Government; therefore, labor organizations and collective bargaining in the civil service are in the public interest.

b. It is the purpose of 5 U.S.C. Chapter 71 to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this chapter should be interpreted in a manner consistent with the requirement of an effective and efficient government. Pursuant to these principles, the parties have agreed upon the various provisions hereinafter set forth in this Agreement, which constitutes a Collective Bargaining Agreement between the Agency and the Union.

END OF ARTICLE

Article 1
Recognition and Unit Description

Section 1

This agreement is entered into pursuant to the Federal Labor Relations Authority (FLRA) Certification of Consolidation of Units Order dated June 30, 2016 in FLRA Case No. DE-RP-16-0006. The Employer recognizes the American Federation of Government Employees, AFL-CIO as the exclusive representative of all bargaining unit employees defined below who are covered by this CBA.

> INCLUDED: All nonprofessional General Schedule employees employed by the U.S. Army Yuma Proving Ground (YPG), Yuma, AZ., employed by the U.S. Army Garrison, Yuma, U.S. Army Installation Management Command (IMCOM) located at YPG, and employed by YPG tenant activities serviced by the YPG Civilian Personnel Advisory Center, including employees of the U.S. Army YPG Health Clinic, Military Free Fall School, U.S. Army Sustainment Command Logistics Readiness Center, U.S. Army Test, Measurement and Diagnostic Equipment Activity, and the U.S. Army Mission and Installation Contracting Command; security police officers and guards assigned to the Directorate of Emergency Services, U.S. Army Garrison, Yuma, IMCOM, at YPG; and all non-appropriated fund (NAF) employees, employed under regular or flexible appointments, employed by the U.S. Army Garrison, Yuma, IMCOM, at YPG.
>
> EXCLUDED: All professional General Schedule employees, firefighters, Federal Wage System employees; personnel employed as NAF seasonal employees (e.g., Lifeguards), NAF employees who do not have a reasonable expectation of employment beyond 90 days, and supervisors; management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Section 2

When the Employer contemplates removing a position from the bargaining unit based on the position no longer being eligible for inclusion in the unit (e.g., an encumbered position in the existing bargaining unit changed since the certification so the incumbent is now a supervisor, management official, or confidential employee), the Employer will notify the Union at least 7 calendar days prior to the effective date of the action. If the Parties do not agree whether the position is eligible for inclusion in the bargaining unit, upon request by either Party, they will meet within 14 calendar days to discuss the issue. If the matter remains unresolved, either Party may file a Clarification of Unit (CU) petition with the FLRA. In accordance with 5 CFR 2422.34(b), if a CU petition is filed by the Union, the Employer may remove the position from the bargaining unit while awaiting a decision by the FLRA based on the Employer's position regarding the

bargaining unit status of individual employees, but the Employer's action may be challenged, reviewed and remedied by the FLRA where appropriate.

Section 3

The Employer agrees to provide to the Union or designee, a list of bargaining unit employees reflecting the name, grade, duty station, and position title of each employee on a monthly basis. The list will also identify the employees who have entered duty during the previous month. This list will not be construed as action, or to confer action, by the Employer to unilaterally deny bargaining unit status to any employee.

END OF ARTICLE

Article 2
Effect of Law and Regulation on this CBA

Section 1

a. In the administration of all matters covered by this CBA, the Parties shall be governed by all applicable current and future laws of the United States and Government-wide rules or regulations. Should any conflict arise between the terms of this agreement and any existing or future laws of the United States or Government-wide rules or regulations, the provisions of such laws, rules or regulations shall supersede conflicting provisions of this agreement.

b. In the administration of matters covered by this agreement, the parties shall be governed by applicable existing policies published by the Department of Defense, Department of the Army, U.S. Army Test and Evaluation Command, U.S. Army Installation Management Command, U.S. Army Yuma Proving Ground, and by U.S. Army Garrison, Yuma. Subsequently published Employer or agency policies and regulations are subject to substantive bargaining and/or Appropriate Arrangements and Procedures bargaining as required by the Federal Service Labor-Management Relations Statute, 5 U.S.C., Ch. 71.

Section 2

a. Any lawful waivers of the rights given to management or the union by the Federal Service Labor Management Relations Statute, 5 U.S.C. Ch. 71, must be clearly and unmistakably set forth in a written agreement and understood to be waived by both the Union and the Employer.

b. Any prior Memorandum Of Understanding (MOU), Memorandum Of Agreement (MOA) and any other agreements between the Union and the Employer which were in effect on the effective date of this CBA, except for the expired CBA between the parties still utilized while this CBA was being negotiated, shall remain in effect unless the MOU, MOA, or other agreement is specifically superseded by this CBA, is inconsistent with the terms of this CBA, or in accordance with 5 U.S.C. Ch. 71.

c. Where an Employer policy or regulation issued after the effective date of this CBA conflicts with this CBA or other agreement(s) between the Parties, the CBA and the agreement(s) shall govern.

END OF ARTICLE

Article 3
Terms and Definitions

The terms used in this agreement shall be construed in accordance with the definitions set forth in the Federal Service Labor Management Relations Statute, 5 U.S.C. Chapter 71 and implementing regulations consistent with the interpretation of those terms by the Federal Labor Relations Authority and Federal Court decisions. Additionally, for the purpose of this agreement, the following terms are defined as follows:

BARGAINING UNIT EMPLOYEE - An employee who is within a group of employees certified by the Federal Labor Relations Authority as appropriate to be represented by the Union for the purposes of this collective bargaining agreement.

UNION MEMBER - A bargaining unit employee who pays Union dues.

CONDITIONS OF EMPLOYMENT - Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters relating to political activities prohibited by law, relating to the classification of any position, or to the extent such matters are specifically provided for by Federal statute.

DAY(S) - Unless specified otherwise within the agreement, the term "day" or "days" means a 24-hour calendar day. All time periods referenced in this agreement that are stated in terms of days are calendar days unless otherwise stated. When computing time periods under this agreement, the first day counted shall be the day after the event from which the time period begins to run. The last day of the period shall be included unless it falls on a Saturday, Sunday or Federal Holiday, in which case the period shall be extended to include the next business day.

WORK DAY(S) or BUSINESS DAY(S) - Is the typical administrative workweek of the Employer comprised of Monday thru Thursday 6:00 a.m. to 5:00 p.m., and does not include Federal Holidays.

DUTY TO BARGAIN - Both Parties have a mutual obligation to meet at reasonable times and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting bargaining unit employees and to execute, if requested by either Party a written document incorporating any agreement reached. Neither Party is compelled to agree to a proposal or to make a concession. The duty to bargain in good faith does not extend to matters covered by a Government-wide rule or regulation.

EXCLUSIVE REPRESENTATIVE - Is the labor organization which is certified as the exclusive representative of employees in an appropriate unit pursuant to 5 U.S.C. 7111. The exclusive representative is referred to in this agreement as the Union.

MEMORANDUM OF AGREEMENT (MOA) - For purposes of the Parties' Collective Bargaining relationship, a MOA usually addresses a condition of employment issue that emerged during the term of the agreement, and it represents the mutual understanding and agreement between the Parties on that issue. An MOA may also be referred to as a Memorandum of Understanding (MOU), a Letter of Understanding (LOU) or a Letter of Agreement (LOA). Irrespective of whether the document is identified as a MOA, MOU or other characterization, the Parties are mutually bound by the terms set forth in the document which represents the Parties' agreement.

UNION STEWARD - A bargaining unit member identified by the Union to carry out Union representational duties in the workplace.

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

UNFAIR LABOR PRACTICE - Practices by either Party as defined by 5 U.S.C. 7116, to include practices that interfere with, restrain, or coerce employees in the exercise of their collective bargaining rights granted by statute.

END OF ARTICLE

Article 4
Mid-Term Bargaining

Section 1 – Introduction

a. This Article sets forth the criteria and procedures to be used by the Parties when engaging in negotiations during the term of this CBA, otherwise known as Mid-Term Bargaining, and shall be administered in accordance with 5 U.S.C. Ch. 71 and this CBA.

b. Matters appropriate for Mid-Term Bargaining, as proposed by either Party, shall include those issues within the scope of bargaining that affect conditions of employment of bargaining unit employees, and are either newly formulated or are changes to established personnel policies, practices, and procedures.

c. Nothing in this Article will be deemed to have waived a right of either Party under the 5 U.S.C. Ch. 71.

Section 2 - Procedures for Bargaining

a. During the life of this CBA, either Party may propose a change in conditions of employment not already covered herein. The initiating Party will provide the other Party with reasonable advance written notice, normally not less than fourteen (14) calendar days prior to the proposed implementation date.

b. The Employer will submit, in writing to the Union, any proposed change to personnel policies, practices or procedures that affect the working conditions of bargaining unit employees. The Employer will make a good faith effort to provide the Union information about the proposed change to allow bargaining to proceed. The notice will, at a minimum, contain the following information:

1. The description of the proposed change;

2. An explanation of why the proposed change is necessary; and

3. The planned date for implementing the change.

c. Within fourteen (14) calendar days after receiving the Employer's notice of changes to conditions of employment, the Union will inform the Employer if it elects to bargain the matter, and if so, provide the Employer with some initial proposals as soon as practical, but at least two (2) business days before the first scheduled meeting between the Parties.

d. When the Employer provides notice of a change to conditions of employment which involves the exercise of management's rights under 5 U.S.C. 7106, the union will provide its impact and implementation proposals under 5 U.S.C. 7106(b)(2) and (3), if

any, within twenty-one (21) calendar days after receiving the Employer's notice, and an explanation of the reasons for proposals.

e. If the Union does not give the Employer a timely request to bargain then all bargaining obligations regarding the subject will be considered satisfied and the Employer may move forward with implementing its change. The Union's mere objection or general disagreement to an Employer's proposed change, by itself, does not constitute a request to bargain or a proposal over which the Employer is required to bargain. However, if the Union does give the Employer a timely request to bargain, the Parties will schedule a date to meet and bargain over the Union's proposals, normally no later than seven (7) calendar days after the Employer's receipt of the Union's request to bargain or after the Employer's receipt of the Union's proposals submitted after the request to bargain or as otherwise agreed to by the Parties.

f. If the Union elects to request a change to a condition of employment, it will provide a description about the proposed change for the Employer to consider. The notice also will contain the language of the current practice and the written language of the proposed change. Normally, the Parties will schedule a meeting no later than seven (7) calendar days from the receipt of the request to bargain, or as otherwise agreed to by the Parties.

g. The Parties recognize that changes that do not constitute changes to conditions of employment, such as changes in job procedures, including those processes and procedures described in Technical Publications, Standard Operating Procedures, Regulations, Manuals, Bulletins, Test Operating Procedures, Firing Tables, etc., are generally not negotiable.

Section 3 - Ground Rules

a. Ground rules are a set of mutually agreed upon procedures used by the Parties to negotiate agreements regarding conditions of employment. The following are only examples of matters that may be contained in a set of ground rules:

1. Starting date and schedule for negotiations;
2. Suitable caucus locations and procedures;
3. Use of recesses and their procedures;
4. Use of office equipment, supplies, and services, including but not limited to computer(s) with internet access, telephone(s), desks and/or tables and chairs, office supplies, and equipment;
5. Signing and dissemination of the agreed upon articles;
6. Negotiability disputes and their resolution procedures;
7. Impasses and their resolution procedures;
8. Modification of any matter by mutual consent;
9. Travel and per diem procedures;
10. Altering bargaining team duty schedules for bargaining purposes;
11. Processes for the taking of notes of the bargaining sessions; and
12. Procedures to address observers.

b. The Parties are not required to have written ground rules for all negotiations, and the Parties may mutually agree to engage in negotiations regarding conditions of employment without the need for formal written ground rules for each negotiation. If one of the Parties requests that ground rules be established for a particular negotiation, however, both Parties are obligated to negotiate in good faith to agree upon written ground rules applicable to the particular negotiation.

Section 4 - Post Implementation Bargaining

The Parties agree that effective management of the Employer's mission and its resources is a mutual concern. The parties also agree that on certain occasions there is a need for expedited implementation of new policies or practices affecting conditions of employment. The provisions of this article apply to such situations. It is understood, however, that nothing in this Article precludes the Employer and the Union from engaging in post implementation bargaining if mutually agreeable. Notwithstanding the above, nothing shall affect the authority of the Employer to implement changes prior to the conclusion of bargaining, when doing so is permitted by law.

Section 5 - Necessary Functioning of Agency Exception

The Parties agree that in situations where the Employer must implement a change to conditions of employment which is for the "necessary functioning of the agency" as that phrase is interpreted by the FLRA, because a delay in implementation would reasonably be expected to impede the Employer's ability to effectively and efficiently carry out its mission, the Employer is authorized to implement the change prior to the conclusion of Union requested negotiations, with the understanding that negotiations will continue and that the Employer will implement any subsequently agreed to language, to the extent possible.

END OF ARTICLE

Article 5
Seniority

Section 1

a. "Seniority" as referenced in this CBA means the date of an employees' uninterrupted time with no break in service as a Bargaining Unit Employee employed at YPG based on their initial date of appointment to a position at YPG. YPG NAF employees carry their seniority to an appropriated fund position appointment at YPG and vice versa.

b. When the seniority date of employees is the same, the employees' service computation date reflecting their initial date of appointment to the Federal Government will be the next factor considered and determines seniority. All things being equal a coin toss will be the determining factor.

c. A roster will be maintained of employees identifying the employees in a seniority order with the most senior employees listed first. The roster will be used when seniority is a consideration under the terms of this CBA. The roster will be reset annually, and will be retained for the current calendar year. The roster will be updated as necessary to reflect new employees.

d. Qualified employees will be given preference based on seniority when seniority is a consideration under this CBA. If there are no volunteers then inverse seniority will be used (e.g. selected for overtime/shift change).

END OF ARTICLE

Article 6
Dues Withholding

Section 1 - Purpose

a. Dues withholding from bargaining unit employees shall be administered in accordance with 5 U.S.C. 7115 of the Federal Service Labor Management Relations Statute, as amended, 5 U.S.C. Chapter 71, and this CBA.

b. Bargaining unit employees may authorize the Employer to deduct from the pay of the employee amounts for the payment of regular and periodic dues of the exclusive representative of the unit by voluntarily completing an AFGE version of the Standard Form (SF) 1187, "Request for Payroll Deductions for Labor Organization Dues" provided by the Union (hereafter AFGE 1187). For the employee's dues authorization to be effectuated at any given time, the employee must be receiving sufficient pay on the regularly scheduled payday of the Employer, which after other legal deductions, covers the full amount of the allotment. The Union is responsible for obtaining AFGE 1187, distributing it to eligible bargaining unit members desiring to authorize an allotment for withholding of dues from their pay, and for educating the bargaining unit members on the program for payroll allotments for Union dues. The Union is responsible for ascertaining that the employee is a member of the Union in good standing, The Union will be responsible for informing its members of the provisions and procedures for revoking an authorization of Union dues payroll deductions.

c. The Employer shall honor the assignment and make allotments pursuant to the assignment.

Section 2 - Allotments for Union Dues Payroll Deductions

a. Union members who desire to make an allotment for payment of dues will request such allotments by completing Section A of AFGE 1187, and will submit the request to the AFGE Local 2104 President or other authorized union representative. The Union will complete Section B of the AFGE 1187. The Union will then forward the form to the YPG Civilian Personnel Advisory Center (CPAC) Labor/Management Employee Relations (L/MER) Specialist who will certify for the agency in Section A of the AFGE 1187 that the employee requesting the union dues payroll deduction and the labor organization meet the requirements for dues withholding, and if they do, the YPG CPAC L/MER Specialist will send the completed AFGE 1187 to the employee's servicing Payroll Office for prompt processing. The Union will coordinate as necessary with the appropriate payroll office through CPAC regarding the dues amounts and coding/ options necessary to process the dues deduction. If the employee and the labor organization do not meet the requirements for dues withholding (e.g., the employee is not covered by the bargaining unit due to being a supervisor or professional employee, or otherwise being in a position not eligible for inclusion in the bargaining unit), the CPAC L/MER Specialist will indicate "No" in Section A of the AFGE 1187, return the

form to the AFGE Local 2104 President, and explain why the employee is not eligible for the union dues payroll deduction. The YPG CPAC will return the AFGE 1187 to the employee and explain to the employee why they are not eligible for the union dues payroll deduction.

b. Dues allotment requests will be processed by the Employer at no cost to the employee or the Union, except of course, the cost of the dues allotment itself will be deducted from the employee's pay.

c. A bargaining unit member's properly completed dues deduction authorization, AFGE 1187 will normally become effective the pay period following its receipt by the employee's servicing Payroll Office. When completing the Union's section of AFGE 1187, the Union will identify the Union's regular dues amount established for a biweekly pay period. Authorized representatives of the Union may contact the employee's servicing Payroll Office for assistance in resolving discrepancies regarding employees' requests for union dues payroll deductions.

Section 3 - Employer Remittance of Union Dues

The remittance of union dues will be by electronic funds transfer each biweekly pay period for the balance of the dues withheld for the particular pay period. The Employer will make necessary coordination with DFAS to ensure a remittance report is issued to the Union for employees' union dues payroll deduction amounts withheld on a biweekly basis.

Section 4 - Changes in Dues Withholding Amounts

a. Universal changes in dues may occur as determined by the Union. The amount certified previously by the Union will remain unchanged until the Union notifies the Defense Finance and Accounting Service (DFAS) of the amount of the change. Any change to dues deduction amounts will normally be effective on the first day of the pay period. If a change request is received with a date that is not the first day of the pay period it will normally be made effective the first day of the following pay period.

b. When circumstances require a change in individual dues, other than a universal dues change, the Union will notify the CPAC L/MER Specialist and the employee's servicing Payroll Office in writing of the amount of the change and the reason for the change. The CPAC L/MER Specialist will confirm the employee's continued eligibility for Union dues withholding and will promptly inform the employee's servicing Payroll Office of the employee's eligibility.

c. The Employee is not required to submit a new AFGE 1187 when the amount of the Union's dues deduction previously authorized by the employee is changed to either a higher or lower amount.

Section 5 - Employee Dues Revocation

a. In accordance with 5 U.S.C. 7115(a), bargaining unit employees who have authorized Union dues withholding may not revoke their payroll deduction of dues for a period of one year from the anniversary date of the effective date of the first payroll deduction. Union members may cancel their union dues payroll deductions by timely submitting a completed Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the YPG CPAC L/MER Specialist, who will then complete item 6 (Reason for Cancellation). Upon receipt, the YPG CPAC L/MER Specialist will notify the Union in writing that the employee has submitted the SF 1188 cancellation request and will provide the Union a copy of the SF 1188 cancellation request received. The employee is not required to notify the Union of the employee's request to cancel their union dues payroll deduction. The CPAC L/MER Specialist will then forward the employee's completed, signed and dated SF 1188 to the employee's servicing Payroll Office. The YPG Payroll Office will complete item 7 (Effective Date of Cancellation) of the SF 1188 for the agency. The employee's servicing Payroll Office will promptly process the completed SF 1188, and will provide a copy of the properly completed SF 1188 to the AFGE Local 2104 President (or designee), and to the employee.

b. In accordance with 5 U.S.C. 7115(a), Union members who have authorized Union dues withholding may not revoke their payroll deduction of dues for a period of one year from the anniversary date of the effective date of the first payroll deduction. Authorized dues deductions may only be revoked at intervals of one year, so if the employee fails to timely submit their dues revocation request before their anniversary date, they will be required to continue to pay union dues for at least an additional year until their next anniversary date, at which time they will need to submit a timely dues revocation request in order to cancel their union dues payroll deduction.

c. In order for dues deductions to be cancelled on the annual anniversary date from the effective date of the first payroll deduction, the employee must submit their completed SF 1188 to the YPG CPAC L/MER Specialist during the 30-day period prior to the anniversary date. When an employee timely submits their completed SF 1188 to cancel their union dues deductions, the cancellation will normally become effective on the first full pay period following the anniversary date of the effective date of their first deduction. SF 1188 forms not timely submitted to the YPG CPAC L/MER Specialist will not be accepted for processing by the Employer.

d. The Union will notify the YPG CPAC L/MER Specialist within seven (7) calendar days when an employee with a current union dues deduction authorization ceases to be a member in good standing. The Union will immediately forward any proper request by a member to revoke their union dues payroll deduction to the YPG CPAC L/MER Specialist for processing.

Section 6 - Automatic Dues Revocation

a. Notwithstanding the above, following employee notification to the YPG CPAC L/MER Specialist, an employee's union dues deductions will normally terminate with the start of the first full pay period which begins on or after any of the following events.

1. Loss of exclusive recognition by the Union;

2. Separation of the employee from their employment for any reason;

3. Notice to the Employer from the Union that the employee has been suspended or expelled from the membership of the Union;

4. Transfer, reassignment, promotion, or demotion of an eligible member to a position excluded from the Union's recognition; or

5. Activation of an employee into active duty military status.

b. Employees are responsible to promptly inform the YPG CPAC L/MER Specialist of any changes to their bargaining unit status and of the need to cancel their union dues pay deduction. To ensure timely cancellation of union dues deductions in the circumstances described in this section, the affected employee must submit a completed SF 1188 to the YPG CPAC L/MER Specialist, who will then forward the completed form to the employee's servicing Payroll Office to effectuate the change. However, if the YPG CPAC L/MER Specialist or the employee's servicing Payroll Office becomes aware of the circumstances described in this section (e.g., by Union notification the employee has been suspended or expelled from Union membership), the Payroll Office will initiate action to cancel the dues deduction, even if the employee does not submit a properly completed SF 1188 to the YPG CPAC L/MER Specialist or the Payroll Office.

Section 7 - Membership Challenges

a. If the Employer improperly denies an initial request for dues withholding based on a management determination that the employee's position is not eligible for dues withholding, the Employer will promptly re-start the employee's dues withholding authorization retroactive to the date of the pay period following the date of the initial request.

b. If the Employer improperly cancels an employee's dues withholding, the Employer will promptly re-start the employee's dues withholding authorization retroactive to the cancellation date.

c. Any dues owed to the Union will be deducted from the employee's pay rather than from the Employer's operating funds, unless otherwise determined by an appropriate authority, such as the Employer itself, the FLRA, an arbitrator, etc.

Section 8 - Reinstatement of Separated Employee

If an employee, who has been separated by the Employer, is reinstated by an arbitrator, the FLRA, the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), or by a court of competent authority, and the Employer is required to make the employee whole by a back pay award, and the employee had previously authorized the deduction of dues from their pay at the time of his or her separation, dues withholding will be restored for that employee, without submitting a new AFGE 1187, starting with the effective date of the reinstatement, if this specific remedy is part of the make whole remedy ordered. Any dues owed to the Union will be deducted from the employee's pay, unless otherwise ordered by the appropriate authority.

Section 9 - Reimbursement to Employees of Union Dues Mistakenly Deducted from Employees' Pay

If union dues are deducted from an employee's pay after submitting an AFGE 1187 under the mistaken belief that they are eligible for Union dues deduction, but subsequently becomes aware that they were not eligible, the Employer will promptly cancel the union dues deduction. The YPG CPAC L/MER Specialist will promptly notify the Union in writing of the dues cancellation action. The Union may reimburse the employee up to one-half of the union dues mistakenly deducted for no more than a six month period.

END OF ARTICLE

Article 7
Union Management Meetings

a. The Parties recognize that their mutual cooperation in the formulation and implementation of personnel policies and practices promotes the effective and efficient administration of the government operations. Joint Union-Management meetings, to include Steward-Supervisor meetings, shall be held upon request by either party at a mutually agreeable time. Specific topics for discussion should normally be provided in advance of the meeting by the requesting Party, although topics not submitted may be discussed as agreed by the Parties. The Employer determines who represents the Employer, and the Union determines who represents the Union, and neither Party is entitled to demand to meet or negotiate with only specified individuals of their preference.

b. Meetings between the Union and the USAYPG Senior Commander or Garrison Manager, or their designated representative(s), if needed, shall be held upon request of either party at a mutually agreeable time. The meetings will be for the purpose of discussing matters relating to labor-management relations that were not resolved at a required lower level. Meetings under this Article will not, however, pertain to matters involving pending individual or union grievances for which the USAYPG Senior Commander or designee may be the grievance deciding official or the Garrison Manager or designee may be the grievance deciding official. Topics for discussion will normally be provided to the other Party in writing at least ten (10) days in advance unless otherwise agreed to by the Parties. These meetings shall be in addition to any other meetings described in this agreement. To help promote labor-management relations, either Party may also request to meet with the other party at periodic routine scheduled intervals, such as quarterly meetings, upon mutual agreement of the Parties, with no particular agenda required to be provided in advance. The purpose of these meetings is for the Parties to discuss significant installation-wide or bargaining unit-wide workplace issues of concern, perceived patterns of workplace problems, or perceived union positions or actions which interfere with effective and efficient accomplishment of the command's mission when such matters have not been resolved at a lower level. The Parties agree that they will attempt to resolve workplace concerns or disagreements in a non-adversarial venue through an interest-based and consensus-based problem-solving approach. Where a dispute continues regarding a negotiable change to working conditions despite the Parties' best efforts to resolve the issues under these provisions, the matter will revert to collective bargaining procedures under 5 U.S.C. Chapter 71 and under applicable provisions of this CBA.

END OF ARTICLE

Article 8
Management Rights

Section 1 – Purpose

This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this CBA. The purpose of this Article is to set forth the statutory management rights.

Section 2

In accordance with 5 U.S.C. 7106(a), and subject to Section 3 of this Article, nothing in this CBA shall affect the authority of any Employer management official:

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

b. In accordance with applicable current laws:

1. to hire, assign, direct, layoff, and retain employees in the Employer 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 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 any other appropriate source; and

(b) to take whatever actions may be necessary to carry out the Employer mission during emergencies.

Section 3

In accordance with 5 U.S.C. 7106(b), nothing in this CBA 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 (5 U.S.C.7106(b)(1));

b. procedures which management officials of the Employer will observe in exercising any authority under this section (5 U.S.C. 7106(b)(2)); or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials (5 U.S.C.7106(b)(3)).

Section 4

In general, the Employer does not waive its 5 U.S.C. 7106 (b)(1) rights or discretion to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods, and means of performing work. However, any decision to waive and bargain with the Union over these matters will be at the election of the Employer.

END OF ARTICLE

Article 9
Union and Employee Rights

Section 1 - Right to Organize

a. The Parties agree that the Employer will provide a work environment in accordance with applicable laws and regulations. The Employer shall not impose any restraint (except as may be otherwise provided in this Agreement), interference, coercion, or discrimination against employees in the exercise of their rights to organize and designate representatives of their own choosing for the purposes of collective bargaining, the presentation of grievances, appeals from adverse actions, Labor-Management Relations, or upon duly designated employee representatives acting on behalf of an employee or group of employees within the bargaining unit.

b. In accordance with 5 U.S.C. 7102, each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in 5 U.S.C. Ch. 71, such rights include:

1. The right to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of Agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

2. The right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Statute.

Section 2 - Right to Representation

a. Bargaining unit employees have a right to Union representation in matters related to conditions of employment as authorized by law, and they are entitled to seek Union assistance in matters covered under this Agreement. Employees may contact and meet privately with a Union representative during duty hours for representational matters. After obtaining approval from their supervisor, employees will be released from duties for a reasonable amount of time when they request to exercise their right to meet with a Union representative. Employees who request to leave their worksite to meet with a Union Representative must inform their supervisor of the general nature of the meeting and the estimated time of return. Employees must give the supervisor a telephone number at which they may be reached while absent in case of an urgent work-related need. The employee's request to speak with a Union representative will normally be granted unless temporarily denied due to operational necessity. If permission is not granted for the time period requested, the Supervisor will identify another appropriate time period when the employee may meet with their Union Representative.

b. In accordance with 5 U.S.C. 7114(a)(1), the Union is the exclusive representative of the employees covered by this Agreement. The Union is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. The

Union is responsible for representing the interest of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 3 - Communication/Surveys

a. Consistent with 5 U.S.C. Chapter 71 , the Employer will not unlawfully bypass the union as the exclusive representative of employees covered by this Agreement by communicating directly with bargaining unit employees concerning matters relating to conditions of employment. As part of its overall management responsibility to conduct operations in an effective and efficient manner, management may question employees directly regarding conditions of employment, provided that it does not do so in a way that amounts to attempting to negotiate directly with employees concerning matters that are properly bargainable with their exclusive representative. The Employer does not unlawfully bypass the Union when the employer solicits information from employees regarding conditions of employment when the Employer does not attempt to deal or negotiate directly with unit employees concerning their conditions of employment in a manner that would undermine the status of the exclusive representative or create the appearance of doing so, when soliciting information from employees. However, it is an unlawful bypass of the Union and interference with the rights of the Union under section 7114(a)(1) of the Statute when the Employer discusses changes to conditions of employment directly with bargaining unit employees without negotiating the matters with the union as required by law.

b. An Employer meeting, questionnaire or poll directed to bargaining unit employees that only elicits facts from employees is not an unlawful bypass when the union is put on prior notice of any management meeting with bargaining unit employees and has the opportunity to be present, and when no attempt is made to negotiate with the employees as to changes of their working conditions.

c. Surveys. The Employer is not required to provide the Union with advance notice of surveys provided to bargaining unit employees concerning conditions of employment that involve bargaining unit employees, when such surveys are not initiated or disseminated to bargaining unit employees by the Employer. Participation in surveys by unit employees are normally voluntary. The Parties are not obligated to bargain over the contents of a survey that is not initiated or controlled by the Employer, such as a Command Climate Survey. This section is not intended to preclude any Union involvement in such surveys that may exist in accordance with the Parties' mutual agreement or the statute. The Employer will not make changes to bargaining unit employees' conditions of employment based on employee responses to surveys without first completing any required bargaining obligations with the Union.

Section 4 - Weingarten Rights

a. In accordance with 5 U.S.C. 7114(a)(2)(B), bargaining unit employees have the right to be represented by the Union and the Union shall be given the opportunity to be

present during any examination of the employee by a representative of the Employer, in connection with an investigation, if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

2. The employee requests representation.

b. Consistent with 5 U.S.C. 7114(a)(3), the Employer shall annually inform its employees of their Weingarten rights.

c. When the Employer conducts an administrative inquiry, the Employer will normally inform the employee being questioned of the reason for the inquiry.

Section 5 - Personal Rights

a. The Parties and employees will comply with applicable laws and regulations in their dealings with each other. Supervisors will hold formal counseling with employees regarding personal performance deficiencies and misconduct in private. An employee's Weingarten rights for the presence of a Union representative is not applicable during pure performance counseling, although the Employer may permit the Union to be present during performance counseling if requested by the employee.

b. As a general rule an employee is required to comply with a supervisor's instruction, even if the employee believes that the instruction is unlawful, and then grieve the action if desired. Employees may however, have the right to refuse a supervisor's instructions or orders that would require them to place themselves or others at risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

c. Employees shall have the right while off-duty to direct and fully pursue their private lives, personal welfare, and personal beliefs without the Employer's interference, unless the off-duty conduct interferes with the efficiency of the service under 5 U.S.C. 7513. For example, the Employer may take disciplinary action against an employee under 5 U.S.C. 7513 for off duty conduct when the action promotes the efficiency of the service because the grounds for the action relate to either an employee's ability to accomplish his duties satisfactorily or to some other legitimate government interest.

d. Employees facing termination may voluntarily resign in accordance with applicable laws and regulations at any time prior to the effective date of the termination. The Employer is not prohibited from having the police accompany or escort employees off of the Employer's installation when employees resign, if the Employer determines such action is appropriate and necessary under the circumstances. The employee may withdraw his or her resignation prior to the effective date in accordance with applicable laws and government wide regulations.

e. An employee's decision to resign or retire, if eligible, shall be made voluntary and in accordance with prevailing regulations.

f. While in duty status, all bargaining unit employees covered by this CBA will be allowed to wear on or as part of their attire, official union insignia, such as lapel pins, consistent with the rights of employees to wear union insignia accorded by the provisions of the 5 U.S.C. 7102 of the Statute and management's rights under 5 U.S.C. 7106 of the Statute.

Section 6 – Information Access

a. Employees shall have access to all regulations and directives which are applicable to them and including, but not limited to, regulations and directives relating to personnel policies, practices, procedures, and conditions of employment, to the extent required by law and regulation. When employees request information which the Employer is obligated by applicable law or regulation to provide, the Employer may provide the employees websites where they may access the responsive information. Employees are authorized official time to request and review documents to the extent required by law, such as when employees request the materials considered by officials who propose or take disciplinary action against the employee.

b. Employees shall have the right as provided for by law or regulation, such as under the Privacy Act and the Freedom of Information Act, etc., to inspect and receive a copy, upon request, of any records pertaining to them.

c. Since employees may now access their Official Personnel Folders (OPF) on line, the Parties understand that the YPG Civilian Personnel Advisory Center (CPAC) will not provide employees a hard copy of their OPF.

d. Union requests for information normally maintained by the Employer in the regular course of business, which is reasonably available and necessary for the Union's representational duties will be made available by the Employer to the Union upon written request in accordance with the requirements of 5 U.S.C. 7114(b)(4) and any other applicable laws and regulations. The Parties recognize that the Employer is under no obligation to provide responsive information to the Union which constitutes guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 7 - Personal Storage

a. The Employer will consider providing storage areas or storage containers when appropriate and necessary for employees to store their personal property at their worksite. Employees will not unnecessarily bring their personal property to their worksite.

b. Upon request, the Employer will instruct employees on the procedures for filing a claim for reimbursement under the Military Personnel and Civilian Employees' Claims Act, as amended, 31 U.S.C. 3721, and will make required claims forms available to claimants who desire to file a personnel claim based on their alleged personal property damage or loss incurred incident to service.

Section 8 - Break Areas

The Employer will consider providing employees with access to break areas in reasonable proximity to their work areas to the extent reasonably warranted, after considering the work situation of unit employees and the availability of access to food services facilities. To the extent the use of appropriated funds is authorized for expenditure and available, the break areas may include kitchen facilities including sinks, refrigerators, and appliances for heating food, making coffee and tea, etc. when necessary and appropriate. These areas will be away from customers, clients, and other non-employees whenever possible.

Section 9 - Space for Employee Fitness Activities

Upon written request by the Union or by bargaining unit employees to the YPG Commander or Garrison Manager, U.S. Army Garrison, Yuma, the Employer will consider the feasibility of providing available space, such as conference rooms, training rooms, etc., for use by employees for exercise classes, aerobics, and other physical fitness activities. This space will be made available during normal operating hours for use by employees during their meal period or non-working hours, to the extent that these activities do not cause a disruption to operations. Where convenient fitness facilities exist on the YPG installation, the Union and the Employer will explore a joint use program which allows bargaining unit members to utilize the fitness facilities during their non-duty hours, provided there is no cost incurred by the Employer.

Section 10 - Timely and Accurate Compensation

a. Employees are entitled to timely receipt of all compensation earned by them for the applicable pay period. The Employer will make every effort to ensure that employees receive their pay on the established payday and at the address or electronic site designated by the employee in accordance with applicable rules and regulations.

b. If the Employer fails to deliver a bargaining unit employee's earned pay (including overtime, holiday, night, and weekend pay) on the established payday, the Employer in accordance with applicable Government wide payroll rules and regulations and upon request by the employee, will authorize an emergency payment.

Section 11 - Whistleblower Protection

Employees are protected by the Whistleblower Protection Act, as amended, against reprisal for the lawful disclosure of information that the employee reasonably believes

evidences a violation of law, rule, or regulation, or evidences gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 12 - Voluntary Activities

Contributions to the Combined Federal Campaign; purchase of U.S. bonds in any bond drive; and blood donations are voluntary activities. Participation or nonparticipation in voluntary activities will not advantage or disadvantage employees with regard to their conditions of employment.

Section 13 - Statutory Requirements

Personnel management will be conducted in accordance with 5 U.S.C. 2301, Merit System Principles, 5 U.S.C. 2302, Prohibited Personnel Practices, and other applicable laws and regulations.

