

CBA for LIUNA, Local 28 & Denver MEPS

INTRODUCTORY NOTE

Section 1. Whenever a masculine pronoun is used in this agreement to denote an Employee or a Supervisor, it refers to person of both sexes.

Section 2. Whenever the term "Employer" is used, it refers to the Denver Military Entrance Processing Station (MEPS), in Denver, Colorado.

Section 3. Whenever the term "Union" is used, it refers to the Labors' International Union of North America, Local 28 (LIUNA).

Section 4. It is stipulated that the Denver MEPS Union Steward represents LIUNA Local 28 as well. However, a requirement to notify "the Union", is met when the Employer notifies Local 28 President / Business Manager via email or fax.

PREAMBLE

Pursuant to the policy set forth by the Federal Service Labor Management Relations Statue (Chapter 71 of the Title 5 of the United States Code (U.S.C.)), the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by Denver Military Entrance Processing Station (Employer) and the Labors' International Union of North America (LIUNA), Local 28 (Union), hereinafter called the Parties.

WHEREAS the well-being of Employees and efficient administration of the government are benefited by providing Employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment; and

WHEREAS the participation of Employees should be improved through the maintenance of constructive and cooperative relationships between the Parties to this agreement; and

WHEREAS the public interest demands the highest standards of Employee performance and the 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, the Parties thereto, do hereby made and enter into the following agreement:

ARTICE 1

COVERAGE

Section 1. The Employer recognizes the Union as the exclusive representative of Employees in the following unit: Non-professional appropriated fund employees of the Denver Military Entrance Processing Station.

Section 2. Excluded from the recognized unit are the following Employees: Professional Employees; management officials; supervisors; and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

ARTICLE 2

EMPLOYEE RIGHTS

Section 1. In accordance with 5 USC 7102, employees in the unit shall have the right to join, promote, and assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such rights. Except as otherwise provided under Chapter 71 of Title 5 USC, such right includes the right to:

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

b. Engage in collective bargaining with respect to conditions of employment through representatives chose by Employees under Chapter 71 of Title 5 USC.

Section 2. The Employer shall take such action consistent with law, regulation and this contract as may be required to inform Employees of their rights and obligations.

Section 3. Nothing in the agreement shall require an Employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4.

a. An Employee is accountable only for the performance of his/her official duties and compliance with standards of conduct for Federal Employees. Within this context, the Employer affirms the right of an Employee to conduct his private life as he deems fit, provided such conduct does not discredit the Federal Service and/or interfere with the efficiency of the organization or the Federal Service.

b. The Employer will not coerce or in any manner require Employees to invest their money, donate to charity, or participate in social activities, meetings or undertakings outside of duty hours not related to their performance of official duties or the mission of the agency.

Section 5. The Employer shall annually remind Employees of their Weingarten rights to be represented by the Union at any examination of an Employee in the unit by representatives of the agency in connection with an investigation if:

a. The Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

b. The Employee requests representation.

Section 6. All new Employees shall be informed by the Employer that LIUNA Local 28 is the exclusive representative of Employees in the bargaining unit. A list of officers of the Union shall be given to each Employee during in-processing and this list will also contain the information that the Union is the exclusive representative of Employees in the bargaining unit. The Union will provide an initial list of its officers to the MEPS for distribution as well as maintain and provide updated lists as appropriate.

Section 7. Employees deserve to be treated non-disparately with common courtesy and consideration normal in an Employee-Employer relationship.

Section 8. Consistent with law and regulation, to include 28 Code of Federal Regulations (C.F.R.) 50.15, the government will provide legal representation for Employees against whom suit is brought in a civil court based upon activities alleged to be within the scope of their official duties and will assume financial liability for all monies awarded to claimants as a result of activities found to be within the scope of such official duties. Upon request, the Employer agrees to provide information, guidance, and assistance to Employees who are considering or making a request for legal representation.

Section 9. Employees will be informed of rules, regulations and policies, and any changes under which they are obligated to operate, including their job duties.

Section 10. Formal counseling and warning sessions, (i.e. entries on the Supervisor's Employee Brief if maintained), involving bargaining unit Employees will be conducted privately and in such a manner so as to avoid public embarrassment of the Employee. Further, other less formal corrective guidance should also be provided in a manner so as to avoid unnecessary embarrassment or ridicule when practical.

Section 11. Employees' use of official time for discussing, preparing, or filing complaints and when meeting with the Union representatives or Management representatives concerning any complaint of working condition of the Employee, will be in accordance with Article 5, Representation and Official Time.

Section 12. Consistent with applicable laws and government-wide rules and regulations, Employees will not be precluded from presenting their views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 13. Employees have the right, consistent with applicable laws, rules, regulations and this agreement, to:

a. Working conditions that are safe and healthful.

b. Training normally considered necessary to insure satisfactory job performance.

c. A method to express themselves concerning improvement of work methods and working conditions.

d. Use amounts of duty hours that are reasonable and necessary to discuss concerns and/or issues with the Civilian Personnel Advisory Center (CPAC), the Equal Employment Opportunity (EEO) Office, the Union, the Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest. Requests for the use of such hours will be provided for supervisory approval, and be authorized in accordance with Employer mission requirements.

e. Supervisors who will inform the Employees of what is expected of them, to whom they are directly responsible and what is expected of them in their work relationships with their fellow employees.

f. The protection of personal privacy will occur under the provisions of the Privacy Act and the Freedom of Information Act (FOIA).

g. Review their Official Personnel Folders, with 30 days advance notice. Employees may receive, upon request, their personal data contained in the automated database.

h. Protection from discrimination due to marital status or political affiliation.

i. Exercise their rights without any reflection on their loyalty and desirability to the organization.

Section 14.

a. If available, food and drink vending machines will be accessible during approved employee break and lunch periods.

b. In case of a formal investigation involving a search of an Employee's personal effects, the Employee may request a Union representative be present at the search. Such request will be honored so long as the investigation/search is not unduly delayed or obstructed.

c. If deemed relevant, Employees will be permitted to review and copy any regulation on official time.

d. Employees are entitled to proper and timely compensation for their service. All Employees must be paid by Electronic Funds Transfer (EFT) to financial institutions chosen by the respective Employees.

Section 15. The finalization of this agreement will not affect established working conditions or past practices that are not covered by the agreement.

ARTICE 3

EMPLOYER RIGHTS

Section 1. Management officials of the agency retain the right, in accordance with 5 USC 7106,

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

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

c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

d. With respect to filling positions, to make selections for appointments from:

- 1) Among properly ranked and certified candidates for promotion; or
- 2) Any other appropriate source; and

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

Section 2. It is a function of the Employer to make rules, regulations and policies. In making rules, regulations, and polices relating to personnel policies, practices and procedures, and matters of working conditions, the Employer recognizes its obligation with the Union and the obligations imposed by this agreement.

Section 3. The provisions of this Article shall not nullify or abridge the rights of Employees or the Union to grieve or appeal the exercise of the Management rights set forth in this Article through appropriate channels.

Section 4. In the administration of all matters covered by the Agreement, officials and Employees are governed by existing or future laws and regulations of government-wide authorities; by published Employer policies and regulations in existence at the time the agreement was approved; and by subsequently published Employer policies and regulations required by law or the regulations of government-wide authorities.

ARTICLE 4

UNION RIGHTS

Section 1. The Employer recognizes the Union as the exclusive representative of all Employees in the bargaining unit and, as such, is entitled to act for and to negotiate agreements cover all Employees in the unit and to meet with the Employer with regard to appropriate matters affecting the conditions of employment.

a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate, as appropriate, with the Union regarding any new policy or change in existing policy affecting Employees or their conditions of employment.

b. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy or resolutions to problems. This right shall apply at all level of Management within the agency and the Union starting with the Steward and first level supervisor.

c. The Employer will recognize the Officers and Officials/representatives designated, in writing, by the Union and will maintain as provided by the Union, a current list of the Union Officers and Officials, including Stewards. The Union may also post the listing of their Officers and Officials and/or Stewards on an official bulletin board located within the place of employment.

d. The Employer agrees to recognize representatives of the LIUNA National Office. The Union will provide timely advance notice to the Employer of any visits to be made by representatives of the National Office. Unplanned visits may only occur when they do not interfere with successful Employer mission accomplishment. Information concerning such visits will still be provided to the Employer at the Union's earliest opportunity.

e. The Employer agrees that there will be no coercion or discrimination against Officers and Stewards because of the performance of their protected Union activities.

Section 2.

a. Union-management meetings will occur as the need arises and will be conducted in an atmosphere that will foster mutual respect. Management will conduct Union-Management meetings, where appropriate, during the formulation of policy and procedure affecting Employees' conditions of employment.

b. Specific meeting discussion items shall be exchanged in advance. The Union shall have a number of representatives equal to that of the Employer, but not less than two (2).

c. In the spirit of resolving disputes at the lowest possible level, the Union agrees to provide prior notice to the Employer of its intent to file an unfair labor practice charge. The Parties agree to make bona fide attempts to resolve any unfair labor practice issue(s) to alleviate the need to file the charge. Unfair labor practice charges on behalf of the Union may be filed only by the president or acting president of the Union.

Section 3. The Union has the right to be represented at all formal discussions between Management and Employees or Employee representatives concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of Employees in the bargaining unit. A meeting requested by either the Union or the Employer, or a meeting or bargaining session as set forth in this agreement, shall be considered a formal discussion and the Union shall be notified in advance of such a meeting.

a. Union-initiated proposals for a new policy or changes in established Employer/agency policies or regulations, or resolution of a problem(s) will be presented to the designated Employer representative. Such proposals initiated by the Employer shall be presented to the Denver MEPS Steward.

b. New or changed policy proposals which are agreed to in bargaining shall be signed by the Union President and Employer, or their designees.

c. The Parties recognize the right of the Union to submit comments or views directly to the agency head for consideration with changes in agency policy/procedures are proposed by the agency. The Union will furnish the Employer copies of all such comments or views submitted.

Section 4. The Union shall be given prior notification of, and the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more Employees in the bargaining unit or their representatives concerning any grievance or any personnel policy, practice or other general condition of employment; or

b. Any examination of an Employee in the bargaining unit by a representative of the agency 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.

Section 5. The Employer shall annually inform bargaining unit Employees of their rights under Section 4 above, in an appropriate manner.

Section 6.

a. The Union agrees to make reasonable efforts to be specific in identifying the areas of information desired, when requesting information under 5 USC 7114 (b)(4).

b. When necessary and consistent with the Union's right to information under law, Employee data may be sanitized in the interest of protecting individual privacy. Union representatives are responsible for maintaining the confidentiality of personal data made available to them under this provision. In protecting personal/personnel data, the Union will comply with the requirements of the Privacy Act.

c. All informational requests by the Union under 5 USC 7114 (b)(4) will be submitted to the Director, CPAC and will be signed by the Union President or designee.

Section 7. The Union will be given the opportunity to be present and act as an observer at any formal meeting resulting from a bargaining unit Employee filing a grievance under Department of Defense (DOD) administrative grievance procedures, where a resolution is to occur.

Section 8. The Union has the exclusive right to represent Employees in presenting grievances under the negotiated grievance procedure in this agreement. An Employee or group of Employees may present a grievance without representation by the Union, provided the Union is a Party to all discussions and the grievance processing where a resolution is to occur. Any adjustment must be consistent with the terms and conditions of this agreement and in accordance with appropriate law and regulation.

ARTICLE 5

REPRESENTATION AND OFFICIAL TIME

Section 1.

a. The Union may designate Stewards and alternates in the various organizations having Employees in the bargaining unit. The Union shall determine the number and location of Stewards. The Union agrees to act judiciously when appointing Stewards to ensure that any given work area is not unduly impacted. The number of Stewards, including Officers serving as Stewards, shall not exceed an overall ratio of one Steward for every thirty (30) Employees in the bargaining unit.

b. Upon request from either Party, Stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either Party.

c. Union representatives will be permitted to wear identifying name plates to include their Union capacity, except in those areas where the wearing of such items would be a safety hazard.

Section 2. The Union agrees to furnish the Employer a complete written list of its Officials and Stewards promptly upon approval of this agreement. A revised and complete listing will be furnished to the Employer promptly upon election or appointment of Officials and upon appointment or change (including deletions) of the Stewards and alternates. No Official or Steward will be recognized or will be entitled to official time for Union representation whose name does not appear on the list. The Director, CPAC shall be the recipient of the list.

