COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY, OFFICE
OF THE
SURGEON GENERAL
AND
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES
LOCAL 2, AFL-CIO

DATE: AUGUST 13, 2013

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INTRODUCTORY NOTE

Section 1.

Wherever a masculine pronoun is used in this agreement to denote an Employee or a supervisor, it refers to persons of both sexes.

Section 2.

Wherever the term "Employer" is used, it refers to the Office of the Surgeon General and the U.S. Army Medical Command Headquarters in the Washington, D.C. Metropolitan area. Wherever the term "Union" is used it refers to American Federation of Government Employees, Local 2.

PREAMBLE

Pursuant to the policy set forth by the Federal Service Labor Management Relations Statute (Chapter 71 of Title 5 of the United States Code (USC)), 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 and between the Employer and the Union, hereinafter called the Parties.

WHEREAS 1hewell-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 1he conditions of employment; and

WHEREAS the participation of Employees should be improved through 1he maintenance of constructive and cooperative relationships between the Parties to this agreement; and

WHEREAS 1he 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 1he efficient accomplishment of the operations of the government;

THEREFORE, the Parties thereto, do hereby make and enter into the following agreement:

ARTICLE 1

COVERAGE

Section 1.

The Employer recognizes the Union as the exclusive representative of all Employees of the Employer in including all non-professional Employees of the Office of the Surgeon General and the U.S. Army Medical Command Headquarters in the Washington, D.C. Metropolitan area.

Section 2.

The following Employees are excluded from the recognized unit:

a. Professional Employees
b. Supervisors
c. Management Officials
d. Intermittent Employees
e. Temporary Employees holding appointments not to exceed one year
f. Guards and
g. Employees described in 5 USC 7112 (b)(2), (3), (4), (6), and (7)

ARTICLE 2

PARTNERSHIP COUNCIL

Section 1.

The Parties will establish a Partnership Council in accordance with Executive Order 13522. The Partnership Council will support the intent and the interests of the organization and the Employees so that the highest quality services are given to the Army, beneficiaries, and customers. An equal number of Party participants will be on the Council. Decisions of the Council will be made by consensus agreement.

Section 2.

The Partnership Council will consist of the following membership:

a For the Union, the local Vice President and two other bargaining unit members appointed by the Vice President; and

b. For the Employer, the third level grievance approval authority and two other senior members of Management or personal staff appointed by The Surgeon General of the Army or his designated representative.

Section 3.

The Partnership Council will conduct its business in accordance with Executive Order 13522. The Parties recognize and understand that the Employer is not among the federal organizations engaged in a pilot project under Section 4 of Executive Order 13522, " ...to bargain over some or all of the subjects set forth in 5USC§7106(b)(l) and waive any objection to participating in impasse procedures set forth in 5USC§7119 that is based on the subjects being permissive." Therefore, bargaining over permissive subjects as defined in 5USC§7106 (b) (1) remains at the sole discretion of the Employer.

Section 4.

The Partnership Council will meet at regular intervals once each fiscal quarter unless both senior members agree that there is no need for such a meeting. Meetings may be held more frequently upon the agreement of both Parties.

Section 5.

The Partnership Council may be disestablished at any time by either Party.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1.

Each Employee shall have the right to join, promote, and/or assist any labor organization representing, or seeking to represent, the Employee's bargaining unit, 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 SUSC, such rights include:

a The right to act for the labor organization representing the Employee's bargaining unit in the capacity of a representative; and the right in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities;

b. The right to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under Chapter 71 of SUSC; and

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

Section 2.

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

Section 3.

Any Employee has the right, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate Management Officials in accordance with applicable laws, rules and regulations; and to choose his own representative in a grievance or appeal action, except for matters covered by the negotiated grievance procedure (Article 27).

Section 4.

An Employee is accountable only for the performance of 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 that such conduct does not breech the standards of conduct for federal Employees or otherwise discredit the Federal Service.

Section 5.

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 not related to the performance of official duties or the mission of the Agency. Employees will not engage in

personal commercial activities in the workplace. Employees will not engage in fundraising or charitable activities except as authorized by the Joint Ethics Regulation.

Section 6.
1. The Employer shall annually inform Employees of their right to be represented by the Union at any examination of an Employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

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

b. The Employee requests representation.

2. If a bargaining unit Employee invokes this right in a case where he or she reasonably believes that the examination may result in disciplinary action, the examination shall be suspended for at least 24 hours to allow the Employee the opportunity to procure a Union Representative unless a shorter period is required based on a totality of the circumstances. After this time has elapsed, the examination may proceed with or without the Union Representative.

Section 7.
The Union may provide the Employer a handout consisting of a list of the officers of the Union and identifying the Union is the exclusive representative of Employees in the bargaining unit. If the Union provides such a handout, the Employer may, if it has no objection to the handout, give one to each bargaining unit Employee during in-processing. A Union representative will also be given a chance to speak at each New Employee Orientation session (up to 15 minutes) and to provide informational packets. The Union may not use this as an opportunity to conduct internal Union business such as membership or dues solicitation.

Section 8.
Employees and the Employer deserve to be treated fairly, with common courtesy and with consideration normal in an Employee-Employer relationship.

Section 9.
Formal counseling and warning sessions involving bargaining unit Employees will be conducted privately and in such a manner so as to avoid public embarrassment of the Employee to the extent possible. Further, other less formal guidance should be provided in a manner so as to avoid unnecessary embarrassment or ridicule.

Section 10.
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 11.

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

a Express themselves concerning improvement of work methods and working conditions in a manner that does not disrupt the workplace or the accomplishment of the Employer's mission.

b. Use duty hours, that are reasonable and necessary, to discuss their problems 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.

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

d. Protection from unwarranted invasions of personal privacy.

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

Section 12.

1. 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 if the investigation/search is not unduly delayed or obstructed.

2. To use a reasonable amount of duty time to review and copy any regulation relevant to their employment, subject to supervisory approval.

Section 13.

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

ARTICLE 4

EMPLOYER RIGHTS

Section 1.
Management Officials of the Agency retain the rights, subject to Section 3 below and in accordance with applicable laws and regulations:

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 policies relating to personnel policies, practices and procedures, and matters of working conditions, the Employer recognizes its obligation to the Union and the obligations imposed by this agreement.

Section 3.
When there is a change in working conditions, Management recognizes its obligation to negotiate the following upon request:

a. Procedures which Management Officials will observe in exercising any authority under this Article; or

b. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by such Management Officials.