Section 14 - Union Rights

a. The Union will designate its own representatives and notify the Employer, on a current basis, of the name, title, and work location of its representatives and to promptly advise Management in writing of any changes in designated Union representatives.

b. Consistent with 5 U.S.C. 7114(a)(1), as the exclusive representative of unit employees, the Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. As the exclusive representative, the Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

c. Consistent with 5 U.S.C. 7114(a)(2)(A), the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more bargaining unit employees or their Union representatives concerning any grievance, or any personnel policy or practices or other general conditions of employment. The Employer will give the Union sufficient advance notice to exercise its rights under this section and the Employer management representative will permit the Union representative to ask relevant questions, to present a brief statement if requested before the end of the meeting outlining the Union's position concerning the issues presented by the Employer, and to have full participatory rights during the meeting.

d. Consistent with 5 U.S.C. 7114(a)(2)(B), during investigatory examinations of bargaining unit employees, the role of the Union representative includes, but is not limited to, the following rights:

1. Meet with the employee privately prior to the conduct of the interview;
2. To clarify questions;

3. To clarify answers;
4. To assist the employee in providing favorable or extenuating facts;
5. To suggest other employees who have knowledge of relevant facts;
6. To advise the employee; and
7. To be present during formal discussions even if the employee does not desire the union to be present.

e. Union representatives will not direct employees to not answer questions, will not insist on answering questions for the employee, and will not disrupt the questioning by constant interruptions. Further, when an employee files a grievance, or the Union files a grievance on the employee's behalf, the Union will not object to the Employer meeting with the employee and asking questions directly to the employee with the opportunity for the employee's union representative to be present.

f. The Employer will recognize representatives of the AFGE, AFL-CIO, National Office as representatives of the Union upon notification by the Local President. A Union representative shall notify the Employer five (5) days in advance concerning visits by the AFGE, AFL-CIO to restricted areas.

END OF ARTICLE

Article 10
Official Time

Section 1—Purpose

a. The purpose of official time is to provide bargaining unit employees designated as Union representatives time to conduct Union representational activities during normal working hours, without loss of pay or charge to annual leave. This Article provides a process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both the Employer and the Union.

b. Official time of the Employer shall be administered in accordance with 5 U.S.C. Chapter 71, The Federal Service Labor Management Relations Statute (the Statute) as amended, and this CBA.

c. The Employer will grant official time to Union representatives in an amount which is reasonable, necessary, and in the public interest, consistent with the provisions of 5 U.S.C. 7131(d) to prepare for and carry out statutory representational functions, to include but not limited to, attendance at formal discussions or negotiations, preparation of grievances, and preparation for arbitration. Use of official time must be requested and approved in advance in a manner consistent with the terms of this CBA.

Section 2—Representational Functions

a. Consistent with the Statute and this Agreement, bargaining unit employees, who are elected or appointed Union representatives, may use official time for representational purposes with prior management approval, during such time as they are otherwise in a duty status.

b. Mission permitting, the Union President is authorized official time, not more than one (1) hour per administrative work day, to respond to unanticipated union representational matters which were not initiated by the Union, even though it was not preapproved.

c. Mission permitting, the Union is authorized a reasonable amount of official time to prepare, maintain, and file official financial and other reports necessary to meet requirements imposed by Federal Agencies upon the Union to disclose certain information about its operations, to include but not limited to, Internal Revenue Service (IRS) Form 990: Return of Organization Exempt From Income Tax for the IRS, and Labor Management (LM) Reports to be filed with the Department of Labor (DOL) in accordance with 5 U.S.C. 7120(c). The Union will request official time using the “Official Time Request/Approval Form” (Enclosure 1) and will identify the specific purpose (e.g., IRS Form 990) on the request and it will be submitted to the supervisor for approval.

d. Only those employees for whom the Employer has received a written designation will be recognized as Union representatives. Upon their designation, the Union will provide the Civilian Personnel Advisory Center (CPAC) Labor Relations representative(s) written notification of the names and contact information of designated union representatives, to include Union officers and stewards. The Union will also provide the CPAC Labor Relations representative(s) written notification of any changes in designation of Union representatives and their specific responsibilities no later than seven (7) calendar days after a change is made.

e. Official time is prohibited for any employee to perform activities relating to the internal business of the Union as defined by 5 U.S.C. 7131(b) of the Statute and established case law including the solicitation of membership, elections of labor organization officials, and collection of dues, which shall be performed during the time the employee is in a non-duty status.

f. Official time for employees and representatives to participate in certain statutory appeal procedures, such as Merit Systems Protection Board (MSPB) and the Equal Employment Opportunity Commission (EEOC) proceedings is provided under separate authority.

Section 3—Release Authorization Procedures for Official Time Use

a. The Parties agree to utilize the "Official Time Request/Approval Form" included as Enclosure (1) of this Article to document requests and decisions regarding the use of official time. The authorized official time will be documented in the Union representative's time card utilizing the applicable time keeping code required to be used when employees are on official time. Official time keeping codes are BA for Term Negotiations, BB for Mid-Term Negotiations, BD for Labor Management Relations, or BK for Grievance and Appeals. For example:

1. BA: Term Negotiations—to prepare for and negotiate a collective bargaining agreement;

2. BB: Mid-Term Negotiations—to prepare for and negotiate over issues raised during the life of a term agreement;

3. BD: Labor-Management Relations—meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, union participation in formal meetings and investigative interviews, and all other general labor relations activities consistent with 5 USC Chapter 71;

4. BK: Grievances and Appeals —to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the MSPB, EEOC, FLRA and, as necessary, to the courts.

b. Requests for official time may be completed electronically or physically using the "Official Time Request/Approval Form", which is submitted to the employee's supervisor or appropriate designee before the official time is used. Official time requests will include an estimated amount of time needed, the purpose of the request and the contact information for the representative. The Union representative will not be required to identify any possible grievant by name or provide any other information that might identify any possible grievant. When more official time is needed than was originally requested, the Union representative will make a reasonable effort to contact their supervisor and request additional official time. Upon completion of the task giving rise to the use of official time, the Union representative will return to their respective duty station and report the actual amount of official time they used, using Part 2 of the Official Time Request/Approval Form (Enclosure (1)) that the Union representative will give to the immediate supervisor or designee, and the supervisor will provide a completed copy to the Union representative.

c. To facilitate effective planning by ensuring supervisors are able to accomplish mission requirements, such as back-filling Union representatives who will be out on official time and ensuring continuity in testing, the Union representative will request official time at least seven (7) days prior to the planned official time, or as soon as practicable when the need becomes known. The supervisor shall approve a reasonable amount of official time unless precluded by mission requirements; in this case, the supervisor will inform the Union representative when the requested official time may be rescheduled.

d. It is understood that supervisor denials of timely and appropriate requests for official time because of mission requirements will not normally result in the Union missing a deadline that is within the control of the Employer. If this denial would result in the Union missing a deadline controlled by either of the Parties, the Parties agree to extend such deadline for a reasonable amount of time. It is understood that official time requests to deal with lawful timeframes should not be denied. Supervisors will not deny a timely and appropriate official time request knowing that the denial will result in the Union missing a deadline involved in labor relations matters, except in the rare circumstances when denial of the request is required for the necessary functioning of the Employer to effectively and efficiently carry out its mission. The Union will notify the supervisor when they request official time that if the supervisor denies the request the Union will miss a labor relations related deadline.

e. Unless otherwise agreed upon by the employee and the supervisor, the Union representatives will report to duty prior to departing on official time. The Union representative will normally conduct official time on the U.S. Army Yuma Proving Ground installation, absent circumstances requiring official time to be conducted off the installation. For private meetings and absent extraordinary circumstances, Union representatives agree to meet with the affected bargaining unit employee(s) at their

Union office while on official time. If the Employer suspects that official time is being abused, the CPAC Labor Relations Representative(s) will timely inform the Union President of the concern and the Union will be given the opportunity to validate the use of official time. The Union agrees that official time will be used only for authorized representational activities and the Union will cooperate with the Employer to correct any abuses of official time.

f. When the Union representative needs to request official time, and his or her supervisor is unavailable to make a decision on the request, the Union representative will request official time from their next level supervisor who is available. If an appropriate supervisor is not available, the Union representative may coordinate the use of official time with the CPAC Labor Relations Specialist.

g. Prior to entering a particular work area (other than his or her own) to meet or speak with employee(s), the representative will provide the supervisor of that work area, at least two (2) hours advanced notice of the intent to meet with employee(s) and the estimated duration necessary for the meeting. The supervisor will approve such entry into work areas provided it does not interfere with internal security of the Employer or the accomplishment of the Employer's mission.

Section 4—Allocation of Official Time

To facilitate the planning of official time which does not interfere with accomplishment of the mission of the Employer, the Parties agree that the Supervisor of a Union representative has the authority to identify blocks of official time hours normally used during an administrative work week for the Union representative to be on official time, if needed. For example, if a Supervisor determines that Mondays and Thursdays from 8:00 a.m. to 12:00 p.m. are the best hours for the employee to be on official time if needed, the Parties agree the Supervisor may designate these as normally planned official time, if needed. The supervisor will notify the Union President of these arrangements.

Section 5—Labor Relations Training for Union Representatives

a. Consistent with the requirement to accomplish its mission, the Employer agrees to grant up to 240 total hours of official time per calendar year for the Union to utilize as it deems appropriate for its representatives to attend union sponsored training in the areas of labor management relations, to include union representational duties, civilian personnel management, or other training related to labor management relations. The CPAC Labor Relations Representative(s) must determine that the training requested by the Union representative is appropriate labor relations training under this CBA prior to the Union representative's supervisor approving the training on official time. The Union may request additional hours for training, which will be considered by the Employer as appropriate. The Union President shall be responsible for requesting the use of official time for training, and the distribution and allocation of the official time for training for the Union representatives. Employees will be authorized a reasonable amount of

administrative leave, as necessary to travel to the approved training during their regularly scheduled tour of duty, and this travel time will not count against the 240 total hours of administrative leave.

b. Upon CPAC's approval, the Employer will authorize the attendance of one (1) Union representative on official time per calendar year at a training course on Union representational duties, civilian personnel management, or other subjects agreed to by the Employer. The total amount of the training paid for by the Employer will not exceed $2,500.00 (two thousand and five hundred dollars) per calendar year, which includes temporary duty travel, expenses, tuition fees and registration. Joint attendance at labor organization or Employer-sponsored training is encouraged.

ENCLOSURE (1) OFFICIAL TIME REQUEST/APPROVAL FORM (Article 10)

END OF ARTICLE

Article 11
Union Office Space and Services

Section 1—Union Office Space, Furnishings, and Equipment

a. The Employer will provide the Union, at no cost to the Union:

1. The Parties agree the Employer will provide the Union office space, preferably two offices, with the goal of the office space being no less than a combined space of 375 square feet and a greater amount of space if reasonably available. The maximum square footage is flexible if there is a space that meets the needs of the parties. The Union office location and specifics not otherwise covered in this CBA will be negotiated by the Parties in a separate agreement.

2. The Union Office Space shall be maintained the same as similar occupied office spaces located at YPG (e.g., heating, cooling, lighting, electrical accommodations, and custodial services).

3. Two telephones with separate lines and one fax machine located in the Union Office with access to the Employer's phone system with a Class A Official status, which includes Defense Service Network (DSN) access, for telephone calls within the United States by the Union to conduct authorized labor management relations activities under the Statute.

4. One computer, printer, and if necessary, printer ink cartridges or toner, and a scanner.

5. The Union Office has the ability for an Employer's authorized computer to connect to the Employer's unclassified intranet and internet system. The Union will ensure they log in to their authorized government computer account frequently enough to maintain access to the account, and comply with any applicable computer user requirements (e.g., Information Assurance training requirements). If the government issued computer in the Union Office loses access to the Employer's computer network due to inactivity, the Union will make necessary coordination with the network system administrator to reactivate their user account.

6. Two (2) office desks.

7. One (1) desk chair for each desk and two (2) visitor chairs.

8. One (1) locking file cabinet with at least four drawers.

9. One (1) locking two door supply cabinet.

b. The Union will provide its own printer paper and office supplies. At no cost to the Employer, the Union may utilize its own computers, printers, and fax machines in the

Union Office which are not connected to the YPG computer network or YPG telephone system.

Section 2—Bulletin Boards

The purpose of providing the Union space on bulletin boards is to ensure the Union has a location to post official Union sponsored materials where bargaining unit employees are assigned. The Employer will have a bulletin board in each NAF facility. The Union is authorized to use up to fifty percent of the bulletin board space. If there is more than one bulletin board in a building, the Union is authorized space on one (1) of the boards, to be designated by the Employer. In other buildings (non-NAF facility) where no bulletin boards exist and bargaining unit employees are assigned, the Union may, subject to availability of suitable space, install at its own expense, an official union bulletin board up to 24" x 24" in each building. The Union is responsible for posting, maintaining, and removing their obsolete material from the bulletin boards. The Employer will permit the Union to post appropriate e-bulletins on the Employer's Intranet site. The Union agrees that posted or distributed information will not violate any law, will not contain libelous, lewd, or offensive material, will adhere to ethical standards, will be accurate and up to date, will comply with applicable provisions of this agreement, and will not violate the security of the Employer. The Union will not remove from a bulletin board any materials which were not posted by the Union.

Section 3—Use of Inter-Office Internal Mail and Official Email

a. The Union may use the Employer's central inter-office mail system used for internal mail distribution service as long as it is available, which shall be available for reasonable use by the Union in connection with performance of its representational duties. Official time will not be approved for time spent on internal Union matters. The Union will coordinate with the Employer's central inter-office mail distribution center to arrange for the Union to drop off and pick up their mail. The availability of this mail service does not include sending or receiving mail through the United States Postal Service, or other commercial mail services such as Federal Express or United Parcel Service.

b. The Union is authorized to use the Employer's official email network for Union representational matters and internal union matters consistent with the Employer's Information Assurance (IA) policies and computer use policies. Official time will not be approved for time spent on internal Union matters. The Union will ensure that when sending correspondence via official email the Union representatives will make clear whether they are acting in an official union capacity or their employee capacity. The Union may use the e-mail system to communicate informally with employees and the Employer. The Union may send emails to their bargaining unit employees subject to reasonable limitations on the size of attachments. The Union is encouraged to utilize links instead of attachments in its group emails. The parties should be mindful of the fact that electronic mail messages are considered government records that may be accessed whenever a legitimate governmental purpose exists for doing so.

Section 4—Distribution of Union Literature

Official Union Literature distributed by the Union, which may include newsletters, fliers, or other notices, may be distributed on Employer property by Union representatives during approved official time or non-duty time in non-work areas in accordance with the Statute. Official time will not be approved for time spent on distribution of literature related to internal Union matters. Distribution shall be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union issuances.

END OF ARTICLE

Article 12
Use of Facilities & Equipment

Section 1—Access to Employer Office Space/Conference Rooms

Based on availability, and at the request of the Union, the Employer will grant access to Employer conference rooms on an "as needed" basis during the Employer's regularly scheduled administrative work week. The Union will adhere to the conference room reservation process where the conference space is located if applicable. The Union agrees to exercise reasonable care in using such space and will leave it in as clean and orderly condition as it was prior to the meeting.

Section 2—Employee Use of Employer Communications and Information Systems

a. It is understood that employees do not have the right to privacy while using any government communications and information systems equipment (e.g. telephone, computer, etc.). Employee's use of such systems is not private, or anonymous, and is subject to routine monitoring, interception, search, and disclosure by authorized officials for any U.S. Government authorized purpose. For example, should a government personal computer be used to read or respond to email sent to a non-government email address *(e.g., AOL, Yahoo, MSN etc.),* this use can be viewed by others and monitored. At any time, the U.S. Government may inspect and seize data stored on this information system.

b. Specific monitoring of personal or official use of government-owned equipment will be conducted only by authorized personnel for legitimate Employer purposes. The Parties recognize that the internet, intranet, and email traffic is traceable and identifiable as to its source; therefore, employees should be aware of the impression such use will have on the public.

c. Limited personal use of the Employer's communication and information systems is authorized.

d. Employees must ensure that personal use of government equipment does not give the appearance that they are acting in an official capacity on behalf of the Employer.

e. The Employer will provide employees with effective equipment and sufficient resources to perform the functions of their job assignments while on official travel.

f. Brief personal telephone calls at work by employees are acceptable, provided these do not interfere with work production, office efficiency, or are contrary to written policy. The Union will be notified and provided a copy of any policy change contrary to this provision.

g. Restrictions on employees carrying and using their personal electronic equipment (e.g., phones, cameras, watches, or anything that transmits data) are subject to this Article, and changes constituting negotiable changes to conditions of employment will be implemented in compliance with the Statute and the Mid-Term Bargaining Article of this CBA.

h. Union officials who are assigned a government vehicle to perform their normal daily duties on YPG are authorized to use the vehicle for required representational duties and for limited and or casual stops to conduct representational duties.

END OF ARTICLE

Article 13
Hours of Work

This Article will be administered in accordance with 5 U.S.C. Chapter 61 Hours of Work, 5 C.F.R. Part 610 Hours of Duty, Employer policy, and this Agreement.

Section 1—Definitions

a. Definitions

1. "Tour of Duty" as referenced in this CBA means the hours of a day (a daily tour of duty) and the days of an administrative work week (a weekly tour of duty) that constitute an employee's regularly scheduled administrative work week.

2. "Regularly Scheduled" work means work that is scheduled in advance of an administrative work week under the employer's procedures for establishing work weeks in accordance with 5 CFR 610.111 (5 CFR 610.102), and implemented consistent with the procedures agreed to by the Parties in this CBA.

3. "Regularly Scheduled Administrative Work Week" as referenced in this CBA for a full-time appropriated fund employee means the period within an administrative work week, established in accordance with 5 CFR 610.111, within which the employee is regularly scheduled to work (5 CFR 610.102), and implemented consistent with the procedures agreed to by the Parties in this CBA. For a part-time appropriated fund employee regularly scheduled administrative work week means the officially prescribed days and hours within an administrative work week during which the employee is regularly scheduled to work.

4. "Administrative Work Week" as referenced in this CBA means any period of seven (7) consecutive twenty four (24)-hour periods designated in advance by the Employer (5 CFR 610.102), and implemented consistent with the procedures agreed to by the Parties in this CBA.

Section 2—Tour of Duty/General Provisions

a. The Employer shall schedule the work of all employees to accomplish the mission of the agency. The Employer shall schedule an employee's regularly scheduled administrative work week so that it corresponds with the employee's actual work requirements. The general provisions in this section apply to all categories of employees, except as otherwise specified in this article.

b. Reasonable clean-up time, normally not to exceed ten (10) minutes immediately prior to the end of each tour of duty is considered hours of work.

c. If management instructs employees not to wear clothing that would identify the employee during travel to and from their duty location, management will allow reasonable duty time for the employee to change their attire.

d. The Employer will consider changes in individual schedules or assignments on a temporary basis when requested by employees to pursue further self-development activities when completion of the courses will equip the employee for more effective work.

Section 3 – Tour of Duty Nonprofessional GS Employees who are not YPG Security Police Officers and Guards and are not NAF Personnel Covered by this CBA

a. The standard regularly scheduled administrative work week for appropriated fund employees covered by this Section, is a compressed work schedule (CWS) unless otherwise specified in this CBA. The CWS under this CBA is a type of alternate work schedule (not a flexible work schedule) implemented in accordance with the Federal Employees Flexible and Compressed Work Schedules Act of 1982.

1. For GS non Family and Morale, Welfare and Recreation (FMWR) appropriated fund employees, their regular workweek and tour of duty is normally comprised of four (4) days per week, Monday through Thursday of ten (10) hour days 6:00 a.m. to 4:30 p.m. or 6:30 a.m. to 5:00 p.m. (including a thirty (30) minute unpaid lunch break), otherwise referred to as 4/10 work schedule.

2. For GS FMWR appropriated fund employees, their regular workweek and tour of duty is normally comprised of four (4) days per week, Monday through Thursday of ten (10) hour days 6:00 a.m. to 4:30 p.m. or 6:30 a.m. to 5:00 p.m. (including a thirty (30) minute unpaid lunch break), otherwise referred to as 4/10 work schedule, except as otherwise agreed to by the Parties.

3. For the GS FMWR appropriated fund employee who works at the Fitness Center his or her regular workweek and tour of duty is normally comprised of five work days per week with a variable schedule Monday through Sunday as required for mission accomplishment.

4. For the GS FMWR appropriated fund employees who work at the Child Youth and School Services (CYSS) their regular workweek and tour of duty is normally comprised of five work days per week with a schedule Monday through Friday and sometimes variable as required for mission accomplishment, subject to special events which may be conducted (e.g., teen sleepovers, parent's night out, movies in the park, aquatics programs, and FMWR hosted trips etc.).

b. Employees who desire to change their 4/10 work schedule for personal reasons (e.g., based on difficulty in meeting family obligations, health considerations, etc.) or work related reasons, may submit a written request to their supervisor for the following work schedules:

1. A regularly scheduled administrative work week of a tour of duty comprised of five (5) work days per week Monday through Friday of eight (8) hour work days, normally 7:00 a.m. to 3:30 p.m. (otherwise referred to as a 5/8 work schedule).

2. A regularly scheduled administrative work week of a tour of duty comprised of eight (8)-nine (9) hour work days and one (1)-eight (8) hour work day to fulfill the basic eighty (80)-hour work requirement per biweekly pay period. Employees will work 7:00 a.m. to 4:30 p.m. during their nine (9) hour work days. The authorized regular day off (RDO) will be a Friday and the eight (8) hour work day will be the opposite Friday of the biweekly pay period with a tour of duty from 7:00 a.m. to 3:30 p.m. (otherwise referred to as 5-4/9 work schedule).

c. Employees who desire to change their 5/8 work schedule for personal reasons (e.g., based on difficulty in meeting family obligations, health considerations, etc.) or work related reasons, may submit a written request to their supervisor for approval.

1. A supervisor will normally respond in writing within a reasonable amount of time to employee requests to change their work schedule.

d. The compressed work schedule may be adjusted by the Employer when necessary so that employees can attend and/or conduct offsite training when the times of the training would conflict with their normal compressed work schedule.

Section 4 - Tour of Duty for all Non-supervisory Department of the Army YPG GS Security Police Officers and Guards (DACP/SG) Covered by this CBA

a. A period of seven (7) consecutive days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday constitutes the regularly scheduled administrative work week. Tours of duty will cover a minimum of forty (40) hours per regularly scheduled administrative workweek for all full-time employees.

b. When making schedule changes, and for shift openings, seniority of qualified personnel will be used for DACP/SG employees working the 4/10 work schedule who will work one of the following three (3) shifts as their tour of duty during their regularly scheduled administrative work week:

1. Day Shift: 5:00 a.m. to 3:00 p.m.

2. Swing Shift: 1:00 p.m. to 11:00 p.m.

3. Mid-Shift: 10:00 p.m. to 8:00 a.m.

c. When there is a shortage of DACP or SG or Emergency Services Dispatcher personnel, the Parties mutually agree to consider utilizing an alternative twelve (12) hour day schedule comprised of three (3) twelve (12) hour days one week of the pay

period and four (4) twelve (12) hour days the other week of the pay period, with overtime pay being provided for hours of work beyond eighty (80) hours per pay period under this schedule. The Parties also agree to meet at least every ninety (90) days after the alternative schedule begins to renegotiate the continuation of this schedule if needed as mutually agreed by Parties.

d. In the event the Employer must change an employee's tour of duty on short notice for the necessary functioning of the Employer, the Employer will promptly notify the employee and the Union in writing and may implement the change for mission essential purposes prior to the conclusion of Union requested negotiations. However, if requested by the Union, negotiations will continue and the Employer will implement any subsequently agreed to language, to the extent possible. These changes will be through the use of seniority of qualified personnel.

e. Employees may trade shifts by mutual agreement and with the concurrence of the supervisor, providing it does not conflict with the provisions of this CBA. Employees requesting a shift change for hardship reasons will submit a request in writing to the Employer. For purposes of this section, a compressed work schedule could have an adverse effect on certain employees, particularly disabled employees and those who are responsible for the care of disabled family members or dependent children. Depending on the facts and circumstances in the individual case, other valid personal hardship situations may occur that could be grounds for excusing an employee from working under a compressed work schedule.

f. Employees may exchange posts and patrols providing that both employees agree and when their request has been approved by the supervisor prior to the start of the shift briefing.

g. A rotation system will be used which affords qualified employees the opportunity to rotate posts and patrols in a manner providing for equal opportunity.

Section 5 - Tour of Duty for all Non-supervisory Nonappropriated Fund (NAF) Employees Covered by this CBA

a. NAF Appointment Categories

1. Regular Employees

A regular employee serves in a continuing position on a regularly scheduled basis. Regular employees are further categorized as Regular Full-Time (RFT) employees or Regular Part-time (RPT) employees. RFT employee's workweek is forty (40) hours. RPT employees have a minimum workweek of twenty (20) hours and not more than thirty-nine (39) hours. When there is a reduction in hours of work for RPT employees, the Employer will provide the employee a minimum advance notice of seven (7) calendar days.

2. Flexible Employees

(a) A flexible employee serves in a continuing position on a scheduled or an as-needed basis. There is no upper limit to the number of hours a flexible employee may work (subject to overtime obligations and work scheduling requirements). Flexible hire employees are scheduled on an as needed basis, depending upon mission requirements; with no guaranteed hours. The Employer will ensure that every effort is made to offer consistent schedules to all NAF employees. When there is a reduction in hours of work for regularly scheduled flexible employees, the Employer will provide the employee a minimum advance notice of seven (7) calendar days. Some Flexible hire employees have been hired to meet unexpected increases in work requirements. These employees have been identified as Flexible employees who do not have specific schedules.

(b) In order to ensure that there are enough employees to meet an increase in workload, the employee must provide a phone number or numbers to their supervisor where they can be reached. This would normally be a home phone number and/or a cell phone number. Alternately, the supervisor may permit the employee to call-in to determine, if there will be a need for the employee to report for duty on a specific day. This would be appropriate if it can be determined, by a specific time, that there will be no increase in workload.

3. Limited Tenure. A regular limited tenure employee is one who has been appointed to serve full-time or part-time in a position in excess of one (1) year but with a known termination date. The term “Limited Tenure” will be added to a regular appointment when the position is required to meet special work requirements that will last in excess of one (1) year, but are known to be non- permanent and will cease to be needed upon completion of a project or a projected period of time.

b. Administrative Workweek. NAF employees regularly scheduled administrative workweek.

1. NAF employees have an administrative workweek of seven (7) consecutive calendar days.

2. For all activities paid through the NAF centralized pay system, the administrative workweek is from 12:01 a.m. Thursday through 12:00 a.m. Wednesday.

3. As necessary to meet mission requirements, certain NAF personnel may be assigned a compressed work schedule.

c. Work Schedules

1. Employee work schedules are designed to meet specific work requirements of the NAF activity. Many schedules change from week to week due to the irregularity of work requirements. Employees should make their supervisor aware of any preferences

or personal obligations they have so that management may consider those when scheduling. Normally, management will post employees' projected work schedules at least seven (7) calendar days in advance of the scheduled work period. Employees will check the posted work schedules on a weekly basis and are encouraged to acknowledge it by initialing the posted schedule. Changes to posted work schedules (including daily start and stop times) may be required for valid business related reasons. Management must effectively communicate any changes to the affected employee(s), as much in advance of the work requirement as possible.

2. Some work requirements may allow or require RFT and RPT employees to be on an established work schedule. Established work schedules are those where employees work the same days of the week and shifts of the day, to include tours of duty that have an established pattern of rotation. When determining changes to established work schedules the supervisor will consider any input from employees who are affected and discuss such input with the employee upon request.

3. A split shift is two or more work periods within the workday, excluding overtime, when the break between the work periods exceeds one (1) hour. Split shifts may be regularly utilized to meet the normal operations of the NAF Activity. Employees who are required to work split shifts must be allowed to use the time off between their shifts as they wish. If an employee is required to remain on the premises or to be available for work that may occur during the break they will be appropriately compensated for hours of work as required by the FLSA. Night differentials are paid in accordance with the appropriate laws and government wide regulations.

4. When requiring a split shift for employees who do not normally work split shifts for matters such as training or management directed meetings, management should provide as much advance written notice as possible. Employees should make their supervisors aware of any adverse impact or hardships as soon as possible so that management may consider alternatives.

5. When the daily tour of duty begins on one calendar day and extends into the next calendar day, the day on which the tour begins will identify the tour for that day; for example, a tour of duty beginning 8:00 p.m. Friday and ending 4:30 a.m. Saturday is identified as the Friday tour of duty.

6. The necessity for an irregular tour will normally be explained in advance to the employee.

7. Minimum tour of duty. The Employer will not normally schedule employees for a period of less than two (2) hours.

8. In the event the Employer must change an employee's tour of duty on short notice for the necessary functioning of the Employer, the Employer will promptly notify the employee and the Union in writing and may implement the change for mission essential purposes prior to the conclusion of Union requested negotiations. However, if

requested by the Union, negotiations will continue and the Employer will implement any subsequently agreed to language, to the extent possible.

d. Noncompetitive procedures to change an employee's employment category.

1. Noncompetitive procedures may be used to change a RPT employee to a RFT employee. Such a change can only be made when the employee remains in the same position with no change in duties and at the same grade or payband level.

(a) Flexible employee change to RPT or RFT. Flexible employees who consistently work in excess of nineteen (19) hours a week for ninety (90) days may be placed noncompetitively into a RPT appointment category, as appropriate. Also, flexible employees who consistently work forty (40) hours a week for ninety (90) days may be placed noncompetitively into a RFT appointment category, as appropriate.

(b) RPT employee change to RFT. RPT employees who consistently work forty (40) hours a week for ninety (90) days may be placed noncompetitively into a RFT appointment category, as appropriate.

e. Alternative Work Schedule (AWS) Program

1. The Parties agree these are the available AWS schedules:

a. 5-4/9 work schedules consist of a fixed schedule within a bi-weekly pay period, with a nine (9) hour work requirement for eight (8) days, an eight (8) hour work requirement for one (1) day, and an RDO to complete the basic work requirement of eighty (80) hours per bi-weekly pay period; and

b. 4-10 work schedules consist of a fixed schedule within a bi-weekly pay period, with a work requirement of four (4) 10-hour days and three (3) RDOs each week, with the RDOs falling on the same days each week, to complete the basic work requirement of eighty (80) hours per bi-weekly pay period.

2. The Employer has authority to determine which positions may use an AWS.

3. Cancellation of AWS schedule will be in accordance the Federal Employees Flexible and Compressed Work Schedule Act. (5 U.S.C. Chapter 61)

Section 6—Meal/Lunch Periods

a. Generally, meal/lunch periods are thirty (30) minutes in duration, and scheduled as close to the middle of an employee's tour of duty as possible. In cases where an employee is required to complete a task, or provide temporary coverage of the work site, the supervisor will provide a meal period as near as possible to an employees' normally scheduled meal period.

b. Meal/lunch periods may be staggered to ensure adequate coverage.

Section 7—Adjustment of Work Schedules For Religious Observance

When an employee has a sincere personal religious belief requiring that they abstain from work at certain times of the workday or workweek to accommodate their sincere religious belief, the employee may request their supervisor to authorize alternative work hours necessary for the employee to meet their religious obligations. The employees request will not be authorized if the alternative work hours interfere with the efficient accomplishment of the Employer's mission. Supervisors will promptly respond to such employee requests, normally within ten (10) calendar days. The alternate hours the employee works in lieu of their normal work schedule to accommodate their sincere religious obligations does not create any entitlement to premium pay (including overtime pay).

Section 8—General Rules for Days In-Lieu of Holidays

a. Employees will be authorized "Days In-Lieu of Holidays" in accordance with applicable laws (e.g., 5 U.S.C. 6103) and applicable regulations.

b. If a Federal holiday falls on an employee's regular workday, that work day is the paid holiday. If a full-time employee's regular day off falls on a Federal holiday, and they do not work the holiday, the employee is entitled to an "in-lieu of holiday". If the actual holiday falls on a non-work day on Monday through Saturday, the in-lieu of holiday is taken on the first workday before the holiday. If the holiday falls on a Sunday which is a non-workday, the in-lieu holiday is the first workday after the holiday. In the very rare situation where conditions described in 5 U.S.C. 6131(b) exist, the Employer may find it necessary to determine that a different "in lieu of" holiday is necessary to prevent an adverse agency impact.

c. A NAF flexible (as needed) employee is not entitled to holiday pay.

d. To be eligible for holiday pay, an employee must be in a pay status or paid time off status on their scheduled workday either before or after a holiday in order to be entitled to their regular pay for that day. Employees who are in a non-pay status for the workdays immediately before and after a holiday may not receive compensation pay for that holiday.

Section 9—Breaks

a. Subject to mission requirements and without interrupting the work of the organization, a compensable rest period of up to fifteen (15) minutes is authorized within each four (4) consecutive hours of work.

b. These rest periods are considered as time worked and compensable, therefore the employee may be required to work during these rest periods and must remain in the work area. However, employees may leave the work area during the rest period provided they have the approval of the supervisor. If the rest period is interrupted by a duty assignment, employees will be allowed to finish their break when feasible.

c. Rest periods may not be combined, banked, granted in conjunction with a meal period or taken at the end or beginning of the duty day to cause an early release or late start of the employee's duty.

d. Subject to mission requirements, work in excess of normal work schedules will include a fifteen (15) minute break period after every two (2) hours of work.

Section 10—Changes in the Employer's Alternative Work Schedule Program

It is agreed that following the implementation of this CBA, the Alternative Work Schedule (AWS) agreed to in the CBA will remain in effect until the CBA expires, unless the AWS is changed in accordance with the requirements of 5 U.S.C. 6131.

Section 11 – Work Schedule while on Temporary Duty (TDY) Travel

a. While employees are on authorized temporary duty (TDY) travel, they will be under the regularly scheduled administrative work week and tour of duty of their TDY location where they are working. When employees are on TDY for less than one (1) regularly scheduled administrative work week (e.g. for two (2) days), they will remain on their YPG regularly scheduled administrative workweek for that particular week.

b. When an employee is at a TDY location, their regularly scheduled administrative work week and tour of duty may be temporarily modified in a manner which still provides the employee their regular biweekly hours per pay period (e.g., eighty (80) hours for most employees/twenty (20) hours for NAF regular part time employees), as necessary to accomplish mission requirements. For example, when personnel are TDY to the Cold Regions Test Center (CRTC), their regularly scheduled workweek and tour of duty may be adjusted based upon testing requirements controlled by weather factors.

END OF ARTICLE

Article 14
Overtime

Section 1—General

a. Employees shall be compensated for overtime hours worked in accordance with the provisions of the Fair Labor Standards Act (FLSA), 29 U.S.C. Chapter 8 (Sections 201-219) as implemented by 5 CFR Part 551, other applicable statutes (5 U.S.C. 5542 (Title 5 Overtime Rates/Computation)), government-wide regulations (5 CFR Part 550 Pay Administration) and provisions of this CBA.

b. An employee's FLSA status as exempt (i.e., not covered) or non-exempt (i.e., covered) is reflected in the employee's position description and in the employee's SF-50 Notification of Personnel Action form or Dept. of Army Form 3434 for NAF personnel covered by this CBA. All bargaining unit positions will be determined to be FLSA "exempt" or "non-exempt" at the time the position is classified. When classification actions will result in a change to the employee's FLSA status, the Employer will notify the Union and affected employees prior to the effective date.

c. Overtime will not be distributed or withheld to reward or penalize employees.

d. When determining the employees who will perform overtime, the Employer will consider the appropriate factors of continuity in testing and support requirements, security, safety, and/or specialized skills and knowledge required for mission accomplishment.

e. The Employer will attempt to evenly distribute overtime to qualified employees in a manner which ensures mission accomplishment and maintain a roster of overtime worked and refused. A seniority roster will be maintained in accordance with Article 5 of this CBA. The Employer may utilize its timecard system to evaluate and track overtime hours worked by employees as needed.