Section 3. Union Officials, including Stewards, shall be permitted reasonable amounts of time during duty hours without loss of leave or pay to represent Employees in accordance with this agreement, and contingent upon successful mission accomplishment. Use of official time, when approved by the Employer and as appropriate, will not be limited to the confines of the activity but will allow the representative to travel in accord with the needs of the individual case. Activities for which properly designated Union representatives may appropriately use a reasonable amount of official time during duty hours without charge to leave or loss of any pay includes, but is not limited to, the following:

a. For negotiations and preparations, in accordance with Article 32, Negotiations. This shall include time to prepare and present matters regarding negotiations to the FMCS, FSIP, and/or the FLRA or other government agencies provided to make decisions for Federal Employees, including court actions;

b. To be present at the time of settlement or decision of any complaint, grievance, or appeal where the complainant has not elected the presence or participation of a Union representative;

c. For receiving, investigating, preparing, presenting, and responding to a complaint, grievance, or appeal. Such time must necessarily depend on the facts and circumstances of each case;

d. For preparation of information reports required under 5 USC Section 7120 (c), including financial reports and trustee reports. The amount of time granted will be that necessary to gather data and complete reports;

e. To attend formal and investigatory meetings between Management officials and Employees when such meetings are called by Management and meet the criteria of 5 USC 7114 (a)(2);

f. To participate in an arbitration or other administrative hearing including EEO, Merit Systems Protection Board (MSPB), or Office of Workers Compensation Programs (OWCP) in either a representational capacity or as a witness.

g. To confer with Management officials concerning grievances, personnel policies or practices, or matters affecting working conditions of Employees;

h. To attend committee meetings as a designated Union representative;

i. To present Union grievances to the Employer;

j. To respond to Employer grievances; and,

k. For Union representatives and affected Employees, to prepare for meeting referenced above (except for Subsection a., above which is covered in Article 28, Negotiations). The necessity for the amount of available preparation time shall be determined on a case by case basis, depending upon case complexity, time constraints, number of issues involved, etc.

Section 4. Union representatives on official time for representation duties will be afforded an area of privacy when meeting with Employees. The Employer will assist in providing such privacy within or in close proximity to the Employee's work area, whenever possible.

Section 5.

a. The Union agrees that its Officials and Stewards will use official time judiciously.

b. In the event the Employer believes that one or more representatives of the Union may be using more than reasonable amounts of official time, the Employer will discuss

the matter with the Union President or designee as well as take appropriate action, including but not limited to, removal from Union Service.

Section 6.

a. Each Official/Steward who is employed by the Employer will coordinate with his supervisor in advance regarding official time to be spent on representational activities. Where circumstances permit, coordination will occur at least 24 hours in advance. The Official/Steward will also indicate the type of representational activity to be conducted and the length of time he anticipates being away from his work area. If additional time is required after departing the work area, the Official/Steward will coordinate additional needs with his Supervisor. If a supervisor determines that the Official's/Steward's presence is necessary to meet mission needs of the Employer and denies the request for official time, the supervisor will indicate when it will be granted. If release is not possible within 24 hours, the Union may assign a different representatives.

b. Prior to entering an Employee's work area, the Official/Steward will coordinate with the Employee's supervisor. If, due to mission needs, the meeting with the Employee is not possible, the supervisor will advise the Official/Steward the time the Employee will be available.

c. The Union representative will report to his supervisor when he returns to his assigned duty station and will annotate his time on the time usage form (see Appendix I).

d. Unless previously coordinated with their supervisors, Officials/Stewards shall report in person to their work site at the beginning and prior to the end of each day.

Section 7. Employees will also receive a reasonable amount of official time to participate in the activities necessary to process their individual complaints or grievances concerning conditions of work or those complaints or grievances initiated by the Union or the Employer. Employees' who desire to leave their work sites during work hours for such reasons as seeking representation, or discussing or initiating a complaint/grievance, will also follow the procedures above with the exception of completing the official time form.

Section 8. Union representatives will follow the procedures in Section 7 above when placing/receiving telephone calls of over seven (7) minutes duration.

Section 9. There shall be no restraint, coercion, or discrimination against representatives of the Union because of the performance of duties in consonance with this agreement, or against any Employee for filing a complaint or acting as a witness under this agreement, applicable regulations or law.

Section 10. Where committees, task forces, or work groups are established for the purpose of ascertaining bargaining unit Employee views concerning conditions of

employment, the Union will be advised accordingly and be given an opportunity to designate a representative(s). Where such committees, task forces, or work groups are established to consider changes to working conditions within the bargaining unit, the Union will be notified and be given the opportunity to designate a representative, unless conversations of such group are considered to be internal Management deliberations. In such case, the Union is not entitled to a representative until a proposal has been prepared by such group.

Section 11. Those activities concerned with the internal Management of the Union should be conducted in non-work areas and only during non-duty times of the Union representatives and Employees involved. Upon thirty (30) calendar days advance written request by the Union, the Union shall be granted the authority to conduct two (2) membership drives, of not more than twenty (20) calendar days duration each, within a one year period. Employees may be solicited only before and after duty hours and during breaks and lunch periods. Upon request, the Employer shall provide the Union with furniture that may be available to support their effort. Use of desk drops will require prior approval of the Employer. Employees will be required to complete a log to maintain an accurate account of official time for the purposes of timekeeping and coding.

Section 12. The official time form may be modified upon mutual consent of the Parties without modifying or amending this agreement.

ARTICLE 6

OFFICIAL TIME FOR TRAINING OF UNION OFFICIALS AND STEWARDS

Section 1. The Employer agrees to grant official time to the MEPS Union Steward to attend Union-sponsored training when such training would be mutually beneficial to the Union and the Employer.

Section 2. The total time to be granted for the MEPS Union Steward for training during each year of the life of the agreement shall be a bank of 40 hours from which he may draw. Approval shall be granted in accordance with mission needs. The effective date of this agreement will begin the training year cycle. Upon 30 days advance notice from the Union, the Employer will release the MEPS Steward for training unless emergency requirements prevent.

Section 3. The request for such time will be submitted in writing on behalf of the Employee by the Union to the Director, CPAC. The request will normally be submitted 30 calendar days in advance, or as soon as possible, to allow adequate time for a decision. At a minimum, the request should contain:

- a. A request to have the MEPS Steward attend the training event; and
- b. An agenda for the training session; and
- c. The number of hours requested; and
- d. Training dates and locations.

Section 4.

a. Concurrent with the above action, the MEPS Steward should advise his supervisor of the request and the period of time involved. The Employer will determine whether the Employees may be released from their duties and approve or disapprove the use of official time.

b. The Employer will provide written explanation of disapprovals at least 14 calendar days prior to the training; thereby giving the Union ample time to seek adjustment. However, Management reserves the right to cancel release of the Employee for training in the event of emergency mission essential requirements.

c. The Union will furnish a certified list of attendees to the LRO, CPAC, within 15 calendar days after the completion of training.

ARTICLE 7

FACILITIES AND SERVICES PROVIDED TO THE UNION

Section 1. The Union may use the Employer's internal mail distribution system for official correspondence with the Employer and distribution of the Union newsletter.

Section 2.

a. The Employer will make a reasonable amount of space available on an appropriate official Employer bulletin board where notices to Employees are customarily posted for posting the Union's notices of meetings, recreational or social affairs, elections, results of elections or other appropriate literature. The Union, in posting material on designated official bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete and/or offensive material.

b. The following statement will be posted by the Union on the MEPS official bulletin board:

"A portion of this official bulletin board is furnished for the convenience of the Union. Objections to posted material must be brought to the attention of the HR Representative, CPAC and/or a LIUNA Official."

c. Material may be removed from the Union portion of official bulletin boards only by the authority of the Union President or a representative from the CPAC if the material is obviously obscene, racial, "classified", or does not comply with Section 3 below.

Section 3. The use of the Employer's facilities by the Union will not be available for posting or distribution of material where managers' or supervisors' names are held up to public contempt or ridicule.

Section 4. Upon reasonable advance request, the Union and Employees shall be granted access to Office of Personnel Management (OPM) and MSPB Regulations, 5 USC and 5 CFR, and Agency and activity personnel regulations, and updates.

Section 5. The Employer shall furnish the Union on an annual basis (and as updates are necessary) the following information regarding all Employees who are members of the bargaining unit:

a. Full name,

b. Position title and grade,

c. Organizational assignment.

Section 6. The Employer will allow Union Officers and Stewards to use the Employer's telephones and email in the performance of functions related to the administration of this contract. Long distance call, if necessary, will be at Union expense.

Section 7. The Employer will be responsible for providing printed copies of this agreement to the Employees and the Union. The Employer and the Union will review and approve proof copies of this agreement, to include the front cover, prior to printing. The front cover will contain the effective date of the agreement.

ARTICLE 8

PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES

Section 1. The Union and the Employer agree that any eligible Employee may authorize an allotment of pay for the payment of dues for membership provided:

- a. The Employee continues his employment in the bargaining unit for which exclusive recognition has been granted;
- b. The Employee has voluntarily submitted a request for such allotment of pay; and
- c. The Employee received each pay period sufficient net salary to cover the allotment after other legal and required deductions have been made.

Section 2. The Union agrees that it will be responsible, during non-duty hours of Employees concerned for: procuring the prescribed allotment form (Standard Form (SF) 1187); distributing the form to its members; certifying the amount of its dues; informing and educating its members on the program for allotments for payments of dues; and the uses and availability of the required form.

Section 3. An Officer of the Union will receive the forms from members who request an allotment. He will complete Section A of the authorization form and submit them to the CPAC/LMER Section, 1626 Ellis Street, Building 1118, Fort Carson, CO 80913. The CPAC Representative will certify that the dues deduction request is proper and then forward it to the MEPS timekeeper for further processing. The MEPS timekeeper will forward it on to their USMEPCOM Civilian Payroll Representative for processing on to DFAS.

Section 4. Changes in the amount of dues to be deducted will not be made more than twice every twelve (12) months. Written notification of the new amount and the effective date will be made by the Union through the Director, CPAC to the MEPS timekeeper who will send the information on to their USMEPCOM Civilian Payroll POC for processing on to DFAS.

Section 5. The dues will be remitted to the banking facility of the Union by DFAS after the completion of each biweekly pay period. Each remittance will be accompanied by a statement containing the following information:

- a. Identification of the MEPS and bargaining unit;
- b. Pay period date;
- c. Identification of the Union;

d. Names of members in alphabetical order for whom deductions were made and amount of each deduction;

e. Total amount withheld each pay period; and

f. New amount remitted.

Section 6. An Employee may at any time submit a revocation of his allotment. The revocation will be effective at the beginning of the first pay period following the anniversary date of the Employee's signed dues withholding (SF 1187). The revocation should be made on an SF 1188. It is the Employee's responsibility to submit his written revocation directly to the CSRO on a timely basis. The Employee's signed written request will be accepted, however, even though not submitted on the form. The written request should contain the Employee's name, social security number, and activity or other work site designation.

Section 7. Upon revocation submitted by the Employee to the CSRO that office will submit a copy of each revocation to the Union with the remittance statement for the first payroll period prepared after receipt of the revocation.

Section 8. The Union will notify the Chief, CSRO within seven (7) calendar days when an Employee with a current allotment ceases to be a member in good standing. The CSRO will terminate the allotment upon receipt of the information.

Section 9. An allotment shall also be terminated when the Employee leaves the bargaining unit as a result of any type of separation, transfer, or other appropriate personnel action; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the Employee has been suspended or expelled from the labor organization. The allotments for all Employees who are members of the Union will be terminated when the Union loses eligibility for exclusive recognition.

Section 10. A copy of the Employee's SF 1188 or written request from the Employee will be provided to the Union by the Employer. The Employer will advise the Union when other Employees have been dropped from payroll deductions, and the reason for dropping the Employee.

Section 11. When a change in the agency or its technology results in substantive conflicts with the language of this Article, the Parties agree to meet and negotiate on any necessary changes.

ARTICLE 9

POSITION CLASSIFICATION

Section 1.

a. A job description is a written record of the basic duties and responsibilities assigned to a position and which comprise the major duties assigned to an Employee.

b. Neither the inclusion nor omission of duties in a job description controls or in any manner affects the right of the Employer to assign duties to an Employee or to assign, change, or eliminate part or all of the duties and responsibilities that have been grouped together to constitute a position.

c. The phrase “performs other duties as assigned” means tasks that are incidental or temporary in nature and may reasonably be associated with the incumbent’s occupation or functional assignment or are of an emergency nature. In assigning such duties, Management should consider the capacity and competence of the Employee to be assigned, to avoid creating health or safety hazards.

Section 2.

a. The Employer will, upon request, meet with Bargaining Unit Employees to discuss and review their job descriptions. The Employer will consider Employee suggestions for changes to the job descriptions that may be needed.

b. A Bargaining Unit Employee may request that his supervisor review the Employee’s job description for accuracy in the event the Employee feels that the job description does not cover the major duties of the position. Such a request will not be construed as a formal complaint and all input will be considered and forwarded to the appropriate CPAC department.

Section 3. An Employee has the right to appeal the classification of his position at any time:

A General Schedule Employee may initially appeal to the DOD Civilian Personnel Management Service using the established appeal procedure or directly to the OPM under their appellate procedures.

Section 4. Employees have the right to be helped in preparing and presenting classification appeals by representatives of their own choosing.

Section 5. Retained grade and retained pay rights will be accorded to those Employees whose positions are downgraded in accordance with law and government-wide regulations.

ARTICLE 10

DETAILS AND TEMPORARY PROMOTIONS

Section 1. In the context of this Agreement, a detail is the temporary assignment of a Bargaining Unit Employee to duties not within his job description. A detail does not change the Employee's official title, grade, or pay rate.

Section 2. Details should be on a fair and equitable basis, consistent with Employee qualifications, and without discrimination or personal favoritism. Details should not be used as forms of reward or punishment.