Section 4.
In the administration of all matters covered by the agreement, officials and Employees are governed by existing or future laws and regulations, subsequently published, of government-wide authorities and Employer policies and regulations that do not conflict with this agreement, whether required by law or not. Nothing in this section prohibits the Parties obligation to enter into good faith bargaining and negotiations.

ARTICLE 5
UNION RIGHTS

Section 1.

The Employer recognizes the Union as the exclusive representative of all Employees in the bargaining unit; that it is entitled to act for and to negotiate agreements covering all Employees in the unit; and to meet with the Employer with regard to all matters affecting the conditions of employment.

a. The Employer agrees to respect the rights of the Union; to meet jointly and negotiate with the Union on negotiable matters; and to negotiate, as appropriate, with the Union regarding appropriate arrangements for any new policy or change in existing policy affecting Employees or their conditions of employment consistent with the requirements of 5USC§7106(b) (3).

b. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems in accordance with the statute. This right shall apply at all levels of Management within the Agency and the Union, starting with the first level supervisor and Steward. Pursuant to Title 5, Section 7114 of the statute, the Union, as the exclusive representative of bargaining unit Employees, has all rights and Duties prescribed by the statute and this CBA, including, but not limited to, the duty to represent the interests of all bargaining unit Employees without discrimination and without regard to membership in the Union. The Union has no duty to represent non-members in statutory appeal procedures (Merit System Protection Board (MSPB), 14-day and longer suspensions and removals; the Department of Labor (DOL); the Equal Employment Opportunity Commission (EEOC), discrimination; and the Office of Personnel Management (OPM), classification).

c. The Employer will recognize the Officers and Officials/representatives designated, in writing. The Union will maintain a current list of the Union Officers and Officials, including Stewards and provide said list to the Employer.

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

e. Subject to mission priorities, the Employer will grant one Union Representative up to 20 hours official time, as needed, to attend national lobbying activities in Washington, D.C., with 15 days advance notice. All expenses will be borne by the Union.

Section 2.

1. Meetings between Union and Management Officials may occur at appropriate levels, as the need arises, and will be conducted in an atmosphere that will foster mutual respect. Specific discussion items shall be exchanged in writing in advance.

2. In the spirit of resolving disputes at the lowest possible level, the Parties agree to provide 30-day prior notice of 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 Vice President or Acting Vice President of the Union.

Section 3.

In accordance with 5USC§7114(2)(A), the Union has the right to be represented at all formal discussions between Management and bargaining unit Employees or their representatives

concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of Employees in the bargaining unit.

Section 4.

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

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

3. 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.

4. When questionnaires/surveys regarding personnel policies and practices, or other matters affecting the general working conditions of Employees, are to be filled out by the bargaining unit Employees, whether initiated by the Employer or higher authority, the Union will be notified in advance and provided a copy of the questionnaire/survey when provided to the Employer.

Section 5.

The Union has the exclusive right to represent Employees in presenting grievances under the Negotiated Grievance Procedure (Article 27) in this agreement. An Employee or group of Employees may present a grievance without representation by the Union; however the Union has a right to be provided the opportunity to be represented at all formal discussions regarding the grievance in accordance with Section 3 of this Article. Any adjustment made as a result of the grievance must be consistent with the terms and conditions of this agreement.

ARTICLE 6

REPRESENTATION AND OFFICIAL TIME

Section 1.
1. The Union may designate Stewards from among Employees in the bargaining unit. The Union shall determine the number and location of Stewards subject to the following limitations:

a. The Union agrees to act judiciously when appointing Stewards to ensure that no particular work area is unduly impacted.

b. The total number of Stewards shall not exceed 3 and shall not be appointed from the same directorate, nor shall Stewards be appointed from the same Directorate as Union Officers.

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

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 complete list 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, HR shall be the recipient of the list.

Section 3.
1. Union Officials, including Stewards, shall be permitted reasonable amounts of time during working hours without loss of leave or pay (official time) to represent Employees in accordance with this agreement. The use of official time, when approved by the Employer, will not be limited to the confines of the activity but will allow the representative to travel in accordance 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 30, Negotiations. This shall include time to prepare and present matters regarding negotiations to the FMCS; the 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 grievance;

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 5USC§7120(c), including financial reports and trusteeship 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 of5USC§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 meetings as a designated Union Representative;

i. To present Union grievances to the Employer; and

j. To respond to Employer grievances.

2. The amount of official time made available to Union Representatives and affected Employees, to prepare for and participate in the above matters (except for Subsection a above, which is covered in Article 30, Negotiations) shall be determined by supervisors on a case by case basis, depending upon case complexity, time constraints, number of issues involved, etc.

Section 4.
To the extent possible, 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.
1. Each Official/Steward who is employed by the Employer will coordinate with his supervisor in advance regarding 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 requests to spend on the activity. The supervisor (in consultation with the LRO, labor counselor and other concerned Management Officials) will determine a reasonable amount of official time to grant in the particular case. 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 representative.

2. 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.

3. The Union Representative will report to his supervisor when he returns to his assigned duty station and will annotate his time on the official time and attendance record of the Employer.

4. 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 6.

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 7.
Union Representatives will follow the procedures in Section 5 above when placing/receiving telephone calls of over ten minutes duration.

Section 8.
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 15 calendar days advance written request by the Union, the Union shall be granted the authority to conduct one membership drive, of not more than five calendar days duration, 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 a conference room that may be available to support their effort. Use of computers will require prior approval of the Employer.

Section 9.
The official time form may be modified upon mutual consent of the Parties without modifying or amending this agreement.

Section 10.
Official time will be recorded in the Union official's time and attendance record.

ARTICLE 7
OFFICIAL TIME FOR TRAINING OF UNION OFFICIALS AND STEWARDS

Section 1.

The Employer agrees to grant official time to Union Officials and Stewards employed within the bargaining unit, 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 all Union Representatives during each year of the life of the agreement shall be a bank of240 hours, from which the Officials, Stewards, and any other designated representative of the Union may draw, which is non-cumulative. Every fourth year during the life of this agreement the Union will accrue an additional 169 hours totaling 400 hours (also non-cumulative) for these purposes. The effective date of this agreement will begin the training year cycle.

Section 3.
The request for such time will be submitted in writing on behalf of the Employees by the Union to the Director, HR. 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 Names and work organizations of Employees requesting training;
b. Official Union titles of the Employees;
c. An agenda of the training session;
d. Number of hours requested; and
e. Dates for which each Employee is to attend.