1. Consistent with mission continuity requirements, when employees are equally qualified for overtime, the employee who has seniority based on the definition of "seniority" set forth in Article 5 of this CBA will normally be offered first consideration of the overtime opportunity ahead of employees lower in seniority.

2. The Employer may require qualified employees currently on duty to work overtime assignments before employees who are currently off duty, without the need for the Employer to request volunteers.

3. If an employee is called for overtime work and refuses to work overtime or is unavailable for reasons other than being in an authorized absence status (e.g. leave, training, Temporary Duty (TDY), military reserve commitments) the response will be recorded as an overtime refusal and that employee will not be offered overtime again

until after all the remaining personnel on the overtime roster have been offered overtime.

4. If an employee offered overtime refuses it, the next qualified employee on the roster will be offered overtime; this procedure will continue until the overtime requirement has been filled or the last qualified employee on the list has refused or accepted.

5. If the Employer attempts to contact an employee to offer overtime, but the Employer cannot reach the employee, the Employer may proceed to the next employee on the roster.

6. If no employee offered overtime voluntarily accepts it, then the Employer may direct that the employee lowest on the seniority roster will perform the required overtime.

7. Forced overtime worked immediately prior to or immediately after the employee's tour of duty will not be counted toward that employees offering on the overtime roster.

Section 2—Overtime Pay

a. In accordance with applicable laws and regulations, overtime pay for FLSA non-exempt employees is equal to one and one-half (1 ½) times the employee's hourly rate of pay.

b. Overtime pay for FLSA exempt employees is equal to one and one-half (1 ½) times the employee's hourly rate of pay. However, if the employee's rate of pay exceeds the rate for a GS-10, Step 1, including any applicable special rate of pay or special pay adjustments, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:

1. 1 1/2 times the applicable minimum hourly rate of basic pay for GS-10, Step 1; or

2. The employee's hourly rate of basic pay.

c. Additional NAF Provisions for overtime pay

1. For NAF Federal Wage System (FWS) employees (e.g., all crafts, trades, and labor positions that are paid on a locality rate basis) who are not on the CWS, overtime is paid for any time worked in a particular work day beyond 8 hours; 40 hours for a particular work week.

2. For NAF Pay Banded employees, overtime is paid for any time worked over 40 hours per week.

3. For NAF employees who are on the CWS, overtime is not paid until 80 hours are reached in a biweekly pay period.

Section 3—Types of Overtime

a. Regular Overtime. Regular overtime work means overtime work that is part of an employee's regularly scheduled administrative workweek. An employee shall be compensated for regular overtime work in 15 minute increments, in accordance with applicable law and implementing OPM regulations.

b. Irregular or Occasional Overtime. IAW 5 CFR 550.103 Irregular or occasional overtime work means overtime work that is not part of an employee's regularly scheduled administrative workweek. IAW 5 CFR 551.501 Irregular or occasional overtime work is overtime work that is not scheduled in advance of the employees workweek. Irregular or occasional overtime work is paid in accordance with 5 U.S.C. 5542, the FLSA and implementing OPM government wide regulations, the same as regular overtime work, unless the employee requests in writing to receive compensatory time off in lieu of overtime premium pay.

c. Call-Back. Call-back overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which he is required to return to his place of employment after having already concluded his tour of duty and departed the work site. It is understood that employees' safety is paramount and call-backs will be held to a minimum and that employee rest requirements will be considered. When an employee reports for duty after being called back to duty, the employee will be paid a minimum of two (2) hours of overtime, as provided for by government-wide regulation.

Section 4—Notice

If an offer or assignment of unscheduled overtime is on days outside of the employees regularly scheduled administrative workweek, to include holiday work, the Employer will normally notify the affected employee at least one day in advance, and will give due consideration to the employee's personal circumstances, subject to the requirement of fulfilling the mission of the Employer.

Section 5—Impact on Leave

a. Leave usage or balance will not be a factor in offering or assigning employees overtime. However, employees in a leave status will not be offered or assigned overtime until they return to duty. Overtime in conjunction with leave usage in the same pay period is permitted.

b. Employees may be called from an annual leave status to support critical mission requirements, if other qualified employees who are not on annual leave are available.

c. Employees on Military Leave under 5 U.S.C. 6323(a) or Court Leave under 5 U.S.C. 6322 are entitled to the same compensation they would have otherwise received but for their absence on military or court leave. This overtime duty must be regularly scheduled overtime work, which would have otherwise required the employee to work overtime.

Section 6—Pre and Post Shift Activities

a. Pre-shift and post-shift work or work related activities may be compensable under the FLSA and Government-wide regulations. A preshift activity is a preparatory activity that an employee performs prior to the commencement of his or her principal activities, and a postshift activity is a concluding activity that an employee performs after the completion of his or her principal activities. Principal activities are the activities that an employee is employed to perform. They are the activities that an employee performs during his or her regularly scheduled administrative workweek (including regular overtime work) and activities performed by an employee during periods of irregular or occasional overtime work authorized under 5 CFR 550.111.

1. If the preshift or postshift activity is closely related to an employee's principal activities, and is indispensable to the performance of the principal activities, and the total time spent in that activity is more than ten (10) minutes per daily tour of duty, all of the time spent in that activity will be credited, including the ten (10) minutes, as hours of work, and credited in fifteen (15) minute increments.

2. If the time spent in a preshift or postshift activity is compensable as hours of work, the Employer shall schedule the time period for the employee to perform that activity. An employee shall be credited with the actual time spent in that activity during the time period scheduled by the Employer. In no case shall the time credited for the performance of an activity exceed the time scheduled by the Employer. If the time period scheduled by the Employer for the performance of a preshift or postshift activity is outside the employee's daily tour of duty, the employee shall be credited with the time spent performing that activity in accordance 5 CFR 550.112 (a)(2).

b. A preshift or postshift activity that is not closely related to the performance of the principal activities is considered a preliminary or postliminary activity. Time spent in preliminary or postliminary activities is excluded from hours of work and is not compensable, even if it occurs between periods of activity that are compensable as hours of work.

Section 7 - Compensatory Time in Lieu of Overtime Pay

a. For FLSA non-exempt employees, the Employer shall provide the employee with the choice of compensatory time or overtime pay for all overtime work performed in accordance with FLSA requirements. Non-exempt employees shall not be required to accept compensatory time off in lieu of payment for any overtime work performed. For FLSA exempt employees, the Employer will consider employee initiated requests for either overtime pay or compensatory time off earned.

b. Except as provided below in this section, compensatory time off earned must be used by the end of the 26th pay period after such time was earned.

1. In accordance with 5 CFR 551.531(d) and (f), upon expiration of twenty-six (26) pay periods or upon separation of the employee from the Employer, the Employer will pay FLSA non-exempt employees for any unused compensatory time off earned in lieu of overtime pay to the employee's credit, at the overtime rate in effect when the compensatory time off was earned.

2. FLSA exempt employees' earned compensatory time off will be forfeited if not used prior to expiration of twenty-six (26) pay periods. However, if an employee is prevented from using compensatory time off due to an exigency of the Employer's business, the unused compensatory time off will be paid out at the overtime rate in effect when earned.

Section 8 - Standby Duty and On-Call

a. Standby duty. Time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes.

b. On-call status. An employee is off duty, and time spent in an on-call status is not hours of work if:

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

2. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

Section 9 – Overtime while on Temporary Duty (TDY) Travel

While TDY, employees will be compensated for all overtime work performed above their regularly scheduled administrative work week and tour of duty at their TDY location, in accordance with this Article and applicable laws and regulations.

END OF ARTICLE

Article 15
Tardiness

Section 1—Employees' Responsibility

All employees are responsible for reporting to and being ready for work at the beginning of their scheduled duty day. Employees must make every reasonable effort to be at their assigned areas and ready for work at their specified start time. Employees must notify their supervisor in a timely manner (as soon as possible) but no later than the start of the employee's scheduled work day if they will not be reporting at the beginning of their scheduled start time.

Section 2—Supervisors' Discretion

a. Supervisors are responsible for addressing the tardiness of the employees whom they supervise in compliance with applicable laws and regulations.

b. If an employee is unavoidably absent for less than one (1) hour, or tardy, the supervisor, for adequate reason, may excuse them without charge to leave.

c. Supervisors may charge an employee with absence without leave (AWOL) if the circumstances and/or reason(s) for the tardiness provided by the employee do not justify excusing their absence or approving another type of leave. The supervisor may also consider the following potential options for allowing an employee to make up the time for which they were tardy during a bi-weekly pay period, as appropriate:

1. The supervisor may allow the employee to compensate for the absence by performing additional work for an equivalent period during the same bi-weekly pay period during times determined by the supervisor, if the tardiness is a rare occasion for the employee.

2. The supervisor may approve the employee's request to charge the absence against the employee's accrued compensatory time.

3. The supervisor may approve the employee's request for annual leave, leave without pay or sick leave, if applicable for the period of absence.

4. The employee's supervisor may decline to excuse an employees' tardiness and may charge them as AWOL when their absence is inexcusable, when they have a pattern of tardiness, or when their tardiness is chronic or excessive. Employees charged with AWOL are not required to perform work for any part of the period charged.

END OF ARTICLE

Article 16
Telework

Section 1—Introduction

a. As defined by 5 U.S.C. 6501(3) the term “telework” or “teleworking” refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee’s position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

b. The Parties acknowledge that eligible employees may participate in a telework program in accordance with the Telework Enhancement Act of 2010 (5 U.S.C. Sections 6501-6506 and implementing regulations).

c. Telework is an effective strategy for mission accomplishment, ensuring continuity of operations in a crisis, and recruiting and retaining valued talent. Telework also benefits the environment by reducing traffic congestion and decreasing energy consumption and pollution.

Section 2— Limitations on Telework

a. Telework is not appropriate for the following employees:

1. The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year; or

2. The employee has been officially disciplined for violations of viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

3. Any employee whose official duties require on a daily basis (i.e., every work day):

(a) direct handling of secure materials determined to be inappropriate for telework by the Employer; or

(b) on-site activity that cannot be handled remotely or at an alternate worksite

Section 3 – Procedures

a. The Employer determines the eligibility of all employees of the Employer to participate in telework, and must ensure that telework does not diminish employee

performance or Employer operations. The Parties understand that the Employer has previously identified positions that are eligible to participate in telework. Upon an employee's request, the Employer will promptly consider whether the employee may participate in telework.

b. Prior to employees participating in telework, the employee must enter into a written telework agreement with the Employer which authorizes the employee to participate in telework and outlines the specific work arrangement that is agreed to. The employee will also complete any telework training required by the Employer prior to participating in telework.

c. Telework can be used on a routine (regular or recurring) basis or on a situational, non-routine, or ad hoc basis.

1. Routine Telework is an approved work arrangement where eligible employees work at an alternative worksite as part of an ongoing, regular, and recurring schedule, typically on an approved day or days during a bi-weekly pay period.

2. Situational Telework is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing and regular telework schedule (e.g., telework as a result of inclement weather, medical appointment, special work assignments, or to accommodate special circumstances). Telework is also considered situational even though it may occur continuously for a specific period and is also referred to as episodic, intermittent, unscheduled, or ad hoc telework.

d. The Union may provide input for management to consider on specific employee needs and requirements for coverage in a particular telework environment.

e. Equipment and Office Supplies. DoD Components should provide the necessary equipment and office supplies (e.g., paper, toner, and printer ink) for use with Government Furnished Equipment (GFE) for employees who telework on a regular and recurring basis, within budgetary constraints, based on the nature and type of work performed. Equipment and supplies may be furnished for employees who telework on a situational basis when practicable. Employees must comply with equipment usage requirements set forth in the telework agreement.

END OF ARTICLE

Article 17
Disciplinary Actions

Section 1—Scope of Disciplinary Actions Covered

a. Disciplinary actions covered by this Article are divided into the following three (3) categories:

1. Formal Letters of Written Reprimand filed in an employee's Official Personnel File (OPF).

2. Suspensions from duty without pay for fourteen (14) days or less.

3. Suspensions from duty without pay for more than fourteen (14) days, reductions in pay or grade, and removal from Federal Service (i.e. disciplinary actions appealable by appropriated fund employees to the Merit Systems Protection Board (MSPB)).

b. A "suspension" means the placing of an employee, for disciplinary reasons, in a temporary status without duties and pay.

c. Disciplinary actions involving appropriated fund employees covered by this Agreement will be taken in accordance with 5 U.S.C. Chapter 75, Sections 7501-7543 and OPM government wide regulations set forth in 5 CFR Part 752, Sections 752.201-752.406.

d. Disciplinary actions involving Nonappropriated Fund (NAF) employees covered by this Agreement will be taken in accordance with Dept. of Army Regulation (AR) No. 215-3, Subject: Nonappropriated Funds Instrumentalities Personnel Policy, Ch. 7 (16 September 2015) (hereafter AR 215-3), and any amendments thereto, and other applicable sections of AR 215-3, unless otherwise negotiated by the Parties.

e. Disciplinary actions taken against bargaining unit employees will be considered warranted only for such cause as will promote the efficiency of the service in accordance with 5 U.S.C. 7503(a) and 7513(a) as interpreted by the MSPB and the courts, and the penalty must be reasonable.

f. Disciplinary actions involving suspensions without pay, reduction in grade or pay, or removal from federal service will remain as a permanent record in the employees OPF, unless otherwise removed from the OPF by an appropriate authority.

Section 2 – Nondisciplinary Actions

a. Nondisciplinary actions are not filed in the employee's OPF but are intended to provide employees the opportunity to correct and improve their behavior, conduct, or performance, and do not constitute disciplinary action under this Article. Nondisciplinary

actions include verbal or written counseling, verbal or written warnings, verbal or written admonishments, verbal or written cautions, or verbal reprimands.

b. Nondisciplinary actions may be maintained by supervisors indefinitely. Upon request by the employee, the supervisor will consider removing from their supervisor's file documentation pertaining to nondisciplinary actions. Upon request by the employee, the supervisor will provide the employee documentation of counselings, warnings, reprimands, admonishments, or cautions retained by the supervisor, and other relevant documentation maintained by the supervisor.

c. Nondisciplinary actions as defined in this Section are not grievable under this CBA. However, if an employee disagrees with the validity of a nondisciplinary action, such as a nondisciplinary counseling, the employee will be provided the opportunity to submit to the supervisor a rebuttal of the action in writing within fifteen (15) calendar days of when the employee becomes aware of the action. The employee's rebuttal will be maintained by the supervisor with the documentation of the nondisciplinary action.

d. The following actions are also not considered to be disciplinary actions under this article:

1. NAF Business Based Actions (BBA);
2. Termination of a temporary promotion, detail, or probationary employee;
3. Separation or change to lower pay or level when voluntarily initiated by the employee;
4. Application of a revised prevailing rate schedule when there is no change to the position;
5. Actions taken as a result of an employee's abandonment of their position;
6. Termination of NAF employees based on medical or physical inability to perform the essential functions of their position, after the Employer determines that a reasonable accommodation for the employee's disability as required by applicable laws and regulations is not available;
7. Reassignment to a position with no loss of grade or pay, or as a realignment.

Section 3 – Objectives of Discipline

a. The Parties agree that discipline is an important part of maintaining an effective and efficient workforce, and correcting and improving an employee's behavior.

b. Both disciplinary and nondisciplinary actions will normally be conducted in private with only the supervisor and employee present, or with other personnel authorized by the supervisor to be present. A Union representative is authorized to be present when the employee appropriately invokes their Weingarten Rights (i.e., 5 U.S.C. 7114(a)(2)(B)), or at the Union's election when the discussion constitutes a formal discussion (i.e., 5 U.S.C. 7114(a)(2)(A)).

c. Disciplinary actions will be taken for such cause as will promote the efficiency of the service and for just cause.

d. A supervisor will normally discuss the incident which may give rise to disciplinary action with the employee prior to making a decision on whether to initiate disciplinary action, to ensure that all relevant facts are known and to afford the employee an opportunity to respond to the allegations, to include denying the allegations or explaining the basis for their actions.

e. Disciplinary actions will be taken consistent with applicable laws and regulations.

f. If the Employer believes that disciplinary action is necessary, such action will be initiated in a timely manner after the employee's supervisor becomes aware of the alleged misconduct.

g. The deciding official for disciplinary actions will normally be different from the official who proposed the action and at an equivalent or higher level of management or supervision.

h. Upon request, employees have the right to review and be provided a copy of the material relied on to support the reasons for action given in the notice of proposed disciplinary action. Upon request and when authorized by the employee, the employee's designated representative for the disciplinary action will be provided the material which is relied on to support the reasons for action given in the notice of proposed disciplinary action. When the Employer provides written notice of a proposed disciplinary action to an employee, the Employer will not simultaneously provide a copy of the Notice to the Union.

i. Under ordinary circumstances an employee against whom disciplinary action is taken will remain in a duty status in their regular position during the advance notice period. In those rare circumstances where the Employer determines that the employees continued presence in the workplace during the notice period may pose a threat to the employee or others, result in loss of or damage to government property, or otherwise jeopardize legitimate government interests, the Employer may elect one or a combination of the following alternatives:

1. Assigning employees to duties where they are no longer a threat to safety, the agency mission, or to government property;
2. Allowing employees to take leave or carrying them in an appropriate leave status (e.g., annual, sick, LWOP, or AWOL);
3. Curtailing the notice period when the Employer can invoke the crime provisions of 5 CFR 752.404(d)(1) and 5 U.S.C. 7513(b)(1);
4. Placing employees in a paid nonduty status (i.e., administrative leave) for such time as is necessary to effect the action.

j. When computing time periods involved in disciplinary actions, to include advance notice periods, the first day counted shall be the day after the event from which the time period begins to run (e.g., delivery of notice of proposed disciplinary action to an employee). The last day of the required time period shall be included (e.g., effective date of disciplinary action), unless it falls on a Saturday, Sunday or Federal Holiday, in which case the period shall be extended to include the next business day.

k. The Employer will include an "employee acknowledgement of receipt" statement on written letters of reprimand, on proposed disciplinary actions, and on disciplinary action decisions, and employees should sign and date, acknowledging receipt in the designated area of the disciplinary action. An employee's signature acknowledges receipt of the document and does not necessarily indicate agreement with the contents of the document. If an employee refuses to sign acknowledging receipt of the document, the document may be annotated to reflect that the employee was in fact provided a copy of the document and the date it was provided to the employee.

Section 4—Disciplinary Procedures

a. Written Reprimands. Written reprimands are the lowest level of discipline that will be included in an employee's OPF and issued to employees for misconduct. A written reprimand will specify the reasons for the action and does not require a prior notice to the employee. If the issuance of a written reprimand involves more discussion than the supervisor simply providing the employee the written document, then upon request by the employee a Union representative will be provided the opportunity to attend the meeting. Written reprimands should include the following:

1. A sufficiently detailed description of the violation, infraction, conduct, or offense for which the employee is being reprimanded to enable the employee to fully understand the charges against them. Such specifics as the time frame and a description of the incident giving rise to the disciplinary action should be included;

2. Identification of any aggravating factors considered in making the decision to issue the reprimand, such as any prior offenses or prior nondisciplinary action considered, and identification of any mitigating or extenuating factors considered;

3. A warning that future misconduct may result in more severe disciplinary action, to include removal from federal service;

4. The right to file a grievance under the negotiated grievance procedure of this CBA to challenge the reprimand, the date by which a grievance must be filed, the name, telephone number, and email address of the management official with whom a grievance may be filed;

5. The right to Union representation during all aspects of the grievance procedures;

6. A statement that the reprimand will be placed in the employees OPF for a specified period of time not to exceed three (3) years for appropriated fund personnel, and not to exceed two (2) years for Nonappropriated fund personnel, unless sooner removed by an appropriate authority.

b. Suspensions of 14 days or Less. For suspensions of fourteen (14) days or less, the following procedures will apply:

1. The employee will receive an advance written notice of the suspension action as far in advance as feasible, but not less than ten (10) calendar days before the decision is made. The notice must state the specific reasons for the proposed action with sufficient specificity to allow the employee to make an informed reply to the proposed action. The notice must inform the employee of their right to review the material which is relied on to support the reasons for the proposed suspension. The notice of proposed suspension must identify any aggravating factors considered in making the proposal, such as any prior offenses, past duty performance, prior nondisciplinary counseling, the seriousness of the offense, and any other relevant Douglas Factors.

2. The employee will have at least seven (7) calendar days to reply orally or in writing, or both, and to furnish affidavits and other documentary evidence in support of their reply to the proposed disciplinary action. The proposal must identify the deciding official to whom the employee may reply. The Employer may provide the employee with an extension of time in which to reply, if requested by the employee in writing, setting forth the reason(s) for the need of an extension.

3. The employee will be given a reasonable amount of duty time to prepare and present an oral and/or written response to the proposal, if the employee is in a duty status in their regular position during the advance notice period. If an oral reply is the only response provided by the employee, the deciding official should prepare a written summation of that oral reply, and will provide a copy to the employee or the employee's representative.

4. The employee is entitled to a representative of their own choosing, to include an attorney. The Employer may disallow as an employee's representative an individual whose activities as representative would cause a conflict of interest or position, or an employee of the agency whose release from their official position would give rise to unreasonable cost or whose priority work assignments preclude their release.

5. If a grievance is filed under this CBA, the employee may only represent themselves or be represented by someone authorized by the Union. It is understood that the Union is a party to all grievances filed under the terms of the negotiated grievance procedures and that the Union has the right to be represented at all grievance discussions between the Employer and the employee. When an employee's grievance is resolved, both the Union and the employee should be signatories on documents reflecting resolution of the grievance, in which case neither the employee nor the Union

may continue the grievance based on the same matter. Representatives other than the employees themselves will be confirmed in writing by the Union to the current grievance deciding official. Union representatives, who are bargaining unit employees, will be released for representational purposes in accordance with the official time article in this CBA.

6. The employee is entitled to a written decision, containing the specific reasons therefore and the effective date of the action, at the earliest practicable date. The deciding official will consider the reasons specified in the notice of proposed action, the material relied on to support the reasons for the proposed suspension, and any reply of the employee or their representative, or both, made to the deciding official.

7. The Employer will advise the employee of their right to grieve the disciplinary action under this CBA as the exclusive grievance procedures.

8. The Employer must deliver the notice of decision on the disciplinary action to the employee on or before the effective date of the action.

9. If the employee is not available to be provided the notice of proposed disciplinary action or the notice of decision, the proposal and the decision may be mailed to the employee at their last known address, in which case the notice is valid as far as the issue of delivery is concerned.

c. Suspensions of more than fourteen (14) days, Reductions in Grade or Pay and Removal from Federal Service. For suspensions of more than fourteen (14) days, reductions in pay or grade, or removals of an employee, the following procedures will apply:

1. The employee will receive an advance written notice of the suspension action as far in advance as feasible, but not less than thirty (30) calendar days before the decision is made. The notice must state the specific reasons for the proposed action with sufficient specificity to allow the employee to make an informed reply to the proposed action. The notice must inform the employee of their right to review the material which is relied on to support the reasons for the proposed suspension. The notice of proposed suspension must identify any aggravating factors considered in making the proposal, such as any prior offenses, past duty performance, prior nondisciplinary counseling, the seriousness of the offense, and any other relevant Douglas Factors. The thirty (30) days advance written notice is not applicable if: (1) a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension, including indefinite suspension; or (2) a furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities (5 U.S.C 7513(b)(1) and 5 CFR 752.404(d)).

2. The employee will have at least seven (7) calendar days to reply orally or in

writing, or both, and to furnish affidavits and other documentary evidence in support of their reply to the proposed disciplinary action. The Employer may provide the employee with an extension of time in which to reply, if requested by the employee in writing, setting forth the reason(s) for the need of an extension. The proposal must identify the deciding official to whom the employee may reply. The employee will provide their reply to the proposed disciplinary action to the identified deciding official. The seven (7) calendar day reply period is not applicable if: (1) a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension, including indefinite suspension; or (2) a furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities (5 U.S.C 7513(b)(2) and 5 CFR 752.404(b)(3)(iii)).

3. The employee will be given a reasonable amount of duty time to prepare and present an oral and/or written response to the proposal, if the employee is in a duty status in their regular position during the advance notice period. If an oral reply is the only response provided by the employee, the deciding official should prepare a written summation of that oral reply, and will provide a copy to the employee or the employee's representative.

4. The employee is entitled to a representative of their own choosing, to include an attorney. The Employer may disallow as an employee's representative an individual whose activities as representative would cause a conflict of interest or position, or an employee of the agency whose release from their official position would give rise to unreasonable cost or whose priority work assignments preclude their release.

5. If a grievance is filed under this CBA, the employee may only represent themselves or be represented by someone authorized by the Union. It is understood that the Union is a party to all grievances filed under the terms of the negotiated grievance procedures and that the Union has the right to be represented at all grievance discussions between the Employer and the employee. When an employee's grievance is resolved, both the Union and the employee should be signatories on documents reflecting resolution of the grievance, in which case neither the employee nor the Union may continue the grievance based on the same matter. Representatives other than the employees themselves will be confirmed in writing by the Union to the current grievance deciding official. Union representatives, who are bargaining unit employees, will be released for representational purposes in accordance with the official time article in this CBA.

6. The employee is entitled to a written decision, containing the specific reasons therefore and the effective date of the action, at the earliest practicable date. The deciding official will consider the reasons specified in the notice of proposed action, the material relied on to support the reasons for the proposed suspension, and any reply of the employee or their representative, or both, made to the deciding official.

7. The Employer will advise the employee of their right to grieve the disciplinary action under this CBA as the exclusive grievance procedures, or their right to challenge the action through applicable statutory procedures (e.g., MSPB), but not both.

8. The Employer must deliver the notice of decision on the disciplinary action to the employee on or before the effective date of the action.

9. If the employee is not available to be provided the notice of proposed disciplinary action or the notice of decision, the proposal and the decision may be mailed to the employee at their last known address, in which case the notice is valid as far as the issue of delivery is concerned.

10. NAF employees working in flexible positions may be separated based on business necessity with an advance written notice of seven (7) calendar days.

11. NAF employees working in flexible positions are subject to disciplinary action, to include separation, utilizing the disciplinary procedures set forth in this Article.

12. The procedures for separation of flexible employees by a business based action (BBA) who have been on the rolls of the Employer's Nonappropriated Fund Instrumentality (NAFI) for 3 consecutive years will comply with the provisions of the BBA Article of this CBA.

13. NAF employees will not be suspended from pay for more than fourteen (14) calendar days, except in the limited number of specified offenses when they may be suspended up to thirty (30) calendar days as set forth in Table 7-1 of Dept. of Army Regulation No. 215-3, Nonappropriated Funds Instrumentalities Personnel Policy (16 Sept. 2015) (e.g., unauthorized use of an official motor vehicle, sexual harassment, unlawful reprisal).

Section 5—Off-Duty Misconduct

Disciplinary action based on employee offenses committed while off duty will only be taken for such cause as will promote the efficiency of the service, and there is a clear nexus between the off-duty misconduct and the efficiency of the service.

Section 6—Allegations of Discrimination and Election of Forum

a. This CBA permits allegations of discrimination under the Federal Sector EEO complaint procedures, based on race, color, religion, sex, national origin, age, disability, genetic information, or for reprisal for prior EEO activity, to be raised by employees in the negotiated grievance procedures of this CBA, or in other various available forums.

b. Election of Forum. If an employee alleges that a disciplinary action is based, in whole or in part, on discrimination, employees may elect to use the grievance procedures of this CBA or one of the following forums when challenging the disciplinary action, but not both:

1. The employee may file an EEO complaint under Federal Sector EEO complaint procedures as permitted by applicable law and regulations; or

2. The employee may file an appeal with MSPB as permitted by applicable law and regulations; or

3. The employee may file an appeal to the Office of Special Counsel (OSC) as permitted by applicable law and regulations.

4. An employee is considered to have made their election to utilize this CBA's grievance procedure when he or she files a Step 1 grievance under this CBA.

Section 7—Investigations

a. If an employee is interviewed regarding potential misconduct, the following information will be provided to the employee:

1. The general subject of the interview or allegation;

2. Whether the employee is the subject of the investigation; or is being interviewed as a witness.

Note: In accordance with 5 U.S.C. 7114(a)(2)(B), bargaining unit employees have the right to be represented by the Union and the Union shall be given the opportunity to be present during any examination of the employee by a representative of the Employer, in connection with an investigation, if (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (2) the employee requests representation.

b. When a representative of the Employer (e.g., supervisor or investigator) interviews bargaining unit employees as witnesses concerning any grievance or any personnel policy or practice or other general condition of employment, the Employer will notify the union in advance to afford it a reasonable opportunity to be represented at the interview. Normally, the Employer will provide the Union no less than one (1) day advance notice of when the interview is scheduled.

c. Under the Brookhaven Rule, when management interviews a bargaining unit member who is a potential witness in a ULP or Arbitration hearing, the employee must be assured by management that no reprisal (discipline) will be taken if the employee declines to be interviewed. Employees who decline to be interviewed must not be coerced otherwise.

d. If the matter being investigated concerns potential criminal misconduct, the following warnings will be provided to employees, as appropriate:

1. Miranda Rights. Supervisors and other representatives of the Employer conducting administrative investigations will not normally be involved in advising employees of their Miranda Rights, because these are not criminal investigations and the employees are not being questioned during a custodial interrogation. Miranda Rights warnings are only required when an employee is being questioned by a law enforcement officer during a custodial interrogation, in which the employee is taken into custody or deprived of freedom in a significant way, concerning the employees own potential criminal misconduct. When applicable, these Miranda Rights warnings will advise employees they have the right to remain silent, that any statement they make may be used as evidence against them, and that they have the right to the presence of an attorney either retained or appointed.

2. Garrity Rights. Informs federal employees who are subjects of administrative investigations, that although they have a duty to cooperate in the Employer's investigation, to include the duty to answer questions regarding their official duties, their refusal to answer on the ground that their answers may tend to incriminate them in a future criminal proceeding, will not subject them to disciplinary action. During administrative investigations, employees may invoke their right under the Fifth Amendment of the U.S. Constitution to answer questions which might incriminate them in future criminal proceedings. In these circumstances, supervisors should not continue to question employees. However, the evidentiary value of the employees' silence may be considered in administrative proceedings as part of the facts surrounding the case. For example, an appropriate Garrity warning to an employee who is a subject of an investigation would be as follows:

> "*You are being asked to provide information as part of an internal and/or administrative investigation. This is a voluntary interview and you do not have to answer questions if your answers would tend to implicate you in a crime. No disciplinary action will be taken against you solely for refusing to answer questions. However, the evidentiary value of your silence may be considered in administrative proceedings as part of the facts surrounding your case. Any statement you do choose to provide may be used as evidence in criminal and/or administrative proceedings*".

3. Kalkines Rights/Warnings. Advises that the possibility of criminal prosecution has been removed, usually by a declination to prosecute by the Department of Justice, and that the employee is required to answer questions relating to the performance of his or her official duties or be subject to disciplinary action. If the employee's statements would only be used to determine whether administrative discipline is appropriate, and there is no foreseeable criminal culpability on the part of the employee, then a Kalkines Warning would be appropriate. The Kalkines Warnings will typically only apply after there has been a requirement to provide the employee Garrity Warnings. For example, an appropriate Kalkines Rights/Warning to an employee who is a subject of an investigation would be as follows:

"*You are being questioned as part of an internal and/or administrative investigation. You will be asked a number of specific questions concerning your official duties, and you must answer these questions to the best of your ability. Failure to answer completely and truthfully may result in disciplinary action, including dismissal. Your answers and any information derived from them may be used against you in administrative proceedings. However, neither your answers nor any information derived from them may be used in criminal proceedings, except if you knowingly and willfully make false statements.*"

END OF ARTICLE

Article 18
Grievance Procedures

Section 1 - Purpose

This Article provides procedures for the Parties to settle grievances expeditiously and in a fair and simple manner. Every effort will be made to settle grievances at the lowest possible level of the grievance procedure. Alternative Dispute Resolution (ADR) processes, including mediation, may be used at any stage in a grievance upon mutual agreement of the Parties. If ADR/mediation is used, the grievance time limits are suspended until the conclusion of the ADR process. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking resolution of grievances. This Article will be administered in accordance with this CBA, 5 U.S.C. Chapter 71, and other governing laws.

Section 2 - Definitions

a. For Grievance purposes "days" means calendar days.

b. Grievance means any complaint:

1. By any employee concerning any matter relating to the employment of the employee;

2. By the Union or the Employer concerning any matter relating to the employment of any employee; or

3. By any employee, the Union, or the Employer concerning:

(a) The effect, or interpretation, or a claim of breach, of a collective bargaining agreement; or

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

Section 3 - General

a. To be accepted, a Step 1, Step 2, and Step 3 grievance will be filed in writing, this includes email, and will make clear the Step of the grievance process being invoked by the Union and/or the employee, and will contain the following information:

1. A grievance filed by an employee will contain the printed name of the employee. A grievance filed by the Union on behalf of an employee will contain both the employee's printed name and the Union representative's printed name. A grievance

filed by the Union in its own right will be signed by the Union representative whose name will also be printed on the grievance;

2. Date the grievance is submitted;

3. State whether it is a Union grievance or Employee grievance;

4. A statement of the circumstances giving rise to the grievance, including the date the alleged grievance arose, the responsible management official(s) alleged to be involved, an explanation of the specific alleged wrongful acts, and a sufficiently detailed statement of the specific issue(s);

5. The specific article and section of this CBA alleged to have been violated, and/or the law, rule, policy, or regulation claimed to have been violated or the specific condition of employment in contention;

6. If possible, documents which provide support for the grievance;

7. Specific relief requested. An employee's requested grievance remedy must be personal and may not include a request for disciplinary action against other employees or other actions affecting another employee;

8. Whether the employee will be self-represented, will be represented by the Union, or whether the employee will be represented by another party authorized by the Union; and

9. The name and contact information of the specified Union representative or other representative authorized by the Union, if any, to include the representatives telephone number and/or email address.

a. The procedures set forth in this Article, except as provided in Section 5 below, will be the exclusive grievance procedures available to employees and to the Parties for the resolution of grievances.

b. Bargaining unit employees have the right to be represented by a Union representative in the processing of any grievance filed under the provisions of this Article, and to be accompanied by a Union representative at any meeting between the employee and a representative of the Employer regarding the grievance.

c. Bargaining unit employees also have the right to file and process a grievance under these procedures without Union representation. The Union has the right to be present and participate during any meeting held between representatives of the Employer and bargaining unit employees to discuss any grievance under this CBA. Upon request by the Union, the Employer will provide the Union copies of documents considered by the Employer in making a decision on the grievance.

d. In the event either Party should declare a grievance as not grievable under the law or this CBA, the Party claiming that the matter is not grievable will inform the other Party in writing that the matter is not grievable and reason for which the matter is not grievable prior to either Party invoking arbitration. If either Party does not timely declare a matter as not grievable, the Party shall be deemed to have waived their right to declare a matter as not grievable if the grievance proceeds to arbitration.

e. For all grievances that are denied, the Employer's decision letter will identify the next Step grievance deciding official.

f. When an employee files a grievance, a Union representative must be allowed to be present when the Employer is discussing a grievance with the employee.

g. Any grievance not satisfactorily settled under these CBA grievance procedures shall be subject to binding arbitration which may be invoked by either the Union for a Union/Employee grievance or by the Employer for an Employer grievance, but not by the employee.

h. No specific document form is required to be used when submitting or responding to a grievance, other than to be in writing in accordance with this CBA.

i. There is no right to a hearing or to call witnesses at a grievance meeting with the deciding official, although grievance deciding officials may allow witnesses to be called during a grievance meeting at their discretion as believed necessary.