Section 3. Details in excess of 30 continuous days will be requested on a Request for Personnel Action (RPA) by the Employer and submitted through the CPAC to be recorded in the Employee's Official Personnel Folder. Details between 14 and 30 days to a higher graded position will be recorded on the Employee's organizational folder, if maintained.

Section 4. Employees should be considered and selected for details on a fair and equitable basis consistent with Employee skill requirements and the needs of the position. It is recognized that certain factors (i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement) may cause imbalances in the equitable distribution of details. If either Party determines on a case by case basis an unacceptable imbalance or concerns exist, rosters should be maintained. Such rosters will be established by the Employer with Employees listed by seniority, based on Service Computation Date.

Section 5.

a. A temporary promotion instead of a detail will be made when:

- 1) The employee is fully qualified for the promotion, and
- 2) The assignment to a higher graded position is expected to last for more than 90 days, and
- 3) It is agreed that while management has the option of detailing employees to a set of duties, these details will be kept to a minimum. When a detail to a set of duties will extend beyond 90 days, management will submit a personnel action to officially classify those duties and temporarily promote the employee if it warrants a higher grade, as required by Section 5a(2) of this article.

b. Temporary promotions will normally last no longer than one a year. Extensions and longer term temporary promotions deemed necessary by the Employer will be coordinated with the Union. Union concerns will be considered prior to the effective dates of those actions.

Section 6. In assigning details, the Employer will be considerate of the Employee's personal circumstances.

Section 7. Attempts to resolve Employees' dissatisfactions concerning details will include informal discussions between the appropriate supervisor, Employees, and Union representatives, upon request.

Section 8. Repeated renewals of details, an excessive number of details, and prolonged detail periods are discouraged.

ARTICLE 11

REDUCTION IN FORCE

Section 1. The Employer shall inform the Union of proposed action to implement a Reduction in Force (RIF) as soon as practical after the Employer becomes aware that a RIF is imminent. The Employer will inform the Union as to the approximate number of positions involved, types of positions, and proposed effective date. The Employer will normally refrain from implementing this action until it has been negotiated in accordance with the Article 28 Negotiations.

Section 2.

a. The Employer agrees to make every reasonable effort to minimize the effects of a RIF in the bargaining unit through the reassignment, under applicable regulations, of the Employees to available vacancies for which they are qualified and providing maximum assistance in placement. The Employer will institute a freeze on hiring from the outside if at least 50 Employees are scheduled to be separated. Exceptions to the freeze would be filling of vacancies for mandatory mission needs, temporary fills, or if it is determined that a vacancy cannot be used for RIF placement.

b. The Employer agrees that, when an Employee is reassigned due to the elimination of his previous position, sufficient training as determined by the Employer will be given to the Employee to enable him to perform the duties of the new position.

Section 3. Where practical, the Employer shall attempt to accomplish necessary RIF by attrition.

Section 4. The Union and any Employee affected by RIF action and his representative shall be permitted to inspect a sanitized retention register on which his name appears.

Section 5. The Employer shall request, when appropriate, that DOD determine that the agency is undergoing a major RIF for the purpose of authorizing voluntary early retirement under 5 USC 8336 (d)(2).

Section 6. RIF will be conducted in accordance with Federal-wide, agency regulations, and this agreement.

Section 7. The Union will receive at least two (2) weeks' notice prior to an informational notice of a RIF being released to the Employees. Upon request and prior to Employees receiving notice, the Union will be provided a list of affected bargaining unit Employees to include their offers, if applicable, and a copy of the retention register.

Section 8. Employees will receive not less than 60 days notice of a specific RIF action. OPM may approve a shorter notice period in accordance with 5 CFR 351.801 (b). Where DOD regulations provide for a 120-day notice when the RIF would involve

separation of a significant number of Employees (e.g., 50), such guidance will be implemented.

ARTICLE 12

OUT-PLACEMENT

Section 1. The Employer agrees that in the event of a RIF or a reorganization an active placement program will be implemented. The primary aim of this program will be to assist the employee in finding a position in the Federal Service for each affected Employee commensurate with that Employee's skills, experience, and abilities. Assistance in finding non-Federal sector position, to the extent practicable, meeting these requirements will be a secondary aim of the program.

Section 2. The Union and Management will jointly encourage each Employee to see that his personnel file and resume/application are up-to-date as soon as the RIF or reorganization is announced. The Employer will add to the personnel file any changes or amendments the Employee desires in accordance with regulations. Both the personnel file and resume/application will be used to match Employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies, if permitted by the respective placement program.

Section 3.

a. The CPAC, in conjunction with the CPOC, will review records of Employees being separated to identify the specific grades and series of positions for which the Employees qualify. This includes contacting appropriate sources; e.g., OPM, other Federal agencies, etc., in an attempt to find appropriate positions, to the extent practicable.

b. Employees will be informed of and provided opportunity to register in the DOD Priority Placement Program, the Defense Outreach Referral System, the Army Career and Alumni Program, and the Economic Displaced Worker's Adjustment Act, as appropriate. Employees will be afforded all placement opportunities in consonance with the individual program criteria.

c. Union officials will be briefed on the various systems available upon request.

Section 4. A program participant will remain eligible for placement assistance until he:

a. Voluntarily separates;

b. Accepts a valid offer; or

c. Declines a valid offer or an intervening grade level offer.

A valid offer is a position that is considered valid under the provisions of the appropriate program involved. This generally means, where possible, a position at the

same pay and/or grade as the position of record. A valid offer must be to a position which is located within an appropriate commuting area. Employee interests in a geographical location in which the Employee has expressed a written interest, may be considered to the extent practicable.

ARTICLE 13

COMMERCIAL ACTIVITY/CONTRACTING OUT

Section 1.

a. The Employer retains the right to make determinations with respect to contracting out as provided in 5 USC 7106.

b. The Employer agrees to provide appropriate and timely notification to the Union concerning any proposal to contract out work performed by bargaining unit Employees, or, the pending issuance of a proposal to review such a functional area for possible conversion to contract.

c. The Union may request, in writing, copies of any relevant and pertinent data in connection and accordance with the implementation of Office of Management and Budget (OMB) Circular A-76, Performance of Commercial Activities, including any training materials. After a review of such request, the Employer will provide the Union, to the extent not prohibited by law or applicable regulation, data which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of mandatory bargaining.

Section 2. The Employer agrees to comply with commercial activities statutes and regulations, to the extent not prohibited by law, to include Title 10, USC 2461, et. seq., Federal Acquisition Regulations, 48 CFR Section 7.3, DOD Commercial Activity Program, 32 CFR Section 169; and Army Regulation 5-20.

Section 3. The Union shall be allowed a representative on the Commercial Activities Working Group (if applicable) and may attend meetings that relate to the development of the Performance Work Statement (PWS) or the Most Efficient Organization (MEO). However, some of the work of the Group may be considered internal Management deliberations. In such instances, it would not be appropriate for a Union representative to be present.

Section 4. Upon request and as appropriate, the Union representative may receive such training as is provided to the Group regarding the contracting-out process.

Section 5. The Employer will normally consult with the Union on at least a monthly basis during the development and preparation of the PWS and the MEO study and other matters relating to that determination, to the extent not prohibited by law and as information becomes available. The Employer agrees to consider the views of the Employees performing the tasks subject to the commercial activity review. This information will not be provided to the Union if the Union is to be a bidder in the process.

Section 6.

a. As appropriate, the Employer will notify the Union concerning any proposal to convert in-house functions currently performed by bargaining unit Employees to outside contract. The Employer will consider recommendations made by the Union. Subjects may include:

- 1) The reason for the possible conversion to contract;
- 2) Status of affected Employees;
- 3) Actions to minimize adverse impact on bargaining unit Employees (e.g., reassignment, retraining, hiring limitations).
- 4) Contract specifications consistent with procurement regulations.

b. The Union will be furnished information on contract specifications in a timely manner. The Employer will include dates and times of pre-bid and bid-opening conferences, as appropriate and the Union shall have a right to have a representative at such conferences.

Section 7. Consistent with applicable regulations, the data that may be provided to the Union, in accordance with section 1c above, may include but is not limited to: pertinent information on cost studies, invitation for bid, request for proposal, abstract bids, correspondence from higher authority directing the cost study, correspondence for the Department of Labor regarding wage rates, the PWS, and any changes, the "milestone" chart or similar document setting forth the estimated dates for the contracting-out process, bidder questions and Employer answers related to the PWS. The Union will have a reasonable time to review and respond to each of the above. Written responses from the Union will be addressed by the Employer. All data will be corrected where the Union demonstrates that it is not valid or prepared in accordance with existing directives.

Section 8. As appropriate, the Employer will permit a Union representative in the "walk-through" by bidders of the function under review.

Section 9. Any additional negotiations as appropriate will be conducted in accordance with Article 28, Negotiations and/or Article 29, Duration, Review, and Supplementation of Agreement.

Section 10. The Employer agrees to make reasonable efforts to minimize the impact on Employees when a function is contracted out. Employer efforts will normally include limiting permanent new hires and consideration of attrition patterns. Placement consideration will be in accordance with Article 11, RIF, and Article 12, Out-Placement, in this agreement.

Section 11. Disputes concerning compliance with and provisions of OMB Circular A-76 will be resolved through A-76 appeals procedures. Issues arising from the collective

bargaining agreement, law, rule or regulations other than those exclusively reserved under OMB Circular A-76 may be resolved through the grievance/arbitration procedure to the extent not prohibited by law.

Section 12. In the event any agency decision to contract out is based upon information provided by the contractor or an individual in violation of the False Claims Act, 31 USC 3729 (1986), Employees will be compensated for filing successful court actions in accordance with 31 USC 3730 (1988).

Section 13. Management recognizes the “right of first refusal” required by the supplement to OMB Circular A-76, Part 1, Chapter 1, Section h. 2 (March 1996 edition) which provides that the contractor will grant those federal Employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal because of displacement due to contracting out shall not deny a unit Employee of any assignment rights he might otherwise have under applicable RIF procedures, as appropriate.

ARTICLE 14

TRAINING

Section 1. Subject to the availability of funds, the Employer will plan and provide for training and development of Bargaining Unit Employees as required, to accomplish the mission. The choice of subject matter, areas for training, selection and assignment of training priorities, and the selection of Employees to be trained is a function of the Employer.

Section 2. The Employer is responsible for:

- a. Assessing the training needs of Employees;
- b. In conjunction with Employees, identifying and documenting training and developmental needs of Employees during performance evaluation; and
- c. Counseling Employees regarding available self-developmental activities that would contribute to their performance or career development.

Section 3. Documentation of training activity required to be maintained by Chapter 41 of Title 5 CFR, Part 40 and Army Regulations, will be accomplished in accordance with AR 25-400-2, The Army Records Information Management System (ARIMS).

Section 4. The Employer agrees to extend consideration to the reimbursement of expenses incurred by an Employee in attendance of job-related courses on his own time. Such consideration will be subject to the availability of funds and the priorities of training needs. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

Section 5. The Employer agrees that when a Bargaining Unit Employee is adversely affected by a RIF, reorganization, or transfer of function, sufficient training will be provided as determined by the Employer to enable the affected Employee to perform duties of a new position, when available, and/or assisting in the placement of Employee to the extent appropriate.

Section 6. The Employer will establish training points of contact as deemed appropriate. Employees, as well as the Union, may contact these training points of contact to review available job-related training catalogs and information. The Union may review these materials and make reasonable requests for copies of these training documents.

ARTICLE 15

HOURS OF WORK

Section 1. The regular tour of duty will normally consist of five consecutive 8-hour work days, Monday through Friday. The normal lunch period will be 30 minutes, provided approximately during the middle of each Employee's daily tour. Lunch periods and work schedules within sections will normally be staggered, to allow for continuity of operations. Employees who desire a longer lunch period may submit a request to their supervisor in advance. Breaks cannot be combined with lunch to make a longer lunch, nor scheduled at the beginning or end of a workday. The occurrence of Holidays will not alter the regular weekly tour of duty but will normally be observed. Saturday and Sunday will normally be non-workdays; however, when Saturday operations are planned work assignments will be published at least seven (7) days in advance.

a. Basic Work Requirement: Under provisions of 5 USC 6121, this refers to the number of hours, excluding overtime hours, an Employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

b. Core Hours: Means the time periods during the workday, workweek, or pay period that are within the tour of duty during which an Employee covered by a Flexi-tour Work Schedule (FWS) is required by the Agency to be present for work. 5 USC 6122

c. Tour of Duty Under FWS: Under FWS, tour of duty refers to the limits set by an Agency within which an Employee must complete his or her basic work requirement.

d. Shift Work: The Denver MEPS does not currently employ shift work. In the event shift work would be required for more than 96 hours, the parties will meet and negotiate.