Section 4.
1. Concurrent with the above action, the Employees involved should advise their supervisors of the request and of 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.
2. 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 and/or to nominate other participants. However, Management reserves the right to cancel release of the Employee for training in the event of emergency mission essential requirements.

Section 5.
The Union will furnish a list of attendees to the Director, HR within 15 calendar days after the completion of training.

Section 6.
The Employer will not be responsible for any travel costs associated with Union sponsored training. These costs will be borne by the Union or the Employee attending. The Union and/or the Employee will be responsible for reporting such official time to the Employee's unit timekeeper.

ARTICLE 8
FACILITIES AND SERVICES PROVIDED TO THE UNION

Section 1.

The local and its representatives may use the interoffice mail system for representational communications (e.g. grievances, correspondence, or memos to Management). It is agreed that mass mailings are inappropriate under this section.

Section 2.
1. Management recognizes the importance and value of the Union's mission and purpose. Accordingly, Management agrees to furnish office space to the Union appropriate for carrying out its representational duties in locations easily accessible to Employees and of size, furnishings, and decor commensurate with other administrative offices within the facility. Such space may be used by the Union to solely conduct representational business authorized by law or this CBA. Office space should be able to be secured by lock and key. The Employer, without cost to the Union, will furnish the office with one desk; one small conference table; one laptop computer, with standard software, programs, and capability compatible with the Agency's technology; one telephone, one printer, one scanner, and one fax machine. The Union will be provided with a dedicated email inbox, with the Union designating those who will have access. The Union may utilize Agency's copiers to make a reasonable numbers of copies of documents for official labor-Management relations purposes, including collective bargaining, grievances, and third Party proceedings. A Union Official will sign for and be peculiarly liable for the office furniture and equipment provided pursuant to this article to the same extent an Agency Employee would be liable under similar circumstances.

2. The Employer will make a reasonable amount of space available on appropriate official bulletin boards, 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 material.

3. The following statement will be posted by the Union on appropriate official bulletin boards, "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 Director, HR or an AFGE Official."

4. Material may be removed from the Union portion of official bulletin boards only by the authority of the Union President or the Director, HR if the material is obviously obscene; racist; offensive or disparaging under commonly held standards; if the material is classified or otherwise compromises workplace or national security; 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 request by the Union, the Employer agrees to furnish to the Union, for its internal use only, a list which will contain the names, grades, and position titles of all Employees in the

bargaining unit. The list will be provided on a semiannual basis. The Employer shall furnish the Union, on a monthly basis, the following information regarding all new Employees who are members of the bargaining unit:

a. Full name,
b. Position title and grade, and
c. Organizational assignment.

Section 5.
The Employer will allow Union Officers and Stewards to use the Employer's telephones in the performance of functions related to the administration of this contract. Employees will be allowed use of the phones, upon reasonable request, for the purpose of seeking Union representation in regards to the contract.

Section 6.
The Union will have access to the Employer's Video Teleconference (VTC) capabilities subject to the following conditions:

a. Union access will be subject to the Employer's priority of use for VTCs due to mission requirements;
b. Union access will only be for activities for which official time is authorized and has been granted;
c. Union will reimburse the Employer for any additional costs occasioned by its use of VTC facilities; and
d. The Union will submit all requests for VTC use to an Agency official designated by the Employer.

Section 7.
1. The Employer agrees to provide the Union one parking permit (Hang Tag) for the purpose of allowing Union Representatives to park in Army designated parking areas while performing official Union business and, upon request, will reserve a parking space in the area currently known as DHHQ Visitor Parking. The Employer further agrees, upon request, to provide additional parking permits, if needed, for visitors on official Union business.

2. The Union agrees to abide by all laws, government-wide regulations, and policies that govern parking and transportation. Union personnel who receive benefits under the Mass Transit Benefits Program are personally responsible for using the parking permit (Hang Tag) in a manner that will not violate the program.

ARTICLE 9
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-work time 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; and 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 forms and submit them to the CPAC. The CPAC will forward the SF 1187s to the Chief, Customer Support Representatives Office (CSRO) as soon as possible.

Section 4.
The amount to be deducted each biweekly pay period will be for dues only. No other deductions are authorized. The amount to be withheld shall be the same for all members of the Union who elect to pay dues. Changes in the amount of dues to be deducted will not be made more than twice every 12 months. Written notification of the new amount and the effective date will be made through the Director, CPAC to the Chief, CSRO.

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

a Identification of the installation, 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. Net amount remitted.

Section 6.
Employee authorizations for payroll deduction for Union dues may be cancelled at one-year intervals only. An Employee wishing to cancel an allotment for Union dues may submit a properly executed Standard Form 1188 to the Agency payroll office between July 1 and July 31, annually. The effective date of the Employee's cancellation will be the beginning of the second pay period in August, or the second pay period following the one year anniversary of their initial election to pay dues, whichever is later. Upon receipt, the payroll office will provide a copy of the SF 1188 to the Union.

Section 7.
Upon revocation submitted by the Employee direct 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 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 be terminated when the Employee leaves the bargaining unit as a result of any type of separation, transfer, or other 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.

Section 10.
The allotments for all Employees who are members of the Union will be terminated when the Union loses eligibility for exclusive recognition.

Section 11.
A copy of the 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 12.
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 10
POSITION CLASSIFICATION

Section 1.

1. 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.

2. 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.

3. The term "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.

Section 2.

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

2. An 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 the Employer will consider all input from the Employee.

3. If the supervisor and the Employee agree on the duties the Employee is performing, the description of duties will be forwarded to the second level supervisor for concurrence and the Director's approval to process the new description through the Civilian Personnel Operations Center (CPOC) for appropriate classification action.

4. When differences concerning the accuracy of a job description cannot be resolved between the supervisor and the Employee, the Employee may elect to utilize the Alternate Dispute Resolution (ADR) (Article 28) process or file a grievance under the Negotiated Grievance Procedure (Article 27) and have the right to Union representation.

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

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

b. A Federal Wage System Employee must first file a position classification appeal to the DOD Civilian Personnel Management Service. On receipt of a decision, the appeal may be continued to 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 pay rights will be accorded to those Employees whose positions are downgraded in accordance with law and government-wide regulations.

ARTICLE 11
MERIT PROMOTIONS

Section 1.

Merit placement and promotion procedures will be governed by 5CFR Part 335 and other applicable laws and regulations. Where there is a conflict with any rules or regulations, other than those of a government-wide authority, this agreement will prevail. Promotions shall be made equitably and without regard to political, religious and labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, sexual orientation, non-disqualifying physical handicap, or age; and shall be based solely on job-related criteria.