Section 4 - **Exclusions**

The following are specifically excluded from coverage of this Article:

a. Any claimed violation of Subchapter III of 5 U.S.C. Chapter 73 relating to prohibited political activities;

b. Retirement, life insurance, or health insurance;

c. A suspension or removal under 5 U.S.C. 7532 necessary in the interests of national security;

d. Any examination, certification, or appointment;

e. The classification of any position that does not result in the reduction in grade or pay of an employee;

f. Reduction In Force (RIF) actions IAW 5 CFR Part 351;

Section 5 - **Election of Procedures and Forum**

a. Merit System Protection Board (MSPB) Appellate Procedures or Grievance Procedures. In accordance with 5 U.S.C. 7121, an employee may raise matters covered under 5 U.S.C. 4303 (unacceptable performance) and 5 U.S.C. 7512 (suspensions of more than fourteen (14) days, removals, furloughs without pay for thirty (30) days or less, or reductions in pay or grade) under either the appellate procedures of 5 U.S.C. 7701 or the negotiated grievance procedure in this CBA, but not both. An employee will be deemed to have exercised the employee's option to raise a matter under either the applicable MSPB appellate procedure or the negotiated grievance procedure at such time as the employee timely files a notice of MSPB appeal under the applicable appellate procedure or files a Step 1 grievance in writing in accordance with this Article, whichever event occurs first.

b. Office of Special Counsel Statutory Procedures or Grievance Procedures. An employee affected by a prohibited personnel practice or discrimination may raise the matter under the Office of Special Counsel statutory procedure or the negotiated grievance procedure, but not both. An employee will be deemed to have exercised the employee's option at such time as the employee timely files a Step 1 grievance in writing or initiates an action under the applicable statutory procedure.

c. Federal Sector Equal Employment Opportunity (EEO) Complaint Procedures or Grievance Procedures. This CBA permits allegations of discrimination under the Federal Sector EEO complaint procedures, based on race, color, religion, sex, national origin, age, disability, genetic information, or for reprisal for prior EEO activity, to be raised by employees in the negotiated grievance procedures of this CBA. An employee wishing to file an EEO complaint or a grievance on a matter of alleged employment discrimination must elect to raise the matter under either the federal sector EEO complaint procedures (5 CFR, Part 614) or the negotiated grievance procedures of this CBA, but not both. An employee's election to proceed under this CBA's grievance procedures is indicated by the filing of a timely Step 1 grievance. An employee who elects to use the grievance procedures of this CBA may not thereafter file a discrimination complaint on the same matter under the federal sector EEO complaint procedures, irrespective of whether the Employer has informed the employee of the need to elect or of whether the grievance has raised an issue of discrimination. An employee's election to proceed under the federal sector EEO complaint procedures is indicated by the filing of a formal EEO complaint. Any such EEO complaint filed after a Step 1 grievance has been filed on the same matter shall be dismissed without prejudice to the employee's right to proceed through the negotiated grievance procedure.

Section 6 - Exclusivity

a. Grievances covered by this CBA may be initiated by employee(s) and/or their Union representative or by the Employer. Representation of bargaining unit employees

shall be the sole and exclusive authority of the Union. Only the Union is authorized to represent an employee during a grievance filed under this CBA, unless the Union specifically authorizes in writing another authorized representative e.g., attorney for the employee.

b. Except as provided by law, the grievance procedures of this Article are the exclusive procedures available to bargaining unit employees, the Union, or the Employer for the resolution of grievances within its scope.

Section 7 - **Representation**

a. Anyone whom the Union has designated, for a particular issue is the representative of the Union for that issue; otherwise, the AFGE National President or an official to whom authority has been delegated in writing by the AFGE National President, is to be considered as the exclusive representative. Similarly, anyone who the Employer has designated as the Employer's representative for a particular issue is the representative of the Employer for that issue.

b. The Union has the right to be present during any discussions between the employee and representatives of the Employer regarding an employee's grievance under this CBA. If the Union is not the designated representative of an employee who files a grievance, the Employer will forward a copy of the grievance to the Union within seven (7) calendar days of the Employer's receipt of the grievance. The Employer will provide the Union advance notice of any grievance meeting/discussion between the employee who files the grievance and a representative of the Employer. A copy of each grievance decision will be timely provided to the Union and to an employee who files a grievance.

c. In situations where the employee(s) and representative are on different work schedules and/or locations, the Parties will make every reasonable effort to schedule all steps in the grievance process to be held within the common work times of the grievant and representative unless the Parties mutually agree otherwise; this may include making temporary adjustments to either the employee's or the representative's work schedule as necessary to allow the employee and their representative to be present during grievance discussions.

Section 8 - Procedures

a. Employer Grievances

1. Step 1:

a. Employer grievances will be filed in writing in accordance with this CBA directly with the AFGE Local 2104 President or designee within thirty (30) calendar days of the date of the action being grieved or the date the Employer first knew or reasonably

should have known of its occurrence.

b. A meeting may be held by mutual agreement within ten (10) calendar days of filing the grievance.

c. Union responses to Employer grievances will be provided in writing within twenty (20) calendar days of the meeting, if one is held, or within twenty (20) calendar days of filing the grievance, if no meeting occurs.

2. Step 2: If the Employer is dissatisfied with the Union's decision, it may invoke the Employer's right to arbitration in accordance with the Arbitration Article of this CBA.

b. Union Grievances

1. Step 1:

a. Union grievances will be filed in writing in accordance with this CBA directly with the Labor Relations Specialist, Civilian Personnel Advisory Center (CPAC), U.S. Army Yuma Proving Ground within thirty (30) calendar days of the date of the action being grieved or the date the Union first knew or reasonably should have known of its occurrence.

b. A meeting may be held by mutual agreement within ten (10) calendar days of filing the Step 1 grievance.

c. Employer responses to Union grievances will be provided in writing within twenty (20) calendar days of the meeting, if one is held, or within twenty (20) calendar days of filing the grievance, if no meeting occurs.

d. Union grievances under this CBA are limited to the following four (4) categories of complaints:

(1) A disciplinary action involving removal, reduction in grade, and suspensions of fifteen (15) days or more.

(2) Grievances based on Employer violations of this CBA directly affecting more than one (1) employee's conditions of employment, except issues involving official time may be the subject of a Union grievance even if only one (1) employee is involved.

(3) Grievances based upon Employer actions allegedly constituting an Unfair Labor Practice (ULP) under the Statute for which the Union chooses to elect to utilize the grievance procedures under this CBA in lieu of the ULP procedures of the Statute.

(4) Grievances based on the Parties' disagreement regarding the interpretation of the provisions of this CBA.

2. Step 2: If the Union is dissatisfied with the Employer's Step 1 decision, it may invoke the Union's right to proceed directly to arbitration in accordance with the Arbitration Article of this CBA.

c. Employee Grievances: The Parties agree that it is preferable for workplace issues to be resolved informally at the lowest organizational level possible. Therefore, the Parties encourage employees to seek informal resolution of concerns with their first level supervisor prior to filing a grievance under this procedure. Similarly the Parties encourage supervisors and union representatives to seek informal resolution of their concerns at the lowest management and Union organizational level possible without the need for either Party to file a formal grievance (e.g., immediate supervisors working directly with Union area Stewards to resolve issues). The following 3 Steps will be followed for the processing of all employee grievances under this CBA.

1. Step 1:

(a) When an employee or the employee's Union-designated representative file a Step 1 grievance, the grievance must be filed in writing, in accordance with the provisions of this Article. The grievance must be filed with the Step 1 grievance deciding official within thirty (30) calendar days of the date the employee or Union first knew or should have known of the action being grieved. When possible, the employee or the Employee's Union Representative will provide a copy of the grievance to the CPAC Labor Relations Specialist, CPAC Chief, or designee.

(b) The deciding official for the Step 1 grievance will be the Employee's immediate Supervisor, or the Employee's next level Supervisor who has not been involved previously in the decision of the matter being grieved.

(c) A meeting may be held by mutual agreement within ten (10) calendar days of filing the grievance in an attempt to resolve the grievance prior to issuing a grievance decision. The Step 1 grievance decision will normally be issued in writing within twenty (20) calendar days after the date of the meeting or, if no meeting is held, within twenty (20) calendar days after receipt of the grievance.

2. Step 2:

(a) When an employee or the employee's Union-designated representative file a Step 2 grievance, the grievance must be filed in writing, in accordance with the provisions of this Article. The grievance must be filed within fifteen (15) calendar days of the date the Step 1 decision is issued. If the Employer has not issued a Step 1 grievance decision within twenty (20) calendar days of the meeting between the Parties to discuss the Step 1 grievance or within twenty (20) calendar days of having received the Step 1 grievance decision, then the grievant/Union Representative may file a Step 2

grievance, or may await the issuance of a Step 1 grievance decision before filing a Step 2 grievance. A meeting may be held by mutual agreement within ten (10) calendar days of filing the grievance in an attempt to resolve the grievance prior to issuing a grievance decision. The Step 2 grievance decision will normally be issued in writing within twenty (20) calendar days after the date of the meeting or, if no meeting is held, within twenty (20) calendar days after receipt of the grievance. If the Employer needs more than twenty (20) calendar days to issue the Step 2 decision, the Parties may mutually agree upon an extension. When possible, the employee or the Employee's Union Representative will provide a copy of the grievance to the CPAC Labor Relations Specialist, CPAC Chief, or designee.

(b) The deciding official for the Step 2 grievance will be the following officials:

(1) For YPG Army Test and Evaluation Command (ATEC) personnel not assigned to Yuma Test Center (YTC): YPG Chief of Staff, or designee.

(2) For YPG ATEC personnel assigned to YTC: YTC Commander, or designee.

(3) For YPG Installation Management Command (IMCOM) General Schedule (GS) and Nonappropriated Fund (NAF) personnel: Garrison Manager, U.S. Army Garrison, Yuma, or designee.

(4) For U.S. Army Sustainment Command (ASC) Logistics Readiness Center personnel: Executive Officer 404th Army Field Support Brigade, Joint Base Lewis McChord, WA, or designee.

(5) For U.S. Army YPG Health Clinic personnel: Deputy Commander for Clinical Services, Weed Army Community Hospital, Fort Irwin, CA, or designee.

(6) For U.S. Army Test, Measurement and Diagnostic Equipment (TMDE) Activity personnel: Director, U.S. Army TMDE Activity, Region West, White Sands Missile Range, NM, or designee.

(7) For U.S. Army Mission and Installation Contracting Command (MICC) personnel: Director, MICC, YPG, or designee.

(8) For Military Free Fall School personnel: Commander, 2nd Battalion, 1st Special Warfare Training Group, Special Warfare Center and School, U.S. Army Special Operations Command, Fort Bragg, NC, or designee.

(9) If the Command organizational structure changes regarding the above identified Step 2 deciding official, the Step 2 deciding official will normally be at substantially the same organizational level as the deciding official identified above.

3. Step 3:

(a) When an employee or the employee's Union-designated representative file a Step 3 grievance, the grievance must be filed in writing, in accordance with the provisions of this Article. The grievance must be filed within fifteen (15) calendar days of the date the Step 2 decision is issued. A meeting may be held by mutual agreement within ten (10) calendar days of filing the grievance in an attempt to resolve the grievance prior to issuing a grievance decision. The Step 3 grievance decision will normally be issued in writing within twenty (20) calendar days after the date of the meeting or, if no meeting is held, within twenty (20) calendar days after receipt of the grievance. If the Employer has not issued a Step 3 grievance decision within twenty (20) calendar days of receiving the Step 3 grievance, then the Union may invoke arbitration under this CBA, or may await issuance of the Step 3 grievance decision before invoking arbitration. If the Union is dissatisfied with the Employer's decision, it may request arbitration in accordance with the Arbitration Article of this CBA. If the Employer needs more than twenty (20) calendar days to issue the Step 3 decision, the Parties may mutually agree upon an extension. When possible, the employee or the Employee's Union Representative will provide a copy of the grievance to the CPAC Labor Relations Specialist, CPAC Chief, or designee.

(b) The deciding official for the Step 3 grievance will be the following officials:

(1) For YPG Army Test and Evaluation Command (ATEC) personnel not assigned to Yuma Test Center (YTC): YPG Commander, or designee.

(2) For YPG ATEC personnel assigned to YTC: YPG Commander, or designee.

(3) For YPG Installation Management Command (IMCOM) General Schedule (GS) and Nonappropriated Fund (NAF) personnel: YPG Commander, or designee.

(4) For U.S. Army Sustainment Command (ASC) Logistics Readiness Center personnel: Deputy Commander, 404th Army Field Support Brigade, Joint Base Lewis McChord, WA, or designee.

(5) For U.S. Army YPG Health Clinic personnel: Commander, Weed Army Community Hospital, Fort Irwin, CA, or designee.

(6) For U.S. Army Test, Measurement and Diagnostic Equipment (TMDE) Activity personnel: Deputy Executive Director, U.S. Army TMDE Activity, Redstone Arsenal, AL, or designee.

(7) For U.S. Army Mission and Installation Contracting Command (MICC personnel: 418th Contracting Support Brigade, Deputy/Technical Director, MICC, Fort Hood, TX, or designee.

(8) For Military Free Fall School personnel: 1st Special Warfare Training Group, Special Warfare Center and School, U.S. Army Special Operations Command, Fort Bragg, NC, or designee.

(9) If the Command organizational structure changes regarding the above identified Step 3 deciding official, the Step 3 deciding official will normally be at substantially the same organizational level as the deciding official identified above.

4. If a grievance filed is based on the alleged wrongful acts of a management official whose next level supervisor is a designated Step 2 grievance deciding official, the Step 1 grievance stage will be bypassed and the grievance will proceed directly to the Step 2 stage (e.g., a grievance filed against the U.S. Army Garrison-Yuma Deputy Garrison Manager would proceed directly to the U.S. Army Garrison-Yuma Garrison Manager at the Step 2 grievance stage). If a grievance is filed based on the alleged wrongful acts of a designated Step 2 grievance deciding official, and there is no next level supervisor who has not been involved in the action, then the grievance will proceed directly to the Step 3 grievance deciding official (e.g., a grievance filed against the U.S. Army Garrison-Yuma Garrison Manager would proceed directly to the YPG Commander at the Step 3 grievance stage). If a grievance is filed based on the alleged wrongful acts of a designated Step 2 grievance official, the Step 1 official will be the next level supervisor who has not been involved in the action and the Step 2 stage will be bypassed with the grievance proceeding directly to the Step 3 deciding official after the Step 1 decision (e.g., a grievance filed against YPG Chief of Staff would go to the YPG Technical Director as the Step 1 official and then to the YPG Commander as the Step 3 grievance official with no Step 2 stage involved). All grievances will be final and binding after the designated Step 3 official issues a decision, unless arbitration is invoked by the Union in accordance with this CBA.

c. Disciplinary actions

1. Employee grievances challenging suspensions and removals may be filed directly at Step 3 grievance procedure of this CBA.

Section 9 - Failure to Pursue Grievances

a. Failure on the part of an aggrieved employee or the Union to timely prosecute the grievance at any step of this Article will have the effect of nullifying the grievance. Grievances that fail to comply with the provisions of this Article will not be accepted and may be returned to the grievant and/or Union as appropriate for the required information. The applicable time limits may be extended by mutual agreement.

b. If the Employer does not issue a decision on a properly filed grievance within the time limits set forth in any step of the Grievance procedure, it will be considered a denial of the grievance and permit the aggrieved employee or the Union to move to the next step of the grievance procedure, or permit the employee or the Union to wait for the grievance decision to be issued before proceeding to the next step.

Section 10 - **Grievance Decisions**

All grievance decisions will be in writing and state the rationale for the decision.

Section 11 - **Withdrawal**

The Union, acting as the responsible representative of all employees in the bargaining unit may at any Step of the grievance procedure, on a nondiscriminatory basis withdraw any grievance.

Section 12 - **Appeal of Adverse Decisions/Arbitration**

Unfavorable decisions issued at the final Step of the grievance process for employees and the Union may be submitted to arbitration only by the Union. Unfavorable decisions issued by the Union for Employer grievances may be submitted to arbitration only by the Employer.

END OF ARTICLE

Article 19
Arbitration

Section 1—Purpose

This Article shall be administered in accordance with the Federal Service Labor Management Relations Statute, Title 5, U.S.C. Chapter 71, and this CBA. This Article establishes the procedures for the arbitration of disputes between the Union and Employer that are not satisfactorily resolved by the negotiated grievance procedure Article of this CBA. A referral to arbitration can be made only by the Union or the Employer.

Section 2—Arbitration Procedures

a. The Union or the Employer may invoke arbitration by serving written notice on the other Party within thirty (30) calendar days following receipt of a final decision under the Negotiated Grievance Procedure. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration. Notice by email is acceptable. The Union will provide the written notice to the YPG CPAC Labor Relations Specialist or the YPG CPAC Chief or designee. The Union's notice to the Employer will identify the Union's representative. The Employer will provide the written notice to the AFGE Local 2104 President or designee and will identify the Employer's representative for the arbitration.

b. Within thirty (30) calendar days after invoking arbitration, the moving Party shall request a list of arbitrators from the FMCS by submitting a completed FMCS Form R-43, "Request for Arbitration Panel." The Parties will request a list using the Metropolitan option for arbitrators within Arizona and the surrounding areas. A copy of the request to FMCS will be served in writing on the other Party when submitted.

c. Within ten (10) calendar days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. The Parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one (1) name remains. The person whose name remains shall be selected as the arbitrator. The Parties will take turns on who will strike first, and they will use the coin toss method if there is no record of who struck first the last time the Parties were involved in arbitration.

d. In the event either Party refuses or fails to meet with the other Party within fifteen (15) calendar days from receiving the list of arbitrators from the FMCS or otherwise refuses to participate in the selection of an arbitrator, by inaction or undue delay, the other Party shall be empowered to make a unilateral selection of an arbitrator to hear the case.

e. Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the

hearing. The arbitration hearings shall be held at the U.S. Army Yuma Proving Ground, Yuma, Arizona, during the regularly scheduled tour of duty of the regularly scheduled compressed administrative workweek agreed to under this CBA. Absent cooperation from both Parties, either Party may move the arbitration process forward.

f. The Parties will be provided the opportunity to submit written closing statements/post hearing briefs.

g. The Parties may agree to use stipulations of fact and stipulations of expected testimony.

h. The arbitrators authority is limited to deciding the issue or issues in question relating to the formal grievance. If the Parties fail to frame the issue for arbitration then each Party shall submit a separate statement of the issue to the arbitrator and the arbitrator shall determine the issue or issues to be heard. The Parties agree that the issue(s) to be arbitrated will be consistent with the issue(s) presented during the grievance procedure.

Section 3—Grievability/Arbitrability

a. The arbitrator has the authority to make all grievability and/or arbitrability determinations. For an arbitrator to hear and decide a grievance, the matter must be arbitrable. Arbitrability means that the grievance must have been processed in accordance with the procedural requirements of this CBA, and the dispute must substantively involve an issue that is a proper subject for arbitration. If not properly challenged a hearing will be held to decide the case on the merits. Either Party may challenge the arbitrability based on its procedural or substantive grounds, or both.

b. Any allegations of grievability/arbitrability will normally be heard as threshold issues in the hearing. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by the Party's written submissions, and decided by the arbitrator prior to a hearing on the merits of the underlying grievance.

Section 4—Witnesses and Parties

a. Current employees of the Employer who are to provide testimony at arbitration hearings, to include the grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, will be in a paid duty status if they are currently in a paid duty status and will be excused from duty. Employees required to travel on temporary duty will be provided travel and per diem expenses to the extent necessary to participate in the arbitration hearing as authorized by law and regulation.

b. The Employer shall ensure that all witnesses who are employed by the Employer are available for the hearing. The Employer will adjust an Employee's tour of duty if necessary to ensure their availability to testify.

c. In order to help ensure the availability of witnesses, the Union must provide the Agency representative, in writing, a list of union witnesses sufficiently in advance to coordinate their schedule.

Section 5—Authority of Arbitrator

The arbitrator's decisions shall be final and binding, subject to the Parties' right to file exceptions to an award in accordance with law. However, the arbitrator shall be bound by the terms of this CBA and shall have no authority to add to, subtract from, alter, amend, or modify any provision of this CBA. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

Section 6—Ex Parte Communication with Arbitrator

There will be no communication with the arbitrator unless both Parties are participating in the communication.

Section 7—Computation of Time

In computing periods of time for the purpose of this Article, the first day of counting will be the day after the act or event from which the time period begins to run. The last day of the period shall be included unless it falls on a Saturday, Sunday or Federal Holiday, in which case the period shall be extended to include the next business day.

Section 8—Arbitrator's Award

The arbitrator will be requested to render a decision as quickly as possible, but no later than (30) calendar days after the conclusion of the hearing or after receipt of official transcript when one is taken, unless the Parties mutually agree to extend the time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding.

Section 9—Costs of Arbitration

a. The Parties agree to share equally the cost of arbitration, including but not limited to reasonable expenses of the arbitrator.

b. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation, and must be responsible for making the arrangements for the attendance of the court reporter. The declining Party waives any and all rights to the transcript obtained at the expense of the other Party unless the declining Party agrees to pay its share of the cost.

c. If prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

Section 10—Attorney Fees and Expenses

a. NAF personnel: If an employee as a prevailing party, on the basis of a timely appeal or an administrative determination, is found by appropriate authority under applicable law, rule regulation, or this collective bargaining agreement, to have been affected by an unjustified or unwarranted personnel action, which has resulted in the withdrawal or reduction of all or part of the pay, allowances, and/or differentials of the employee, upon correction of the unjustified or unwarranted personnel action, the employee may be granted the following:

(1) An amount equal to all or any part of the pay, allowances, and/or differentials, as applicable, which the employee normally would have earned or received during the associated period(s) if the personnel action had not occurred, less any amounts earned by the employee through other employment during that period; and reasonable attorney fees as determined by an arbitrator.

(2) In the interest of justice, reasonable attorney fees as determined by an arbitrator.

b. Appropriated Fund Personnel: The Employer is responsible for reasonable attorney fees and expenses as awarded by Arbitrators consistent with the Back Pay Act or case precedent.

c. All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the Parties.

Section 11 – Mediation

a. Prior to invoking arbitration under this CBA, the Parties may mutually agree to request the assistance of the Federal Mediation and Conciliation Service (FMCS) in an attempt to resolve their grievance, and the Parties will act expeditiously and in good faith with a sincere desire to resolve the grievance by mediation.

b. In the event FMCS confirms in writing that the mediation is unsuccessful due to impasse, any time limits in this CBA will be extended as necessary to permit the grievance to proceed to arbitration.

END OF ARTICLE

Article 20
Personnel Records

Section 1— Electronic Official Personnel Folder (eOPF)

a. The eOPF is an electronic version of an employee's paper Official Personnel Folder (OPF) containing appropriate civilian personnel records and a system for accessing the electronic folder online. Civilian personnel records are any records concerning an individual which are maintained and used in the personnel management or personnel policy setting process. These include records that relate to the supervision over, and management of, Federal civilian employees; records on the general administration and operation of human resource management programs and functions; as well as records that concern individual employees.

b. The official personnel files of employees will be managed in accordance with applicable laws and regulations, to include 5 C.F.R. Part 293, which establishes policies and minimum requirements governing the creation, development, maintenance, processing, use, and disposition of personnel records.

c. Employees have the right to examine the contents of their eOPF consistent with applicable laws and regulations.

END OF ARTICLE

Article 21
Performance Rating System

Section 1

a. The intent of this Article is to implement the Department of Defense (DoD) Performance Management and Appraisal Program (DPMAP) required by Section 1113 of the National Defense Authorization Act for FY10 (Public Law 111-84, 5 U.S.C. 9902) and to be applicable to any DoD performance rating system which may replace DPMAP, subject to the Parties completing any additional labor relations obligations required under the Statute.

b. The purpose of an employee performance rating system (hereafter system) and this Article is to:

1. Provide a framework for supervisors and managers to communicate expectations and job performance to employees.

2. Link individual employee performance to organizational goals.

3. Facilitate a fair and meaningful assessment of employee performance.

4. Establish a systematic process for planning, monitoring, evaluating, recognizing and rewarding employees for performance that contributes to mission success.

5. Nurture a high-performance culture that promotes meaningful and ongoing dialogue between employees and supervisors and hold both accountable for performance of mission requirements.

6. Support and be consistent with merit system principles in Section 2301 of Title 5, U.S.C.

Section 2

a. The system will be a positive building block in the foundation of a relationship between the Employer, performance rating officials and employees, based on shared interests and mutual objectives. An employee's performance rating will be based upon their job performance compared to established performance standards.

b. Performance standards for appropriated fund employees will be established in accordance with OPM government wide regulations. Performance standards for Nonappropriated fund employees will be established in accordance with DoD and implementing Army guidance.

c. Terms used in this Article that relate to the Employer's performance system, to include, but not limited to "appraisal," "critical element," "performance standard," "performance rating," or "unacceptable performance" will, to the extent applicable, have the same meaning as in OPM government wide regulation and as in the DoD wide DPMAP Instruction (DoDI 1400.25 Vol. 431, Glossary Section G2).

Section 3

The Parties recognize that performance standards are nonnegotiable. However, upon the Union's request, the Parties will periodically meet, at a mutually agreeable time, to discuss non-binding recommendations regarding implementation of the Employer's performance system.

Section 4 - Appraisals

a. Appraisal Pattern

1. For appropriated fund personnel. The current DoD performance Management and Appraisal Program uses a three-level rating pattern, Summary Level Pattern B, as identified in section 430.208(d)(l) of title 5 CFR, and the performance rating levels (also known as "summary level's") listed in table 1(below) must be used.

Table 1- Appropriated Fund Performance Rating Levels

Level 5 – Outstanding
Level 3 – Fully Successful
Level 1 – Unacceptable

2. For Nonappropriated Fund personnel (NAF). The current performance system for the Employer's NAF personnel uses a five-level rating pattern, to indicate the level of performance.

Table 2- Nonappropriated Fund Performance Ratings

Outstanding
Excellent
Satisfactory
Minimally Satisfactory
Unsatisfactory

b. Appraisal Cycle

1. For Appropriated Fund Personnel. The appraisal cycle for employees covered by the DoD Performance Management and Appraisal Program is from April 1 through March 31 of each calendar year. A rating of record is final when it is signed by the employee's supervisor, in his or her capacity as rating official and where required by Component policy, by a higher level reviewer (HLR). A rating of record for appropriated fund personnel that is finalized on or before June 1 will be effective June 1.

2. For Nonappropriated Fund Personnel. The appraisal cycle for NAF employees is:

(a) All Prevailing Rate Employees (NA/NL/NS) – From October 1 through September 30 of each calendar year.

(b) Pay Band Employees (NF-01 & NF-02/CC) – From November 1 through October 31 of each calendar year.

c. Minimum Period of Performance. The minimum period of performance is ninety (90) calendar days. Employees who perform under an approved performance plan for a minimum of ninety (90) calendar days will be rated based on the period of demonstrated performance. The length of time an employee serves under an approved performance plan determines what is required when an employee or supervisor leaves the organization, for example:

1. A performance narrative statement is required if the supervisor leaves the organization and the employee has performed under an approved performance plan for ninety (90) calendar days and there are more than ninety (90) calendar days left in the appraisal cycle. This narrative statement will be considered for the rating of record by the incoming supervisor.

2. A rating of record is required if the supervisor or the employee leaves the organization and the employee has performed under an approved performance plan for ninety (90) calendar days and there are fewer than ninety (90) calendar days remaining in the appraisal cycle. If circumstances preclude the departing supervisor from carrying out this responsibility, the higher level management official may serve as the rating official, subject to Component policy.

d. In cases where employees do not perform assigned duties for a minimum of ninety (90) calendar days during any appraisal period under approved performance standards so that a rating of record cannot be prepared at the time specified (e.g., leave without pay or extended paid leave, disabled veterans seeking medical treatment, and union representatives on official time, etc.), the appraisal period shall be extended. Once the conditions necessary to complete a rating of record have been met, a rating of record shall be prepared as soon as practicable. The employee's appraisal period will be extended until such time as the employee is able to perform agency assigned duties for a minimum of ninety (90) calendar days. In these circumstances the appraisal cycle will normally be extended by the amount of time necessary to allow ninety (90) calendar days of observed performance. Extending the appraisal cycle will affect the start date of the employee’s subsequent appraisal cycle; however, the subsequent appraisal cycle will still end on the normal rating cycle.

e. Performance Discussions. To foster a culture of high performance, supervisors and employees should engage in two-way performance feedback throughout the appraisal cycle. Supervisors are required to hold a minimum of three (3) formal

documented performance discussions during the appraisal cycle. These required discussions will include the initial performance plan meeting to discuss performance expectations, one (1) progress review, and the final performance appraisal discussion to communicate the rating of record. Additional formal or informal progress reviews are highly encouraged throughout the appraisal cycle.

f. Employee input, while not mandatory, is highly encouraged and valuable for progress reviews during and at the end of the appraisal cycle where the employee input becomes a part of the employee performance file. Employee's self-assessment should be given serious consideration in developing the performance rating for that employee.

Section 5 - Core Values

In order to develop common awareness of and reinforce a high-performance culture, the characteristics of DoD core values will be discussed with employees at the beginning of the appraisal cycle and will be annotated on all performance plans. The DoD core values, which form the foundation of the DoD performance culture are: leadership, professionalism, and technical knowledge through dedication to duty, integrity, ethics, honor, courage, and loyalty. In addition to the DoD core values that will be annotated on performance plans and discussed with employees, DoD Components may include organizational values and may include organizational mission statements or goals which apply to the employee's performance elements. This aids in developing a common awareness and to reinforcing the individual contribution to the overall success of both the DoD and organization's mission. DoD core values will be discussed with employees and annotated on performance plans. Employees will only be assessed on the DoD core values or organizational values to the extent applicable to the assessment of a particular performance element.

Section 6 – Electronic Performance Management System

a. The MyPerformance appraisal tool is currently the only automated appraisal tool for appropriated fund personnel that has been authorized for use in administering and documenting activities under DPMAP, and the MyPerformance tool generates a completed DD Form 2906, "Department of Defense Performance Plan, Progress Review, and Appraisal." Should the Employer choose to utilize a different electronic tool for performance management, the Parties will fulfill their labor relations obligations under the Statute prior to implementation.

b. When supervisors or employees do not have access to the electronic MyPerformance appraisal tool, they must use the paper copy of DD Form 2906 to document the performance plan, progress review(s), and rating of record. The Employer will ensure that training for employees regarding DPMAP will be available.

c. Employees will have access to computers on duty time for the purpose of utilizing the electronic performance management system. The Employer will provide employees

necessary technical guidance or assistance to complete their performance plan and evaluation report, as appropriate.

d. The Employer's electronic performance management system will be implemented in compliance with applicable legal requirements pertaining to protecting employee privacy rights.

e. Supervisors may not change an employee's entry and employees may not change a supervisor's entry.

Section 7 – Employee Performance Files

a. For appropriated fund personnel, performance ratings of record, including the performance plans on which they are based, will be retained for four (4) years or as otherwise required by law or government wide regulation (e.g. 5 C.F.R. section 293.404).

b. For Nonappropriated fund personnel, a copy of each employee performance rating of record, signed by the employee, the rater, and the approving official, will be placed in the permanent folder of the employee's electronic official personnel file (eOPF). All statements of justification for ratings will be considered a part of the rating and will be retained accordingly.

c. Employees are highly encouraged to print performance records they wish to maintain.

Section 8 – Performance Planning

a. A performance plan is a flexible, living document and should be reviewed and discussed throughout each appraisal cycle. Plans may be modified as organizational goals and priorities or employee responsibilities change. All approved modifications to performance elements or standards must be discussed with and communicated to the employee and the employee should acknowledge the revisions. Appropriated fund employees should acknowledge the revisions in the performance system or on the appropriate form (e.g., DD Form 2906, Dept. of Defense Civilian Performance Plan, Progress Review and Appraisal).

b. Nonappropriated fund employees should acknowledge any revision in the local form utilized for performance standards identified for employees. The following forms are currently used for the categories of identified employees:

1. Prevailing Rate Employees (NA/NL/NS) – YPG NAF 2009, Nonappropriated Fund Instrumentality Employee Appraisal.

2. Pay Band Employees (NF-01 & NF-02/CC) – DA Form 7223-1, Base System Civilian Performance Counseling Checklist/Record, and DA Form 7223, Base System Civilian Evaluation Report.

3. If these forms change, the Parties acknowledge their responsibilities to negotiate the changes as required under the Statute.

c. Each employee must have a written performance plan established and approved normally within thirty (30) calendar days of the beginning of the appraisal cycle or the employee's assignment to a new position or set of duties. Performance standards must be provided for each performance element in the performance plan and must be written at the "Fully Successful" level for appropriated fund personnel or the "Satisfactory" level for Nonappropriated fund personnel.

d. The Employer will determine the number of critical performance elements and accompanying performance standards in accordance with DoDI 1400.25 Vol. 431, and OPM government wide regulations. A critical element is a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is rated as "Unacceptable." Critical elements are only used to measure individual performance; supervisors must not establish critical elements for team performance. Supervisors must communicate each approved performance plan and how the performance expectations link to any organizational goals with their employees. This also provides an opportunity for the supervisor and employee to achieve a common understanding of the performance required for mission success.

Section 9 – Performance Standards

a. Performance standards describe how the requirements and expectations provided in the performance elements are to be evaluated and should normally be reasonably related to the duties set forth in the position description.

b. To the maximum extent feasible, performance standards shall permit the accurate appraisal of the employee's performance based on objective criteria, and should be specific, measurable, achievable, relevant, and timely based on the "SMART" criteria contained in the DoDI 1400.25 Volume 431 dated 4 FEB 2016, which describe how the requirements and expectations provided in the performance elements are to be evaluated and provide the framework for developing effective results and expectations. SMART standards objectively express how well an appropriated fund employee must perform their job to achieve performance at the "Fully Successful" level or a Nonappropriated fund employee must perform their job to achieve performance at the "Satisfactory" level.

Section 10 – Developing and Communication Performance Expectations

a. Written performance plans must be developed and approved by supervisors, clearly communicated to employees, and acknowledged by employees.

1. Normally within thirty (30) calendar days of the beginning of each appraisal cycle, supervisors and employees should discuss performance goals for the upcoming cycle. Supervisors must allow employees the opportunity to provide input into their performance elements and standards. While employees have the opportunity to provide input into their performance plans, supervisors must develop and approve the performance elements and standards.

2. Supervisors must communicate each approved performance plan and how the performance expectations link to any organizational goals with their employees. This also provides an opportunity for the supervisor and employee to achieve a common understanding of the performance required for mission success.

3. The date of the meeting or communication will be documented and acknowledged by the employee in the electronic performance system, if one exists, or on the applicable performance plan forms identified in Section 8 of this Article.

Section 11 –Performance Plan Modification

a. When work requirements change or new duties are assigned and the supervisor considers changing elements or standards of an approved performance plan within ninety (90) calendar days of the appraisal cycle, the supervisor may:

1. Revise the element or standard at the beginning of the next appraisal cycle;

2. Update the plan. If the employee does not have an opportunity to perform the new element(s) for the minimum ninety (90) calendar day period, do not rate the revised element(s); or

3. Extend the appraisal cycle by the amount of time necessary to allow ninety (90) calendar days of observed performance under the revised element or standard. Extending the appraisal cycle will affect the start date of the employee's subsequent appraisal cycle.

Section 12 – Special Situated Employees

a. When an employee is engaged in union representational responsibilities, the time spent performing union representation does not constitute work of the agency and does not count toward the minimum period of performance of ninety (90) calendar days under an approved performance plan. If an employee performs agency work to meet the ninety (90) calendar day requirement under an approved performance plan, that employee is eligible to receive a rating of record.

b. The duties performed by Union representatives while performing their Union representational responsibilities will not favorably or adversely affect the employee's performance evaluation.

1. An acceptable level of competence determination shall be waived and a within-grade increase granted when an employee has not served in any position for the minimum period under an applicable Employer performance appraisal program during the final fifty-two (52) calendar weeks of the waiting period when the employee has had insufficient time to demonstrate an acceptable level of competence due to authorized activities of official interest to the agency not subject to appraisal under 5 CFR Part 430 (including, but not limited to employees serving as a representative of a labor organization under chapter 71 of title 5, United States Code). See 5 CFR 531.409(d)(1)(v).