Section 2. The Parties agree to the following as a plan for implementing a trial period for a 5-4-9 CWS and a FWS. Under the provisions of 5 USC 6127 (b)(2a-2b), participation in any form of Alternate Work Schedule (AWS) is voluntary. No one will be mandated to participate.

a. CWS allows for completion of the 80-hour biweekly work requirement in less than 10 workdays. At the Denver MEPS, this program consists of an approved work schedule comprised of eight (8) 9-hour workdays and one 8-hour workday to fulfill the basic 80-hour biweekly requirement. This plan allows for an additional non-workday within each biweekly pay period.

b. The non-workday, or regular day off (RDO), will be selected by the Employee with supervisory approval.

c. AWS, CWS, and FWS are pursuant to 5 USC 6122 and will include the following:

1) Designated hours and days during which an Employee on such a schedule must be present for work.

2) Designated hours during which an Employee on such a schedule may elect to the time of such Employee's arrival at and departure from work, solely for such purpose or, if and to the extent permitted, for the purpose of accumulating credit hours to reduce the length of the workweek or another workday.

3) It is expressly recognized that management reserves the right to determine the flexible hours of work, and that these flexible hours may vary by section. It is further recognized that not all employees in all sections may be eligible to participate in the flexible work schedule, if the requirements of their specific current job or shift is such that allowing for a flexible arrival time would have a negative impact on the agency's mission, as deemed by the MEPS Commander or designated representative.

4) As deemed prudent to minimize adverse impact on the organization's supervisory staff, management may elect at its discretion and as needed by each section, to implement some form of automated timekeeping. Such timekeeping devices will be utilized to ensure accurate capture of hours worked by Employees, and to minimize the supervisory requirement of training numerous arrival and departure times of the Employees.

d. CWS and FWS with an 8-hour or longer continuous work period will include a minimum of a 30-minute non-paid lunch period established near the midpoint of the workday. No work will be done during this timeframe.

e. Break periods of 15 minutes duration will be authorized for each continuous 4 hour work period and will fall near the midpoint of each 4 hour work period.

f. Neither lunch nor break periods will be authorized at the beginning or ending of a work shift. Additionally, break periods will not be used to extend the duration of a lunch period.

g. Trial period. The Parties agree to a trial period with the following conditions:

1) The trial period will normally be in effect for 120 days, through it can be terminated prior to the 120 day mark if deemed necessary by the MEPS Commander due to mission requirements.

2) Employees with scheduled days off which fall on any of the four (4) scheduled MEPCOM training days, will reschedule that day off to another day within the affected workweek, giving proper notification.

3) Management reserves the right to do the same for MEPS mission days, which normally occur on the last Monday of each month and last working day of each month, depending on individual service mission requirements.

4) After completion of the 120 day trial period, the Parties will meet and negotiate the implementation of the AWS program. However, prior to the completion of the 120-day trial period, if management declares an adverse impact to the mission, they will formally inform the union of such and submit their desire to modify or terminate the program.

e. Bargaining unit members, in qualifying positions, will be allowed to participate in this trial period on a voluntary basis with prior supervisory approval.

Section 3. Program Selection. Eligible Employees may:

a. Select the plan the Employee desires, with prior supervisory approval.

b. Request a change in hours, or RDO of on a CWS, subject to supervisory approval.

c. Except on an emergent basis, request changes to his/her work schedule no more than twice within each calendar year. Such requests must be submitted a minimum of four weeks in advance, in writing, to their supervisor prior to the requested effective date and is contingent upon supervisory approval.

d. Employee AWS will be documented and maintained in accordance with the documentation requirements of Chapter 7 of USMEPCOM 690-13.

Section 4. To the extent practicable to meet mission requirements and for qualifying positions, the Employer will allow participation in either of the above AWS programs.

a. Under the provisions of 5 USC 6122(a) and 6127 (b)(2a-2b), Employee participation in any form of AWS is voluntary. No one will be mandated to participate in either of the above MEPS programs. Any Employee working under an AWS Program must submit their request for a change in writing to their supervisor in accordance with Section 3., above. A copy of such change will be forwarded to the Union Steward by the Employee for notification purposes. Effective date of the change will, normally, be the beginning of the next pay period following the supervisor's approval of the request.

b. Abuse of an AWS by a participant may result in its prompt termination. This may also occur based on an emergent work situation which may lead to mission failure.

ARTICLE 16

OVERTIME

Section 1. The assignment of overtime work is a function of Management, and Management officials are required to keep overtime work to a minimum consistent with the effective and timely accomplishment of the Employer's mission. Therefore, supervisors are expected to assign overtime work in such a way as to accomplish it as efficiently and expeditiously as practicable. Overtime will not be used by the supervisor as a reward or punishment.

Section 2.

a. Employees shall be required to perform overtime work unless the supervisor determines that overtime for any Employee would be inappropriate due to such reasons as impairment of health, efficiency, or under personal hardship.

b. An Employee may be released from an overtime assignment provided his reasons, as determined by the supervisor, are valid and provide suitable justification and another qualified Employee familiar with the work is available for overtime. A written denial is required when the Employee provides a written request for release with justification.

Section 3. First consideration for overtime shall be given to those Employees who are currently assigned to the job. Second consideration will be given to those qualified Employees normally performing the job in the area or functions where the overtime work is required. Employees should be selected for overtime work on a fair and equitable basis consistent with job and skill requirements. It is recognized that certain factors (i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement) may cause temporary imbalances in the equitable distribution of overtime. If either Part determines, on a case by case basis, that an imbalance or concerns exist, a roster should be maintained and an equitable rotation schedule be established. Such rosters will be established by the Employer with Employees listed by seniority, based on MEPS Service Computation Date.

Section 4. On the basis of Section 3 above, and to the extent feasible, the Employer will utilize volunteers to work overtime, prior to assigning overtime. Overtime rosters will be maintained and be accessible for a period of one year after the date of establishment. If an Employee does not want to work overtime, the next Employee on the top of the list will be asked, and so one down the list. If no one wants to work the overtime, the Employee on the bottom of the roster will normally be assigned to work the overtime.

Section 5. Employees needed for overtime work will be given advance notice when practicable but the Parties agree Employees should be willing to accept overtime on short notice. The Employer agrees to make reasonable efforts to notify Employees of

the possibility of overtime work or the requirement to work overtime far enough in advance to allow Employees to adjust to the requirement. The Employer will normally provide 72 hours advance notice of approved overtime requirements or notice will be provided as soon as overtime is planned, when 72 hours advance notice cannot be provided.

Section 6. Employees required to perform authorized overtime work shall be compensated in accordance with applicable Federal laws.

Section 7. Employees who are classified non-exempt under the Fair Labor Standards Act may not perform work outside normal working hours unless specifically ordered or authorized by the Employer to do so. If the Employer knowingly suffers and permits these Employees to work, they will be paid overtime.

Section 8.

a. To the maximum extent practicable, the Employer shall schedule the time to be spent by an Employee in travel status away from his duty station within the regularly scheduled work week of the Employee.

b. When it is required that travel be performed during non-duty hours, an Employee will be compensated for overtime as provided for by applicable Federal Law.

Section 9. Any Employee who works with the approval and knowledge of the Employer, more than forty (40) hours in an administrative workweek, shall be compensated for such work by receiving overtime pay, (or, as appropriate "compensatory time"), for those hours. Such compensation shall be awarded under controlling regulations and/or laws.

Section 10. Irregular or occasional overtime will be compensated in fifteen (15) minute increments. If an Employee works eight (8) or more minutes in a quarter hour, that Employee will be compensated for fifteen (15) minutes of overtime. If an Employee works seven (7) minutes or less, the Employee will not be compensated. This is not to be interpreted that the Employer may work Employees on a regular basis for seven (7) minutes or less without compensation.

Section 11. Employees called in to work unscheduled overtime outside of and unconnected to their basic workweek, shall be paid a minimum of two (2) hours call-back overtime pay, regardless of whether the Employee is required to work the entire two (2) hours. In addition, any Employee called in to work on shifts outside his basic workweek will normally be excused upon completion of the job which he was called in to perform.

Section 12. Employees required to use a beeper or other electronic device will be in a duty and pay status if required to stay within the confines of their home, subject to restrictions in accordance with 5 CFR 551.431 (a). However, if the Employee is allowed

to choose between leaving a telephone number or carrying an electronic device for the purpose of being contacted and may move about the general area reasonably freely, the Employee may not be in a pay status, but rather in an "on-call" status until contacted. When the Employee in the latter situation is contacted and begins performing hours of work, in accordance with applicable regulations, he is in a duty and pay status. Restrictions to the Employee's movements must be reasonable and the involved duty will be rotated among qualified Employees in accordance with Section 3 above.

Section 13.

a. Employees will not be coerced or required to accept compensatory time in lieu of overtime payment for irregular overtime, except under government-wide regulations.

b. Compensatory time should be used as soon as possible. However, if this does not occur, it will be converted to overtime pay in accordance with applicable regulations.

ARTICLE 17

LEAVE

Section 1. Leave will be administered in accordance with applicable laws and regulations, and the following. Whenever there is a conflict with rules and regulations other than those of a government-wide authority, this agreement will prevail.

PART 1 – Annual Leave

Section 2. The Employer retains the right to approve/disapprove or reschedule annual leave based on workload requirements. Consistent with the Employer's need of the individual, annual leave which is requested in advance as outlined below will normally be approved. The Employee will not depart for leave without ensuring the Employer has approved the leave requested.

Section 3.

a. Normally, the Employee will submit his scheduled leave request (to his immediate supervisor) at least 45 days prior to leave starting. The Employer will approve/disapprove the leave within the next fourteen (14) calendar days. Once an Employee's vacation time has been scheduled, he will normally be permitted to change his selection only if workload permits and no other Employee's choice is disturbed or unless another Employee agrees to trade.

b. Employees will not normally be required to forego their previously scheduled leave except when emergency conditions or completion of mandatory mission workload dictates. When such situations arise, the Employee will be allowed to continue his scheduled leave as soon as the necessary mission work has been completed. If the situation is such that the entire leave must be canceled, upon request, the Employee will be given a written statement as to why his leave was canceled and be given priority consideration for the next available requested leave dates.

c. Management will make a maximum effort to avoid canceling leave where financial loss to the Employee is involved. When the Employer knows of a need for maximum attendance, Employees will be notified promptly.

d. If there is a conflict in scheduling leave or when there is a mission need to cancel already approved leave which cannot be resolved by the individuals involved, the following list will be used:

Priority 1:

- 1) Employees who did not have that time scheduled during the previous year.
- 2) MEPS Service Computation Date.

Priority 2 – Other Scheduled Leave:

- 1) Employees who have already incurred a substantial financial expenditure for use of that time period (after the time has already been scheduled);
- 2) Validated hardship;
- 3) Date of request;
- 4) Employees who have use or lose leave; and
- 5) MEPS Service Computation Date.

Section 4. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the Employee, but will normally be granted. Except where circumstances beyond the control of the Employee do not permit, the Employee must contact his supervisor or designated alternate, either personally or by phone, as soon as possible, but not later than two hours after the beginning of the regular work shift. When the Employee is unable to do so, and thus another person must contact the supervisor on the Employee's behalf, it remains the responsibility of the Employee to be aware of the supervisor's approval/disapproval of the requested absence.

Section 5.

a. It is the responsibility of the Employee to assure that he does not forfeit Annual Leave due to use or lose provisions. Management will work with Employees in scheduling and rescheduling leave to avoid loss.

b. If the Employer prevents the Employee from using previously approved scheduled leave prior to the expiration of the leave year, that leave may be restored if scheduled and the denied in accordance with applicable leave regulations.

Section 6. The Employer will make every reasonable effort not to require Employees to take leave that would create undue hardships.

Section 7. The Employee will not be required to take Annual Leave or attendance at Official Employer functions.

Section 8. An Employee injured in the performance of his duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his prescribed hours of work for that day.

PART II – Sick Leave

Section 9. Sick leave, if available, shall be granted to Employees when they are incapacitated from the performance of their duties by physical or mental illness, injury, pregnancy or childbirth or when a member of the immediate family of the Employee is afflicted with a contagious disease and requires attendance of the Employee, or when, through exposure to contagious disease, the presence of the Employee at his post of duty would jeopardize the health of others. In accordance with Federal Employees Family Friendly Leave Act, Employees may be authorized:

a. An appropriate amount of family care sick leave to provide care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment.

b. Appropriate bereavement sick leave to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

Section 10. Sick leave, as necessary, shall be granted to the extent due and accrued for medical, dental or optical appointments, examinations or treatment. Requests for sick leave under this Article shall normally be made in advance and time granted normally shall not exceed that required for travel, examination, and treatment. Employees will be expected to return to work upon the completion of such appointment, provided that they are physically able and can report for as much as two hours of duty; or annual leave may be granted at the discretion of the supervisor upon request from an Employee for the remainder of the day, when it is not appropriate for charge to sick leave.