Section 2.
Merit promotion vacancy announcements will include, among other things, the title, series, and grade of the position, organization and duty station, and where applicable, whether the position is temporary, term, or otherwise non-permanent.

Section 3.
1. Any selection must be made on a competitive basis unless excepted from competitive procedures by law or existing government-wide regulations. When a competitive process is not prescribed by law or regulation, the competitive process will include at a minimum:

a. Notice of the opportunity;

b. An opportunity for interested Employees to respond; and

c. An unbiased selection from among interested applicants based on merit.

2. Competitive selections include:

a. Reassignments/Changes to Lower Grade. Selections to a position that provides for specialized experience listed in the position description that the Employee does not already have and is required for subsequent promotion to a designated higher grade position and/or to a position with known promotion potential, must be made on a competitive basis.

b. Details. Selections for a detail of more than 120 days to a higher grade position, to a position with known promotion potential (i.e. GS7 target GS 11), or a position which provides for specialized experience, listed in the position description, required for subsequent promotion to a designated higher grade position.

c. Training. Selections for training when eligibility for promotion to a particular position depends on whether the Employee has completed that training.

d. Appointments. Transfer or reinstatement to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service. The same qualification standards and the same method of evaluation will be applied to all applicants being considered for appointment to the higher grade position above the highest grade previously held permanently by transfer or reinstatement.

3. Noncompetitive selections:

a. The following promotions may be taken on a noncompetitive basis unless otherwise provided:

(1) Promotion of the incumbent in a position that is reclassified at a higher grade due to the accretion of additional duties and responsibilities; and not as the result of a planned Management action;

(2) Promotion of an incumbent, or an individual entitled to re-employment rights, to a position that is reclassified to a higher grade without significant change in duties or responsibilities either on the basis of a new classification standard or as the result of correction of an original classification error;

(3) Promotion of an Employee previously selected competitively for a lower grade of Career Ladder position;

(4) Promotion of a candidate not given proper consideration in a competitive promotion action;

(5) Promotion of an Employee when directed by authorized authorities (i.e., judges, arbitrators, FLRA, and other appropriate authorities);

(6) Reinstatement, transfer, or promotion of an Employee up to the highest grade previously held on a permanent basis under career or career-conditional appointment, provided the Employee was not demoted or separated from that grade for cause;

(7) Temporary promotions to a higher grade totaling 120 days or less during any 12 month period. If a temporary promotion which was not expected to exceed 120 days was originally made on a noncompetitive basis, any extension beyond 120 days must be made under competitive procedures;

(8) Career ladder promotions following noncompetitive conversion of a cooperative education student in accordance with the requirements of applicable OPM policy;

(9) Promotion of an Employee resulting from successful completion of an approved training program for which the Employee was competitively selected;

(10) Any other noncompetitive action authorized by law or existing government-wide regulation; or

(11) Reassignment, demotion, transfer, reinstatement, or detail to a position having promotion potential no greater than the potential of a position an Employee currently holds, or previously held, on a permanent basis in the competitive service and did not lose because of performance or conduct reasons.

b. The following details may be made on a noncompetitive basis:

(1) Details of 120 days or less to a higher grade position;

(2) Details of 120 days or less to a position at the same or lower grade with known promotional potential; or to a position which provides specialized experience required for subsequent promotion to a designated higher graded position;

(3) Details to a position at the same or lower grade with no known promotion potential; or to a position which does not provide specialized experience required for subsequent promotion to a designated higher graded position; or

(4) Details to unclassified set of duties for 120 days or less.

4. Other Noncompetitive Actions:

a. Conversion of an Employee from a temporary promotion to a permanent promotion in the same position and duty station which the Employee was competitively selected, provided the vacancy announcement for the temporary promotion indicated that the promotion could later become permanent;

b. Selection from an OPM-approved register;

c. A position change permitted by reduction-in-force regulations; and

d. Consideration or selection of:
(1) Disabled veterans under 5CFR 315.604;
(2) Disabled veterans under 5CFR 315.707;
(3) Cooperative education students (PPM Chapter 308);
(4) Veterans Readjustment Appointments under 5CFR 307;
(5) Severely handicapped appointments under 5CFR 213.3102 (u) and (t); or
(6) Schedule A & B Excepted Appointments.

Section 4.
1. Areas of Consideration.

a. All positions to be competitively filled in the bargaining unit by actions covered by this Article shall be posted unless filled noncompetitively under Section 3b, which provides for exclusions from coverage.

b. Prior to considering candidates from outside OTSG/HQ, MEDCOM bargaining unit positions, the Employer agrees to first consider internal candidates for selection.

2. Vacancy Announcements.
a. Vacancy announcements will include, at a minimum:

(1) Name of issuing Agency;

(2) Announcement number;

(3) Position title, series, pay plan, and grade (or pay rate);

(4) Duty location;
(5) Number of vacancies;

(6) Opening date and application deadline (closing date); and any other information concerning how receipt of applications will be documented (e.g. date of receipt or postmark), and considered (e.g. cut-off dates in open continuous announcements);

(7) Qualification requirements, including knowledge, skills, and abilities or competencies;

(8) Pay range;

(9) Brief description of duties;

(10) Basis of rating and type/duration of appointment, as appropriate (Temporary, Term, or Permanent);

(11) What to file;

(12) Instructions on how to apply;

(13) Information on how to claim veterans' preference, if applicable;

(14) Definition of' well-qualified," as required by subparts F and G of Title 5CFR 330;

(15) Information on how candidates eligible under 5CFR 330, subparts F and G, may apply, including required proof of eligibility;

(16) Contact person/information;

(17) Equal employment opportunity statement (the Employer may use the recommended equal employment opportunity statement located on OPM's USAJOBS website.); and

(18) Reasonable accommodation statement. The Employer may use wording of its choice in its statement that conveys the availability of reasonable accommodation required by 5CFR 330.104(a)(l8). In its reasonable accommodation statement, the Employer may not list types of medical conditions or impairments appropriate for accommodation. (The Employer may use the recommended reasonable accommodation statement located on OPM's USAJOBS website.)

b. The Employer agrees to standardize vacancy announcements to the extent feasible.

c. The Employer agrees to post vacancy announcements within the area of consideration in accordance with the following:

(1) Individual vacancy announcements will remain open and posted for a minimum of five days.