2. When an acceptable level of competence determination has been waived and a within-grade increase granted under 5 CFR 531.409(d)(1), there shall be a presumption that the employee would have performed at an acceptable level of competence had the employee performed the duties of his or her position of record for the minimum period under the applicable agency performance appraisal program. See 5 CFR 531.409(d)(2).

c. In accordance with OPM government wide regulations when employees do not have three (3) actual annual performance ratings of record received during the four (4) year period prior to the date of issuance of a Reduction In Force (RIF) notice, RIF retention credits for performance will be based on “assumed” annual ratings of “fully successful” in accordance with OPM government wide regulations (e.g., 5 CFR 351.504(c)), or applicable DoD wide RIF regulations implementing Section 1101 of the National Defense Authorization Act for FY16.

Section 13 – Identifying and Improving Unacceptable Performance

a. Supervisors who communicate their expectations and provide constructive, timely, and meaningful feedback to their employees on a regular basis about performance may more readily identify and reduce instances of performance deficiencies and prevent issues from becoming serious performance problems.

b. Addressing Performance Issues Early. At any point during the appraisal cycle, when a supervisor detects a decline in performance, early intervention is imperative. Supervisors should inform employees when their current performance fails to meet the performance standards described in the performance plan, and provide guidance as to what is needed in order for the employee to improve.

c. Addressing Unacceptable Performance

1. If an appropriated fund employee's performance declines to less than "Fully Successful" in one or more performance elements, the supervisor may consider "as appropriate" nondisciplinary counseling, progressive discipline, or determine whether action is appropriate under 5 CFR Part 430 (performance-based actions) or 5 CFR Part 752 (adverse actions).

2. If a Nonappropriated Fund (NAF) employee's performance declines to less than "Satisfactory" in one or more performance elements, the supervisor may consider "as appropriate" nondisciplinary counseling, progressive discipline, or determine whether other action is appropriate.

END OF ARTICLE

Article 22
Training and Career Development

Section 1—General

a. The Parties agree that training and development of employees is mutually beneficial to the employee and the Employer by assisting in achieving the Employer's mission and performance goals to improve employee and organizational performance. It is recognized that training and development of employees is a matter of importance and is clearly in the public interest.

b. Employees are responsible for self-development, for successfully completing and applying authorized training, and for fulfilling continued service agreements. In addition, they share with their agencies the responsibility to identify training needed to improve individual and organizational performance and identify methods to meet those needs, effectively and efficiently. Employees are encouraged to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase their efficiency in the performance of their duties and to improve their potential for advancement.

c. Employee training and development will be administered in accordance with applicable laws, rules, regulations (e.g., 5 U.S.C. Chapter 41, Training and 5 CFR Part 410, Training) and the provisions of this CBA.

d. The Employer shall, to the maximum extent practical attempt to ensure the scheduling of training and education, over which the Employer has administrative control, occurs during the normal workweek, including travel to and from training.

Section 2—Non-Discrimination

The nomination and/or selection of employees to participate in training and career development programs and courses shall be made without regard to race, color, religion, sex, national origin, handicap, age, sexual orientation, parental status, political affiliation, or Union membership or activity, and shall be in accordance with federal sector equal employment opportunity laws and regulations, and consistent with other applicable laws, rules, regulations, and the terms of this CBA.

Section 3—Training Programs

a. The Employer will determine appropriate training that employees will be required to complete and employees are required to timely complete such training. The Employer will consider employees' requests to attend desired elective training and will attempt to allow employees to attend requested training, contingent upon the Employer determining that the training is mutually beneficial for the Employer and the employee or is otherwise appropriate, and is subject to the availability of funding. The Employer

must preapprove any desired elective training prior to the employees' participation in the training.

b. Training nominations and/or approvals will be based on the potential use of the training to improve organizational and individual performance and other criteria established by applicable law, rule, regulation, and the provisions of this CBA. Opportunities for training and career development programs and courses will be available to all employees who are substantially similarly situated so that they receive similar opportunities.

c. When an employee is nominated for training, the Employer may consider the employee's Individual Development Plan (IDP), if applicable, in determining whether to approve the training. To the extent feasible, employees will be notified of the approval or disapproval of training.

d. Employees are encouraged to coordinate with their servicing Civilian Personnel Advisory Center (CPAC) and their supervisory chain to help ensure that the employees' training and educational records are maintained to the extent authorized in their official personnel records.

Section 4—Career Development

a. The IDP process provides an opportunity for supervisors and employees to identify training and development needs to help ensure job and organizational success. An IDP is a written schedule or plan designed to meet particular goals for development that are aligned with the organization's strategic plan and action plan. The development of an IDP, which outlines developmental objectives along with activities to achieve the objectives, will afford employees an opportunity to develop skills.

b. The IDP and developmental objectives processes are inherently connected to an employee's annual performance appraisal and development of new performance standards and critical performance elements. IDPs are used to plan developmental experiences (details, course work, special projects, on-the-job training, education, career development, etc.) which may change from year to year as the mission of the organization evolves.

c. An IDP is not a binding contract. While every effort should be made by both employees and supervisors to adhere to the plan, circumstances sometimes arise that require modifying the IDP. Completing an IDP does not imply promotion; it is intended to address developmental needs and facilitate growth while preparing the organization for future challenges. The IDP process is an on-going, continuous process of growth and development which should normally be periodically reassessed to determine its effectiveness in terms of developmental objectives, methods of accomplishment, and the need to update.

Section 5—Training and Career Development Expenses

a. The Employer may authorize the payment of expenses for employees to obtain professional credentials, including expenses for professional accreditation, State imposed and professional licenses, and professional certification and examinations to obtain such credentials in accordance with 5 U.S.C. 5757, subject to available funds.

b. When the Employer requires employees to attend training, the Employer will pay for the authorized costs associated with the training in accordance with applicable law and regulation, to include 5 U.S.C. Chapter 41 (Government Employees Training Act), and implementing OPM government-wide regulations set forth in 5 CFR Part 410 (Training).

c. Employees' expenses for attending conferences and meetings will be paid as authorized by 5 U.S.C. 4110 when the following criteria are met, as provided in 5 CFR 410.404:

1. The announced purpose of the conference is educational or instructional;

2. The content of the conference is germane to improving individual and/or organizational performance;

3. More than half of the time is scheduled for a planned, organized exchange of information between presenters and audience which meets the definition of training in 5 U.S.C. 4101; and

4. Developmental benefits will be derived through the employee's attendance.

d. The Employer is not authorized to pay an employee's membership fees for an organization unless the sponsoring organization membership was required to keep the authorized professional license.

e. The Employer may pay or reimburse the costs of academic degree training in accordance with 5 U.S.C. 4107.

Section 6—New Employee Orientation and Union Participation

A Union representative will be given the opportunity for reasonable official time of at least ten (10) minutes to introduce the Union and the Collective Bargaining Agreement to new employees during periodically scheduled Command Newcomers Orientation. If a bargaining unit employee is unable to attend a scheduled orientation session, the Union will be afforded official time to meet with the employee as soon as practicable.

END OF ARTICLE

Article 23
Merit Promotions & Selections

Section 1—Purpose

The Employer and Union agree that promotions and selections of appropriated fund employees will be made in accordance with applicable law, OPM government-wide regulations, to include 5 CFR 335.102-335.103, and this CBA.

Section 2—Temporary Promotions

A temporary promotion is the temporary assignment of an employee to a higher graded position for a specified period of time, with the employee returning to their permanent position upon the expiration of the temporary promotion. Bargaining unit employees will not be temporarily promoted to higher graded positions for more than a cumulative total of one hundred and twenty (120) calendar days during any twelve (12) month period without the use of competitive procedures. The temporarily promoted employee receives the higher graded salary for the period assigned and gains quality experience and time-in-grade at the higher grade level.

Section 3—Priority Consideration Before Using Competitive Procedures

a. Involuntarily Demoted Employees who are receiving grade or pay retention benefits due to involuntary placement in lower grade or declination of functional transfer are entitled to consideration for repromotion before using the competitive procedures. These employees are eligible for special consideration for repromotion. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

b. For Employees Not Given Proper Consideration

1. When an appropriated fund employee is not given proper consideration in a competitive promotion action due to administrative errors or errors in the rating system, the employee may be entitled to one (1) priority consideration for each missed consideration. Employees eligible for priority consideration will be given priority consideration for the next vacancy which becomes available in the same occupational family as the position denied for which the employee is qualified. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. In order to be eligible for priority consideration, the U.S. Army Yuma Proving Ground (YPG) Civilian Personnel Advisory Center (CPAC) must make a determination that the employee would have been among the best qualified candidates and would have been referred for the position had they not missed proper consideration. Employees who are eligible for priority consideration are referred before competitive candidates in the order specified in the applicable merit promotion plan.

Selecting officials must consider, but are not required to select priority consideration candidates. Employee's eligibility for priority consideration ceases within one (1) year after the employee was denied the proper consideration or when the employee has been given one (1) priority consideration opportunity for each missed consideration, whichever occurs first.

2. If selected on the basis of priority consideration, the employee is promoted or reassigned noncompetitively.

3. If the employee refuses a priority consideration opportunity, the employee forfeits their entitlement to the priority consideration opportunity.

Section 4 - Area of Consideration and Promotions Within the Unit

a. The Parties agree that absent higher placement priorities mandated by law, the Employer will first consider qualified bargaining unit employees for appropriated fund bargaining unit vacancies for a period of five (5) calendar days prior to considering the eligible non-bargaining unit candidates on the referral list. The YPG CPAC will inform selecting officials which candidates on the referral list are bargaining unit members, and of the five (5) day consideration period to help ensure compliance with this provision. The selecting official will document the reason(s) for which consideration for selection was expanded beyond bargaining unit employees, which will be available to the Union upon request.

b. The Parties agree that absent higher placement priorities mandated by law, the Employer will first consider qualified bargaining unit employees for non-appropriated fund bargaining unit vacancies prior to considering the eligible non-bargaining unit candidates on the referral list. The selecting official will document the reason(s) for which consideration for selection was expanded beyond bargaining unit employees, which will be available to the Union upon request.

c. Employees may email the selecting official if they wish to inquire as to why they were not selected. The selecting official may meet with the employee to discuss the reasons why the employee was not selected and what the employee might to do improve their chances in the future.

Section 5 —Vacancy Announcements

a. Job advertisements/announcements used to solicit candidates for vacant positions will be uploaded electronically as required by OPM when filling vacancies through competitive procedures. The Parties recognize that USAJOBS is currently being utilized as the appropriate system, but in the event the application system changes, the Parties understand that they will comply with that system.

b. The job advertisements/announcements will include the following information for vacancy announcements:

1. Equal Employment Opportunity Statement pertaining to nondiscrimination policy;

2. Job Announcement/Announcement number and opening and closing dates;

3. Position title, series and grade, to include full performance level, if appropriate, organization, and location;

4. Number of anticipated vacancies to be filled;

5. Sufficient information for the applicant to understand the Area of Consideration;

6. Instructions on how to apply or information on where the instructions may be found;

7. Description of known promotion potential, if any;

8. All selective placement factors, if applicable;

9. Geographic and organizational location;

10. Whether or not relocation expenses will be paid;

11. Summary of the duties of the position;

12. A statement of the required qualification requirements or information on where the qualification requirements may be found;

13. Permanent or temporary nature, and, if temporary, the duration and if the promotion may be made permanent;

14. Designation of any special requirements;

15. The different levels at which the position may be filled if it is a developmental assignment announcement;

16. A statement as to whether the position is subject to drug testing;

c. Vacancy announcements for appropriated fund employees will be open for receipt of applications for a minimum period of at least seven (7) calendar days. Vacancy announcements for non-appropriated fund employees may be open for less than seven (7) calendar days.

d. Open continuous announcements and announcements for standing registers may be used.

e. Amending Vacancy Announcements. If a vacancy announcement has been posted and is later found to contain a substantial error, then the announcement will be corrected or amended as necessary. The amendment should cite the change(s) and indicate whether or not the original applicants need to re-file in order to be considered. Posting time and distribution will normally be the same as the original vacancy announcement.

f. The Employer may cancel vacancy announcements at its discretion, without notification to applicants regarding the reason for the cancellation.

g. At least once per week, the YPG CPAC or designee will send an e-mail to all YPG civilian employees utilizing the available group e-mail distribution list which informs employees of new job announcements that have been sent up that week to USAJOBS, which includes the duty title, job series and grade of the position at YPG.

Section 6—Establishing the Best Qualified List

a. To be eligible for promotion or placement, candidates shall meet all eligibility requirements and minimum qualification requirements prescribed or approved by OPM within thirty (30) days after the closing date of the announcement. Applicants for promotion or placement into a job having greater growth potential than their current job (or one previously held) must have a rating of fully successful or higher in their most recent annual performance appraisal. In the absence of an appraisal, an applicant will be presumed to be fully successful. Ineligible applicants shall be notified through USAJOBS of the determination of ineligibility prior to submission of the referral list to the selecting official.

b. Assessment criteria used to evaluate candidates must be based solely on job related criteria, and applied consistently for all applicants.

c. A job analysis must be conducted to determine the competencies required for the position. In accordance with 5 CFR 300.103 the job analysis should identify the basic duties and responsibilities, the knowledge, skills, abilities (KSA) required to perform the duties and responsibilities, and the factors that are important in evaluating candidates. The job analysis may cover a single position or group of positions, or an occupation or group of occupations, having common characteristics. Job analysis requirements shall conform to the Equal Employment Opportunity provisions of the Uniform Guidelines on Employee Selection Procedures at 29 CFR Part 1607, where applicable. Minimum education requirements applicable will be established in accordance with 5 U.S.C. 3308.

d. Qualified candidates being considered shall be evaluated to determine their qualifications to be referred to the selecting official.

e. Rating determinations will be based on a job analysis to identify the competencies needed for successful job performance.

f. When an evaluation panel is used, the following conditions will apply:

1. Panel members must be at or above the grade level of the position being filled; should know the requirements of the position being filled; may not be applicants for the position.

2. Panel members will not give preferential treatment to any candidate based upon factors not pertinent to include personal friendship, kinship or political connections. The panel members must not be related by marriage to any applicants considered for the position.

3. Panel members will follow applicable procedures and guidelines for rating and ranking applicants to determine the best qualified candidates. If panel members meet as a group to interview applicants, the Employer will notify the Union of the time and location and allow the Union the opportunity to be present to observe the interviews, but not to participate in the interviews. Panel meetings will not be delayed if the Union is not available when the group panel interviews are scheduled.

g. Candidates for positions will be evaluated against their knowledge, skills and abilities (KSAs) required to accomplish the major job requirements of the position. Candidates will be ranked according to their rating scores assigned by the automated hiring system when such a system is utilized.

h. When there are more than ten (10) qualified competitive candidates, a reasonable number of best qualified candidates will be referred to the selecting official, along with any candidates from non-competitive or other recruitment sources when an analysis of the candidate pool suggests the manager will be better served by separately providing the names of candidates eligible for non-competitive referral without subjecting them to assessment criteria used to distinguish highly qualified/best qualified candidates. The Employer may establish appropriate cut off scores to determine the best qualified applicants.

i. If there are ten (10) or fewer candidates who meet minimum qualifications, simplified candidate evaluation procedures may be used. This procedure allows referral of candidates upon determination that they are high-quality, which means they possess the required KSAs identified by a job analysis. All highly qualified candidates may be referred without ranking them into quality groups. Candidates referred after applying simplified rating procedures are to be considered high quality, not just minimally qualified.

Section 7—Selection Procedures

a. Selecting officials have the option to interview any, all, or none of the candidates on the referral list and to have selection panel members conduct interviews as desired. If any candidates are interviewed, at least the three (3) internal command candidates with the highest rating will also be offered the opportunity to be interviewed.

b. Selections will be based solely on job-related criteria. When the selecting official conducts interviews, the interview questions will focus on job-related factors pertaining to the knowledge, skills and abilities required to the position being filled. The primary questions asked of candidates will be substantially the same.

c. When a selecting official decides to interview applicants and a face-to-face interview is not possible, a telephone interview is acceptable.

d. The selecting official has the right to select and/or consider any of the candidate(s) from any appropriate source in accordance with government-wide regulations and this CBA.

e. The selecting official will give consideration to the candidates' fitness and qualifications, without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying handicapping condition, sexual orientation, or age. The selection shall be based solely on job-related criteria.

f. If a rationale for the selection is prepared, it will normally be made a part of the selection records maintained in the ordinary course of business.

g. Release and Notification of Applicants. The CPAC will notify selected candidates and make job offers. The CPAC will establish entrance on duty or proposed effective dates in coordination with the selecting official. Normally, promotions or position changes of employees selected under merit promotion and internal placement procedures for positions outside their current supervisory unit, will be effective the beginning of the second pay period following selection and/or notification to the losing activity. By mutual agreement, the gaining and losing activities may negotiate a shorter or longer release date as local requirements dictate. Release dates for selectees from outside the installation will be negotiated between the gaining CPAC and the selectee's servicing personnel office/CPAC.

h. Positions with Mandatory Training. Bargaining unit employees selected to positions with mandatory training requirements will be given all the necessary assistance and tools to succeed in the new position.

Section 8—Career Ladder Promotions

a. Career ladder promotions are promotions without further competition of an employee who was appointed in the competitive service from a civil service register, by delegated examining authority, by direct hire, by noncompetitive appointment or noncompetitive conversion, or under the applicable competitive promotion procedures for an assignment intended to prepare the employee for the position being filled. The Employer will strive to provide appropriate opportunities for employees to develop and advance in their careers.

b. Maximum Opportunity. Employees in career ladder positions will be given the opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will hold discussions with the employee at each level of their career progression to help ensure the employee understands their job requirements and expectations to reach the next higher level.

c. Progression Within a Career Ladder. Career ladder promotions are not automatic; an acceptable level of performance must be demonstrated for progression. Employees in career ladders will clearly demonstrate the ability to perform at the next higher grade level before being promoted to the next grade in the career ladder. Eligibility for progression requires that the employee is performing satisfactorily, and that all training and qualification requirements have been met. There must also be a determination that funds are available. The Employer must have the appropriate level of work available and necessary budgetary resources to support the promotion. Once the promotion has been made, employees are expected to perform assigned work at the new grade level.

d. Timing for Career Ladder Promotions

1. At the time an employee meets time-in-grade and any other legal promotion requirements, the supervisor will make a decision to promote or not to promote. This decision will be made in a timely manner.

2. If an employee is certified as successful and is meeting the career ladder promotion criteria, the Employer will certify the promotion to be effective on the first full pay period after the employee becomes eligible for the promotion.

e. Ongoing Feedback. The supervisor will periodically provide feedback to the employee about their performance in the career ladder position.

f. Failure to Meet Promotion Criteria. Employees not meeting the criteria for promotion will be informed at least once in writing by their supervisor, normally at the midterm review, regarding areas needing improvement in order to be promoted in accordance with applicable law, rules, or regulation.

Section 9—Promotion Records for Unit Positions

a. In accordance with 5 CFR 335.103(b)(5), the Employer will maintain a temporary record of each promotion action regarding appropriated fund personnel sufficient to allow reconstruction of the promotion action, including documentation on how candidates were rated and ranked. These records may be destroyed after two (2) years. If there is a timely filed grievance pending on the particular promotion action, the Employer will maintain the promotion record pending final decision on the grievance.

b. The Employer will maintain a temporary record of each promotion action regarding NAF personnel for a five (5) year period after selection to permit full review of the promotion action. Such records ordinarily will include the vacancy announcement, names of candidates, their resumes, records of the evaluations made, and a copy of the certificate/referral from which selection was made.

END OF ARTICLE

Article 24
Within Grade Increases (WGI)

Section 1—General: WGI Involving Appropriated Fund Personnel

a. Definitions

1. The term “Within-grade increase” is synonymous with the term “step increases” and means a periodic increase in a General Schedule (GS) employee's rate of basic pay from one step of the grade of their position to the next higher step of that grade in accordance with 5 U.S.C. 5335. For WGI purposes, an employee's rate of basic pay is the rate of pay fixed by law or administrative action for the position held by the employee before any deductions and exclusive of additional pay of any kind.

2. “Acceptable level of competence” means performance by an employee that warrants advancement of the employee's rate of basic pay to the next higher step of the grade or the next higher rate within the grade of their position, subject to the eligibility requirements.

3. Waiting period means the minimum time requirement of credible service to become eligible for consideration for a WGI.

b. Eligibility Requirements (5 CFR 531.404). Employees must meet the following three (3) requirements established by law to be eligible for a WGI.

1. The employee’s performance must be at an acceptable level of competence as defined in 5 CFR 531.403.

(a) When a within-grade increase decision is not consistent with the employee's most recent rating of record a more current rating of record must be prepared.

(b) The rating of record used as the basis for an acceptable level of competence determination for a within-grade increase must have been assigned no earlier than the most recently completed appraisal period.

2. The employee must have completed the following required waiting period for advancement to the next higher step of the grade of their position:

(a) **For advancement to** steps 2, 3, and 4 - 52 calendar weeks;

(b) **For advancement to** steps 5, 6, and 7 - 104 calendar weeks;

(c) **For advancement to** steps 8, 9, and 10 - 156 calendar weeks.

3. The employee must not have received an equivalent increase during the waiting period.

c. Effective Date. A WGI normally shall be effective on the first day of the first pay period following completion of the required waiting period and in compliance with the conditions of eligibility. However, when an acceptable level of competence is achieved at some time after a negative determination, the effective date is the first day of the first pay period after the acceptable determination has been made.

d. Time spent on union representational functions will not be considered as a negative factor when evaluating performance elements of Union representatives. An acceptable level of competence determination shall be waived and a within grade increase granted when an employee has not served in any position for the minimum period under an applicable agency performance program during the final 52 calendar weeks of the waiting period for the reasons set forth in 5 CFR 531.409(d)(1), to include because the employee has had insufficient time to demonstrate an acceptable level of competence due to authorized activities of official interests to the agency not subject to appraisal under 5 CFR Part 430, including, but not limited to, serving as a representative of a labor organization under Chapter 71 of Title 5, United States Code. When an acceptable level of competence determination has been waived and a within-grade increase granted under these waiver provisions, there shall be a presumption that the employee would have performed at an acceptable level of competence had the employee performed the duties of their position of record for a period under the applicable agency performance appraisal program.

Section 2—Procedures for WGI Denial, Reconsideration and Continuing Evaluation after Withholding a WGI Involving Appropriated Fund Personnel

a. Notice of determination. A level of competence determination shall be communicated to an employee in writing as soon as possible after completion of the waiting period or other period upon which it was based.

b. When it is determined that an employee's performance is not at an acceptable level of competence, the negative determination shall be communicated to the employee in writing, and the notice will include the following matters:

1. The reasons for any negative determination and the respects in which the employee must improve their performance in order to be granted a WGI following a continuing evaluation after the WGI is withheld. In accordance with 5 CFR 531.411, when a WGI has been withheld, the Employer may, at any time thereafter, prepare a new rating of record for the employee and grant the WGI when it determines that the employee has demonstrated sustained performance at an acceptable level of competence. However, the Employer shall determine whether the employee's performance is at an acceptable level of competence after no more than 52 calendar weeks following the original eligibility date for the WGI and, for as long as the WGI

continues to be denied, determinations will be made after no longer than each 52 calendar weeks.

2. The employee's right to request reconsideration of the negative determination by filing, not more than 15 calendar days after receiving notice of the determination, a written response to the negative determination setting forth the reasons the agency shall reconsider the determination. The employee's reconsideration request must be made in writing to the reconsideration official.

3. The name and title of the reconsideration official to whom the employee may submit a request. The reconsideration official will be at a level higher than the rating official.

4. The employee's right to Union representation in accordance with 5 U.S.C. 7114 and the terms of this CBA when making a request for reconsideration.

5. The employee's right to be granted a reasonable amount of official time to review the material relied upon to support the negative determination and to prepare a response to the determination, if the employee is in a duty status.

c. The Employer will provide the employee with a prompt written final decision on the request for reconsideration within thirty (30) calendar days from when the reconsideration official receives the written request for reconsideration.

d. If the reconsideration official determines that the employee has met an acceptable level of competence, the WGI effective date will remain the first day of the first pay period following completion of the required waiting period and in compliance with the conditions of eligibility.

e. When a negative determination is sustained after reconsideration, an employee will be informed in writing of the reasons for the decision.

f. When a negative determination is sustained after reconsideration, the employee may grieve this determination in accordance with the grievance procedures of this CBA, but the employee does not have the right to appeal the determination to the Merit Systems Protection Board. The grievance would be filed at the step 1 level of the grievance procedure.

g. During the first 52 calendar weeks following the original eligibility date of a denied WGI, an employee may request their supervisor, every ninety (90) calendar days, to review their performance to determine if they have demonstrated sustained performance at an acceptable level of competence. If the supervisor determines the employee has demonstrated an acceptable level of competence, the supervisor may grant the WGI.

Section 3 - WGIs Involving Non Appropriated Fund (NAF) Personnel

a. Eligibility Requirements

1. NAF employees covered by this CBA regardless of their employment category are entitled to within-grade increases provided they meet eligibility requirements.

2. An eligible employee, who has not reached the maximum rate of the grade to which assigned, will be advanced successively to the next higher rate at the beginning of the pay period following completion of the prescribed waiting period, provided he or she has not received an equivalent increase for any reason during the waiting period, and provided performance is satisfactory or better. A NAF employee's performance is satisfactory when he or she achieves or maintains a performance rating of satisfactory or better.

b. Equivalent Increase

1. The provisions of the OPM NAF Operating Manual and applicable Agency regulations will be used to determine an equivalent increase. Except as otherwise provided in the OPM NAF Operating Manual and applicable Agency regulations, "equivalent increase", as used in this CBA, is an increase or increases in an NAF employee's scheduled rate of pay, equal to or greater than the amount of the within-grade increase for the grade in which the employee is serving.

2. When an NAF employee has served in more than one grade during the waiting period under consideration and it is necessary to determine whether he or she received an equivalent increase in a prior grade, an equivalent increase is an increase or increases in his or her scheduled rate of pay equal to or greater than the amount of the within-grade increase for advancement between steps of the prior grade.

3. When an NAF employee receives more than one increase in his scheduled rate of pay during the waiting period under consideration, no one of which is an equivalent increase, the first and subsequent increases are added until they amount to an equivalent increase, at which time they are considered to have received an equivalent increase.

4. For the purpose of (2) and (3) above, the waiting period under consideration is the waiting period immediately preceding a NAF employee's current entry into the rate of the grade in which he or she is serving.

c. Waiting Periods

1. In accordance with 5 U.S.C. 5343(e), for a full-time nonsupervisory or leader NAF employee and for a non-fulltime nonsupervisory or leader NAF employee with a prearranged regularly scheduled tour of duty, the waiting periods for advancement to the second, third, fourth, and fifth rates in all grades are:

(a) Rate 2: 26 calendar weeks of creditable service in rate 1.

(b) Rate 3: 78 calendar weeks of creditable service in rate 2.

(c) Rate 4: 104 calendar weeks of creditable service in step 3.

(d) Rate 5: 104 calendar weeks of creditable service in step 4.

2. For a non-fulltime nonsupervisory or leader NAF employee without a prearranged regularly scheduled tour of duty, the waiting periods for advancement to the second, third, fourth, and fifth rates in all grades are:

(a) Rate 2: 130 days of creditable service in a pay status in rate 1 over a period of no less than 26 calendar weeks.

(b) Rate 3: 390 days of creditable service in a pay status in rate 2 over a period of no less than 78 calendar weeks.

(c) Rate 4: 520 days of creditable service in a pay status in rate 3 over a period of no less than 104 calendar weeks.

(d) Rate 5: 520 days of creditable service in a pay status in rate 4 over a period of no less than 104 calendar weeks.

3. Any day on which a part-time service is performed constitutes a full day.

d. Effective Date

1. A WGI is effective on the first day of the first pay period after an NAF employee becomes entitled to the increase.

2. When the effective date of a WGI and the effective date of a personnel action occur at the same time, the Employer shall process the actions in the order that gives the NAF employee the maximum benefit.

e. Corrective Action

1. When a WGI is delayed beyond its proper effective date through administrative oversight, error, or delay, the Employer shall make the increase effective as of the date it was properly due.

2. When an improper personnel action is corrected in accordance with a mandatory statutory or regulatory requirement, the waiting period is not extended and begins on the date it would have begun had the improper action not occurred.

END OF ARTICLE

Article 25
Awards

Section 1—General

a. Performance awards, Quality Step Increases (QSI), Time-Off Awards (TOA), Special Act Awards, Honorary Awards, and On-the-Spot Awards are granted by the Employer to appropriated and Nonappropriated fund employees on the basis of merit. Awards for appropriated fund employees will be provided in accordance with 5 U.S.C. Chapter 45, 5 U.S.C. Chapter 43, applicable OPM government-wide regulations (e.g., 5 CFR Part 451) and this CBA. Awards should be granted consistent with the Equal Pay Act, and without regard to discrimination based on age, sex, race, color, religion, national origin, marital status, genetic information, or physical or mental disability, and within applicable budget limitations, to individuals or groups. Awards will be recommended and granted in a consistent and objective manner.

b. Upon request by the Union for information pertaining to annual award budgets and distribution of awards involving bargaining unit employees, the Employer will provide to the Union information required by 5 U.S.C. 7114(b)(4).

Section 2—Performance Awards

Performance awards are monetary awards given in recognition of performance for a specific period. Performance awards are based on the most recent rating of record provided that the rating of record is at the "Fully Successful" level (or equivalent) or above. Employees who receive the same annual performance rating at the "Fully Successful" level (or equivalent) or above should receive substantially similar award percentages or amounts (excluding QSI) within each respective command.

Section 3—Time Off Awards (TOA)

Employees may be granted time off during a leave year without charge to leave or loss of pay as an award for achievements or performance contributing to the Army mission. The TOA may be used alone or in combination with monetary or nonmonetary awards to recognize the same kinds of employee contributions. Contributions must directly support the Army mission or result in benefits to the Government. The extent of the contribution will be considered when determining the amount of time off that is approved. The TOA must be scheduled and used within one (1) year of the approval date. A TOA shall not be converted to a cash payment under any circumstances.

Section 4-Quality Step Increases (QSI)

In accordance with 5 CFR 531.504, a QSI shall not be required but may be granted to employees who receive a rating of record at Level 5 ("Outstanding" or equivalent), or to employees covered by a performance appraisal program that does not use a Level 5 summary who receive a rating of record at the highest summary level and demonstrates sustained performance of high quality significantly above that expected at the "Fully

Successful” level in the type of position concerned, as determined under the applicable performance related criteria.

END OF ARTICLE

Article 26
Position Classification

Section 1—Position Descriptions (PD)s

a. Employees are entitled to a complete and accurate PD, which clearly and concisely states the major and grade controlling duties, responsibilities, and supervisory relationships of the position. Employees may access their PD which is maintained in their personnel records. New employees' position description will be provided to them at the time of assignment or upon request.

b. PDs will be current, accurate, and classified to the proper occupational title, series, and grade in accordance with Chapter 51 of Title 5 U.S.C and OPM regulations and OPM position classification guidelines.

c. Whenever an existing position description is amended regarding any significant changes to duties responsibilities which require negotiation in accordance with the Statute, such as training requirements, certifications, security clearances, new duties, etc. or a new position description is developed for employees, the Employer will notify the Union in writing and provide copies of the amended or new descriptions to the Union at least two (2) weeks in advance of the intended implementation of the new/amended PD.

d. If an employee has a question concerning their position classification, they are entitled to discuss their position description with their supervisor. If the employee disagrees with the accuracy of their position description, they may request a desk audit and may file a classification appeal with OPM if desired.

Section 2—Desk Audits

a. Any employee who believes that their position is improperly classified should first consult with their supervisor for information and guidance as to the basis for the classification of their position. Employees may request a desk audit through the employee's supervisor. If the Employer approves an employee's request for a desk audit, the employee has the right to Union assistance in the desk audit. Upon request by the employee, the Employer will provide the employee an estimated completion date for the audit to be accomplished.

b. The Employer will provide reasonable advance notice to an employee when there is a need for the Employer's representative (e.g., CPAC/Supervisor) to meet with the employee to obtain information necessary to evaluate the appropriate classification of the position as part of the desk audit. When the Employer determines it is appropriate, the meeting between the Employer's representative and the employee regarding the desk audit will be performed at the employee's workstation.

c. While a desk audit is in process, the Employer may continue to assign duties appropriate for the position, irrespective of whether the duties being assigned are at issue in the desk audit.

d. Upon completion of the audit, the Employer will inform the employee of the findings. If the Employer meets with the employee to inform the employee of the results of the audit, the employee may have a Union representative present, at the request of the employee.

Section 3—New Classifications

Position classification determinations by agency classification actions or OPM classification decisions having the effect of establishing a grade level that did not exist before within an occupation will be forwarded by the Employer to the employee with the classification evaluation report indicating the basis for that decision.

Section 4—Downgrades

a. For a downgraded position, the employee's pay and grade will be set in accordance with applicable law and Government-wide regulations.

b. If the position action requires a personnel action which will result in a loss of grade or pay to the occupant of the position, the Agency will advise the employee, in writing, of the position action and proposed date of the personnel action. This notice shall be issued prior to taking a personnel action.

c. Interested employees who have been downgraded as a result of an agency classification action or an OPM classification decision may be entitled to priority referral for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion to vacancies within the Employer's organization for which the downgraded employee is qualified up to the grade level or the equivalent level of the position from which downgraded.

Section 5 – Effective Dates of Position Classification Actions or Decisions

a. An Agency classification action which is a determination to establish or change the title, series, grade or pay system of a position based on application of published position classification standards or guides is normally effective the date an official with properly delegated authority approves (certifies) the proposed classification. This is accomplished when the authorized official(s) signs the allocation of the position.

1. The effective date of a position action may be extended to correspond with the effective date of the personnel action when: (a) The position is being changed to lower grade or pay; and (b) The employee occupying the position is eligible for retained grade or pay under 5 U.S.C. 5362-5363.

2. The position action is implemented by personnel action. The personnel action must occur within a reasonable period of time following the date of the position action.

3. Classification actions may not be made retroactive except as provided in 5 CFR 511.703.

b. The effective date of a classification decision made by OPM by means of a certificate issued under the authority of 5 U.S.C. 5110 is not earlier than the date of the certificate, and not later than the beginning of the 4th pay period following the date of the certificate, unless a subsequent date is specifically stated in the certificate. Except as otherwise provided by 5 CFR 511.701 the filing of an appeal of such a certificate does not delay its effective date.

Section 6—Classification Appeals

Employees have a right to appeal an agency classification action or an OPM classification decision to OPM under applicable OPM regulations, including 5 C.F.R. Part 511, Subpart F (5 CFR 511.601-616).

END OF ARTICLE

Article 27
Transit Benefits

Section 1—General

Federal Agencies are authorized under 5 U.S.C. 7905 to establish programs to encourage employees to use means other than single-occupancy motor vehicles to travel to and from work.

a. The Employer will support a transit benefit program under authorizing legislation and as long as such a program is available. The amount of a transit benefit will depend on the employee's allowable commuting costs and available appropriated funds.

b. Options available to employees under this program may include:

1. Transit passes, including cash reimbursements therefore (but only if a voucher or similar item which may be exchanged only for a transit pass is not readily available for direct distribution by the Employer);

2. Employer furnished space, facilities, or services to bicyclists; and

3. any other non-monetary incentives that the Employer may offer.

c. If either Party proposes any change to the options addressed in section b., they will negotiate to the extent required by law.

END OF ARTICLE

Article 28
Travel

Section 1—General

The rules, policy, and procedures applicable to travel will be consistent with the Federal Travel Regulations (FTR) System (41 CFR Chapters 300-304), and applicable Government-wide regulations.

a. When employees travel on official business, the authorization will be prepared and authorized consistent with the applicable laws and Government-wide regulations.

b. When employees travel locally on approved official business, such travel will be paid consistent with applicable laws and Government-wide regulations.

c. Compensation during travel is governed by applicable laws, and Government-wide regulations.