Section 11. An Employee who is prevented from reporting to his scheduled tour of duty because of an incapacitating illness or injury shall furnish notice to an appropriate Management official designated by the Employer, by telephone or other means, within two hours after the beginning of the Employee's normal work shift. The Employee is responsible for making every reasonable effort to insure that notification is made to his supervisor. The Employer shall inform Employees of the names and telephone numbers of the appropriate Management officials to who to report. When reporting, the Employee shall furnish the reason for absence, and the estimated duration of absence. When the Employee knows in advance that he will be absent beyond the original estimated time, he will report this to the appropriate Management official not later than the last day of the originally reported absence indicating the reasons for the continuing absence and when he expects to return to work. Notification for each day of absence due to illness will be made to the appropriate Management official unless medical documentation has been presented in advance to cover the entire absence. Such notification will not in itself be justification for approval or disapproval of sick leave. Upon return to duty, the Employee's request for sick leave will be considered on an individual basis. If the absence exceeds three (3) days, Employees must, upon returning to duty furnish a suitable signed statement from a physician or licensed medical practitioner, in an appropriate medical specialty, that they were incapacitated for duty during the entire period of absence. This requirement for a physician's

statement may be waived where a chronic condition had been previously suitably documented.

Section 12. It is agreed and understood that the Employer has the right to require that an Employee furnish a medical certificate signed by a physician for each absence of any duration where there is reason to believe that the Employee has abused sick leave privileges or after the Employer has counseled the Employee with respect to the use of his sick leave, a record of such counseling is on file, and the sick leave record of the Employee subsequent to the counseling does not indicate improvement. The requirement for a medical certificate will be provided to the Employee in writing and if necessary, renewed annually. The Employer will review the sick leave record with said Employee at least semi-annually. Where such review reveals no specific evidence that the Employee has abused sick leave privileges during the period reviewed, the Employee will be notified in writing that a medical certificate will no longer be required for each absence and the original letter will be removed from the record.

Section 13. Sick leave, not exceeding a maximum of 240 hours, may be advanced to an Employee in cases of serious illness or disability, including pregnancy, upon his request. All advanced sick leave requests, which are discretionary in nature, must be approved by the MEPS Commander who may require a physician's statement validating the reason for absence and the estimated duration of absence.

Section 14. Employees may use sick leave up to a total of 104 hours each leave year (or in the case of part-time Employees with uncommon tours of duty, the number of hours of sick leave normally accrued during a leave year) for the following:

a. To provide care for a family member as a result of a physical or mental illness, injury, pregnancy, childbirth; or for a medical, dental or optical examination or treatment; or

b. To make arrangements necessitated by the death of a family member or attend a funeral of a family member. Under this Act all covered full-time Employees will be able to use a total of up to 40 hours of sick leave each year for family care or bereavement purposes. In addition, a covered full-time Employee who maintains a balance of at least 80 hours sick leave will be able to use an additional 64 hours of sick leave per year for these purposes. This brings the total amount of sick leave available family care and bereavement purposes to maximum of 104 hours per year for Employees who satisfy this condition. This Act includes the broader definition of "family member" that is used in the Federal leave sharing program.

PART III – Family Leave:

Section 15. An Employee who is pregnant may be granted sick leave, annual leave, or leave without pay, as appropriate, during delivery, confinement and care of the infant. An Employee will make known to her supervisor her intent to request for maternity reasons, including the type of leave, and the approximate dates, in order that the

supervisor may plan for staffing adjustments which may be necessary during her absence.

Section 16. In accordance with applicable regulations, the Family Medical Leave Act (FMLA) entitles eligible Employees of covered Employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

a. Twelve workweeks of unpaid leave in a 12-month period for:

- 1) the birth of a child and to care for the newborn child within one year of birth;
- 2) the placement with the Employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- 3) to care for the Employee's spouse, child, or parent who has a serious health condition;
- 4) a serious health condition that makes the Employee unable to perform the essential functions of his or her job;
- 5) any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

b. Twenty-six workweeks of unpaid leave during a single 12-month period to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee (military caregiver leave).

PART IV – Administrative Leave or Excused Absence

Section 17.

a. Registration and Voting. The Employer may, upon request, excuse Employees from work in order to vote or register to vote provided that the particular circumstances make voting/registering after duty hours impractical. When the polls are not open at least three (3) hours either before or after an Employee's regular hours of work, he may be granted an amount of excused absence to vote which will permit the Employee to report for work 3 hours after the polls are opened or to leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

b. Blood Donation. Consistent with mission requirements, Employees are encouraged to serve as blood donors and will be excused from duty. Employees who give blood without compensation may be excused without charge to leave for any portion of the day blood is donated, for travel to the donation site, donation and recovery immediately following the donations. Normally this will not exceed 4 hours unless

unusual travel time is required. The Employer will made a good faith effort to schedule blood drives during mid-day hours.

c. Court Leave. Court leave is authorized absence, without charge to leave or loss of pay, for jury duty or to serve when summoned as a witness, in a nonofficial capacity, on behalf of federal, state, or local government or when such government is a party to an action. The Employer will grant court leave as appropriate.

1) Employees excused for court duty when two or more hours remain in the workday are expected to return to duty unless extenuating circumstances (distance from home, duty station, court, etc.) make returning impractical.

2) Employees will present evidence of a call to court service to their supervisor immediately upon receipt. Upon completion of court duty, Employees will obtain a Certificate of Service from the Court Clerk and deliver it to their supervisor.

d. Bone Marrow or Organ Donor Leave. Upon request, the Employer will grant bone marrow or organ donor leave as appropriate to Employees who serve as a bone-marrow or organ donor.

Section 18.

a. Unusual Climate Conditions. Excised absence which may be appropriate due to weather extremes is within the discretion of the Employer and will be appropriately considered in accordance with applicable laws and regulations. Emergency essential Employees will continue to report to duty as directed by the Employer. When possible, the Union will be notified in advance.

b. Work Interruptions. Employees who are prevented from working due to interruptions or suspension of normal work operations will be assigned to other work when possible. If other work is not available, the Employee may be excused or placed on leave at the discretion of the Employer. When possible, the Employer will notify the Union in advance when not precluded by an emergency.

c. Group Dismissal. Where Employees are to be excused without charge to leave, the Employer will notify involved Employees as soon as practicable.

Section 19. Leave usage will be charged in increments of 15 minutes.

Section 20. In accordance with applicable regulation, the Employer shall have the option to excuse infrequent absences and tardiness of less than 59 minutes on the part of the Employee. Each case shall be considered on its merits and Employees shall be treated fairly and in a non-disparate manner.

Section 21. A reasonable amount of leave without pay will normally be granted to Employees for the following reason(s);

- a. For relocation purposes;
- b. When an Employee is disable and receiving OWCP benefits;
- c. When a reservist is on military duty, in accordance with the provisions outlined in the Uniformed Services Employment and Reemployment Rights Act (USERRA);
- d. When an Employee is serving as a National Officer or representative for the National Union.

ARTICLE 18

PERFORMANCE STANDARDS AND EVALUATIONS

Section 1. Purpose. The Parties to this agreement each recognized that high level performing Employees are essential to the efficient operation of the agency and are necessary for the achievement of the agency's goals and objectives. The purpose of this Article is to emphasize a fair and equitable procedure to be utilized by supervisors when informing Employees of their performance. The Employee performance appraisal system will be administered in accordance with the requirements of 5 USC 4301, 5 CFR Part 430 as amended, and AR 690-400, TAPES, as supplemented by this agreement.

Section 2. Policy.

a. The Parties agree that, to provide a continuing mechanism to address Employee concerns, systemic issues regarding annual performance appraisal and performance award processes may be referred to the MEPS Labor-Management Committee. The Committee will have the authority to make adjustments to these processes as necessary and consistent with Labor Management Relations principles in applicable Executive Orders.

b. Within 45 days after the end of the appraisal period, a written rating of record shall, normally, be prepared and given to each unit Employee.

Section 3. Performance Plan. Employees will be actively involved in the development of their performance plans, including establishment and changes in individual performance standards. Supervisors will discuss individual performance standards with affected Employee(s) within the first thirty (30) days of the rating period to promote a common understanding of what is required for a satisfactory performance and how Employees may exceed the standards. Management will provide the Employee a copy of the final performance standards after considering his comments. Employees who enter unit positions or are promoted, demoted, or reassigned to a different unit position, should have their new performance standards communicated to them as soon as possible, but normally no later than thirty (30) days after assuming the duties of the new position. Changes to individual performance standards may be proposed during the appraisal cycle, however, such changes will normally be kept to a minimum. Such changes will be discussed with the affected Employee(s) before the proposed changes are implemented.

Section 4. Performance Standards. To the extent feasible, each Employee's standards will permit the accurate evaluation of job performance on the basis of objective criteria related to the Employee's job. Performance standards will be defined at the fully successful level for each critical element (i.e., Responsibilities in the Base System and Objectives in the Senior System) to be used in the summary rating of each Employee. A performance standard is an expression of the performance level that must be met to be appraised at the fully successful level. A performance standard may include quality,

quantity, timeliness, or manner of performance. The standards should be written as objectively as feasible; e.g., to include milestones, fiscal resources available, and other measurable aspects.

Section 5. Performance Rating Procedures. The evaluation of Employees by their supervisors shall be objective to the maximum extent possible.

a. In the interest of providing for objectivity in an appraisal, an Employee should have been working under the supervisor and an approved performance plan for at least 120 days. When this is not the case, the annual rating will be deferred until these time frames are met.

b. The rating official shall be a supervisor/Management official who has direct knowledge about the Employee's performance and the type of work performed and has access to all the Employee's performance records.

c. The rating official will discuss the Employee's job performance in a private setting at least once at the midpoint of the appraisal cycle and during the final rating. These reviews will be documented on the appraisal form.

d. If the supervisor has identified shortcomings in the Employee's performance, the Employee shall be notified when the problem is perceived. Where performance is less than fully successful, the rater will suggest ways for the Employee to improve his work in order to raise the Employee's performance to a fully successful level.

e. Employees will be afforded fifteen (15) calendar days prior to the end of the rating period to submit accomplishments/contributions related to their performance during the appraisal period. The rater will consider all information such as assignments of any duration, abnormal work situations, and factors beyond the Employee's control.

f. A memorandum will be prepared and issued to Employees whose performance is less than fully successful. The memorandum will explain why their performance is less than fully successful and what specific measures and guidance will be provided to assist them in improving their performance. The memorandum will normally allow Employees not less than 60 days to improve their performance to the fully successful level. If the Employee's performance is brought up to a fully successful level during the notice period, the memorandum will be removed from all records after one (1) year of achieving and sustaining successful performance.

ARTICLE 19

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. The Employer may reassign, reduce in grade, or remove an Employee for unacceptable performance in accordance with Army Regulation 690-400, Chapter 4302, and other applicable laws and regulations. Whenever there is a conflict with rules or regulations other than those of a government-wide authority, this agreement will prevail.

Section 2. Prior to initiating an action under this Article, an Employee must be:

- a. Informed in writing (Letter of Warning) of the applicable critical elements and standards of performance;
- b. Informed of performance deficiencies and what needs to be accomplished for the Employee to receive an acceptable rating;
- c. Allowed a reasonable amount of time (normally not less than forty-five (45) calendar days) to demonstrate acceptable performance. What constitutes a reasonable amount of time will depend on the nature of the Employee's position and the performance deficiency(s) involved, and how long it would take to demonstrate acceptable performance, as well as other special circumstances; e.g., a seasonal work schedule, extended leave, an alcoholism or drug problem, etc.;
- d. Informed, in writing of how the supervisor will assist in the effort.

Section 3. An Employee whose reassignment, reduction in grade, or removal is proposed is entitled to:

- a. Thirty (30) calendar days advance notice (Notice of Proposed Removal/Change to Lower Grade for Unacceptable Performance) of the proposed action which identifies:
 - (1) Specific instances of unacceptable performance on which the proposed action is based, and that Employee has not improved his performance to an acceptable level.
 - (2) The critical elements of the Employee's position involved in each instance of unacceptable performance.
- b. Be represented by a Union representative or by a representative of Employee's choice.
- c. Be provided at least twenty (20) calendar days following receipt of the proposed action to answer orally and/or in writing.

d. A written decision (Notice of Decision) as soon as possible, but not later than thirty (30) calendar days after the notice period expires which:

(1) Specifies the instances of unacceptable performance on which the action is based; and

(2) Be concurred in by a higher level official than the one who proposed the action.

Section 4. In cases of decision to reduce in grade or remove an Employee for unacceptable performance, the Employer agrees that the decision may be based only on those instances of unacceptable performance by the Employee specified in the proposed notice.

ARTICLE 20

DISCIPLINARY ACTIONS

Section 1. The Employer shall determine when the need for disciplinary action occurs and such actions will be administered in accordance with USMEPCOM Regulation 690-13, other applicable laws and regulations and this agreement. Whenever there is a conflict with rules or regulations other than those of a government-wide authority, this agreement will prevail.

Section 2.

a. Disciplinary actions fall into two categories; informal (oral admonishment and written warnings) and formal (letter of reprimand and suspension of 14 days or less). An Employee will be subject to discipline only for such causes as will promote the efficiency of the service.

b. Disciplinary actions against all Employees should be based on just cause, include fair consideration, and be consistent with applicable laws and regulations. In general, progressive discipline requires the least stringent penalty to motivate improved behavior. Punitive discipline normally will require a stronger penalty to preclude repeated acts of misconduct and to deter such conduct by others.