(2) Open continuous announcements will remain posted at all times. When it has been determined that an open continuous vacancy will be filled, the cut-off notice will be posted in order for all interested Employees to apply.

d. Vacancy announcement cancellations will not be used to compromise merit promotion principles.

ARTICLE 12

DETAILS AND TEMPORARY PROMOTIONS

Section 1.

A detail is the temporary assignment of an 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. It is recognized that certain factors (e.g. security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement) may cause imbalances in the equal distribution of details.

a. Attempts to resolve Employees' dissatisfaction concerning details will include informal discussions between the appropriate supervisor, Employees, and Union Representatives, upon request.

b. Repeated renewals of details, an excessive number of details, and prolonged period of details are discouraged. A single detail will not exceed 120 days.

Section 3.
Details in excess of30 continuous days will be requested on SF 52 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 Work Folder.

Section 4.
Management will submit appropriate documents for a temporary promotion of an Employee detailed to higher graded position for more than 30 consecutive days on day 31 of the detail.

ARTICLE 13
REDUCTIONS 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, proposed effective date, and the competitive area. If requested, the Employer agrees not to implement this action until it has been negotiated in accordance with Article 30, Negotiations, of this agreement.

Section 2.
The Union and any Employee affected by RIF action and his representative shall be permitted to inspect the retention register on which his name appears.

Section 3.
RIF will be conducted in accordance with Federal-wide and Agency regulations, and this agreement.

Section 4.
The Union will receive at least two 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 5.
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 C.F .R. 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.

Section 6.
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 that are appropriate and substantiated 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 7.

1. The CPAC 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.

2. Union Officials will be briefed on the various systems available upon request. 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, the Economic Displaced Worker's Adjustment Act, and the Reemployment Priority List, as appropriate. Employees will be afforded all placement opportunities in consonance with the individual programs criteria. Employees will remain eligible for placement assistance in accordance with applicable laws and government-wide regulations, unless removed for reasons specified in applicable laws and regulations.

Section 8.
In an effort to mitigate the displacement of bargaining unit Employees affected by the RIF, the Employer will freeze all vacant bargaining unit positions covered by this agreement 60 days prior to the effective date of a RIF. When the Employer decides to fill a vacant position after the effective date of the RIF, whether previously frozen by virtue of RIF or in the creation of new vacancies, Employees who have been involuntarily demoted will be offered the vacancy, provided the Employee is qualified or has been given a waiver of qualifications for the intended position for the duration of the Employee's eligibility.

Section 9.
1. In accordance with the Joint Ethics Regulation, Chapter 2, Section 2-301, Employees who are identified for separation or change to a lower grade as a result of RIF, under this Article shall be entitled to a reasonable amount of time while otherwise in a duty status without charged leave for:

a. Preparing, revising and reproducing job resumes and/or job application forms;

b. No more than 6 hours per pay period for participating in employment interviews, provided the requesting Employee provides the time, place, and expected duration of the interview;

c. Using the telephone to locate suitable employment; and

d. Reviewing job bulletins, announcements, etc.

2. Such Employees will also be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment: telephone/FTS, reproduction equipment, interagency messenger mail, E-mail, typing, and placement counseling.

COMMERCIAL ACTIVITY/CONTRACTING OUT

Section 1.
1. The Employer retains the right to make determinations with respect to contracting out as provided in 5USC§7106.

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

3. The Union may request, in writing, copies of any relevant and pertinent data in connection with the implementation of the Office of Management and Budget (0MB) 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 10USC§2461, et. seq.; Federal Acquisition Regulations, 48 C.F.R. §7.3; DOD Commercial Activity Program, 32C.F.R. §169; and Army Regulation 5-20.

Section 3.
The Employer agrees to consult with the Union on at least a monthly basis during the development and preparation of the Performance Work Statement (PWS), the Most Efficient Organization (MEO) study, and other matters relating to that determination, to the extent not prohibited by law. 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 4.
1. Consistent with applicable regulations, the data that may be provided to the Union, in accordance with Section 1e 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; and bidder questions and Employer answers related to the PWS.

2. 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 5.

The Employer will permit a Union Representative in the "walk through" by bidders of the function under review.

Section 6.
Any additional negotiations, as appropriate, will be conducted in accordance with Article 30, Negotiations and/or Article 33, Duration, Review, and Supplementation of Agreement.

Section 7.
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 13, Reduction in Force, in this agreement.

Section 8.
Disputes concerning provisions of 0MB 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 0MB Circular A-76, may be resolved through the grievance/arbitration procedure to the extent not prohibited by law.

Section 9.
Management recognizes the "right of first refusal" required by the appropriate laws and government-wide regulations 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.

TRAINING

The Employer and the Union agree that the training and development of Employees is of critical importance in carrying out the mission of the Agency. Subject to the availability of funds, the Employer may plan and provide for job specific training and development as required to accomplish the mission; which may also include authorized training in accordance with 5 USC §4107 and implementing regulations. 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.
1. The Employer determines training needs of Employees and counsels Employees regarding self-developmental activities.

2. The Employee will use the Individual Development Plan (IDP) process to identify training and developmental desires during the performance plan discussion.

3. The Employee will submit requests for training to their supervisors at least 90 days prior to the start of the training. The Employer will notify Employees of approval or disapproval of a training request as soon as possible, but in every case prior to the start of the training, provided a timely request was submitted by the Employee.

Section 3.
The Employer will establish training points of contact as deemed appropriate. The Employer will make a reasonable effort to keep Employees informed of training opportunities that meet identified educational or career objectives. Employees, as well as the Union, may contact 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.

Section 4.
An IDP is not a binding contract. While every effort should be made by both Employees and supervisors to adhere to the plan, circumstances sometimes arise that require modifying the IDP. Completing an IDP does not imply promotion; it is intended to address developmental needs and facilitate growth while preparing the organization for future challenges.

HOURS OF WORK

Section 1.
Work Schedules.

a. The Employer will establish and document a regular tour of duty for each Employee.

b. The 40 hour work week for full-time Employees includes the officially prescribed days and hours during which full-time Employees are entitled to basic pay. Unless otherwise designated, the basic work weeks for full-time Employees consist of 5 8-hour days, Monday through Friday.

c. A part-time Employee's tour of duty means regularly scheduled work from 16 to 32 hours per week.

d. The scheduled tour of duty will begin no later than 0900 and end not earlier than 1500, with a scheduled unpaid lunch period of at least 30 minutes between the hours of 1100 and 1300. Actual hours may vary in accordance with a documented pre-arranged schedule.

e. The Employer, in order to carry out its mission, has the right to vary tours of duty and to change an Employee's scheduled hours of duty. However, the Employer will give the Union notice of any impending changes in working conditions and, upon request, will negotiate their impact and implementation.

f. The occurrence of holidays may not affect the designation of the basic workweek.

g. Breaks in working hours of more than one hour may not be scheduled in a basic workday.