Section 2—Scheduling

a. Whenever feasible, the Employer will schedule travel during employees' regularly scheduled work hours. If circumstances require the employee's presence on Monday, too early to permit travel that day, the employee may perform the travel on the preceding day (Sunday), leaving their residence or Official Duty Station (ODS) at a reasonable time. Subject to supervisor approval, an employee may request to be permitted to travel during duty hours on the preceding regularly scheduled workday (e.g., Thursday when the compressed work schedule is applicable), in which case per diem reimbursement, to include lodging and meals, will be limited to that which would have been payable if the departure was made on the day before the scheduled temporary duty event.

b. If the travel is expected to require employees to be absent from their ODS for more than thirty (30) days, employees will be given as much advance notice as possible, preferably at least fifteen (15) days prior notification of their date of departure, when practicable.

Section 3—Hours of Work

a. In accordance with 5 U.S.C. 5542(b)(2) and 5 CFR 550.112(g), time in travel status away from an employee's ODS constitutes hours of work when it occurs within the days and hours of an employee's regularly scheduled administrative workweek.

b. For Fair Labor Standards Act (FLSA) (5 CFR Part 551) covered employees, time spent traveling is hours of work in accordance with FLSA and 5 CFR 551.422.

c. While employees are on authorized temporary duty (TDY) travel, they will be under the regularly scheduled administrative work week and tour of duty of their TDY location where they are working. The Employer may not adjust an employee's normal regularly scheduled administrative workweek solely to include travel hours that would not otherwise be considered hours of work for the purpose of avoiding paying overtime or compensatory time.

Section 4—Compensatory Time

a. In accordance with 5 U.S.C. 5550b and 5 CFR Part 550, Subpart N, in connection with official travel, an employee may earn compensatory time off for time spent in a travel status away from the employee's ODS when such time is not otherwise compensable. Employees must submit a request for scheduled travel compensatory time for approval prior to travel.

b. For the purpose of compensatory time off for travel, time in a travel status includes:

1. Time spent traveling between the ODS and a temporary duty station;

2. Time spent traveling between two temporary duty stations; and

3. The "waiting time" that precedes or interrupts such travel will be determined in accordance with applicable Government-wide regulations (e.g., 5 CFR 550.1404).

c. An “extended” waiting period—i.e., an unusually long wait between actual periods of travel during which the employee is free to rest, sleep, or otherwise use the time for the employee’s own purposes—is not considered time in a travel status.

d. Travel outside of regular business hours may be subject to an offset for commuting or meal time under by 5 CFR Part 550, Subpart N. Bona fide meal periods are considered time in a travel status.

Section 5—Per Diem (Lodging, Meals, and Incidentals)

Employees who travel for government business are entitled to a per diem when performing official travel away from the employee’s ODS, which may include actual expenses as are necessary, in accordance with applicable Government-wide regulations.

Section 6—Travel Authorizations and Vouchers

a. For appropriated fund personnel travel authorizations and vouchers must normally be processed utilizing the Defense Travel System (DTS) or other appropriate system in place. Travel authorizations initiated outside of DTS must be approved prior to travel on the DD Form 1610, Request and Authorization for TDY Travel. The voucher

will be submitted on the DD Form 1351-2 Travel Voucher or Subvoucher.

b. For Nonappropriated Fund (NAF) personnel travel authorizations must be obligated and disbursed outside of DTS, utilizing the DD Form 1610, Request and Authorization for TDY Travel. The voucher will be submitted on the DD Form 1351-2 Travel Voucher or Subvoucher. The Employer's NAF Personnel do not use DTS.

c. Employees are expected to submit travel vouchers within five (5) business days of the last day of travel as specified on an approved travel authorization. Failure to do so may result in a delay of reimbursement. When using the DTS for TDY over forty-five (45) days, a request for scheduled partial payments should be included with the order so the traveler is paid every thirty (30) days. This helps to ensure the traveler is paid for expenses prior to Government Travel Charge Card (GTCC) bill receipt.

d. The Employer will make a good faith effort to provide the approvals necessary to ensure that travel vouchers submitted by employees are forwarded for processing within five (5) business days after an accurate and complete voucher is entered into that system.

Section 7—Accommodating Special Needs

a. Consistent with the Employer's obligations under applicable laws, and Government-wide regulations, to include 41 CFR 301-13.3, it shall provide reasonable accommodations to employees with special needs.

b. Allowable Expenses. The following expenses are payable to a traveler with a disability/special need in accordance with applicable regulations. Reasonable accommodations may include, but are not limited to:

1. Transportation and per diem, incurred by an authorized attendant accompanying the traveler. The attendant does not have to be a member of the traveler's immediate family;

2. Specialized transportation for the traveler to, from, and/or at duty location;

3. Specialized services provided by commercial carrier necessary to accommodate the traveler's disability/special need;

4. Costs incurred as a direct result of the traveler's disability/special need for baggage handling in connection with public transportation or at lodging facilities.

5. Renting and/or transporting specialized assistance equipment, such as a wheelchair, needed in transit or at the TDY location;

6. Use of other than economy/coach-class accommodations when necessary to accommodate a traveler with a disability/special need per applicable regulations other

than economy/coach class travel policy; (e.g., medical justification of 'other than economy/coach class' accommodation use); and

7. Services of an attendant, when necessary, to accommodate the traveler's disability/special needs (e.g., if the attendant traveler is not an employee or member).

Section 8—Mode of Transportation

a. The travel of an employee shall be by the most expeditious means of transportation practicable and shall be commensurate with the nature and purpose of the duties of the employee requiring such travel (5 U.S.C. § 5733). When an employee must travel for work, the Employer must select the method of transportation that is most advantageous to the Government when cost and other factors are considered, to include energy conservation, total costs to the Government (including costs of per diem, overtime, lost work time, actual transportation costs), total distance traveled, number of points visited, and number of travelers (41 C.F.R. 301-10.4).

b. The Employer may not require an employee to use the employee's privately owned vehicle (POV) for official travel. However, when an employee is authorized to use a POV, the Employer will reimburse the employee the mileage allowance and related expenses as authorized by Government-wide regulations (e.g., FTR).

c. An employee authorized to use a POV will not be required to carry any passenger(s).

d. In accordance with Government-wide regulations, "Travel status does not include travel for personal convenience, leave, civilian administrative leave or administrative absence while performing travel away from the PDS on public business under competent travel orders." When an employee misses duty hours as a result of POV travel, their leave status will be determined in accordance with applicable personnel regulations. If an emergency situation arises, the employee will, as soon as practicable (within an hour, if possible), provide the supervisor with an explanation of the situation and obtain appropriate instructions.

END OF ARTICLE

Article 29
Government Travel Cards

Section 1—Introduction

The Travel and Transportation Reform Act of 1998 mandates the use of the government-sponsored, contractor-issued travel cards—"Government Travel Charge Cards" (GTCC)—by employees who meet the Employer's requirements for issuance of the card. See Public Law 105-264 (October 19, 1998), 5 U.S.C. 5701 Note. A GTCC is a charge card required to be used by authorized individuals for all payments of official government travel expenses, unless exempt by law or Government-wide regulation.

Section 2—Governing Law, Regulation and Policy

a. The Parties agree, where applicable, employees will obtain and use GTCC in accordance with the Federal Travel Regulation (FTR) (41 CFR, Parts 300-1 to 303-3); the OMB Circular A-123, Subject: Management's Responsibility for Enterprise Risk Management and Internal Control (July 15, 2016), Appendix B; the Travel and Transportation Reform Act of 1998.

b. Any change to the OMB Circular A-123, Appendix B, or any other law, rule, regulation, or policy that affects the GTCC program requires notice to the Union and an opportunity to bargain, to the extent required by law.

c. Upon request, the Employer will provide the Union with copies of relevant agreements between the Employer and GTCC contractors to the extent required by 5 U.S.C. 7114(b)(4).

Section 3—Traveler Use and Payment

a. A GTCC holder must use the GTCC for all expenses related to official travel and may not use personal funds (cash, personal credit cards, etc.) to pay such transactions when the GTCC serves as an acceptable alternate method of payment.

b. A GTCC may not be used to complete any transactions, personal or otherwise, unrelated to official travel.

c. An employee who holds a GTCC is responsible for payment in full of undisputed balances in monthly billing statements from the GTCC service provider regardless of whether or not reimbursement for the travel has occurred.

d. The Defense Finance and Accounting Service may initiate salary offset, defined as collecting undisputed, delinquent GTCC balances, via direct deductions from an employee's payroll disbursement or retirement annuity, on behalf of the GTCC service provider.

e. Discipline is normally not appropriate for instances or events that are not within the direct control of the employee.

f. The Employer will allow GTCC holders the opportunity to obtain annual training regarding GTCC program.

g. In the event that the billing statement includes charges that the account holder considers questionable, the cardholder will first contact the merchant to try to resolve the questionable charge. If unsuccessful, the cardholder will submit their dispute in accordance with the GTCC dispute requirements. Disputes found in favor of the merchant vendor or the employee's failure to comply with the dispute requirements will result in the disputed charge being placed back onto the cardholders account, and the cardholder would be responsible for repayment as well as any applicable late fees for an Individually Billed Account (IBA) or Prompt Payment Interest charges for a Centrally Billed Account (CBA). The employee may contact their designated Agency Program Coordinator (APC) for assistance with GTCC issues.

h. Employees may request to have their GTCC card deactivated when not being used.

i. Employees may request to have a secure location to store their GTCC card (e.g., a locker or desk) on the Employer's premises.

Section 4—Exemptions

The Employer may exempt employees from using a GTCC in accordance with applicable law and the GTCC program (e.g., individuals who are denied a travel card for failing to meet the minimum creditworthiness evaluation score or whose travel card has been canceled or suspended by the travel card vendor or the cardholder's agency).

Section 5—Credit Worthiness

a. Credit worthiness requirements for employees regarding the GTCC Program shall be consistent with OMB Circular A-123, Appendix B, Chapter 6, Credit Worthiness.

b. If it is not possible to issue an unrestricted GTCC to a particular employee, the travel card service provider may issue the applicant a restricted travel card unless the employee is denied a GTCC based on their credit score. In accordance with 10 U.S.C. 2784a(d), new GTCC IBA applicants must have their creditworthiness determined before they are issued an IBA. Applicants who do not authorize a creditworthiness evaluation will be issued a restricted card. Personnel who cancel their own cards, for whatever reason, to include disagreement with existing or revised terms and conditions of the cardholder agreement, may not be eligible for a travel advance and may be subject to administrative/disciplinary action.

END OF ARTICLE

Article 30
Safety, Health, and Wellness

Section 1—General

a. Maintaining a safe and healthy work environment, as a shared value by the Union and Employer, is necessary for the accomplishment of the Employer's mission, and contributes to a high quality of life for employees. The Employer will provide employees a workplace free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees. The Employer will also comply with occupational safety and health standards promulgated under 29 U.S.C. Chapter 15, and implementing regulations, to include applicable requirements of the Occupational Safety and Health Act of 1970 (OSH Act of 1970) and 29 CFR Part 1960 (Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related Elements). Employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to Occupational Safety and Health Administration (OSHA) and implementing regulations which are applicable to their own actions and conduct.

b. Nothing in this CBA will prevent either Party from initiating additional negotiations to address safety, health, or wellness for issues not covered by this CBA.

c. The Employer shall prepare and appropriately post, statutorily required reports, such as the OSHA 300A Log, which is a record of work related injuries and illnesses that occurred in the workplace over the calendar year previous to the posting timeframe.

d. There will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for filing a report of an unsafe or unhealthy working condition, or for participating in Occupational Safety and Health Program activities or, because of the exercise by an employee on behalf of him/herself or others of any right afforded by the OSH Act of 1970, 29 C.F.R. Part 1960, or any provision of this Article.

Section 2- Employer Required Medical Examinations

a. Employees must participate in required initial, annual, and out-processing medical examinations, to include ensuring their own accountability, scheduling and attending their required medical appointments and fitness for duty medical examinations.

b. Supervisors shall ensure that employees participating in required medical examinations are provided the opportunity to remain in full compliance with medical and physical requirements.

c. Time spent receiving medical attention:

1. Time spent waiting for and receiving medical attention for a work-related illness or injury shall be considered hours of work if the medical attention is required on

a workday an employee reported for duty and subsequently became ill or was injured, the time spent receiving medical attention occurs during the employee's regular working hours and the employee receives the medical attention on the agency's premises, or at the direction of the agency at a medical facility away from the agency's premises.

2. Time spent taking a physical examination that is required for the employee's continued employment with the agency shall be considered hours of work.

Section 3—Employer and Department of Labor (DOL) Health and Safety Related Activities

a. The Employer will notify the Union, of Employer and DOL meetings regarding OSHA inquiries and investigations and allow the Union the opportunity to attend if bargaining unit members are present at the meeting and participate on official time.

b. If possible, the Union will be notified of accident investigations involving bargaining unit employees.

c. If the Union is not satisfied with the Employer's response to a reported hazardous working condition, the Union will be given the opportunity to inform the Employer of their concerns.

c. In accordance with 29 CFR 1960.59, the Employer will determine appropriate occupational safety and health training required for employees based on their duties.

d. The Employer shall ensure employees have reasonable access to potable drinking water. The Parties understand that bottled drinking water will not be provided by the Employer to employees when potable drinking water is reasonably available. The Employer will also ensure employees have access to first aid, and safety and health equipment at or near each duty location, or available to them at a specific site to take with them prior to leaving for their assigned duty location.

e. Upon request from the Union, and when required by 5 U.S.C. 7114(b)(4), the Employer will provide the following information to the Union:

1. incident or accident reports (subject to Privacy Act restrictions and HIPAA).

2. environmental test reports.

3. reports analyzing security incidents involving threats to employees, their offices, or property (such reports may be sanitized as appropriate).

Section 4—Personal Protective Equipment

a. The Employer will furnishPersonal Protective Equipment (PPE) required by the OSH Act, implementing regulations and the Employer's rules, such as gloves, aprons,

safety glasses, safety shoes, rubber boots, helmets, spray masks, respirators. Employees will use prescribed safety equipment.

b. The Employer is not required to pay for the following items as personal protective equipment under the OSH Act and implementing regulations: Everyday clothing, such as long-sleeve shirts, long pants, street shoes, and normal work boots (29 CFR 1910.132(h)(4)(ii); and ordinary clothing, skin creams, or other items, used solely for protection from weather, such as winter coats, jackets, gloves, parkas, rubber boots, hats, raincoats, and ordinary sunglasses. and sunscreen (29 CFR 1910.132(h)(4)(iii)). Agreed upon exceptions for uniform requirements will be set forth in the uniform Article of this CBA pertaining to police and guards.

c. For protective devices not furnished directly by the Employer, such as safety shoes/boots and prescription safety glasses which may be obtained by employees from private vendors in the local community, employees will be granted ninety minutes at the end of a work day to go to the vendor's store, select item(s) consistent with supervisors' instructions (such as the monetary limit that may not be exceeded for the item(s)), and obtain approval of purchases from credit card holders, PPE budget is derived from best business practice, coupled with current cost of PPE from the commercial market (which is approximately $250 for prescription safety glasses and $150-$185 for safety boots). Either Party may initiate bargaining if there is a needed change with these dollar limits. Neither overtime nor use of a Government vehicle will be authorized for this activity.

d. Such PPE shall be replaced by the Employer when it has been determined by the responsible safety official that in their judgment and in accordance with the established standards the PPE is no longer serviceable for the purpose for which it was designed. Any employee shall have the right to request an inspection of such equipment or clothing in order to evaluate its condition. Upon request by an employee to a supervisor, such inspection shall normally be made during the tour of duty in which the request is made. The employer must pay for replacement PPE, except when the employee has lost or intentionally damaged the PPE (29 CFR 1910.132(h)(5)).

e. In accordance with 29 CFR 1910.132(d), the Employer will conduct a Job Hazard Analysis/Assessment (JHA) to assess the workplace to determine if hazards are present, or are likely to be present, which necessitate the use of personal protective equipment (PPE). If such hazards are present, or likely to be present, the employer shall:

1. Select, and have each affected employee use, the types of PPE that will protect the affected employee from the hazards identified in the hazard assessment;

2. Communicate selection decisions to each affected employee; and,

3. Select PPE that properly fits each affected employee.

f. Upon request by the Union, and when required by 5 U.S.C. 7114(b)(4), the Employer will provide the Union copies of assessments, including findings, conclusions, and decisions, and documents, data, and materials used as a basis for the decision. When a JHA results in a determination that PPE is not warranted, the Employer will consider Union requests for reconsideration and the Union will be provided the opportunity to consult with the responsible Safety Office in order to have an Employer safety professional evaluate the request. The Employer will provide a response to the Union's concerns, which includes, if applicable, explanations as to why PPE is not required under OSHA standards.

g. When the Employer's assessments determine that PPE is reasonably necessary under OSHA standards, the affected employees are required to use the types of PPE that will protect them from the hazards identified in the hazard analysis/assessment (29 CFR 1910.132(d)(i)).

h. In accordance with 29 CFR 1910.132(f), the employer shall provide training to each employee who is required to use PPE. Each such employee shall be trained to know at least the following: (1) when PPE is necessary; (2) what PPE is necessary; (3) how to properly don, doff, adjust, and wear PPE; (4) the limitations of the PPE; and (5) the proper care, maintenance, useful life and disposal of the PPE. Each affected employee shall demonstrate an understanding of the training, and the ability to use PPE properly, before being allowed to perform work requiring the use of PPE.

Section 5—Unsafe/Unhealthful Conditions

a. Any employee, group of employees, or Union representative of employees who believes that an unsafe or unhealthful working condition exists in any worksite, are encouraged to report such condition to their supervisory chain of command and/or the supporting YPG Safety Office for appropriate assessment of the perceived hazard and to take appropriate corrective action.

b. The Employer will promptly conduct inspections of unsafe or unhealthful working conditions in accordance with OSHA regulations. However, an inspection may not be necessary if, through normal management action and with prompt notification to employees and safety and health committees, the hazardous condition(s) identified can be abated immediately.

c. The Employer will make safety reports available to employees and the Union upon request in accordance with OSHA regulations and 5 U.S.C. 7114(b)(4).

d. When the Employer or other appropriate authority determines that a dangerous or potentially dangerous condition exists at a worksite, management will notify Bargaining Unit employees at that worksite and the Union as soon as practicable as to the precautionary measures to be implemented.

e. The Employer shall post a notice of hazardous conditions discovered in worksites as required by applicable laws, rules, and regulations. The notice shall be posted, at or near the location of the hazard and shall remain posted until the condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful condition and any required precautions to the full extent required by applicable laws, rules, and regulations. Simultaneously with the posting, the Employer shall deliver copies of the notice to the Union.

f. The Employer shall promptly attempt to remedy unsafe and unhealthful working conditions.

g. If there is an emergency situation in a worksite, the paramount concern is for the preservation of life, safety, and health. Should it become necessary to evacuate an area, the Employer shall take precautions to ensure the safety and health of employees. Ordinarily, employees will not be readmitted to an evacuated area until it is determined in conjunction with whatever expert resources have been called in, depending on the circumstances, that there is no longer danger to the evacuated personnel.

h. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) calendar days. Such plan shall contain a proposed timetable for the abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions and provided to the Local President(29 CFR 1960.30(c)).

i. If the abatement plan cannot be immediately implemented, the Employer shall inform affected employees of the interim measures that will be instituted for the protection of the employees. If the conditions cannot be immediately corrected, employees will be assigned work in a safe and healthy area.

j. When outages or equipment failures cause temperatures in work areas to rise above or fall below the normal range, or when conditions constituting a serious health hazard or safety condition arise, a Union representative may notify the appropriate senior management officials. The appropriate senior management official will appraise the situation and consider appropriate measures such as requesting emergency repairs, bringing in portable heating or cooling units, temporary assignment of personnel to other areas, etc. If no corrective action is taken within a reasonable period of time, the employee(s) may be placed on administrative leave, IAW applicable guidelines, until the situation is corrected.

The Employer will make heat safety information available to all bargaining unit employees

Section 6—Imminent Danger Situations

a. The term “imminent danger” means any conditions or practices in a workplace where a danger exists that could reasonably be expected to cause death or serious

physical harm immediately or before the imminence of such danger can be eliminated through normal procedures (29 CFR 1960.2(u)). An employee may decline his or her assigned task because of reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures (29 CFR 1960.46(a)).

b. Requirements. The following conditions must be met before a hazard becomes an imminent danger:

1. There must be a threat of death or serious physical harm. "Serious physical harm" means that a part of the body is damaged so severely that it cannot be used or cannot be used very well.

2. For a health hazard there must be a reasonable expectation that toxic substances or other health hazards are present and exposure to them will shorten life or cause substantial reduction in physical or mental efficiency. The harm caused by the health hazard does not have to happen immediately.

3. The threat must be immediate or imminent. This means that you must believe that death or serious physical harm could occur within a short time, for example before OSHA could investigate the problem.

4. If an OSHA inspector believes that an imminent danger exists, the inspector must inform affected employees and the employer that he is recommending that OSHA take steps to stop the imminent danger.

5. OSHA has the right to ask a federal court to order the employer to eliminate the imminent danger.

c. Employees will report imminently dangerous situations by the most expeditious means available to Range Control, appropriate emergency service and any supervisor or manager who is immediately available or the appropriate Safety Office, in order to have a qualified professional assess the situation. An employee making imminent danger reports have the right to file a written or oral report with the Employer. In addition, employees may file a report of the situation with the Department of Labor if they are not satisfied with the Employer’s corrective action.

d. Upon request by the Union and when required by 5 CFR 7114(b)(4), the Employer will provide imminent danger reports to the Union. The Union will be given the opportunity to be present during an inspection when the matter constitutes a formal discussion in accordance with 5 CFR 7114(a)(2)(A).

e. The Employer’s inspection or investigation report, if any, shall be made available to the employee making the report and the Union upon request within fifteen (15) days

after completion of the inspection, for safety violations or within thirty (30) days for health violations, unless there are compelling reasons.

f. If imminent dangers cannot be immediately corrected, employees will be assigned work in a safe and healthy area in compliance with OSHA standards.

g. If the supervisor or manager believes the condition or corrected condition does pose an immediate danger, the supervisor or manager may consult with the Employer's supporting Safety Office.

h. Any Employer instruction to an employee who reports an imminent danger situation to return or continue to work may be oral and will be followed up in writing with a copy to the Union. The instruction shall contain a statement declaring the area or assignment to be safe. The instruction will also contain a statement that if the employee disagrees and refuses to return to work, he or she may be disciplined. Employees are required to follow the instruction of their supervisor even if they disagree with their supervisor's instruction.

i. 5 U.S.C. 5545(d) authorizes the payment of hazard pay differentials to employees whose duties involve unusual physical hardship or hazard. Employees are entitled to be paid the appropriate differential for any period in which they are subjected to physical hardship or hazard not usually involved in carrying out the duties of their position. However, hazard pay differential may generally not be paid to an employee when the hazardous duty or physical hardship has been taken into account in the classification of their position, without regard to whether the hazardous duty or physical hardship is grade controlling (5 CFR 550.904(a)). If at any time an employee and/or the Union believe that differential pay is warranted, the matter may be raised using the negotiated grievance procedure and ultimately may be resolved at arbitration.

j. Any Employer safety or security policy or procedures associated with official duty international travel will be negotiated separately from this CBA to the extent negotiation is required by the Statute.

Section 7—Work-Related Injuries and illnesses

Upon request, the Employer will provide employees with information regarding the appropriate forms, filing requirements, and timelines for Workers' Compensation claims. The employee and/or supervisor will notify the appropriate Safety Office in order for reporting requirements to be met in a timely manner.

Section 8—Personal Security

a. The Employer shall provide adequate security and protection to all employees.

b. The Union reserves the right to negotiate the impact of any change to current

security practices not specifically included in this CBA to the extent negotiation is required by the Statute.

c. Violence constitutes a potential health and safety hazard in the workplace. Exposure to violence can result in both physical and emotional harm to employees. Although it is the Employer's obligation to provide a safe and secure working environment, the Employer and Union agree to work together to prevent workplace violence and to minimize the occurrence and effects of violence in the workplace should it occur.

d. Upon request by the Union, the Employer shall provide the Union reports of workplace violence incidents subject to the privacy rights of victims and perpetrators as required by 5 U.S.C. 7114(b)(4).

Section 9—Emergency Preparedness

a. The Employer will make available to employees the Employer's emergency management or preparedness plan that establishes procedures for safeguarding lives in the event of natural or man-made emergency. The plan will be made available on the Employer's Intranet site.

b. If the Employer determines that the creation of a Continuity of Operations Plan (COOP) is appropriate and necessary for an activity, the Employer will make the plan available for employees in the Union on the Employer's Intranet site. The Union may demand bargaining on any matters that are within the scope of bargaining, in accordance with the Mid-Term Bargaining Article of this CBA and the Statute.

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

d. When a bargaining unit employee is either injured or becomes ill during their tour of duty and can no longer remain on the job, the supervisor will attempt to assist the employee with arranging their transportation, at the employee's own expense, if any.

e. The Employer shall ensure that there is an emergency notification process in place for employees to be notified of emergency situations.

Section 10—Hazardous Materials

a. Employees who work with hazardous chemical or materials will be given information on the safe handling and disposal of each hazardous chemical and material used in the worksite, as per OSHA 29 CFR 1910.1200.

b. Employees exposed to hazardous chemicals or materials will report the incident to their immediate supervisor for immediate action. The Employer will inform the

employees of the permissible exposure limits, per the Safety Data Sheet (SDS) associated with the particular chemical and per OSHA 29 CFR 1910.1200, and the risks associated with the hazardous chemicals and materials to which they were exposed.

Section 11—Indoor Air Quality

Employees are entitled to work in an environment containing safe and healthy indoor air quality. The Employer shall provide safe and healthy indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by federal regulatory agencies such as OSHA, EPA, and GSA.

Section 12—Renovation and Construction

a. Wherever management decides to alter the physical work site of employees represented by the Union, the Union will be notified in advance in accordance with the Mid-Term Bargaining Article of this CBA. In addition to the requirements negotiated in any mid-term agreements, the Employer shall:

1. When possible and cost effective, isolate areas of significant renovation, painting, carpet laying, etc., from occupied areas that are not under construction;

2. When possible and cost effective, perform this work during evenings and weekends;

3. Ensure that concentrations of contaminants are sufficiently diluted prior to occupancy; and

4. Supply adequate ventilation during and after completion of work to assist in dilution of contaminant levels.

Section 13—Wellness Program

Employee wellness and the investment in programs to maintain employee health contribute directly to sustained productivity and reduction of lost employee time due to illness. Therefore the Employer will encourage programs in such areas as weight reduction, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries and illnesses, health screenings, and exercise.

END OF ARTICLE

Article 31
Equal Employment Opportunity

Section 1—Policy

The Employer and the Union affirm their commitment to Equal Employment Opportunity (EEO) and the prohibition of discrimination on the basis of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, or reprisal for engaging in protected EEO activity or opposing any practice made unlawful by Title VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act (ADEA), the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), the Rehabilitation Act, and the standards of the Americans with Disabilities Act (ADA), as amended, as applicable to federal employees under any Act of congress that prohibit unlawful discrimination.

Section 2—Workplace Diversity

a. The Parties agree that they will periodically meet at the request of either party to address any concerns regarding diversity in the Employer's workplace. The Employer encourages the Union to provide input for the Employer's implementation of workplace diversity and inclusion focused programs to foster an inclusive environment encompassing all the different characteristics and attributes of the workforce.

b. The Parties agree that their mutual cooperation regarding diversity in the Employer's workforce serves the interests of both the Employer and the workforce by functioning as a continuing link regarding diversity and inclusion matters.

Section 3—Participation in EEO and Affirmative Employment Plans

The Union will partner with the Equal Employment Opportunity office and examine employment policies, procedures and practices in order to identify actual problems and barriers that may limit employment opportunities for employees and applicants for employment.

Section 4—EEO Complaints

a. This CBA permits allegations of discrimination under the Federal Sector EEO complaint procedures, based on race, color, religion, sex, national origin, age, disability, genetic information, or for reprisal for prior EEO activity, to be raised by employees in the negotiated grievance procedures of this CBA. Allegations of discrimination may be filed under the grievance procedures of this CBA or under the EEOC federal sector EEO complaint process set forth in 29 C.F.R. Part 1614, or other applicable law and regulations, but not both.

b. Election of Forum. An employee who files a grievance under this CBA which alleges discrimination may not thereafter file a complaint on the same matter under the EEOC's federal sector EEO complaint process, irrespective of whether the Employer has informed the individual of the need to elect or of whether the grievance has raised an issue of discrimination.

c. An employee is considered to have made their election to proceed on the matter under the grievance procedures of this CBA when they file a Step 1 grievance. An employee is considered to have made their election to proceed on the matter under the federal sector EEO complaint process when they file a formal EEO complaint.

d. A mixed case complaint is a complaint of employment discrimination filed with a federal agency based on race, color, religion, sex, national origin, age, disability, or genetic information related to or stemming from an action that can be appealed to the Merit Systems Protection Board (MSPB). The complaint may contain only an allegation of employment discrimination or it may contain additional allegations that the MSPB has jurisdiction to address (29 CFR 1614.302(a)).

e. A mixed case appeal is an appeal filed with the MSPB that alleges that an appealable agency action was effected, in whole or in part, because of discrimination on the basis of race, color, religion, sex, national origin, disability, age, or genetic information (29 CFR 1614.302(b)).

f. If a mixed case appeal is filed with the MSPB or a mixed case complaint is filed as a complaint to the EEOC, the matter may not be grieved under the negotiated grievance procedure of this CBA.

Section 5—Reasonable Accommodations

a. As provided by the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791 et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101, et seq. and 29 CFR part 1630, the Employer agrees to make reasonable accommodations for qualified employees or applicants with disabilities that will enable the employee to perform the essential functions of their position. The Employer will provide an appropriate reasonable accommodation to an employee with a known physical or mental limitation or to an otherwise qualified applicant or employee with a disability, unless such covered entity can demonstrate that the accommodation would impose an undue hardship on the operation of its business. The Employer will provide an appropriate reasonable accommodation to an employee who is a qualified job applicant or employee with a disability based on the Employer's need to make reasonable accommodation to such individual's physical or mental impairments. For purposes of providing a reasonable accommodation, an employee is considered to have a disability when they (1) have a physical or mental impairment that substantially limits one or more of the major life activities of such individual; (2) have a record of such an impairment; or (3) have been regarded as having such an impairment. An undue hardship is a specific accommodation that would cause significant difficulty or expense on the Employer. This

determination, which must be made on a case-by-case basis, considers factors such as the nature and cost of the accommodation needed and the impact of the accommodation on the operations of the Employer.

b. Employees who desire to request a reasonable accommodation for their disability should make a written or oral request to their immediate supervisor. If the request is made orally, the employee must promptly follow up with a written request to help ensure there are no misunderstandings. Once the matter is raised by the employee, the supervisor and the employee will engage in an interactive process to discuss reasonable accommodation options. In determining what accommodation, if any, can be made, the Employer will consider options which will accommodate the employee's medical limitations while allowing the employee to still perform the essential functions of their position.

c. When the disability and/or need for reasonable accommodation is not obvious, and upon request by the employee's supervisor or the Employer's EEO Disability Program Manager, the employee or applicant seeking accommodation will provide them with the supporting medical documents and information related to the employee's functional impairment and/or limitations at issue pertaining to the requested accommodation. Medical information will only be requested to the extent reasonably necessary to establish that the requester is an individual with a disability and/or needs the requested accommodation.

d. An individual with a disability is not required to accept an accommodation, aid, service, opportunity or benefit which such qualified individual chooses not to accept. However, if such individual rejects a reasonable accommodation, aid, service, opportunity or benefit that is necessary to enable the individual to perform the essential functions of the position held or desired, and cannot, as a result of that rejection, perform the essential functions of the position, the individual will not be considered qualified.

Section 6—Information and Notice to Union and Employees

a. Upon request by the Union, in accordance with 5 U.S.C. 7114(b)(4) the Employer will provide the Union copies of regulations which is normally maintained by the Employer in the regular course of business that describe the discrimination complaints process and statistical reports concerning discrimination complaints filed by bargaining unit employees. The Employer may provide this information electronically to the Union or may provide the Union a website link they can access to obtain the information.

b. Provision of any information under this Article does not impact any rights the Union may have under 5 U.S.C. 7114 (b) or the Freedom of Information Act.

c. If a complainant elects to use the grievance procedure with Union representation, instead of the statutory procedure for filing a discrimination complaint, the grievance procedures of this CBA will apply. Provision of any information under this Article does

not impact any rights the Union may have under 5 U.S.C. 7114(b) and the Freedom of Information Act. If the Union is representing an employee in a grievance procedure, the Union will have the same access to information as the Complainant.

d. The Union will be provided information relating to the demographics of the workforce when requested to represent the bargaining unit employees in a potential or actual grievance. The Employer will also provide this information to the Union within a reasonable time of receiving a written request from the Union.

e. Upon request, the Employer's EEO office will provide the Union with copies of any reports and plans submitted concerning the Employer's implementation of the Notification and Federal Employee Antidiscrimination and Retaliation Act (No FEAR Act).

f. The Employer's EEO office will notify the Union and provide the Union with the opportunity to be present during any formal discussion under 5 U.S.C. 7114(a)(2)(A) affecting the terms and conditions of employment during the processing of any formal EEO complaint as required by law, to include settlement discussions. The Employer's EEO office will notify the Union designee as far in advance of the formal discussion as possible under the circumstances and inform them of the nature of the original complaint. The Union representative will be given an opportunity to participate in the formal discussion, which includes the opportunity to speak, comment, and make statements.

END OF ARTICLE

Article 32
Workers' Compensation

Section 1—Coverage

The Federal Employees' Compensation Act (FECA) provides workers compensation to appropriated fund employees who become disabled due to an employment-related occupational disease or injury sustained in the performance of duty. The Longshore and Harbor Workers Compensation Act (LHWCA) provides workers compensation to Nonappropriated fund employees who become disabled due to an employment-related occupational disease or injury sustained in the performance of duty. Both Acts are administered by the U.S. Department of Labor, Office of Workers' Compensation Programs (OWCP), and the applicable laws and regulations are set forth in 5 U.S.C. Chapter 81 and 20 C.F.R. Part 10 (FECA) and 20 CFR Part 701 (LHWCA).

Section 2—Employee Responsibility

Employees are responsible for promptly reporting job-related illnesses and injuries to their immediate supervisors or other appropriate management official. Employees are responsible to initiate a claim for workers compensation if the employee chooses to proceed with a claim.

Section 3—Employer Responsibility

a. When notice of a job-related illness or injury is received by the Employer, the Employer will:

1. Assist employees with having a means to initiate a claim.

2. Assist appropriated fund employees with accessing the appropriate forms to file claims electronically if the capability exists or in hard copy if necessary e.g., CA-1 (Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation), CA-2 (Federal Employee's Notice of Occupational Disease and Claim for Compensation), etc.

3. Assist Nonappropriated fund employees with accessing the appropriate forms to file claims electronically if the capability exists or in hard copy if necessary e.g., LS-1(Request for Examination and/or Treatment), LS-201 (Notice of Employee's Injury or Death), LS-202 (Employer's First Report of Injury or Occupational Illness), etc.

4. Assist employees in completing their required sections of the forms, as necessary; and

5. Submit the completed claims in a timely fashion.

b. At the time a CA or LS form is received by the supervisor, the supervisor will complete the required sections of the forms, including the receipt of notice of injury.

c. The Employer is responsible for obtaining any witness statements and for the proper codes required on the appropriate CA or LS forms, and should also submit any other information or evidence pertinent to the merits of this claim to the appropriate office. Employees are responsible for initiating their claim and providing the documentation in support of their claim, to include witness statements.