Section 3.

a. Prior to making a determination as to whether or not disciplinary action is warranted, the Employer shall conduct a preliminary inquiry to document the facts. The inquiry shall include discussions with the Employee(s) concerned as appropriate.

b. Employees are entitled to be represented at any examination held for this purpose if:

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

(2) The Employee requests representation.

c. If the Employee desires such representation, it shall be granted before further action occurs.

Section 4. Disciplinary action will normally be initiated within a reasonable period of time following Management's knowledge of the alleged incident. In cases where disciplinary actions may be taken based upon formal investigative or civil actions generated at the Commander's level or third Party, the period may be adjusted accordingly.

Section 5. An Employee who is issued a written reprimand is entitled to:

- a. A specific description of the infraction for which reprimanded;
- b. An opportunity to review the material relied upon to support the reprimand; and
- c. Advice concerning the Employee's right to grieve the action under the Formal Steps of the negotiated grievance procedure or the ADR process.

Section 6. An Employee against whom a suspension of 14 days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the action;
- b. The name of the deciding official to whom the Employee may respond;
- c. Be provided at least fifteen (15) calendar days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the Employee's answer. Upon request of the Employee, Management will consider reasonable requests for extensions;
- d. Be represented by an attorney or other representative including a Union representative;
- e. Be advised of his non-pay status during the notice period, if applicable; and
- f. Be granted a reasonable amount of official time if otherwise in a duty status, to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 7. The official making the final decision on disciplinary matters (excluding letters of reprimand and informal discipline actions) shall normally be at a higher level in the activity than the proposed official. After investigation and consideration of the Employee's response and any mitigating factors, this deciding official may;

- a. Withdraw the action proposed;
- b. Institute a lesser action; or
- c. Take the proposed action.

Where the final decision is unfavorable to the Employee, he will be advised of his right to appeal the decision under the negotiated grievance procedure or the ADR process or to file a complaint under the EEO procedure, if applicable. The phone number of the Union President should be included in the letter.

Section 8.

- a. An Employee will be given at least seven (7) calendar days from the date of receipt of the decision to the effective date of the suspension.
- b. The Employer shall provide the Union with a copy of all disciplinary actions and decisions where requested by the Employee.
- c. Formal disciplinary actions will be documented in the Employee's Official Personnel Folder in accordance with appropriate regulations. Informal actions will be annotated on the Supervisor's Employee Brief for up to 6 months. Management may remove the action earlier than 6 months at their option.

Section 9.

- a. The Employee shall be notified by the Employer when any derogatory matters is documented on the Supervisor's Employee Brief and the Employee shall have the opportunity to discuss the matter with the supervisor. The Employee will initial and date all derogatory entries made on the Supervisor's Employee Brief by the Employer. The Employee's initials will signify knowledge of, not necessarily concurrence with, the entry.
- b. The Employee has the right to review and acquire a copy of the Supervisor's Employee Brief within a reasonable time (normally, 24 hours) after the Employee's request. The Employee will be given the opportunity to attach a written rebuttal to the entry, within 20 calendar days.
- c. The Parties understand that Supervisor's Employee Brief is subject to provisions of the Privacy Act.

ARTICLE 21

ADVERSE ACTIONS

Section 1. The Employer shall determine when the need arises for adverse actions and such adverse actions will be administered in accordance with USMEPCOM Regulations 690-13 and other applicable laws and regulations and this agreement.

Section 2.

a. An adverse action is defined as a removal, suspension for more than fourteen (14) days or a reduction in grade or pay taken for cause, or furlough for thirty (30) days or less.

b. This Article does not apply to suspensions or removals taken in the interest of national security (5 U.S.C. 7532), actions taken under RIF procedures, reduction in grade or removal of Employees based upon unacceptable performance (5 U.S.C. 4303) or to the separation of an Employee serving a probationary or trail period under an initial appointment pursuant to 5 U.S.C. 7511 (a) (1) (A).

c. An Employee will be subject to adverse action only for such cause as will promote the efficiency of the service.

Section 3.

a. Prior to making a determination as to whether or not adverse action is warranted, the Employer shall conduct a preliminary inquiry to document the facts. The inquiry shall include discussions with the Employee(s) concerned as appropriate.

b. Employees are entitled to be represented at any examination held for this purpose if:

(1) The Employee reasonably believes that the examination may result in adverse action against the Employee; and

(2) The Employee requests representation.

c. If the Employee desires such representation, it shall be granted before further action occurs.

Section 4. Adverse action will normally be initiated within a reasonable period of time following Management's knowledge of the alleged incident. In cases where adverse action may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly.

Section 5. A notice of proposed adverse action against an Employee shall be in writing. The Employee is entitled to:

a. An advance written notice of at least thirty (30) calendar days, stating the specific reasons for the proposed action. Where there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed, a lesser notice period will be warranted.

b. Be represented by an attorney or other representative including a Union representative. Representatives must be designated in writing.

c. Be provided at least fifteen (15) calendar days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the Employee's answer. Upon request of the Employee, Management will consider reasonable requests for extensions.

d. The name of the deciding official to whom the Employee may respond; and

e. A statement of the Employee's duty status during the notice period.

Section 6. An Employee who otherwise is in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by the Employer in proposing an adverse action and for the purpose of preparing and submitting an oral and/or written response.

Section 7. The official making the final decision on adverse actions shall normally be at a higher level in the activity than they proposing official and will issue a written decision stating the specific reasons at the earliest practical date. After investigation and consideration of the Employee's response and any mitigating factors, this deciding official may:

a. Withdraw the action proposed;

b. Institute a lesser action; or,

c. Take the proposed action.

Where the final decision is unfavorable to the Employee, he will be advised of his right to grieve the matter under the negotiated grievance procedure, use the ADR process, appeal the action to the MSPB, or file a complaint under the EEO procedure, if applicable, in accordance with Article 27, Grievance Procedure.

Section 8. On suspension actions, an Employee will be given ten (10) calendar days from the date of receipt of the decision to the effective date of the action to be taken. If the suspension action is for thirty (30) days or more, at the Employee's request, Management will consider incremental periods in lieu of a continuous suspension. The

Employer shall provide the Union with a copy of all adverse action decisions, where requested by the Employee.

ARTICLE 22

EMPLOYEE ASSISTANCE PROGRAM

PART I – Employee Counseling Services

Section 1. The Employer recognizes that behavioral and/or emotional problems unrelated to alcohol or other drug abuse can interfere with an Employee's job performance.

Section 2.

a. A supervisor shall immediately refer to the Employee Counseling Services Program any Employee who acknowledges having a behavioral/emotional problem, either of his own or a family member. If the supervisor reasonably suspects that the Employee has a problem in this area, the supervisor should refer the program to the Employee. An Employee may seek the assistance of the program without notifying the supervisor.

b. Employee participation in the program shall be voluntary.

Section 3. The designated trained official for Employee assistance will maintain listings and information regarding community facilities for treatment of medical/behavioral problems. This information may include, but is not limited to, cost and eligibility criteria. The designated trained official for Employee assistance will refer the Employee to an appropriate community resource; i.e., agencies or individuals offering screening and/or diagnostic services in the community.

PART II – Alcohol and Drug Abuse Program

Section 4. The Employer and the Union agree to support the Department of the Army Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) and have as their goal the early identification and rehabilitation. Early intervention will be helpful in returning Employees to full productivity.

Section 5.

a. Each Employee is responsible for:

(1) Recognizing the adverse effect that alcohol and other drug abuse is having on job performance;

(2) Seeking appropriate assistance in problem resolution; and

(3) Bringing job performance to an acceptable level through control of the problem.

b. When an Employee has alcohol or other drug abuse problems he may obtain assistance by:

(1) Volunteering for referral to the ADAPCP program directly through his supervisor, Civilian Program Coordinator, Occupational Health Service, Union representative or other source; and/or

(2) Referral to the ADAPCP by a physician as the result of a fitness-for-duty examination.

Section 6.

a. Participation by an Employee in all aspects of the ADAPCP program is voluntary. Employees who choose to accept ADAPCP services will be enrolled in the installation ADAPCP and may participate in either the installation program or an approved rehabilitation program in the community.

b. The designated trained official for Employee assistance will provide referral and follow-up services for Employees who elect to participate in approved community rehabilitation programs.

Section 7. The diagnosis of alcohol and other drug abuse can be made only by a physician. Until a physician has made a diagnosis, no diagnostic term will be used with reference to the individual.

Section 8. An initial interview will be conducted with an Employee referred to the ADAPCP. This interview will be conducted by a counselor and will be completed prior to the Employee's referral to the physician for clinical evaluation.

Section 9. Employees enrolled in the ADAPCP will normally be limited to 90 consecutive days of active rehabilitation and 9 consecutive months participation in follow-up rehabilitation. However, it can be extended by the designated trained official for ADAPCP Employee assistance.

Section 10. Employees will be granted sick leave or other authorized leave, in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

Section 11.

a. No Employee will have job security or promotion action jeopardized by a request for counseling or referral assistance, except as limited by a sensitive position assignment. In such case, the Employee may be reassigned pending a final determination at the option of the Employer.

b. If a discharged Employee makes a good faith effort to seek counseling assistance within three (3) months after being terminated, or shows substantial

improvement in ongoing treatment, upon request from the Employee consideration will be given for reinstatement.

Section 12.

a. The Union may have a representative at any on-post training program provided for bargaining unit Employees concerning the ADAPCP program.

b. Union representatives may be invited to Management training on the program.

Section 13. The Union will be furnished upon request ADAPCP literature in the form of posters, brochures and other handouts. Both Parties agree to publicize this program.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The Employer and the Union agree that they are mutually committed to the principle of equal opportunity in employment or conditions of employment for all persons. It is further agreed that discrimination because of race, color, religion, gender, national origin, age, or non-disqualifying handicap shall be prohibited. The Employer agrees to promote the full realization of equal employment opportunity through a positive and continuing effort. An Employee may grieve an incident of discrimination, use the ADR process, or file a complaint of discrimination using the EEO Complaints Processing System.

Section 2. When notification is received from the EEO Officer the Employer agrees to notify the Union whenever new, and/or replacement EEO Counselors are appointed. Nomination for the appointments may be submitted by the Union to the EEO Officer.

Section 3. An Employee may choose his representative in the processing of a complaint under the EEO complaint procedures. An Employee's choice of representative may be delayed pending urgent mission needs or disapproved due to a conflict of interest. In such case, the Employee may choose another representative or wait on the release of the Employee's original requested representative.

Section 4. An Employee may have a representative of his choice at any stage in the process of an EEO complaint. However, if the complainant is not represented by the Union or by a Union representative action as a "personal representative", the Union will be granted an opportunity to attend formal discussions held for the purpose of finalizing settlement agreements of formal complaints. This provision does not apply to settlement meetings wherein the Union is involved in the allegation(s) of discrimination.

Section 5. Subject to the limitation discussed in Article 5, an Employee and/or his representative shall be given a reasonable amount of official time to prepare and present an EEO complaint. In accordance with regulatory guidance, Employees must arrange in advance with their supervisor to use this duty time.

Section 6. Employees who initiate an EEO complaint on matters of employment may choose to participate in an established EEO ADR process. Employees may be represented during this process by a representative of their choice.

ARTICLE 24

SEXUAL HARASSMENT

Section 1. Sexual harassment is a particular type of sex discrimination which undermines the integrity of the employment relationship. All Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior.

Section 2. Sexual harassment is defined as a form of sexual discrimination that involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of a person's job, pay, or career; or
- b. Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person; or
- c. Such conduct interferes with an individual's performance or creates an intimidating, hostile, or offensive environment.

Section 3. Employees who are sexually harassed by supervisors, superiors, co-workers, or peers, should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to examine the matter and take necessary action, as appropriate.

Section 4. An Employee may grieve an incident of sexual harassment or file a complaint of harassment, using the EEO Complaints Processing System.

ARTICLE 25

SAFETY AND HEALTH

Section 1. It is agreed that a work environment of safety and health is conducive to high morale and maximum efficiency. Therefore, the Employer will continue to make every reasonable effort to provide and maintain safe working conditions and to comply with applicable Federal laws and regulations relating to the safety and health of Employees.

Section 2. The Union agrees to support the safety program through encouragement to all Employees to conscientiously abide by established safety rules, regulations, directives, etc., to report job-connected injuries or illnesses to their supervisor immediately, and to complete all forms required by applicable regulations.

Section 3. Employees are expected to be alert to unsafe practices, equipment and conditions in all areas which represent safety or health hazards, and will report them to their supervisors for the purpose of making such conditions or procedures safe, and will be responsible for reporting accidents in which they are involved or which they witness.

Section 4.

a. The Employer agrees to assure prompt response to Employee reports of unsafe or unhealthy working conditions. Any Employee or Union representative who believes that an unsafe or unhealthy working condition exists in any work-place where such Employee is employed, is encouraged to report the unsafe or unhealthy working condition to the Installation Safety Officer and/or Occupational Safety and Health Act (OSHA) and request an inspection of such workplace for this purpose.

b. No Employee shall be subject to restraint, coercion, discrimination, or reprisal for reporting or filing a complaint of unhealthy or unsafe working conditions.

Section 5. The Employer will pursue such accommodations as may be necessary to provide a safe and healthy work environment for physically disadvantaged Employees. These actions may include the installation of guard rails, wheelchair ramps, reserved parking spaces, accessible water fountains, restrooms, break rooms, and eating facilities.