Section 2.
Civilian Alternate Work Schedule (CAWS) Program. A CAWS is any schedule, other than the standard work schedule (i.e., 0730 to 1600 daily, 5 days a week), which includes flexible work schedules and compressed work schedules.

a. Compressed Work Schedule:

(1) 5-4/9 Plan. The 5-4/9 Plan consists of a total of 80 hours in nine working days, limited to nine-hours per day during eight days of the biweekly pay period and one eight-hour day to complete the basic requirement for the two week period. The Employee has one day off in each biweekly pay period. Subject to supervisory approval, the regularly scheduled day off may be any day within the pay period. The tour of duty is defined by a fixed schedule; however, within the work unit, Employees' arrival and departure times may be staggered, subject to supervisory approval.

(2) 4-10 Plan. The four day workweek consists of a work schedule of 10 hours per day for four days a week. The Employee has one day off during each workweek. Subject to supervisory approval, the regularly scheduled day off may be any day within the workweek. The tour of duty is defined by a fixed schedule; however, within the work unit, Employees' arrival and departure times may be staggered, subject to supervisory approval.

(3) Flexitour. Employees working a flexitour are required to work during the core hours established in this article each day. They may choose starting and quitting times within the period stated in this Article. They will work eight hours each work day, for a total of 80 hours each biweekly pay period, exclusive of the meal period.

b. Credit Hours

(1) Employees who work flexible schedules may earn credit hours, subject to supervisory approval. Employees who are in designated fixed schedule positions and Employees who work compressed work schedules are not eligible to earn credit hours.

(2) Employees must request to work credit hours in advance. The request will be approved or denied by the supervisor as soon as possible. Upon request of the Employee, the earning of credit hours may be approved retroactively where the circumstances warrant (e.g., where it was impractical for the Employee to obtain advance approval).

(3) If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the Employee will be afforded the opportunity to elect to work the overtime.

(4) Eligible Employees will be authorized to earn up to three credit hours per day, and up to 24 credit hours per pay period, provided that there is work available for the Employee and it can be performed at the requested time(s).

(5) Credit hours may be earned and used in 1/4-hour increments.

(6) Full-time Employees may accumulate and carry over, from one pay period to another, a total of no more than 24 credit hours. Part-time Employees may accumulate and carry over, from one pay period to another, a total of no more than ¼ of the hours in the biweekly basic work requirement. A full-time Employee who has accumulated more than 24 credit hours (or a part-time Employee who has accumulated more than the maximum allowed) is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period.

(7) A full-time or part-time Employee who has accumulated credit hours is subject to forfeiture of credit hours if they are not used prior to the end of the leave calendar year. The credit hours must be scheduled and approved prior to the 22nd pay period of the calendar year.

(8) The use of credit hours will be subject to the same criteria as annual or sick leave. An Employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used.

Section 3.

Participation in the CAWS Program is open to all Employees. Supervisors are encouraged to support the program. Upon written request, and subject to supervisory approval an Employee may voluntarily Request: (See APPENDIX A for CAWS request example)

a. Select any one plan the Employee desires;

b. Select a regular day off, if applicable;

c. Select a starting time between 6:30 a.m. and 9:00 a.m. in one-quarter hour increments (e.g. 7:00, 7:15, 7:30, 7:45, 8:00, 8:15, 8:30, 8:45, 9:00) as long as the workday terminates no later than 6:00 p.m.

d. Request a change in plans; hours; or regular day off, if applicable; and

e. Request changes to his work schedule no more than two times within each calendar year. Such requests must be submitted four weeks prior to the requested effective date.

Section 4.
Supervisors should be as liberal as possible in support of the CAWS Program and participation in the program should only be restricted to the following:

a. To effectively accomplish the mission and to maintain crew/team unity, all Employees of a work unit may be required to participate on the same work schedule, except that personal hardship exceptions will be considered on a case by case basis by the Employer.

b. If, in unusual circumstances, the Employer determines a temporary change to a bargaining unit Employee's schedule is necessary, the Union will be notified in advance of the schedule change and given the opportunity to negotiate, as appropriate. A bargaining unit Employee and his supervisor may mutually agree to make temporary changes for up to 10 working days without Union notification. In cases of emergency, the Employer will contact the Union within 24 hours of the emergency action to negotiate any adverse impact of the change.

c. The Parties will negotiate when the Employer desires not to implement, or to terminate, an alternate work schedule based on adverse impact. If the issue cannot be resolved, it will be submitted to the Federal Services Impasse Panel (FSIP) for resolution. Denials of requests or termination of alternative work schedules will not be arbitrary or capricious. An Employee may challenge a supervisor's denial or termination as set forth in the Grievance Procedures of this agreement. CAWS will remain in effect until the Parties receive resolution, except in cases of emergency.

Section 5.
1. When Employees attend training, A WS and CWS will be suspended for each two week pay period.

2. Time spent in training outside regular working hours shall be considered hours of work if:

a. The Employee is directed to participate in the training by his or her employing Agency; and

b. The purpose of the training is to improve the Employee's performance of duties in his current position.

Section 6.
Employees may be removed or suspended from CAWS for, including but not limited to: failing to comply with the provisions of this agreement, abusing CAWS privileges; falsifying time and attendance records; or for performance or conduct that is determined by the supervisor to be less than satisfactory.

Section 7.
Shift and Non-Standard Tours of Duty.

a. The Parties agree that the nature of some operations require the establishment and the continuation, or discontinuance, of tours of duty that include night and weekend work. The Employer shall determine when night work, weekend work, or multiple shifts are necessary to accomplish the mission. In staffing such non-standard tours of duty the following principles apply:

(1) Employees deserve as much advance notice of changes as is practical. Normally, Employees will be given at least two weeks advance notice prior to assignment involving night shifts and weekend work.

(2) In some cases the particular experiences and/or skills of individual Employees are considered in making assignments to provide for the proper balance of Employee abilities.

(3) Upon formal request of either Party, the Employees on multiple shifts will be considered for periodic shift rotations. The majority view of the affected Employees will be solicited, regarding the decision to stabilize or rotate shifts and at what intervals. After considering the input provided, the Employer will decide when shifts are to be stabilized or rotated. Rotating shifts will be for periods of not less than 80 hours.