END OF ARTICLE

Article 33
Employee Assistance Program

Section 1—Policy

a. This Article will be administered in accordance with applicable Federal laws and regulations, including 5 CFR Part 792 governing Federal Employees' Health, Counseling and Work/Life Programs, which is applicable to both appropriated fund and Nonappropriated fund employees covered by this CBA. The Employer agrees, within capabilities of existing resources, to provide an Employee Assistance Program (EAP) at no cost to employees that offers appropriate prevention, treatment, and rehabilitation programs and services for employees with alcohol and drug problems and for other non-substance abuse related problems that may affect their job performance or well being. The program includes referral services for problems related to alcohol, drug abuse, personal/emotional, financial, marital, family, legal matters, and follow-up services to help an employee readjust to his or her job during and after treatment.

b. The Parties agree to support efforts to assist and educate employees with respect to the prevention of alcohol and substance abuse by providing assistance with regard to treatment of alcohol and substance abuse in accordance with appropriate law, or Government-wide regulations. The Parties jointly agree that substance abuse can be a treatable illness, and seeking treatment for substance abuse will not jeopardize an employee's rights or job security.

Section 2—Employee Assistance Program

a. The EAP counselors will assist employees in addressing problems that have had an adverse effect on their job performance, reliability, and health.

b. EAP counselors will be available to employees who are experiencing performance and conduct issues. The EAP can be important in preventing and intervening in workplace violence incidents; delivering critical incident stress debriefings; and providing assistance to management and employees during Employer restructuring or other major organizational transitions or developments.

c. Employees may contact the Employer's EAP Manager for information regarding the EAP. Such information may also be available on the Employer's intranet site.

Section 3—Voluntary Participation and Employee Responsibility

a. Enrollment in EAP is voluntary and an employee will not be required to participate in EAP services.

b. Prior to leaving the work place to meet with an EAP counselor, the employee must inform their supervisor. Employees who do not want their supervisors to know of

their attendance must make arrangements for EAP appointments outside of duty hours or request leave.

Section 4—Access to EAP Services

a. The Employer will grant employees time during their regularly scheduled tour of duty to meet with the Employer's EAP counselor up to six (6) sessions per year for authorized services to include screening, short-term counseling and referral for all adult living problems, provided that the employee informs the supervisor of the appointment. Upon request by the employee, the Employer may approve more than six (6) sessions with the EAP counselor.

b. Employees who are referred to community services for treatment may request leave in accordance with the Leave Articles established in this CBA.

Section 5—Confidentiality of the Program

a. The Employer and the Union recognize that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, and Government-wide regulations. Employees are under no obligation to enroll and the discussion of personal information is kept strictly between the employee and the counselor, unless the employee gives permission to release. The Parties recognize that all confidential information and records concerning an employee's counseling and treatment through the EAP will be maintained in accordance with The Privacy Act of 1974 (5 U.S.C. § 552a) and Confidentiality of Drug and Alcohol Abuse Patient Records (42 CFR Part 2).

b. The Employer may not obtain or disclose information about the substance of the employee's involvement with the EAP except with an employee's written consent or otherwise authorized by law or Government-wide regulation.

Section 6—Confidentiality: (Unacceptable Performance, Disciplinary and Adverse Actions)

a. Any information obtained from the EAP with the employee's authorization may not serve as the basis for disciplinary or adverse actions, unless otherwise authorized by applicable law or Government-wide regulations. In accordance with 5 CFR 792.105(c), whenever a supervisor becomes aware that a Federal employee's use of alcohol and/or drugs may be contributing to a performance or conduct deficiency, the supervisor shall recommend counseling and refer the employee to the agency counseling program. If an employee fails to participate in any rehabilitative program or, having participated, the employee fails to bring conduct or performance up to satisfactory level, the agency shall evaluate the employee accordingly and initiate an appropriate performance-based or adverse action. In evaluating an employee's work performance and job-related conduct, the supervisor may consider whether an employee referred to counseling is cooperating with a recommended plan of counseling.

b. The results of a drug test of a civilian employee may be disclosed without prior written consent of the employee to any supervisory or management official having authority to take adverse personnel action against the employee.

c. Any employee found to be using illegal drugs or to be impaired by alcohol while on duty may be subject to disciplinary action.

Section 7—Drug Testing

a. Drug Testing will be administered in a consistent manner in accordance with applicable laws and Government-wide regulations.

b. Upon request and as required by 5 U.S.C. 7114(b)(4), the Union will be given a copy of the list of names used by the Employer for random drug testing of bargaining unit employees.

END OF ARTICLE

Article 34
Work Space Moves

Section 1—Purpose

The Employer will bargain in good faith with the Union over negotiable proposals regarding the procedures to be used to implement the decision to move its offices and any appropriate arrangements for adversely affected employees in accordance with 5 U.S.C. 7106(b)(2) & (3).

Section 2—Management Initiated Moves

An employee who is reassigned to a new work space will receive at least seven (7) calendar days' notice prior to the effective date of the move, when feasible.

Section 3—Employee Initiated Moves

Employees may request to be moved to a vacant available work space within their work area. The Employer will consider such employee requests consistent with applicable operational requirements, budgetary constraints and other relevant factors.

END OF ARTICLE

Article 35
Details

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 their regular duties at the end of the detail. A detail involves no change in pay or employment category to accommodate a temporary need. An employee who continues to carry out the duties of the position to which permanently assigned and also performs some of the duties of another position for a limited time generally is not considered to be on detail.

Details of appropriated fund employees covered by this CBA will be made in accordance with applicable law and Government-wide regulations (e.g., 5 U.S.C. 3341, 5 CFR 300.301). Details of Nonappropriated fund employees covered by this CBA will be made in accordance with this CBA and other agreements which may be reached by the Parties.

Section 2

The Employer will attempt to evenly distribute detail opportunities to qualified employees in a fair manner. Consistent with mission requirements, when employees are equally qualified for a detail opportunity, the employee who has seniority based on the definition of "seniority" set forth in Article 5 of the CBA will normally be offered first consideration of the detail opportunity ahead of employees lower in seniority. If no qualified employee offered the detail voluntarily accepts it, then the Employer may direct that the employee lowest on the seniority roster will be assigned to the detail.

Section 3—Temporary Duty Location (TDY)

a. A temporary duty (TDY) location is a place away from an employee's official station, where the employee is authorized to travel. The Employer may place an employee on detail while the employee is in a TDY status. The Employer will attempt to evenly distribute in a fair manner the detailing of qualified personnel to temporary duty assignments for extended periods of time beyond one hundred eighty (180) days.

b. Consistent with mission requirements, when employees are equally qualified for an extended temporary duty assignment, the employee who has seniority based on the definition of "seniority" set forth in Article 5 of the CBA will normally be offered first consideration for the extended TDY opportunity ahead of employees lower in seniority. If no qualified employee offered the extended TDY opportunity voluntarily accepts it, then the Employer may direct that the employee lowest on the seniority roster be assigned to the extended TDY.

END OF ARTICLE

Article 36
Reassignments

Section 1—General

a. Reassignment is a change of an employee, while serving continuously with the same Agency, from one position to another, without promotion or demotion (5 CFR 210.102(b)(12)). During a reassignment an employee is moved from one position to another position for which they qualify at the same grade level and with an equivalent target grade or equivalent band level, if applicable. In accordance with 5 U.S.C. 7106(a)(2) and 5 CFR Part 335, the Employer has the authority to reassign employees at its discretion for legitimate management reasons. Reassignments will be documented in the employee's e-OPF consistent with OPM requirements.

b. Reassignments of NAF employees involve the movement of an employee from one position to another position at the same grade/level in the same NAFI. For payband NAF employees, reassignments may be with or without a pay adjustment, and such reassignments may be taken noncompetitively.

c. The Employer will provide prior notice to the Union when a bargaining unit member is reassigned.

d. Reassignments may be either management-directed (e.g., in order to avoid RIF actions or when an employee's skills are better utilized in another equivalent position) or voluntary (employee-initiated).

e. The Employer may reassign Nonappropriated fund employees noncompetitively within a Nonappropriated Fund Instrumentality (NAFI) to another position that is comparable in grade or payband level or as part of an approved career management program, a planned developmental progression of the occupied position, or to effect organizational realignments in personnel for purposes of maintaining operations, training, or effective management.

f. The Employer will issue required personnel documents, e.g., a Standard Form 50 for appropriated fund employees, when an employee is reassigned. An employee reassigned may be required to work under an existing position description, a new position description, or an unclassified set of duties.

g. Garrison commanders or equivalents are authorized to modify (except for Child and Youth Personnel Pay Program (CYPPP) positions and positive education requirements) qualification standards for Nonappropriated fund employee reassignments, voluntary changes to lower grades and/or payband levels, transfers, and reinstatements to the same or lower grade level when an employee's background includes experience or training that would indicate successful job performance.

h. No provisions of this CBA will be deemed to limit or affect the responsibility and authority of the Employer to reassign employees under its jurisdiction to nonsensitive positions when in the interests of national security.

Section 2

a. Management directed reassignments are initiated by management to laterally move an employee to another position within the organization or between organizations. This often occurs when placing employees in order to avoid reduction in force actions or for other reasons when an employee's skills can be better utilized in another equivalent position. Management directed reassignments are based on management's determination of its legitimate needs for the reassignment. Employees must be qualified for the position to which they are reassigned.

b. Unless a reassignment is directed for a specific employee(s) for legitimate management considerations, consistent with mission requirements, when the Employer determines that all eligible employees are equally qualified for a reassignment opportunity, the employee who has seniority based on the definition of "seniority" set forth in Article 5 of this CBA will normally be offered first consideration of the reassignment opportunity ahead of employees in lower seniority. The Union may request a written explanation as to why an employee with seniority was not selected.

c. When an employee is reassigned to a different position, the employee will be given a reasonable period of normally no more than ninety (90) days in which to become proficient.

d. Upon request, the Employer will bargain over negotiable aspects of an employee's reassignment to the extent required by the Federal Service Labor Relations Statute 5 U.S.C. Chapter 71.

e. The Employer will give reasonable consideration to documented reasons that a reassignment will cause an employee undue personal or professional hardship.

Section 3—Voluntary Reassignment

Employees may volunteer for reassignments or apply for advertised opportunities. All such requests are subject to management's right to assign employees work, and to determine the personnel by which Employer operations shall be conducted. The Employer's decision regarding an employee's request for voluntary reassignment is based on the Agency's needs. Any voluntary changes will be processed in accordance with applicable laws, and Government-wide regulations, and this CBA.

Section 4—Relocation Expenses

An employee affected by a management-directed or a voluntarily requested reassignment may be entitled to relocation expenses in accordance with applicable laws and Government-wide regulations, to include the FTR.

END OF ARTICLE

Article 37
Reorganization

Section 1—Definition

For the purpose of this CBA, a reorganization is the elimination, addition, or redistribution of functions or duties and reporting relationships within an organization that affects one or more positions, including the restructuring of Employer components. A reorganization or restructuring does not include situations when the Employer issues a management directed reassignment or realignment to an employee, or when an employee voluntarily chooses to be reassigned or realigned.

Section 2—Communications and Bargaining with the Union

The Employer will provide the Union, whose bargaining unit members are directly impacted by a reorganization, with written notice of the planned reorganization, which includes sufficient information regarding the scope, impact, and intended implementation date(s) of the reorganization. Upon request by the Union, the Employer agrees to meet with the Union within a reasonable amount of time after the request, to address issues or concerns the Union may have regarding the planned reorganization. The Parties agree to meet, consult, and bargain over the impact and implementation of reorganizations to the extent required by the Statute. Consistent with 5 U.S.C. 7114(b)(4), the Employer will provide the Union, upon request, with the information required to be provided by the Statute. Status quo will be maintained pending the completion of required bargaining, unless the Employer determines that maintaining the status quo would adversely impact the functioning of the Employer.

END OF ARTICLE

Article 38
Reduction-in-Force

Section 1—Introduction

a. Reduction-in-force (RIF) will be conducted in accordance with applicable laws and Government-wide regulations.

b. RIFs necessary involving Nonappropriated Fund (NAF) Personnel will be conducted in accordance with the NAF Business Based Action (BBA) Article of this CBA.

Section 2—Process

When conducting a RIF, the Employer will:

a. Consider appropriate actions to mitigate the size of reductions, such as Voluntary Early Retirement Authority (VERA) or Voluntary Separation Incentive Payment (VSIP), hiring freezes, terminating temporary employees, reduction in work hours, retraining, and curtailing discretionary spending.

b. Consider using the Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP).

c. In accordance with applicable legal requirements provide the Union with advance notification and an opportunity to bargain over the procedures for implementing the RIF and the appropriate arrangements for employees who are impacted by the RIF.

d. Provide the Union with all information that is necessary to satisfy its bargaining obligations and representational responsibilities regarding necessary RIFs consistent with 5 U.S.C. 7114(b)(4), such as:

1. Estimated number of positions to be affected;

2. Type of anticipated action (separation, downgrades, reassignments, etc.);

3. The competitive levels;

4. Title, grade, and series of all affected positions;

5. Anticipated beginning date of the RIF;

6. Which employees received performance credit on their service computation dates;

7. The location of the retention records pertaining to bargaining unit employees covered by this CBA; and

8. Copies of the retention registers pertaining to bargaining unit employees covered by this CBA.

Section 3—Employer Notice to Competing Employees Selected for Release From a Competitive Level

a. The Employer will inform all employees as fully and as quickly as possible of plans or requirements for a RIF, in accordance with applicable rules and regulations.

b. The Employer will provide a specific written notice to each competing employee selected for release from their competitive level, at least sixty (60) calendar days (not counting notice delivery dates and effective dates) prior to the effective date of the release. When a RIF is caused by circumstances not reasonably foreseeable, the Employer may, with OPM approval, give the employee a specific written notice of less than sixty (60) calendar days, but at least thirty (30) calendar days prior to the effective date of the release. At the same time the Employer issues a RIF notice to an employee, the Employer will give a written notice to the Union of each affected employee at the time of the notice. At a minimum, the notice to the employee will include the following information:

1. The specific action being taken (e.g. separation; demotion; etc.)

2. The reasons for the action;

3. The effective date of the action;

4. The employee's service computation date;

5. The employee's subgroup;

6. The employee's competitive area;

7. The employee's competitive level and the three most recent ratings of record received during the last four (4) years. In accordance with OPM government wide regulations, when employees do not have three (3) actual annual performance ratings of record received during the four (4) year period prior to the date of issuance of a Reduction In Force (RIF) notice, RIF retention credits for performance will be based on "assumed" annual ratings of "fully successful" in accordance with OPM government wide regulations (e.g., 5 CFR 351.504(c)), or applicable DoD-wide RIF regulations implementing Section 1101 of the National Defense Authorization Act for FY16;

8. The place where the employee may inspect the regulations and record pertinent to the case;

9. The reasons for retaining a lower standing employee in the same competitive level;

10. Information on re-employment rights, except as permitted by 5 CFR 351.803(a).

11. The employee's right, as applicable, to appeal to the Merit Systems Protection Board (MSPB) under the provisions of the Board's regulations, or to grieve under the negotiated grievance procedure of this CBA, but not both.

END OF ARTICLE

Article 39
Furloughs

Section 1—Definition

a. An administrative furlough is a planned event by the Employer which is designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any other budget situation other than a lapse in appropriations. This type of furlough is typically a non-emergency furlough in that the Employer has sufficient time to reduce spending and give adequate notice to employees of its specific furlough plan and how many furlough days will be required. An example of when such a furlough may be necessary is when, as a result of Congressional budget decisions, an Employer is required to absorb additional reductions over the course of a fiscal year.

b. A shutdown furlough (also called an emergency furlough) occurs when there is a lapse in appropriations, and can occur at the beginning of a fiscal year, if no funds have been appropriated for that year, or upon expiration of a continuing resolution, if a new continuing resolution or appropriations law is not passed. In the event that funds are not available through an appropriations law or continuing resolution, a "shutdown" furlough occurs. A shutdown furlough is necessary when an agency no longer has the necessary funds to operate and must shut down those activities which are not excepted pursuant to the Antideficiency Act (31 U.S.C. 1341-1342). In a shutdown furlough, an affected agency would have to shut down any activities funded by annual appropriations that are not excepted by law. Typically, an agency will have very little to no lead time to plan and implement a shutdown furlough.

Section 2—Coverage

a. In the context of shutdown furloughs, the term "excepted employees" refers to employees who are funded through annual appropriations, but are excepted from a furlough because they are performing work that, by law, may continue to be performed during a lapse in appropriations. Excepted employees include employees who are performing emergency work involving the safety of human life or the protection of property, or performing certain other types of excepted work.

b. Following a lapse in appropriations, employees who are funded through annual appropriations and are not designated as excepted are barred from working during a shutdown, except for those limited number of employees who are required to report for work for up to four (4) hours to the extent needed to provide for the orderly suspension of functions.

Section 3—Planning

a. For administrative furloughs the Employer is not required to consider all possible alternatives to address budgetary constraints prior to placing employees on furlough. The Employer's decision to furlough need not necessarily be the perceived best

possible alternative. Rather, the furlough must simply be a reasonable management solution to the financial restrictions placed on it and the Employer must have made its determination as to which employees to furlough in a fair and even manner which promotes the efficiency of the service.

b. The Employer may consider the Union's pre-decisional input regarding procedures and appropriate arrangements under the Federal Service Labor Management Relations Statute (5 U.S.C. Chapter 71), or the Union may request to negotiate matters to the extent authorized by the Statute.

c. For administrative furloughs, the Parties agree to negotiate furlough schedules for bargaining unit employees to the extent required by the Statute. Subject to mission requirements, when an administrative furlough is involved, the Employer may consider employee requests for a specific furlough schedule.

d. Upon request by the Union, the Employer will provide the Union information regarding a furlough necessary for the Union to perform its representational functions in accordance with 5 U.S.C. 7114 (b)(4).

e. For shutdown furloughs, if subsequently authorized by law (e.g., by congressional authorization and appropriation), the Employer may grant employees who suffer loss of pay through a furlough, retroactive pay and benefits that the employees would have received had they not been furloughed.

Section 4—Notification

a. The Employer agrees to notify the Union of an impending administrative furlough as soon as practical after the Employer is informed. Subsequently, upon request by the Union, the Employer will identify the impacted organization(s) and the bargaining unit employees who will be furloughed.

b. Since a shutdown furlough is being taken because of a sudden emergency requiring curtailment of the agency's activities, no advance notification to employees or the Union is possible.

c. During a shutdown furlough the Employer will provide affected employees a shutdown furlough notice citing the reasons of the furlough. Although the Employer will ultimately provide affected employees a written notice of decision to furlough, it is not required that such written notice be given to employees prior to affecting a shutdown furlough. The Employer will, however, provide a written notice of decision to furlough affected employees as soon as possible after the furlough begins.

d. Employees on furlough will be advised in their furlough notice, that they are not permitted to conduct Employer work at their workplace or other alternative worksite unless or until recalled, and that they are not permitted to work as an unpaid volunteer in accordance with OPM guidelines.

e. The Employer will issue administrative furlough notices to affected employees in accordance with applicable law and OPM government-wide regulation. Notices may be issued electronically to employees where possible; or any other delivery method deemed appropriate to ensure receipt.

f. During a shutdown furlough, an employee will continue to be covered under the Federal Employees Health Benefits (FEHB) program even if the agency is unable to make its premium payments on time. Since the employee will be in a non-pay status, the enrollee share of the FEHB premium will accumulate and be withheld from pay upon return to pay status. During an administrative furlough, the employee can choose between directly paying the Employing office to keep premiums current, or the employee may incur a debt that the employing office will recover when the employee's pay becomes sufficient to cover the premium.

g. During an administrative or shutdown furlough, an employee's Federal Employees' Group Life Insurance (FEGLI) coverage will continue for twelve (12) consecutive months in a non-pay status without cost to the employee or to the Agency. Neither the employee nor the agency incurs a debt during this period of nonpay. This provision does not apply if the employee in LWOP status is receiving workers' compensation from Office of Workers' Compensation (OWCP).

h. During an administrative furlough, if there is sufficient pay in the pay period to cover the employee's share of the FEGLI premium for that pay period, then the full FEGLI premium will be withheld and the employee will continue to be covered under FEGLI, even during the furlough period.

Section 5—Return to Work

If a shutdown furlough were to occur, employees are expected to return to work at the conclusion of the shutdown. When a continuing resolution or a fiscal year appropriation for the Employer is approved, employees are expected to return to work on their next regular duty day. Local news media may be used to notify employees. Employees should monitor public broadcasts and the Internet to monitor the status of the furlough.

Section 6—Furlough Appeal/Grievances

Bargaining unit employees covered by this CBA may grieve a furlough decision in accordance with the grievance procedures of this CBA or may appeal their furlough decision to the Merit Systems Protection Board (MSPB), but not both.

END OF ARTICLE

Article 40
Contracting Out

Section 1—General

a. The Parties understand that determinations with respect to contracting-out work of government employees is an area within the sole and exclusive judgment of the Employer in accordance with the Employer's management rights under 5 U.S.C. 7106(a)(2)(B). The term "contracting-out" as referred to in this Article means identifying commercial-type activities performed by government personnel and determining whether these activities are best provided by the private sector, by government employees, or by another agency through a fee-for-service agreement, when evaluating whether a change in the performance of a commercial activity from agency performance to a private sector provider is appropriate in accordance with Office of Management and Budget (OMB) Circular No. A-76(Revised) Subj: Performance of Commercial Activities (May 29, 2003, as amended). The Employer agrees to exercise its right to make contracting-out determinations in accordance with applicable laws and Government-wide regulations.

b. When the Employer determines to contract out the work of government employees utilizing the OMB A-76 procedures, the Employer will notify the Union to provide the opportunity to request to negotiate to the extent required by law.

Section 2—Notification of Contracting Out

a. The Employer agrees to notify the Union promptly of any contracting-out actions which will result in the use of reduction-in-force procedures affecting any career or career-conditional employees within the bargaining unit.

b. The Employer agrees to notify the Union, as required by applicable laws, Government-wide regulations and this CBA, of its decision to conduct a cost comparison study that may result in the conversion of a bargaining unit employee's position to a private sector provider.

c. Management will provide the Union with an opportunity to be present during formal discussions as required by the Statute (5 U.S.C. 7114(a)(2)(A)) with bargaining unit employees concerning the contracting out of work performed by bargaining unit employees, throughout all stages of the OMB A-76 process.

d. Upon the Union's request, the Employer will furnish information to the Union to the extent required by 5 U.S.C. 7114(b)(4) as necessary for the Union to perform its representational responsibilities concerning the contracting out study, provided the information is not restricted by applicable laws and Government-wide regulations.

e. During the OMB A-76 study, management may consider the Union's recommendations concerning contracting out, to include information pertaining to the Agency's most efficient organization (MEO) submission and pertaining to the A-76 performance work statement (PWS) when it directly effects bargaining unit employees.

Section 3—Adverse Impact

The Employer agrees to attempt to minimize adverse effects upon displaced qualified employees directly affected by contracting out actions in accordance with Reduction-In-Force (RIF) requirements or other procedures required by applicable laws and Government-wide regulations.

Section 4 – Contracting Out Nonappropriated Fund (NAF) Employee Duties

a. Contracting-out NAF bargaining unit employee duties is covered in the Business Based Action (BBA) Article of this CBA.

b. The Employer agrees to attempt to minimize adverse effects upon displaced qualified NAF regular or flexible bargaining unit employee who have been on the rolls for three (3) continuous years or more, who are directly affected by BBAs, in accordance with the BBA Article of this CBA and other applicable laws and Government-wide regulations. The Employer will attempt to place adversely affected employees in existing vacancies for which they are eligible and qualified, if the vacancies are to be filled.

END OF ARTICLE

Article 41
Retirement

Section 1—Purpose

An employee's entitlement for retirement benefits shall be administered in accordance with applicable laws (e.g., 5 U.S.C. Chapter 83) and regulations (e.g. 5 CFR, Part 831 and 5 CFR Part 842 for appropriated fund personnel and 5 CFR Part 847 for Nonappropriated Fund (NAF) personnel). The purpose of this Article is to clarify certain policies covering employee retirement in accordance with applicable laws and government-wide regulations.

Section 2—Retirement

a. Retirement Planning. Appropriated fund employees will normally receive retirement planning assistance and guidance directly from the Army Benefits Center-Civilian (ABC-C). Employees may be allowed to engage in retirement planning activities during their duty time subject to workload requirements and supervisor approval. These employees nearing eligibility for retirement who have questions concerning retirement benefits may contact ABC-C for information and/or counseling. Information regarding various retirement benefits topics is available to employees at the ABC-C website, currently at www.abc.army.mil. NAF employees will normally receive retirement planning assistance and guidance directly from their servicing NAF Human Resources Office.

b. Voluntary or Involuntary Separation. Employees who separate voluntarily or involuntarily (except by retirement) may contact the Army Benefits Center-Civilian for information regarding disability retirement, discontinued service annuity, and deferred annuity as provided by law and OPM regulations.

c. Involuntary Separation. Employees who are involuntarily separated because of medical or physical inability to perform their assigned duties may file for disability retirement within one (1) year after their date of separation. An employee who is removed for medical or physical inability to perform the essential functions of their position may be entitled to disability retirement. An employee's application for disability retirement need not delay any other appropriate personnel action (5 CFR 752.404).

d. An employee may withdraw or change their date of a retirement application at any time prior to its effective date by providing the required documentation to the ABC-C.

Section 3—Thrift Savings Plan

The Employer will provide new employees information relating to the Thrift Savings Plan (TSP) during new employee orientation sessions or during new employee initial in-

processing. Employees may access information concerning investing in TSP on the TSP website which is currently at www.tsp.gov.

END OF ARTICLE

Article 42
Dress Code

Section 1

Employees are expected to follow dress and grooming standards that provide a professional and reasonable appearance appropriate for the duties they perform. In determining whether employees are appropriately dressed and groomed, the Employer will consider the type of position occupied and types of duties performed by employees, and other relevant factors, such as comfort, productivity, health and safety. When established clothing standards (e.g., suit coat and tie) create discomfort during hot weather and in places where cooling is minimized (e.g., to conserve energy or other appropriate reasons) the requirements may be modified or eliminated.

Section 2

Personal displeasure of Management for styles and modes of dress and grooming that may or may not be currently in style is not adequate criterion for determining appropriate dress or grooming. Any prohibitions by Management on employee dress and grooming must be based on a clear showing that the prohibited attire attributes to an unsafe; or unhealthy; or non-productive; or disruptive work environment; or does not portray a professional or reasonable appearance appropriate for the duties they perform. Clothing with slogans, drawings, or language which could be construed as being lewd, obscene, profane, sexually suggestive, or generally offensive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct, is not authorized to be worn.

END OF ARTICLE

Article 43
Past Practices

a. Past practices that are contrary to law are not enforceable, may not continue, and must be terminated.

b. To the extent past practices, created by an individual supervisor, are binding with regard to employees subject to that supervisor's supervision, such past practices are not binding with regard to employees who do not fall under that supervisor's supervision. Such past practices are not binding on the Employer command-wide, unless otherwise negotiated and agreed to by the Parties.

c. Any prior past practices pertaining to conditions of employment which were in effect prior to the effective date of this Agreement, and have not been specifically incorporated into this Agreement, shall nevertheless remain in effect after this Agreement is in force, and are subject to negotiations at the request of either Party.

END OF ARTICLE

Article 44
Notice of Unfair Labor Practice Charges

a. Management and the Union recognize that it is in the best interest of both Parties to attempt to resolve unfair labor practice allegations before involving a third party. Therefore, the Parties agree to make a reasonable effort to resolve disputes before filing unfair labor practice charges with the FLRA.

b. The Union and the Employer agree to notify the other Party in writing of an unfair labor practice allegation at least fifteen (15) calendar days prior to filing a charge with the FLRA. This written notice will contain the facts alleged as the basis for the unfair labor practice. The Union will provide this notice with the Labor Management Employee Relations Specialist of the Civilian Personnel Advisory Center, U.S. Army Yuma Proving Ground. The Employer will file this notice with the Union President. Neither Party is required to comply with this fifteen (15) calendar days advance notice period if it would result in a Party's waiver of its rights under the statute to file an unfair labor practice.

c. During this fifteen (15) calendar day period, the Parties will initiate contact with each other in a good faith effort to settle the dispute. If no resolution is achieved, the charging Party may formally submit its allegations to the FLRA after the expiration of the fifteen (15) calendar day period. If either Party is unwilling or unable to contact or meet with the other Party in an effort to resolve the dispute within seven (7) days after notice is provided, a Party is not required to wait for the fifteen (15) day advance notice period to expire. The Parties understand that they may extend the time period to resolve the dispute as mutually agreed to by both Parties.

END OF ARTICLE

Article 45
Police and Guard Uniforms

Section 1

a. Department of the Army Civilian Police and Security Guards (DACP/SG) are required to wear standard uniforms etc., and are expected to comply with grooming and appearance standards that are customary for the position that are generally more stringent than those required of other employees.

b. DACP/SG employees will continue to wear the current Navy blue colored Uniform items during the life of this Agreement.

Section 2 – UNIFORM ALLOWANCE RATES

a. The Employer will provide an initial uniform allowance of $1,800.00 to be issued to new DACP/SG employees after becoming subject to wear of the required uniform at US Army Yuma Proving Ground, and the DACP/SG will use this initial uniform allowance to purchase their required uniforms and uniform accessories.

b. The initial uniform allowance for the first year shall be paid in full on, or before, the date the employee is required to wear the uniform.

c. After the first year the employees receive the uniform allowance, payment may be made on an annual, semi-annual or quarterly basis to help defray the cost of replacement items and based on the cost prorated for the estimated life of the articles of clothing included in the uniform. Uniform allowances are paid at the beginning of the period in which service is to be performed. Employer will provide a $200.00 quarterly uniform allowance to DACP/SG after they complete twelve (12) months of service. The uniform replacement/maintenance allowance will continue until the individual is no longer employed as a U.S. Army Garrison Yuma DACP/SG.

d. When authorized by law or Government-wide regulations, the initial uniform allowance and the quarterly uniform allowance may be subject to change.

(Section 3 – Uniform Items, Accessories and Peripherals – on following page).

Section 3 – UNIFORM ITEMS, ACCESSORIES AND PERIPHERALS

The following lists identify Uniform items and accessories to be purchased by the employees with their uniform allowance, and identify the uniform items and accessories to be furnished by the Employer:

Authorized Uniform Items and Accessories to be Furnished by Employer as Required	Authorized Required Uniform Items and Accessories to be Purchased by Employees with their Uniform Allowance
Holster	Uniform shirts (long/short sleeve)
Ballistic vest and outer covers	T-shirts (black or blue)
Hat (baseball style cap, Sheriff's hat, campaign hat) and hat/cap insignia, or other authorized hat/cap	Uniform pants/trousers/shorts
Badge	Trouser Belt (black)
Shoulder insignia	Gloves
US Flag cloth replica	Jacket (windbreaker, sweater - black or blue)
Rank insignia	Nameplate/Name Tape
Duty belt with suspenders/harness (black nylon weave or black leather basket weave)	Boots for standard uniform(black)
Holster with level 3 retention	Low top black oxford shoes (when shorts are worn)
Ammunition magazine holder	Long weather under garments
Hand cuffs with case	Necktie (black or blue)
Police baton with holder	Socks
Flashlight with holder	Scarves if desired by employee (black or blue)
Medical glove holder	
First Aid package with case	
Oleoresin capsicum spray with holder	
Key holder	
Cap cover, rain	
Awards	
Skill qualification badges	
Reflective Traffic Vest	
Kevlar helmet and face shield	
Chemical suit ensemble	
Wet weather gear	
Taser and holster	
Protective mask and carrier	
Any organizational clothing and equipment, as determined by the employer	

c. DACP/SG employees are required to return uniform accessories and other job related items furnished by the Employer issued by a hand receipt when they are no longer employed as a DACP/SG at U.S. Army Yuma Proving Ground. DACP/SG who purchase uniform items and accessories with their uniform allowance are normally not required to return those items and accessories.

d. If an employee's uniform items or accessories are damaged during the course of their official duties or are stolen, the Employer will directly replace the items or accessories at no cost to the employee upon completion of required reports. In such circumstances employees are not required to use their uniform allowance to replace the damaged or stolen items.

e. Employees will maintain a high standard of dress and appearance at all times, project a professional image, and ensure that their uniforms are clean, serviceable, and pressed. Employees are expected to use their uniform allowance to pay for any costs associated with cleaning and pressing. Employer will not mandate unnecessary uniform requirements beyond what the Employer furnishes the employee, or what the employee is authorized and required to purchase with their initial or replacement uniform allowance.

END OF ARTICLE

Article 46
Leave

Section 1—General Leave Request Procedures

a. The Parties acknowledge that properly managed leave is essential for supervisors to plan and schedule work for mission accomplishment, and that unplanned leave may cause hardship on the remaining staff and creates the possibility of diminished customer service and interference with an organization's mission accomplishment. In most cases, properly managed leave allows employees to use leave for the time requested. Employees are responsible for knowing their annual and sick leave balances. Requests for leave are approved or disapproved by the employee's immediate supervisor in accordance with applicable statutes, regulations and this CBA. In the absence of an employee's supervisor, only the employee's acting supervisor or a higher level supervisor in the employee's supervisory chain is authorized to approve the leave.

b. These general leave request procedures apply to all types of leave covered by this Article, in addition to any more specific procedures made applicable in this Article to a particular type of leave.

c. Accrual. Leave will be earned, accrued, approved, and used in accordance with applicable laws and regulations.

d. Leave that is requested and approved or disapproved for appropriated fund and NAF regular employees will be documented utilizing the OPM Form 71, unless otherwise agreed to by the Parties. The OPM Form 71 is utilized by NAF flexible employees to request that they not be put on a particular work schedule, unless otherwise agreed to by the Parties.

e. A "personal day" is not a recognized type of leave in the federal government.

f. Employees should seek supervisor approval prior to being absent from duty. Supervisor's will inform employees of the decision to approve or disapprove leave requests within a reasonable amount of time after receiving the leave request, and prior to the dates of requested leave, to help ensure that employees can properly make plans for their leave arrangements.

g. Unless otherwise authorized by an employee's supervisor in writing, employees are not authorized to request leave by simply calling in or otherwise informing timekeepers, secretaries, administrative support personnel, co-workers, or others who do not have the authority to approve leave, and leaving a voice or electronic message requesting leave with an employee's supervisor, does not constitute leave approval. If an employee is unable to contact their immediate supervisor to request leave, they should contact another official in their supervisory chain authorized to approve the leave.

h. Supervisors may utilize written leave request procedures tailored for their organization's needs consistent with the provisions of this Article.

Section 2—Annual Leave

a. Authority**.** The granting of annual leave will be based upon the rules, policies, and procedures consistent with applicable statutes, to include 5 U.S.C. Chapter 63, Subpart C, and applicable government wide regulations (e.g. 5 C.F.R. Part 630.301-630.311), and this CBA. Employees may request annual leave in fifteen (15) minute increments. Annual leave may not be charged in increments of less than fifteen (15) minutes.

b. Scheduling. Employees and their supervisors are mutually responsible for planning and scheduling the use of employees' annual leave throughout the leave year. Employees should request annual leave in a timely manner prior to their requested leave, and supervisors should provide responses to the employee request promptly after the request is made and prior to the scheduled leave dates. Leave requests and supervisor approvals or denials will normally be submitted in writing prior to its use, unless a written request is impractical. When verbal leave requests are necessitated, the requests and approval and disapproval will be subsequently documented in writing as soon as practical. The reason for which an employee is requesting annual leave is irrelevant to a supervisor's decision of whether to approve a request for annual leave, and supervisors will generally approve annual leave requests unless the employees' presence at duty is mission essential. Organizations may restrict the scheduling of leave during certain periods for operational reasons, e.g., fiscal year closeout.

c. Annual leave may be requested using ATAAPS (or applicable electronic time-keeping system) or by contacting the appropriate leave approving official verbally, by telephone/voice mail, or email in accordance with leave request procedures consistent with this CBA. If the need for leave cannot be anticipated, the employee shall attempt to contact the immediate supervisor or designated official to request approval of unscheduled leave by telephone as soon as possible, but no later than the start of the employee's scheduled work day, or as soon as possible thereafter. In the event that either the supervisor or other designated official is not available, the employee may utilize voice mail or email to notify the Employer of the need for unscheduled leave. Once the supervisor is aware of the leave request, the supervisor will promptly notify the employee whether the request will be granted.

d. Cancellations. Requests for annual leave normally may not be denied and previously approved annual leave may not be cancelled by management except when the absence of the employee from duty will prevent the accomplishment of an operation or mission of the Employer.

e. Request for Scheduled Annual Leave

1. Employees will apply in advance for approval of anticipated leave. Leave requests and approval or denial (and reasons for denial) will be made in writing using established Employer leave request processes. Changes to previously authorized annual leave to sick leave will be in accordance with OPM government wide regulations and other applicable regulations, currently set forth at 5 C.F.R. § 630.406.