Section 6.

a. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illness which occur on or as a result of the job. Employees shall be released to the nearest medical facility or the medical facility of their choosing. The supervisor shall provide the Employee with Forms CA-1 and CA-16 for traumatic injuries, or Form CA-2 for occupation diseases.

b. The Employer agrees to assist the Employee in filing the appropriate forms and documentation regarding the illness or injury with the OWCP. Such assistance will include an explanation of the benefits and options available under Federal Employee Compensation Act and submission of such forms to the CPAC.

c. When an Employee has been returned to work by the Employer's medical authority for a temporary period of light duty, the Employer agrees to assign the type of work to the Employee that will not aggravate his illness or injury when such work is available and which he is qualified to perform.

d. In the event of a work related injury, during the Employee's duty hours, work lost by the Employee on the day or shift on which the injury occurred will be excused without charge to leave (in accordance with appropriate regulations). If the injury incapacitates the Employee for work beyond the day the injury occurred, then the Employee will be advised of and assisted with the provisions of the Federal Employees Compensation Act regarding use of leave or continuation of pay by the Employer.

Section 7.

a. Safety equipment and protective devices and clothing will be provided to Employees as needed and prescribed by applicable directives and regulations.

b. The Employer will certify in writing that a workplace hazard assessment has been performed and that required training has been conducted for all personnel using safety equipment, protective devices, or clothing. Each written certification shall contain the name of each Employee trained, the dates of training, and the subject of the certification.

c. Cleaning and repair of government owned protective clothing and devices will be provided by the Employer.

Section 8. Safety inspections will be conducted by the Employer as required to maintain a safe and healthful workplace. These inspections will be in accordance with applicable regulations and the Union will be notified at least 24 hours in advance provided the Employer has sufficient advance notice. A Union representative may accompany the inspector.

Section 9. Management will provide Health and Safety Training to Employees, as appropriate.

Section 10. The Employer agrees to ensure prompt abatement of unsafe or unhealthy working conditions as established by OSHA standards. Once it has been determined that an unsafe or unhealthy working condition exists, a notice will be posted in accordance with 29 C. F. R. 1960. Accordingly, the Employer shall post and keep posted a notice or notices informing Employees of the protections and obligations provided for in the OSHA.

Section 11. When an Employee, during the course of performance of official duties, believes he is exposed to a health or safety hazard which presents an imminent danger which may cause death or serious physical harm, the Employee shall immediately take appropriate action to protect life and limb and promptly notify the nearest available supervisor. The Employee has the right to decline to perform his assigned task if he has a 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. The Employer shall make an evaluation of the situation and after discussions with appropriate safety personnel, make a decision as to whether work may proceed. If the Employee disagrees with the determination of the Employer, the Employee may grieve the decision under the negotiated grievance procedure or use the ADR process. If it is determined that an imminent danger exists, the Employee will not be obligated to return to the assignment until the imminent danger is removed.

Section 12. It is understood that no Employee should be required to perform work in an area that is determined to be unsafe or unhealthy unless such unsafe or unhealthy condition can be alleviated through the use of appropriate safety equipment, and/or the Employee receives the appropriate hazard or environmental differential pay in accordance with applicable regulations.

Section 13. MEPS is not a member and does not participate on the Joint Installation Occupation Safety and Health Council.

Section 14. MEPS will provide the Union with copies of all on-the-job accidents reports upon request.

Section 15. The Employer will make available to the permanent Union representative of the Installation Occupational Safety and Health Council the same training that is provided Management council representatives during the life of this agreement. Union representatives will be in a duty status while attending this training.

Section 16. Adequate foul weather clothing deemed necessary will provided for Employees required to work outside in inclement weather during emergency and non-emergency conditions, in accordance with appropriate regulations.

Section 17. The Employer agrees to use every reasonable effort to insure the supply and maintenance, on a regular basis, of an adequate number of fire extinguishers in all sections.

Section 18. The Union shall upon request be provided Federal Occupational Illnesses Survey (OSHA Form 200) and pertinent safety notices or newsletters, as filed or published.

Sections 19. Only authorized Employees who are qualified or in training under the direct supervision of a qualified Employee will operate machinery or equipment or perform work that could cause serious injury to an inexperienced operator or endanger other Employees.

Section 20. Space availability and budget considerations permitting, the Employer will make good faith effort to provide adequate dressing room facilities and individual lockers for Employees required to change into safety clothes and/or required uniforms.

Section 21.

- a. Employees will be required to participate in mandatory programs provided for in applicable regulations governing sight and hearing conservation and periodic examinations for those exposed to physical contaminants, contagious diseases, toxic agents, etc.
- b. Prompt medical treatment will be provided for Employees injured on the job to include transportation where required.
- c. The Employer may offer medical examination to an Employee:

(1) When the Employee requests his physical or mental condition be evaluated in relation to unacceptable performance, conduct or leave problem.

(2) When an Employee has made a request for a change in duty status, assignment or working conditions based upon medical reasons and the Employer determines it cannot act further on the request without verification of the clinical findings.

Section 22. Where extreme working temperatures are encountered, e.g., exceeds 99 degrees Fahrenheit or goes below 32 degrees Fahrenheit, the Employer will make reasonable efforts to alleviate the effects on Employees. Protective equipment will be provided as needed and required by regulation. The Employer reserves the right to alter normal duty assignments (e.g., keep Employees in the shop) to prevent exposure to extreme conditions.

When Employees are required to work in extreme conditions the Employee may reasonably alter normal work/rest period regimes to provide for more rest/recovery time. Such changes will be at the discretion of the Employees unless the Employer believes that the policy is being abused.

Environmental Differential Pay will be paid in accordance with regulations unless hazards were taken into consideration in the classification of the position or practically eliminated or alleviated by protective equipment, clothing or devices.

Section 23.

a. AIDS (Acquired Immune Deficiency Syndrome) is caused by Human Immune Virus (HIV) infection. This is a disease which breaks down a part of the body's immune system. The breakdown leave the body vulnerable to a variety of unusual, life threatening illnesses.

b. HIV infection can result in medical conditions which impair the Employee's health and ability to perform safely and effectively. In these cases, the Employer will treat HIV infected Employees in the same manner as Employees who suffer from other serious illnesses. In this regard, the Employer will consider accommodation of an Employee's AIDS related condition(s) in the same manner as other medical conditions warrant consideration.

c. The utmost effort will be made to preserve the confidentiality of personal/personnel medical records. Knowledge of positive HIV test results will be limited to a very small number of people with a bona fide need to know.

d. The Employer will provide information to Employees about AIDS.

e. The Employer will provide necessary barrier protections in accordance with OSHA/Center for Disease Control standards, such as gloves, mouth-pieces, etc. for Employees who may come in contact with blood or other body fluids during their assigned duties.

f. The Employer and Employee will follow all applicable regulations and guidelines relating to the prevention of transmission of blood borne pathogens in the health care setting, commonly known as universal blood and body fluid precautions or "universal precautions." This includes having an approved HIV germicidal available for immediate use as established by the Center for Disease Control.

g. As determined by medical authority, HIV infected Employees should be allowed to continue working as long as they are able to maintain acceptable performance and do not pose a safety and health threat to themselves or others in the work place.

ARTICLE 26

GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. Efforts will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 2. A "grievance" means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning;
 - (1) The effect or interpretation, or a claim of breach, of this agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3.

- a. The following matters are specifically excluded from the coverage of this Article:
 - (1) Any claimed violation of Subchapter III of Title 5 of the U.S.C. (relating to prohibited political activities);
 - (2) Retirement, life insurance, or health insurance;
 - (3) A suspension or removal under Section 7532 of Title 5 of the U.S.C. (in the interest of National Security);
 - (4) Any examination, certification, or appointment;
 - (5) The classification of any position which does not result in the reduction in grade or pay of an employee;
 - (6) A preliminary warning or proposal of an action which, if effected would be covered under this procedure or under a statutory appeals procedure;
 - (7) Individual employee RIF actions appealable to the MSPB;

(8) The termination of a probationary, or trial employee during their probationary, or trial period.

b. This procedure shall be the exclusive procedure available to employees of the bargaining unit for resolving grievances described in Section 2 above except:

(1) An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303) or adverse action (5 U.S.C. 7512) may, at his option, raise the matter under only one of the following procedures: A statutory procedure or a negotiated procedure.

(2) An employee who alleges a prohibited personnel practice under 5 U.S.C. 2302 (b) (1) (relating to equal employment opportunity violations) may either:

(a) File a First Step grievance pursuant to this Article within fifteen (15) calendar days following:

1. The date of the alleged discriminatory incident;
2. The date upon which the aggrieved became aware of the alleged discriminatory incident or situation;
3. The date of the employee's final interview with the EEO Counselor;

(b) File a complaint under the ADR Process;

(c) Initiate an action under the EEO complaint procedure by filing a Formal Complaint of Discrimination within the proper timeframe; or through the EEO ADR Process;

(d) Initiate a mixed case appeal to the MSPB for those actions appealable to this Agency;

(3) An employee shall be deemed to have exercised his option of procedure under this section when the employee files a timely written formal complaint under the applicable procedure.

Section 4. Informal Procedure: Employees and/or their representative(s) are encouraged to discuss issues of concern to them informally with their supervisor at any time. Issues concerning any matter relating to the employment of an employee should be discussed informally with the employee's supervisor prior to filing a formal grievance. The supervisor may respond orally or in writing. A Union representative may attend informal resolution meetings if requested by the employee. However, this will not serve

to extend the fifteen (15) calendar day filing period specified in the First Step of the Formal Procedure cited below which must still be met.

NOTE: If the substance of the grievance concerns an action or decision made at a level other than the first-line Management official, the Parties may agree to initiate the grievance with another Management official with authority to settle the grievance.

Section 5. Formal Procedure:

a. First Step. The aggrieved employee and/or his representative will present the grievance in writing to the first level supervisor, or, designee, within fifteen (15) calendar days from the specific act or occurrence, or at any time when it concerns dissatisfaction with continuing conditions. The grievance must be presented in writing on the grievance form (see Appendix II) and contain sufficient detail to identify and clarify the basis for the grievance, and at either Party's request, discuss the matter with the employee and/or his representative. If a discussion is held, an invitation must be extended to the Union to be present, even if the grievant has not designated a Union representative. If the matter is outside the scope of the supervisor's authority to grievance may be referred to an alternate First Step deciding official who has the authority to resolve the grievance and who accepts the action. The supervisor, or designee, shall have fifteen (15) calendar days from the date following the day the grievance was received to give the employee(s) a written decision. If an alternate official renders the decision it shall be rendered within ten (10) calendar days after the action was referred or within fifteen (15) calendar days from the date following the day the grievance was received, whichever is earlier.

b. Second Step. If the grievance is not settled at the First Step, the grievant may submit the grievance in writing to the MEPS Commander for further consideration. The employee's written grievance must be submitted and received within fifteen (15) calendar days after receipt of the First Step decision. The MEPS Commander will review the grievance and give a final written decision within twenty (20) calendar days after receipt of the grievance. If the discussion is held, the MEPS Commander or his designee must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative.

c. Third Step. If the grievance is not satisfactorily settled at the Second Step, and by mutual agreement of the Parties, the matter may be referred to the services of the Federal Mediation and Conciliations Service (FMCS) for grievance mediation.

d. Fourth Step. If a third Step is utilized and the grievance is not satisfactorily settled by the FMCS, the moving Party may refer the matter to arbitration. No new issues will be raised before the arbitrator that have not been introduced at Step Three.

Section 6. Employee-Union Grievance Procedure: An attempt will be made by both Parties to resolve disputes which arise from grievable matters described in this Agreement over which the Party complained against has control. Failure to do so will be followed by submitting the dispute in writing to the CPAC, if initiated by the Union, or to the President of the Union, if initiated by the Employer. Such grievances must be presented within twenty (30) calendar days from the specific act or occurrence, or from when the Party became aware of the act or occurrence, or at any time when they concern dissatisfactions with continuing conditions. Representatives of the two Parties will meet as soon as possible, but not later than fifteen (15) calendar days, to discuss the dispute and attempt to resolve it. The Party complained against will render a final decision within twenty (20) calendar days of this initial meeting. Additional meetings may be scheduled during the intervening period by mutual agreement of the Parties. If the dispute is not settled by this method, and by mutual agreement, the matter may be referred to the FMCS for grievance mediation. If utilized, and the matter is not resolved by the FMCS, either Party may submit the matter to arbitration in accordance with procedures contained in the agreement.

Section 7. Disputes that cannot be resolved by the Parties as to whether or not a grievance is on a matter subject to the grievance procedure in this agreement, or is subject to arbitration under this agreement may, by mutual agreement, be referred to the FMCS for mediation and an advisory opinion, (as appropriate). If the dispute is not satisfactorily resolved either Party may refer the matter to an Arbitrator as a threshold issue at a hearing on the merits.

Section 8. A grievance under the negotiated procedure will be canceled at the employee's written request. It will also be canceled upon the employee's leaving the bargaining unit unless the grievance involves an adverse action for which appropriate relief is still possible. A copy of the employee's written request will be provided to the Union.