(4) In staffing such shifts, personal hardships of Employees should be considered.

(5) In staffing shifts, Employees' preferences should be accommodated. Consistent with mission requirements, volunteers will be utilized.

(6) If there are more qualified volunteers than needed, the most senior qualified volunteers will be utilized (e.g. in filling vacancy on the day shift).

(7) If insufficient qualified volunteers are available and involuntary assignments are necessary, such assignments will be made in inverse seniority order using Service Computation Dates.

(8) Normally, Employees will have two consecutive days off. Employees will normally receive at least 36 hours off between shifts and/or tour changes.

(9) Subject to supervisory approval, Employees may swap shifts, on a permanent or temporary basis, if both agree to the exchange; they are both qualified to perform the duties; and the Employer receives a one-week notice of their intentions for permanent changes and a 24-hour notice for temporary changes.

(10) When Employees on shift work are not permitted to leave the work area for lunch due to mission needs, they will be granted a 20 minute paid lunch break, and must remain in a ready status.

(11) The Parties agree that characteristics inherent in shift operations may preclude some Employees from participating in some alternate work schedules. However, requests from Employees, directly or indirectly involved in shift work, will be considered on a case-by-case basis.

b. The Employer agrees to establish, staff, and continue or discontinue night shifts and weekend assignments in accordance with the above principles, and, as appropriate, in negotiation with the Union.

Section 8.

1. Employees in the bargaining unit are authorized one 15 minute break during each half of their scheduled work day.

2. Scheduling of breaks will be based on operational needs. Where practical, all Employees in a work area will be required to take breaks at a standard time. With prior approval, Employees may use independent discretion and take their rest periods at appropriate intervals of work.

3. Normally, the Employee will take the break within the work area, but may leave the area ifhe tells his supervisor where he can be located if mission needs arise. Employees who elect to take equivalent intermittent breaks to smoke during the conduct of their work shall not have other scheduled breaks.

Section 9.
When a Federal holiday falls on a regularly scheduled day off, the Employees' day off and holiday will be determined in accordance with regulations.

ARTICLE 17
OVERTIME

Section 1.
The assignment of overtime work is a function of the Employer, and Management Officials are required to keep overtime work to a minimum consistent with the 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. Typically the Employer will approve overtime or compensatory time in advance of the work being performed. Employees will not take it upon themselves to work overtime without prior approval of the supervisor or a Management Official authorized to approve overtime.

Section 2.
1. 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 undue personal hardship, such as a scheduled vacation or other justifiable reasons.

2. An Employee will be released from an overtime assignment provided his reasons, as determined by the supervisor, are valid 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 i s 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 (e.g. 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 Party determines, on a case by case basis, an 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 4.
On the basis of Section 3 above, 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. If an Employee does not want to work overtime, the next Employee on the list will be asked. If no one wants to work, the Employee next up from the bottom on the roster will be assigned the overtime.

Section 5.
Employees needed for overtime work will be given advance notice, but the Parties agree Employees should be willing to accept overtime on short notice when emergency conditions or completion of mission-important workload dictates. 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 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 with either overtime pay or compensatory time off 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 suffers and permits these Employees to work, they should be paid overtime.

Section 8.
1. 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 workweek of the Employee.

2. 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 80 hours in a pay period, shall be compensated for such work by receiving overtime pay or time off for those hours in excess of 80 hours. Such compensation shall be awarded under controlling regulations and/or laws. Employees in the bargaining unit required to work four consecutive hours or more of overtime during one overtime period are authorized one 15 minute break during each four hour period of their scheduled overtime.

Section 10.
Overtime will be compensated in accordance with 5 CFR §551.

Section 11.
Employees called in to work irregular or occasional overtime outside of and unconnected to their basic workweek, shall be paid a minimum of 2 hours pay, regardless of whether the Employee is required to work the entire 2 hours. In addition, thereto, any Employee called in to work on shifts outside his basic workweek may be excused upon completion of the job which he was called in to perform or may be assigned additional duties during this overtime period.

ARTICLE 18
LEAVE

Leave will be administered in accordance with 5 CFR §630 and this article. Whenever there is a conflict between these sources, 5 CFR §630 will prevail.

PART I -Annual Leave

Section 1.
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 will normally be approved.

Section 2.
1. Employees are encouraged to take blocks of annual leave (e.g. two weeks, one week, etc.) for vacation purposes each year, providing the Employee's accrual leave rate and workload within the organization permits. Normally, the Employee will submit his scheduled leave request to his immediate supervisor during the first 30 days of the calendar year. The Employer will approve/disapprove the leave within the next 30 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 requested leave dates are disturbed or if another Employee agrees to trade.

2. Employees will not normally be required to forego their previously scheduled leave except when emergency conditions or completion of mission-important 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 available dates.

3. Employer will make a maximum effort to avoid canceling leave where financial loss to the Employee is involved.

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

a. Employees who request leave during the first 30 days of the calendar year or who requested leave first;

b. Employees who did not have that time scheduled during the previous year;

c. Employee's Service Computation Date;

d. Hardship; and

e. Employees who have use or lose leave.

5. In areas where staffing is necessary 24 hour per day, seven days per week, Employer agrees to make a good faith effort to honor an Employee's request for two scheduled days off before and after a vacation period.

Section 3.
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. Except where circumstances beyond the control of the Employee do not permit, the Employee must contact his supervisor or a designated alternate, either personally, by phone, or by email, as soon as possible, but not later than two hours after the beginning of the regular work shift. If Employer does not respond by the end of the Employee's work day, the leave is approved for that day only. When another person contacts 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 4.
Employees with use or lose leave as of31 July will, by 15 August, submit a leave plan to use their leave by end of the leave year. Employer will respond with approval or negotiate a resolution with the Employee by 31 August. If Employer thereafter must cancel that leave and cannot permit the Employee to use it by the end of leave year, Employer will support the employee request to have the leave restored in accordance with 5USC§6304(d).

Section 5.
The employee will not be required to take annual leave for attendance at official functions.

Section 6.
Once Employer has determined that the employee has established a leave pattern of excessive leave, the Employee will be notified and placed on leave restriction. The leave restriction will be imposed for six months and removed upon the Employees improvement, or renewed if an irregular or excessive leave pattern continues.

PART II - Sick Leave

Section 1.
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; or 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; or to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

Section 2.
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. 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 to charge to sick leave.