2. Requests for annual leave should be made to an employee's supervisor as far in advance as is possible, and supervisors will timely approve or disapprove the leave request.

3. Employees may request to change their approved leave; however, their leave request may not be approved if it conflicts with mission requirements. The leave will be reconsidered without regard to the date the initial request was submitted.

f. Requests for Unscheduled Annual Leave

1. The supervisor normally will grant unscheduled leave requests unless the employee's presence on duty is necessary to accomplish the mission.

2. When an emergency requires more than one day of unscheduled leave, the approving supervisor will inform the employee of any requirement for requesting approval on a day-to-day basis thereafter unless the employee requests more than one day initially.

g. Multiple Requests. When a supervisor receives requests for annual leave from more than one employee for a given period and cannot grant all requests due to the work needs of the office, an effort should be made by the employees involved to resolve the conflict. If the employees cannot resolve the conflict, the supervisor will usually approve the employee's leave request that was submitted first.

h. Use-or-Lose Leave. Employees are encouraged to schedule and use annual leave throughout the year. Accrued annual leave in excess of the maximum annual limitation of 240 hours or 360 hours, as applicable ("use or lose leave") is subject to forfeiture if not scheduled and used by the employee by the end of the leave year.

1. Employee requests to schedule use or lose leave must be submitted before the start of the third biweekly pay period prior to the end of the leave year.

2. If the supervisor cannot approve the use-or-lose annual leave or must cancel the use-or-lose annual leave because of an exigency of the public business, he/she should forward the matter to the Head of the Agency or designee for decision. If the Head of the Agency or designee agrees with the supervisor, the employee's leave request will be denied. If the Head of the Agency or designee does not declare that an exigency exists, the supervisor will approve the requested leave.

3. Annual leave which is lost because of illness of the employee when the annual leave was scheduled in advance shall be restored to the employee in accordance with statutory requirements (5 USC 6304(d)(1)(C)). In the event that illness is the basis for a restoration of leave request, it must be accompanied by a doctor's certification indicating the dates and duration of the incapacitation. Illness does not constitute exigency, consequently Head of the Agency or designee's approval is not required. However, documentation that the leave was requested in writing before the start of the third biweekly pay period prior to the end of the leave year is still necessary.

i. Restoration of Forfeited Leave

1. Forfeited leave may be restored if the forfeiture is due to administrative error. It may also be restored if forfeiture is due to exigency of public business as determined by the Agency or illness of the employee but only if the annual leave was scheduled in writing before the start of the third biweekly pay period prior to the end of the leave year (5USC 6304(d)). Restored leave must be used within two (2) years of restoration or the return to duty of the employee after illness (5 CFR 630.306).

(a) Administrative Error. This applies when the correction of an administrative error results in having leave adjusted and it exceeds the amount that could have been carried forward from past leave year/years. For example, a correction to the employee's entrance on duty date that places him/her in a higher leave accrual category (5 USC 6304(d)(1)(A)).

(b) Exigency of the Public Business. This applies when there is an urgent need for the employee to be at work. The need must require the service or expertise of a specific individual whose service or expertise cannot be covered by another available and qualified employee. For example, services of an employee due to a natural disaster or other public emergency may meet this definition. Use of compensatory time off that is about to expire, the pressure of normal or seasonal workloads, or backlog of work due to the furloughs do not constitute an exigency of the public business (5 USC 6304(d)(1)(B)).

(c) Illness. This applies when leave was forfeited because employees illness occurred or lasted so late in the leave year that the leave could not be used. Restoration of leave is not appropriate if the employee could have reasonably foreseen the absence (e.g., a planned surgery, a normal pregnancy, etc.) (5 USC 6304(d)(1)(C)).

2. Procedures to Restore Forfeited Leave. Within 30 days after the end of the leave year, employees seeking to have forfeited leave restored must submit a request to their supervisor, and supervisors will forward the request to the appropriate management official. The employee's request should include the following:

(a) Written statement explaining the circumstances for the forfeited leave and how many hours should be restored;

(b) Copies of the leave and earnings statements that indicate the leave hours forfeited;

(c) Copies of all written requests for leave relevant to the forfeited leave;

(d) Document(s) disapproving the leave requests; and

(e) If the request is based on an administrative error provide documents regarding the error.

3. A NAF employee who is separated before the specified two year time limit for using restored leave, or who is transferred to another Department of Defense NAF instrumentality, is authorized a lump-sum payment for unused restored leave.

j. Advancing Annual Leave. The Employer may grant an employee's request for advanced annual leave in situations where the employee lacks sufficient leave to cover the period being requested, but will earn enough leave to cover the amount of the advance by the end of the leave year; provided that workload permits a granting of leave and it is anticipated that the employee will remain an employee through the end of the leave year.

Section 3—Sick Leave

a. The Employer will approve an employee's request for sick leave when the employee:

1. Is scheduled to receive medical, dental, or optical examination or treatment;

2. Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

3. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or provides care for a family member with a serious health condition;

4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;

6. Provides care for family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of

others by that family member's presence in the community because of exposure to a communicable disease;

7. Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

b. Employees should request sick leave as soon as possible (normally within two (2) hours) prior to the start of the employee's duty day. Requests will normally be made to the supervisor responsible for approving leave or if the supervisor is unavailable, by other appropriate means. Failure to request sick leave within two (2) hours prior to the time established to report for duty should not be the sole reason to deny sick leave.

Section 4—Substitution of Annual Leave for Sick Leave

a. Upon request by the employee, an approved absence that otherwise would be chargeable to sick leave may be charged to annual leave. Employees should make every reasonable effort to request such changes prior to certification of the time and attendance submission for that pay period. Employees may request annual leave instead of using sick leave. Although an employee may request annual leave for sick leave purposes, annual leave is subject to supervisory approval and may be denied. If an employee chooses to use annual leave for sick leave purposes, he or she may want to share the reason for the request with the supervisor so that the request receives proper consideration.

b. Conversely, the Employer may grant sick leave to an employee during a period of annual leave for authorized sick leave purposes.

Section 5—Scheduling of Sick Leave

a. Employees should attempt to schedule any medical, dental or optical appointments at the beginning or the end of the workday, or on their days off, to help avoid conflicts with work requirements as much as possible.

b. Employee requests for sick leave to attend appointments for medical, dental, or optical examination or treatment must normally be submitted at least three (3) work days prior to the appointment date, except in the case of emergencies, unexpected circumstances, or other circumstances beyond the employee's control which prevent the three (3) work days advance notice.

c. Employees who report for duty, but need to leave work early due to being incapacitated for the performance of their duties by physical or mental illness or injury, must request leave from their supervisor prior to leaving their duty location.

d. If sick leave is not properly requested, employees may be subject to disciplinary action for failure to follow leave request procedures.

Section 6—Denials of Sick Leave Requests

Denials of sick leave requests will be based only on valid reasons in accordance with applicable government wide regulations (e.g., 5 CFR 630 subpart D (5 CFR 630.401-630-408)). The supervisor will notify the employee of the denial as soon as possible after becoming aware of the request.

Section 7—Sick Leave Abuse and Administratively Acceptable Evidence

a. The Parties understand that sick leave abuse is intended to refer to situations in which an employee requests or uses sick leave under circumstances in which use of sick leave is not authorized under government wide regulations.

b. If the supervisor believes an employee is abusing sick leave, the supervisor will notify the employee in writing as to why the employee is suspected of sick leave abuse and formally place the employee on sick leave restriction if believed necessary.

c. When an employee is suspected of sick leave abuse, consistent with applicable government wide regulations, the employee may be required to furnish administratively acceptable evidence supporting the reason for his or her absence. The Employer may consider the employee's self-certification as administratively acceptable evidence, as to the reason for his or her absence.

d. A supervisor may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. A supervisor may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes for which sick leave must be granted, for an absence in excess of three (3) workdays, or for a lesser period when the supervisor determines it is necessary for legitimate reasons.

Section 8—Sick Leave Restrictions

a. If a supervisor reasonably believes that an employee is abusing sick leave by excessive scheduled or unscheduled sick leave requests or by a pattern of absences associated with days off or other questionable timing, the supervisor may take the following measures to restrict the employee's use of sick leave:

1. Counseling. The supervisor will normally first consider counseling the employee in writing or verbally and maintain a record of the counseling.

2. Written Notice. If the employee's use of sick leave continues to indicate sick leave abuse subsequent to counseling, the supervisor may provide a sick leave

restriction letter to the employee requiring the employee to submit supporting administratively acceptable medical documentation to substantiate all future absences for which sick leave is requested, regardless of the duration of the absences. A sick leave restriction letter is a non-disciplinary letter to the employee that includes, but is not necessarily limited to the following information:

(a) The supervisor's expectations regarding sick leave usage;

(b) Specific information about sick leave balances and/or specific dates when the employee has not followed proper procedure or the pattern of sick leave abuse;

(c) The sick leave procedures that they are required to follow;

(d) The period of restriction; and

(e) Consequences of not following the established procedures in the future, such as denial of sick leave and disciplinary action based on failure to follow the required sick leave request procedures.

3. Reviews of Sick Leave Restrictions. Upon request by the employee, after ninety (90) calendar days from the effective date of a sick leave restriction letter and at ninety (90) calendar day intervals thereafter, the supervisor will review the requirement that documentation be provided by the employee to support all requests for sick leave for the purpose of deciding whether to continue with the sick leave restriction. Normally, within seven (7) calendar days of the employee's request to review their sick leave restrictions, supervisors will notify the employee in writing whether or not they will remain on sick leave restriction.

4. Except when noticeably sick, employees on sick leave restriction who request to be released from duty because of illness will be required to furnish medical documentation to substantiate sick leave for the time they were released from duty.

5. An employee suffering from a permanent chronic medical condition and who has furnished administratively acceptable medical documentation of that medical condition will not normally be required to furnish additional medical documentation to substantiate a sick leave request for subsequent occurrences of the same condition.

b. Absence Without Leave (AWOL). An employee may be charged with AWOL and be subject to disciplinary action if the employee fails to submit administratively acceptable evidence to support a sick leave request when required. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than fifteen (15) calendar days after the date the supervisor requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within fifteen (15) calendar days after the date requested by the supervisor despite the employees diligent, good faith efforts, the employee must provide the evidence or medical certification within a

reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date the supervisor requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

Section 9—Advanced Sick Leave

a. Authorized supervisors may grant advanced sick leave to employees who do not have enough sick leave for an absence covered by the sick leave provisions in 5 CFR 630.401. The Employer determines the level of authority supervisors have to approve advanced sick leave.

1. In accordance with 5 CFR 630.402, supervisors may advance sick leave up to 240 hours at any time to a full-time employee under the following circumstances:

(a) When the employee is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

(b) For a serious health condition of the employee or a family member;

(c) When the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;

(d) For purposes relating to the adoption of a child; or

(e) For the care of a covered servicemember with a serious injury or illness, provided the employee is exercising his or her entitlement under 5 U.S.C. 6382(a)(3).

2. Authorized supervisors may advance up to 104 hours of sick leave to a full-time employee:

(a) When he or she receives medical, dental or optical examination or treatment;

(b) To provide care for a family member who is incapacitated by a medical or mental condition or to attend to a family member receiving medical, dental, or optical examination or treatment;

(c) To provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or

(d) To make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

b. For a part-time employee (or an employee on an uncommon tour of duty), the maximum amount of advanced sick leave a supervisor may grant must be prorated according to the number of hours in the employee's regularly scheduled administrative work week.

c. Employees serving in their probationary period should not be advanced sick leave in excess of the amount that it is reasonably assured they will earn prior to the termination of the probationary period.

d. Advance sick leave should not be granted when it is known or if it appears likely that the employee will not return to duty long enough to earn the sick leave. For example, advanced sick leave is not appropriate if the employee has applied for disability retirement or the employee is subject to leave restriction. The employee must provide their supervisor acceptable medical documentation of the need for advance sick leave.

e. In accordance with 5 C.F.R. 630.209, employees separating from Federal service must repay any advanced sick leave unless the separation is caused by death, disability retirement, or a disability which prevents the employee from returning to duty or continuing in the service, and which is the basis of the separation as determined by the Employer based on acceptable medical evidence.

f. When employees who are indebted for unearned leave are separated, the Employer shall:

1. Require them to refund the amount paid to them for the period covering the leave for which they are indebted; or

2. Deduct that amount from any pay due to them.

Section 10—Privacy

The reason for which an employee requests sick leave is protected by the Privacy Act of 1974, as amended, 5 U.S.C. 552a, and this information will be protected from disclosure in accordance with the Privacy Act of 1974. No employee shall be required to disclose the nature of a personal illness, except as required by laws and regulations or this CBA. The Employer may only disclose an employee’s medical information to personnel who have a need to know the information to perform their official duties and as otherwise authorized by the Privacy Act of 1974, and in accordance with other applicable laws and regulations.

Section 11—Enforced Leave

a. Enforced leave occurs when, against an employee's will, an agency places him or her in a non-duty and non-pay status. The determinative factor is who initiated the absence. If an employee voluntarily chooses not to come to work, that person is not

considered to be in an enforced leave status. If, however, it is the Agency that prevents the employee from coming to work, the employee is in an enforced leave status. Thus, enforced leave is a type of constructive suspension. Enforced leave does not include situations in which an employee is receiving benefits for a work-related injury from the Office of Workers' Compensation Programs. The Employer will only place an employee on enforced sick leave as authorized by law and regulation.

b. The placement of an employee in an enforced leave status usually occurs in one of two ways:

1. When an agency places an employee in a non-duty non-pay status pending an inquiry into his/her medical ability to perform, or

2. When an employee who is absent from work for medical reasons asks to return to work with altered duties, and the Agency denies the request.

Section 12—Family and Medical Leave Act

a. Administration. The Employer will administer leave requests made pursuant to the Family and Medical Leave Act of 1993 (FMLA) in accordance with applicable laws and regulations, to include 5 U.S.C. §§ 6381-6387 and 5 C.F.R. Part 630, subpart L. Employees must specifically state in their leave request if they intend to invoke their rights under the FMLA. An employee may not normally retroactively invoke his or her entitlement to family and medical leave. Employees must provide medical certification or other administratively acceptable evidence to support a request for leave under the FMLA. An employee may take only the amount of family and medical leave that is necessary to manage the circumstances that prompted the need for leave.

b. Eligibility. To be eligible for coverage under the FMLA, an employee must have completed at least twelve (12) months of civilian service with the Federal government.

c. Entitlement. Eligible employees will be entitled to a total of twelve (12) administrative work weeks of unpaid leave (leave without pay) during any 12-month period for one or more of the following reasons:

1. birth of a son or daughter and care of newborn (within one (1) year after birth);

2. care of spouse, son, daughter, or parent with a serious health condition;

3. placement of a son or daughter with employee for adoption or foster care (within one (1) year after placement);

4. serious health condition of employee that makes employee unable to perform the functions of the employee’s position; or

5. because of any qualifying exigency arising out of the fact that the spouse, or a

son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

d. Injured Military Member. A Federal employee who (1) is the spouse, son, daughter, parent, or next of kin (defined as the nearest blood relative) of a covered servicemember with a serious injury or illness and (2) provides care for such servicemember is entitled to up to 26 administrative work weeks of FMLA leave during a single 12-month period to care for the service member. However, the serious illness or injury must have been incurred by the covered service member in the line of duty while on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

e. Continuation of Employment and Benefits. An employee who takes FMLA leave is entitled to be restored to the same position or an equivalent position with equivalent benefits, pay status, and other terms and conditions of employment. The leave will not result in the loss of any employment benefit accrued before the leave began. If the employee uses leave without pay, while in a FMLA status, he or she may elect to continue Federal Employee Health Benefits (FEHB) coverage and make arrangements to pay the employee contribution.

f. Request Requirements. When an employee's needs to request FMLA are foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment the employee shall provide notice to the Employer of his or her intention to take leave not less than 30 calendar days before the date the leave is to begin. If the leave is not foreseeable the employee shall provide such notice as is practicable. The employee is required to provide medical documentation to their supervisor, to process the application in accordance with FMLA regulations. To provide medical certification in support of their FMLA request, employees requesting FMLA for their own serious health condition may use Dept. of Labor (DOL) Form WH-380-E, employees requesting FMLA for a family member's serious health condition may use DOL Form WH-380-F, and employees requesting FMLA for a qualifying exigency for military family leave, may use DOL Form WH-384.

g. An employee may elect to substitute any accrued annual or sick leave for the covered period consistent with existing laws and regulations governing annual and sick leave.

Section 13— Administrative Dismissals and Excused Absence (Administrative Leave)

Definitions

1. Administrative dismissal differs from excused absence in that while excused absence normally addresses individual employees, administrative dismissal normally addresses a group of employees. Administrative dismissal is an absence when employees are released from duty because all or part of an activity is closed.

Employees affected by these actions are generally excused without charge to leave and without loss of pay. Administrative dismissal may be authorized to relieve employees from work when emergency conditions exist, when normal operations are interrupted by events beyond the control of management, for managerial reasons, or when it is in the public interest.

2. Excused absences (frequently called “administrative leave”) are considered part of an employee’s basic workday even though the employee does not perform regular duties, lose pay or leave, and normally address individual employees.

3. The more common situations in which excused absence can be granted are:

(a) Voting. When the polls are not open at least three (3) hours either before or after an employee’s regular work hours, an excused absence may be granted. Excused absence may be granted to permit an employee 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 6:30 a.m. to 6:30 p.m., an employee with duty hours of 9:00 a.m. to 5:30 p.m. may report to work at 9:30 a.m. The 30 minutes of excused absence would permit the employee to report to work 3 hours after the polls open.

(b) Donating Blood. Employees who donate blood may be granted an excused absence with approval from the employee’s supervisor, for not more than four (4) hours, including travel to and from the donation site, to donate the blood, and any necessary recovery time following the donation. This provision does not include time spent by an employee who gives blood for their own use or receives compensation for giving blood.

(c) Preventative Medical Program Participation. Employees may be excused from duty with advance notice and approval from the employee’s supervisor, to attend Employer-sponsored preventive medical programs offering health education, physical examinations, or immunizations.

(d) Workplace Closings. Whenever the workplace is closed or otherwise not operational, employees scheduled to work may be granted administrative leave for the duration of the closure, or relocated to a suitable operational location. Employees who are telework ready and can perform their normally assigned duties may be authorized with supervisory approval to perform those duties in a telework status.

(e) If a government-declared emergency condition or other circumstances beyond the employees control that prevent employees from arriving at work in a timely manner, even though the workplace is not closed, employees may be granted administrative leave only after contacting the employee’s supervisor and receiving approval for a part of the workday in accordance with the emergency declaration.

Section 14—Court Leave

a. Definition. Court leave is a leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, state, or municipal court or to serve as a witness in a judicial proceeding to which the United States, the District of Columbia, or state or local government, is a party.

b. Administration. When an employee is called for jury duty or witness duty, the court order, subpoena, summons, or official request should be provided to the supervisor as far in advance as possible. When the employee returns to duty, she or he should provide official written evidence of attendance in court showing the dates and hours to support the appropriate recording on the employee's Time and Attendance Sheet. Court leave can only be granted for those days and hours the employee would otherwise be in a pay status. Employees are expected to return to work if excused by the court, unless the supervisor determines the employee's return would be impractical or causes a hardship based on the distance between home, duty station, and the court. If excused early from jury duty, the employee should contact the supervisor for a determination on their work status for the remainder of the work day, unless prior arrangements have been made with the supervisor. An employees' failure to coordinate with or contact their supervisor could result in a charge to absence without official leave (AWOL), in accordance with 5 U.S.C. 5515, 5537, and 6322; and other applicable statutes, regulations, and policies.

c. Pay Status Requirement. The Employer will grant court leave only for days within the employee's regularly scheduled tour of duty when he or she otherwise would be in a duty or pay status.

d. Leave Period**.** The leave will start on the date on which the employee must report to the court, as identified in the summons, and will run until the date on which the court excuses or discharges the employee from service. It does not include:

1. Time during which the employee is excused or discharged by the court for an indefinite period subject to recall by the court; or

2. Time during which the employee is excused or discharged from the court, for one (1) or more days.

e. An employee who is normally assigned to evening shift, night shift, or other work schedules and is required to appear in court, whether on jury duty or as a witness during the day will be granted an adjustment in his or her regular schedule in order to coincide with the court day(s), at his or her request. In the alternative, the employee may request court leave for the employee's regularly scheduled tour of duty, to allow for sufficient rest to perform his or her court duties. In such cases, the employee will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

f. Employees must reimburse to their agency fees paid for service as a juror or witness. However, employees may keep any court-provided expense money received for mileage, parking, or required overnight stay, to the extent consistent with law.

Section 15—Military Leave

a. Definition. Military leave is approved absence from official duty, for a civilian employee who is a member of a Reserve Component of the Armed Forces or National Guard.

b. Eligibility and Authorized Amount. An employee accrues military leave at the rate of 15 days per fiscal year. A federal employee whose appointment is not limited to one (1) year and who is a member of the National Guard or reserves is entitled to 15 days (120 hours) of paid military leave per fiscal year, under 5 U.S.C. 6323, and generally may use up to 15 days of military leave per fiscal year for active duty, active duty training, or inactive duty training. An employee can carry over a maximum of 15 days of military leave into the next fiscal year.

c. Administration. The Employer will grant military leave to eligible employees in accordance with applicable statutes, regulations, policies, to include 5 U.S.C. 5519 and 6323.

d. Eligibility. A full-time employee who is a reservist of the Armed Forces or a member of the National Guard is entitled to military leave for active duty or for training, in accordance with applicable statutes, regulations, and policies.

e. Pay Status Requirement. The Employer will charge military leave only for days within the employee's regularly scheduled tour of duty when he or she otherwise would be in a duty or pay status. Supervisors should ensure that the duty status of the employee reflected in the time and attendance records correctly corresponds to the employee's duty status identified in their personnel documents. (For example, appropriated fund civilian employees deployed to active duty, should be both: (1) placed in the Defense Civilian Personnel Data System (DCPDS) in the status of "Absent Uniformed Service" code 473 as the nature of the personnel action via a Request for Personnel Action (RPA) that generates a SF-50 personnel action; and (2) identified in ATAAPS as being in the pay status of "Military Furlough (active duty)" code KG. Similarly, when NAF civilian personnel are deployed to active duty, the NAF personnel and time card systems should be identified with the proper status and codes.)

f. Status While on Active Duty. Military Reservists or National Guardsmen on active duty are entitled to be in an LWOP status for the time periods during which they are required to perform active duty or training if they have exhausted their military leave or are not entitled to military leave, in accordance with applicable laws and policy. While on active duty, such employees must be permitted, upon request, to use any accrued annual leave, military leave and earned compensatory time off for travel, in addition to using their accrued military leave.

Section 16—Leave Without Pay

a. Definition**.** Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty authorized by the Employer.

b. Entitlements**.** An employee is entitled to LWOP in the following circumstances:

1. Medical Treatment for Disabled Veterans. Disabled veterans are entitled to LWOP for medical treatment, examinations, and absences from duty in connection with their disability after presenting an official statement from a medical authority that such treatment is required. An employee must give prior notice to the employee's supervisor of the period during which the employee's absence for treatment will occur.

2. FMLA. Eligible employees are entitled to LWOP for certain family and medical needs covered by the FMLA.

3. Workers Compensation. Employees must use LWOP for the period during which they are receiving wage compensation payments from the U.S. Department of Labor for the amount of time authorized by applicable law and regulation, which is normally not more than one (1) year.

c. Substitution for Annual Leave. Subject to supervisor approval, an employee may substitute LWOP for annual leave.

Section 17— Leave Time for Religious Observances

Subject to supervisor's approval, an employee may be granted annual leave, or LWOP if no annual leave is accrued, for religious observances.

Section 18—Leave for Bone Marrow and Organ Donation

a. Employees may use up to 56 hours of paid leave each calendar year, in addition to annual and sick leave, to serve as a bone marrow donor, mission permitting and with prior approval from their supervisor.

b. Employees may use up to 30 days of paid leave each calendar year, in addition to annual and sick leave, to serve as an organ donor. Mission permitting and with prior approval from their supervisor.

Section 19—AWOL

a. Definition. AWOL is a temporary non-pay status and absence from duty not authorized by the Employer.

b. Administration. A supervisor may charge an employee with AWOL for a period during which the employee is absent from duty without supervisory approval, including

for tardiness or for a period for which the Employer denied an employee's request for leave or administrative absence.

c. Pay Status. Employees charged with AWOL are placed in a non-pay status.

d. Disciplinary Status. Recording an employee's unauthorized absence or tardiness as AWOL is not a disciplinary action but it may serve as the basis for disciplinary action.

e. When a supervisor determines that an employee will be charged AWOL, this will be documented on the employee's time and attendance record to show AWOL status. AWOL will be changed to the appropriate leave status if it is later determined that the absence was excusable.

END OF ARTICLE

Article 47
NAF Uniforms

a. Employees will adhere to reasonable standards for dress and grooming appropriate to the work environment and type of position held. Standards on dress and appearance shall be based on a safe, healthy, and productive work environment. Any disagreements may be settled under the negotiated grievance procedure.

b. The only uniform items provided by the Employer are shirts, smocks, and name tags. Regular employees who are required to wear a uniform shirt or smock will be issued at least four (4) of each and will be provided one nametag. The Employer may issue flexible employees less than four (4) uniform shirt/smocks as it deems necessary. The Employer may increase the number of uniform items as it feels necessary for Regular or Flexible employees and will consider issuing additional items upon request of an employee. When required by the Employer, nametags will be issued by the Employer to frontline clerks, cashiers, hostesses, bartenders, care givers etc., and other employees having direct dealings with customers as appropriate, such as at FMWR community events (e.g., Fun Fest, Tree Lighting, Troop Feeds). The nametags for Child and Youth Support Services (CYSS) personnel will be oval in shape or embroidered; they will contain the employee's first name and first initial of their last name; and they will be worn on the right side of the shirt at chest level. The nametags for all other Nonappropriated Fund (NAF) personnel will be rectangular; they will contain the employee's first name and first initial of their last name; and they will be worn on the right side of the shirt at chest level.

c. The Employer will issue replacement uniform items when it determines that the items have become unserviceable due to normal wear and tear. Employees may be required to replace uniform items, at their own expense, which are damaged by activity that is outside of normal wear and tear associated with the performance of their duties. Employees who frequently lose uniform items may be required to replace them at their own expense. Employees will return uniform items to the Employer when worn out, the employee transfers to another activity, or when their employment ends for any reason. Employees will not be required to wear shirts that have been used by other employees. Clothing required by the Employer which is not a uniform item (e.g., dark colored pants, closed toed shoes) but is associated with the particular job requirements, may be required consistent with paragraph a. above and will be at the employee's own expense. Any clothing necessary to protect employees from their job hazards as required under Occupational Safety and Health Administration (OSHA) standards will be provided by the Employer (i.e., safety shoes).

d. Employees are not required to have their uniforms dry cleaned or tailored, although they are required to present a neat and clean appearance. Daily care, maintenance and upkeep of the uniform items is the responsibility of the employee.

e. Change to the uniform items currently being provided will require the Employer to provide the Union notice and opportunity to bargain upon demand.

f. Smocks for the Child Youth Program Assistants (CYPA) caregivers are:

1. Green for Caregivers who have cleared all required background check suitability requirements.

2. Red for Caregivers who are awaiting final suitability determination on background checks and require Line of Site Supervision (LOSS) at all times when working with children.

g. Food Service and Recreational staff will be issued, by the Employer, shirts appropriate to the environment in which they are working (e.g., t-shirts for cooks/food service workers and polo or other business casual style shirts as required).

h. Other employees such as administrative personnel may be issued polo or other business casual style shirts, which may be worn during their regular work day.

END OF ARTICLE

Article 48
Nonappropriated Fund Business Based Actions (BBA)

Section 1- Definition

a. A NAF Business Based Action (BBA) is a reduction in employment category or pay rate, a furlough, or separation action involving a NAF employee initiated by management for non-disciplinary reasons, taken to adjust personnel resources with a minimum of disruption to operations. BBAs are not used to address an employee's performance or conduct deficiencies.

b. BBAs include: (1) Reduction in pay rate (applicable only to NF pay band employees), (2) change in employment category, (3) furlough of a regular employee, and (4) Separation.

Section 2 – Applicability

a. BBAs apply to all Regular Full Time (RFT) and Regular Part Time (RPT) NAF employees who are not currently serving in their initial probationary period, and to NAF flexible employees who have been employed by the Non-appropriated fund instrumentality (NAFI) effecting the BBA for at least three (3) continuous years, except that flexible employees may not be furloughed.

b. BBAs are not applicable to employees with less than a satisfactory performance ratings on their latest performance evaluation report.

Section 3 – Purpose

BBAs allow NAFIs to make necessary workforce adjustments and realignments to streamline operations and improve efficiencies that are necessary to conduct operations in an effective manner. A BBA is used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. A BBA may also be used when there is a lack of funding, transfer of function, dissolution of a NAFI, privatization of function, or closures due to construction or renovations.

Section 4 – Consideration of BBA Alternatives

Before executing BBAs, the Employer may consider whether the cause of the reduction or realignment is a temporary or permanent situation, and may consider other initiatives which may lessen adverse effects upon employees to include the following:

(1) Hiring freeze.
(2) Freezing of promotion actions.
(3) Reassignment to vacant positions in other business units.
(4) Limiting conversions of Flexible category employees to Regular category status.
(5) Separating Flexible or Regular category employees during probationary period.
(6) Providing retirement incentives to encourage employees to retire voluntarily.

(7) Reducing employees' work hours at their request.
(8) Reducing Flexible category employees' hours.
(9) Reducing hours of operations during non-peak periods.

Section 5 – Factors to Consider and Rankings

a. Determining Affected Employees. Covered employees must be ranked to determine the order in which they will be affected (unless all employees will be equally affected, such as in the case of separation due to base closure) by the BBA. Ranking is also not required if there is only one employee in the respective competitive area with a particular title, series, and grade or band to be affected.

b. In those cases in which more than one employee in the same employment category is performing the functions to be impacted, determination of the specific employees to be affected will be based on factors such as employee knowledge, skill, and ability as demonstrated through performance. Employees must be ranked to determine the order in which they will be affected. The ranking process will normally include performance although other relevant factors such as job related training and formal education may be included. Performance may be the primary criterion. In the absence of documented performance ratings, a satisfactory rating will be presumed.

c. Upon identification of the specific employees to be affected, the official initiating the action will record the basis for the actions to be taken. This record will include the following:

(1) The business or operational conditions that necessitated the reduction or realignment.

(2) The basis used for determining which employees are impacted.

(3) The names of all employees included in the BBA and the actions taken on each.

Section 6 – Notice Requirements and Procedures

a. When one (1) or more unit employees are identified to be reduced in grade or separated by Business Based Action/Reduction in Force (BBA/RIF), or otherwise adversely impacted by the use of BBA/RIF procedures, the Employer will give the Union a reasonable amount of prior notice. Such notice will include:

1. The reason for the BBA/RIF;

2. The number, type, grade and name(s) of employees involved; and

3. The anticipated effective date of the action.

b. Minimum advance notice periods.

(1) The minimum advance notice period for RFT and RPT employees who are being separated under BBA procedures is thirty (30) days. The minimum advance notice period for RFT and RPT employees who are not being separated under BBA procedures is seven (7) days.

(2) The minimum advance notice period for Flexible employees who are being separated under BBA procedures is seven (7) days. The minimum advance notice period for Flexible employees who are not being separated under BBA procedures is twenty-four (24) hours.

(3) When emergency conditions occur (e.g., breakdown of equipment or other situations requiring suspension of operations, government shutdown due to lack or loss of funding, or an unanticipated reduction in business such as occurs with a sudden deployment of troops), no advance notice is required. However, NAFIs must make every effort to provide a minimum of twenty-four (24) hours advance notice. If advance notice of the action is not possible, NAFIs will provide written notice as soon as possible after the action.

c. All BBA notices to employees will be in writing and will normally contain the following information whether the BBA involves separation or non-separation:

(1) Employee's position title, series, grade or payband level, and rate of pay.
(2) Description of the BBA and the reason for the action.
(3) Statement that the action taken is non-disciplinary.
(4) Advice on severance pay entitlement, if applicable.
(5) Advice on loss of benefits, if applicable.
(6) Information on claiming unemployment compensation, if applicable.
(7) Informing the employee of their right to file a grievance in accordance with the grievance Article of this CBA.

d. If the BBA action involves separation of the employee, the following additional information will be included in the written notice provided to the employee:

(1) Statement that the action does not preclude reemployment.

(2) Information on the placement assistance available through a reemployment priority list in accordance with regulatory requirements.

(3) Information regarding hiring preference for certain contractor jobs, if applicable, in accordance with regulatory requirements.

(4) Information about civilian assistance benefits and eligibility in accordance with regulatory requirements.

END OF ARTICLE

Article 49
Duration of this Agreement

Section 1— Effective Date and Duration

a. Consistent with 5 U.S.C. § 7114(c), if the head of the Agency does not approve or disapprove this CBA within the 30 day period after the date of execution, the agreement becomes effective on the 31st day after execution, and shall be binding on the Parties subject to the provisions of 5 U.S.C. Chapter 71 and any other applicable law, rule or regulation. If the head of the Agency approves the CBA within the thirty (30) day period after the date of execution, the official effective date to be identified on the CBA will be the date the head of the Agency gives the final approval consistent with 5 U.S.C. § 7114(c).

b. This CBA shall remain in full force and effect for three (3) years from its effective date.

c. If neither Party serves timely notice of a desire to renegotiate this CBA, this CBA shall be automatically renewed on a continuing basis for an additional period of three (3) years following its expiration date, subject to prior Agency Head Review under 5 U.S.C. 7114(c) for the purpose of reviewing the agreement for compliance with the provisions of 5 U.S.C. 7114(c) and any other applicable law, rule, or regulation (unless the Agency has granted an exception to the provision).

Section 2—Renegotiation

If either Party desires to renegotiate any terms of this CBA, it will furnish written notice to the other Party. The Union's written notice must be provided to the U.S. Army Yuma Proving Ground, Civilian Personnel Advisory Center Labor Relations Specialist. The Employer's written notice must be provided to the Union President. The notice must be provided no more than ninety (90) calendar days and no less than forty-five (45) calendar days prior to the expiration of the agreement. When a Party provides timely notice of its desire to renegotiate this CBA, the terms of this CBA are no longer in effect after the anniversary date of the expiration of the agreement, except for those provisions which the Parties mutually agree to remain in effect as mandatory bargaining subjects.

Section 3—Reopener

Either Party may propose negotiations during the term of this CBA to reopen, amend, or modify this CBA, but such negotiations may be conducted only by mutual consent of the Parties. Such negotiations shall be conducted in accordance with the Mid-Term Bargaining provisions of this CBA. Negotiations will normally commence within thirty (30) calendar days of when the Parties mutually agree to reopen, amend, or modify this CBA. Any such amendments shall be subject to approval in the same manner as prescribed for the approval of the original agreement itself.

Section 4—Amendments and Modifications

This CBA may only be amended, modified, or renegotiated in accordance with the provisions of this CBA.

END OF ARTICLE