Section 9. All time limits in this Article may be extended by mutual agreement. Failure by the aggrieved to present the grievance within the time limits at any step so that the grievance is not timely received by the individual specified in these procedures to do so will result in termination of the grievance. In such cases that aggrieved will be notified in writing. Any extension of a time limit expressed in this Article should be presented, in writing, before the expiration of that time limit. Requests by the Employer for time extensions will be presented to the grievant's designated representative, if any, or the Union President, or to the grievant, if self-represented. Requests by the aggrieved for time extensions will be presented to the supervisor(s), or operating official(s) who is to rule on the grievance or the servicing Personnel Management Specialist, CPAC, who services the activity where the grievance arose.

Section 10. In most instances, employees are required to use the Informal and First Steps before proceeding to the Second Step submission of the grievance to the Commander, or his designee. However, there may be issues considered appropriate for processing directly to the Second Step because of the serious nature of the actions

involved, or the previous consideration of some issues, will substitute for the Informal and First Steps. Therefore, employees seeking to file a grievance or requesting advice regarding the filing of a grievance, (in lieu of a statutory action where such an appeal avenue exists), will be advised that grievances involving the following issues will be initiated at the Second Step within fifteen (15) calendar days of the decision or occurrence being grieved:

- a. Formal Disciplinary Actions;
- b. A removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303); or
- c. Gross waste, mismanagement and fraud or a substantial and specific danger to public health or safety.

Section 11. An employee or group of employees wishing to present a grievance under Section 5 without representation of the Union may do so. However, the grievant(s) does not have the option of selecting a non-Union personal representative of his own choosing in the grievance process, but must proceed on his own. Any adjustment of such grievance must be consistent with the terms of this Agreement, and the Union must be given the opportunity to be present at any formal meeting if such is held.

Section 12. All arrangements for a Union representative must be made by the employee presenting the grievance. Management will be provided a written designation of the Union representative. An employee may change the representative provided the Director, CPAC and the management official involved are notified of the change in writing, and the representation is in accordance with the above section.

Section 13. The Employer agrees to provide space on an as needed basis for the use of the employee and his Union representative that will afford privacy to discuss/prepare a grievance.

Section 14. The employee and his representative will normally receive at least four (4) consecutive hours of official duty time to prepare their case based on the mission needs of the MEPS.

ARTICLE 27

ARBITRATION

Section 1. A request for arbitration may be invoked only by the Union or the Employer and will be invoked only after all procedural steps have been properly pursued by the Parties to resolve the dispute in accordance with Article 26, Grievance Procedure. An intent to request arbitration must be submitted by the requesting Party to the other Party, in writing, within thirty (30) calendar days after receipt of the final decision under the grievance procedure.

Section 2. After arbitration has been invoked by either Party, the Parties will submit a joint request, normally within seven (7) calendar days of written notice to the other Party, to the FMCS for a list of seven impartial persons qualified to act as arbitrators. The Parties shall meet within ten (10) calendar days after the receipt of such a list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Union and the Employer representative shall each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The determination of which Party shall strike first from the list will be determined by the flip of a coin. The remaining name shall be the duly selected arbitrator.

Section 3. If, for any reason, either Party refuses to participate in the selection of an arbitrator and all other requirements for arbitration of this agreement are satisfied, the other Party will make a selection of an arbitrator from the list.

Section 4. The fee expenses of the arbitrator shall be borne equally by each Party. It is further agreed that the Union and the Employer shall share equally the expenses of any mutually agreed upon services in connection with the arbitration processing. The Employer agrees to provide the space for the proceeding at no cost to the Union. If either Party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing Party shall pay the fee in full. If the withdrawal occurs due to a settlement, the Parties shall equally split the fee.

Section 5. If the services of a court recorder/transcriber are desired they will, unless mutually agreed to in advance, be the responsibility of the Party desiring such service.

Section 6. The arbitration process to be used will be a formal hearing unless the Parties agree to one of the following:

a. Expedited arbitration may be used to expedite the resolution of the grievance. In such case, the arbitrator will be directed to announce his award at the close of the hearing. (Each side will have thirty (30) minutes to resent a closing statement on their case, before a decision is made.)

b. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data,

documentation, etc., are jointly submitted to the arbitrator with a request for decision based upon the facts presented.

Section 7. The arbitrator will be requested to render a decision and remedy within thirty (30) calendar days after the conclusion of the hearing. The arbitrator shall date the award upon mailing of the decision. This date will be the official date as to when his/her final decision was rendered for possible future appeal purposes.

Section 8. The arbitrator's award shall be final and binding on the Parties, except that either Party may file exceptions to the arbitrator's award with the FLRA under regulations prescribed by the FLRA.

Section 9. The arbitrator shall have no power to add or subtract from, disregard or modify any of the terms of the Agreement. However, the arbitrator shall have the authority to resolve any questions concerning arbitrability and/or grievability of an issue.

Section 10. In considering grievances concerning matters covered by 5 U.S.C. 4303 (reduction in grade or removal of an employee for unacceptable performance) and 5 U.S.C. 7512 (adverse actions), the arbitrator shall be governed by 5 U.S.C. 7701 (c), as applicable.

Section 11. The Party initiating a request for arbitration (i.e., the Union or the Employer) may request withdrawal of the case from arbitration at any time. The arbitration is automatically canceled upon movement of the grievant out of the bargaining unit unless the grievance involves an adverse action. If the employee desires to withdraw the arbitration, the employee must sign a statement so declaring. If the Union wishes to continue with arbitration, the Union will bear the expense of the arbitrator and court reporter.

Section 12. The Parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called. Both Parties agree to exchange lists of witnesses normally ten (10) calendar days before the arbitration or expedited arbitration hearing. Witnesses who are not employees of the government who are called as witnesses will not be entitled to reimbursement for expenses from the Employer. The Parties will furnish descriptions of the relevance of expected testimony of each witness and redundancy among witnesses will be avoided. Also the parties will exchange copies of all known exhibits to be introduced.

Section 13. All employees who are called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the arbitration. The use of overtime for participants will not be authorized.

ARTICLE 28

NEOGTIATIONS

Section 1. Both Parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. Subjects appropriate for negotiation between the Parties are personnel policies and practices and other matters relating to or affecting working conditions of Employees within the bargaining unit. The Employer agrees to negotiate with the Union on any new policy or change in established policy prior to implementation, except for those mandated by Law or Government Wide Regulation. In accordance with Article 3 Employer Rights, the actual change is not subject to negotiations, the impact upon the Employees and procedures for implementing the change may be negotiations, the impact upon the Employees and procedures for implementing the change may be negotiated. All changes will normally, be held in abeyance until negotiations are completed unless the change covers one mandated by law, or one on which there is an agreed to compelling need. If either Party alleges a compelling need, negotiations will be expedited. Those changes based on emergent work situations, or critical security matters will be affected, as required.

Section 2.

a. It is understood that no provision of this agreement shall nullify or invalidate the rights of Employees, the Union, or Union, or the Employer, established under the Federal Service Labor Management Relations statute, or regulations of appropriate authority.

b. To the extent that provisions of any new instruction or directive within the discretion of the Agency may be in conflict with this Agreement, the provisions of this Agreement shall govern unless the terms of this Agreement have been properly modified under this Article.

Section 3. The Employer or the Union will furnish written notice of proposed change affecting conditions of employment or change to the negotiated agreement to the designated representative of the other Party. Such notice will be given upon finalization of all preparatory actions and decisions necessitating the change. The proposed change will not be implemented without giving the other Party an opportunity to negotiate, as appropriate.

a. The Employer shall, normally, notify the Union twenty (20) calendar days or more prior to the planned implementation date of the proposed change. The Union shall give the Employer its request to bargain within ten (10) calendar days.

(1) If the Union does not request negotiations within the time limit, the Employer may implement the proposed change immediately.

(2) Upon timely request by the Union, the Parties shall enter into good faith negotiations, as appropriate, with a view toward reaching an agreement.

b. In the event, the Parties become engaged in a negotiability dispute or reach impasse, either Party may seek the services of the FSIP, or the FLRA, as appropriate. Requests to utilize the services of the FMCS will be by mutual agreement of the Parties.

(1) Ongoing negotiations towards resolution between the Parties may continue after the services of the FSIP, or, FLRA, have been sought.

(2) The Employer further agrees to retroactively apply, as practicable, any procedures of implementation and appropriate arrangements for the Employees adversely affected by a management decision as negotiated by the Parties, or, as may subsequently be imposed upon them by the Panel.

(3) The Parties agree to begin negotiations, as appropriate, within thirty (30) calendar days after a negotiability decision by the FLRA.

Section 4. It is the responsibility of both Parties to conduct mid-term bargaining in good faith and in such a manner as will promote the efficiency of the Federal service and a harmonious relationship between the Union and the Employer. Accordingly, mid-term negotiations, as appropriate, will be conducted as informally and as efficiently as is practical for the given situation. One or more of the ground rule provisions listed below may be invoked by either Party if more economical and efficient methods for accomplishing the instant negotiations are not evident or agreed to by the Parties.

a. The request to invoke mid-term negotiations, in accordance with this Article, shall articulate the issues to be discussed.

b. Each Party will designate, in writing, a spokesperson/Chief Negotiator who will be empowered to speak for and make binding commitments for his Party or negotiating committee.

c. Union negotiators at any level of the bargaining unit will be on official time during negotiations, mediation, and impasse resolution sessions. If Union negotiators are scheduled to work a different shift from the time of negotiations, mediation, or impasse, the Employer shall change that Employee's shift so that he will be on official time, subject to timely notification by the Union and where essential mission requirements are not impacted.

d. The number of Union representatives for whom official time will be authorized for negotiations shall be at least two but shall not otherwise exceed the number of individuals designated as representing the Employer.

e. The Parties will exchange names of the members of the negotiating team as soon as possible prior, by not later fourteen calendar days, prior to negotiations so that MEPS work schedules can be adjusted as the need to do so arises.

f. Union representatives may be granted a reasonable amount of official time to prepare for negotiations. The amount of schedule of time provided will be decided/negotiated in advance, by the Parties on a case-by-case basis.

g. Upon reaching agreement, the agreed to terms will be prepared in writing at the request of either Party. Terms so formalized will be authenticated/agreed to by the Parties spokespersons by initialing and dating them.

h. When the Parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of the Parties shall again attempt to resolve any impasses.

i. When the Employer believes that a matter is nonnegotiable, it will timely advise the Union of its rationale for such belief. After all negotiations have been completed, the Union will request a confirmation of the Employer's allegation. The Union then has the right to proceed to the FLRA in accordance with 5 U.S.C. 7105 (a) (2) (E) and the regulations of 5 U.S.C. 7117 (a), (b), and (c). To determine whether or not a compelling need exists (if that is the reason for the claim on non-negotiability), the criteria set out in the Authority's regulations will be used. The Parties will sign off on the rest of the issues being negotiated pending a decision by the FLRA on the negotiability issues, however, they will not go into effect until the entire Agreement has been finalized, and in concurrence with FLRA guidance.

Section 5. Union representatives will be entitled to official time, to prepare initial proposals, when this basic agreement is reopened in accordance with Section 1 of this Article. Not more than forty (40) hours will be provided for each negotiating committee member employed in the bargaining unit. For any Union official who is on an approved percentage basis of official time, the hours granted in this Article are in addition to their approved percentage of time. No overtime or compensatory time will be paid as a result of activities taken related to this Article.

ARTICLE 29

DURATION, REVIEW AND SUPPLEMENTATION OF AGREEMENT

Section 1. Effective Date and Term: The effective date of this agreement shall be the day it is approved by the DOD, or on the 31st day after it is signed by the Parties, whichever comes first. If the DOD review reveals any violation of law or government-wide regulation, the Parties will meet within seven (7) calendar days of notification and attempt to renegotiate that language. The Agreement shall remain in effect for two (3) years from the signing of this Agreement. The Agreement shall be renewed for an additional two (3) years Agreement period on each second anniversary date thereafter, unless between one hundred five (105) and sixty (60) calendar days prior to any such date either Party gives written notice to the other of its desire to amend, terminate or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved or the Agreement is terminated by either Party. Such notice to amend or modify shall include the issues to be negotiated. No issues other than those submitted in accordance with the ground rules may be subject to negotiations.

Section 2. Introduction – Amendments and Supplements: This Agreement may be amended and /or supplemented in accordance with the procedures in Article 28, Negotiations, and the following:

- a. By either Party when applicable law or government-wide regulations prompt change;
- b. In accordance with Article 3, Employer Rights, and Article 4 Union Rights;
- c. By either Party upon mutual agreement;
- d. By the Employer, when mission needs or policy changes prompt supplementation on matters not specifically covered by this agreement; or
- e. By the Union, no more than once six (6) months commencing from the effective date of this agreement, when in the general interest of the bargaining unit, supplementation on matters not specifically covered by this agreement is warranted.

Section 3. Effective Date, Amendments and Supplements: Amendments and supplemental agreements to this Agreement shall become effective on the date approved by the DOD, or, on the 31st day after they are signed and shall remain effective concurrent with the basic agreement.