Section 3.
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 official, designated by the Employer, by telephone or other means, within two hours before or 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 officials to whom 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 return to work date, or hour, the Employee will report this to the appropriate Employer 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 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. For absences in excess of three days, or for lesser periods when determined necessary, Employer may require a medical certificate or other administratively acceptable evidence.

Section 4.
It is agreed and understood that the Employer has the right to require that an Employee furnish a medical certificate 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. The Employer will review the sick leave record with said Employee at least semiannually. 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.

ARTICLE 19
PERFORMANCE STANDARDS AND EVALUATION

Section 1.

Purpose:

The Parties to this agreement each recognize 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 Employee performance appraisal system will be administered in accordance with the requirements of 5USC§4301, 5 C.F .R. Part 430 as amended, Army Regulation 690-400, Total Army Performance Evaluation System (TAPES), or such other appraisal system provided by law or regulation.

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, these issues will be referred to the Partnership Council. The council would have the authority to make adjustments to these processes as necessary consistent with Partnership Council principles in Article 2.

b. Within 45 days after the end of the appraisal period, a written rating of record shall be prepared and delivered to the Civilian Personnel Office. In turn, the rating shall be issued to each bargaining unit Employee as soon as practical after the end of the rating period.

Section 3.

Performance Plan:

Performance objectives should be identified and performance standards established for each individual Employee's position within 30 days of the start of their rating period. 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) to promote a common understanding of what is required for satisfactory performance. Employer 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 after assuming the duties of the new position. Changes to individual performance standards may be made during the appraisal cycle; such changes will be discussed with the affected Employee(s) before they are implemented. The minimum rating period is 120 days. Ratees cannot be rated until they perform under approved performance plans for at least 120 days.

Section 4.

1. Performance Standards: To the extent feasible, each Employee's standard 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 to be used in the 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 standard should be written as objectively as feasible; e.g., to include milestones, fiscal resources, and other measurable aspects.

2. Performance review discussions between the Employee and the Employee's supervisor should be held as often as necessary to enable the supervisor to assess the Employee's work and help improve the Employee's performance during the rating period, if necessary. Performance review discussions will be held at the midpoint of the Employee's annual rating period and at other times prescribed by applicable regulations.

3. At any time during the rating cycle that the Ratee is determined to "Need Improvement" in one or more Responsibilities or Objectives, the Rater should notify the Ratee and consider providing assistance. Such assistance may include but is not limited to formal training, on the job training, counseling, and closer supervision. In certain circumstances, the requirements for notice and/or a PIP are encouraged but not mandated.

ARTICLE 20
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1.
The Employer may reduce in grade, or remove, an Employee for unacceptable performance in accordance with 5 USC Chapter 43, 5CFR Part 432, and Army Regulation 690-400. 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 the above cited authorities, an Employee must be:

a. Informed in writing of the applicable critical elements and standards of performance;

b. Informed of performance deficiencies and what needs to be accomplished for the Employee to demonstrate acceptable performance;

c. Allowed a reasonable amount of time (normally 120 days) to demonstrate acceptable performance; and

d. Informed, in writing, of how the supervisor will assist in the effort.

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

a. 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; and

(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 15 calendar days following receipt of the proposed action to answer orally and in writing.

d. A written decision (Notice of Decision) shall be rendered as soon as possible, which:

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

(2) Be concurred on 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.

Section 5.
Nothing in this Article precludes the Employer from taking disciplinary or adverse actions against an Employee for unsatisfactory duty performance using procedures as prescribed by 5USC Chapter 75, 5CFR Part 752, and other applicable laws, rules, and regulations relating to such adverse actions.

ARTICLE 21
DISCIPLINARY ACTIONS

Section 1.
The Employer shall determine when the need for disciplinary action occurs; and such actions will be administered in accordance with 5USC Chapter 75; 5CFR Part 752; Army Regulation 690-700, Chapter 751; other applicable laws, regulations and this agreement.

Section 2.
1. Disciplinary actions fall into two categories: informal (oral admonishment and written warnings) and formal (letters of reprimand, suspensions, demotions and removal). An Employee will be subject to discipline only for such cause as will promote the efficiency of the service.

2. 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.
1. Once the Employer has determined that a disciplinary action is warranted, the Employer shall notify the Employee in writing. The Employer may conduct an inquiry or investigation prior to notification. The inquiry may include discussions with the Employee(s) concerned as appropriate.

2. Employees are entitled to be represented by the Union at any examination held for this purpose if the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and the Employee requests representation.

3. If the Employee desires such representation, he will be given not less than 24 hours, unless a shorter period is required based on a totality of the circumstances, to obtain Union representation after which the examination may proceed with or without such representation.

Section 4.
Disciplinary action will normally be initiated within a reasonable period of time following Employer's knowledge of the offense. 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 (Article 27) or the ADR process (Article 28).

Section 6.
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 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, the Employer may act in accordance with 5CFR§752.404(d) to truncate or eliminate the notice period.

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

c. Be provided at least 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, Employer 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 status during the notice period, if applicable.

Section 7.
1. 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 proposing 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.

2. 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 (Article 27) or the ADR process (Article 28); or file a complaint under the EEO procedure, if applicable. The phone number of the Union Vice President should be included in the letter.

Section 8.
a. The Employee shall be notified by the Employer when any derogatory matter is documented on the Supervisor's Employee Work Folder 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 Work Folder by the Employer. The Employee's initials will signify knowledge of, not necessarily concurrence with, the entry. The Employee has the right to review and acquire a copy of the Supervisor's Employee Work Folder 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.
b. The Parties understand that the Supervisor's Employee Work Folder is subject to provisions of the Privacy Act.

ARTICLE 22
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 applicable laws, regulations, and this agreement.

Section 2.
1. An adverse action is defined as a removal, suspension for more than 14 days, a reduction in grade or pay taken for cause, or furlough for 30 days or less.

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

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

Section 3.
1. 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 may include discussions with the Employee(s) concerned as appropriate.

2. Employees are entitled to be represented by the Union at any examination held for this purpose if the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and the Employee requests representation.

3. If the Employee desires such representation, he or she will be given not less than 24 hours, unless a shorter period is required based on a totality of the circumstances, to obtain Union representation after which the examination may proceed with or without such representation.

Section 4.
Adverse action will normally be initiated within a reasonable period of time following Employer'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 via 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 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, the Employer may act in accordance with 5 C.F.R. §752.404(d) to truncate or eliminate the notice period. In the case of furloughs, the employer may act in accordance with 5 C.F .R. §7 52.404(d) (2) to eliminate the notice and reply period.

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

c. Be provided:

(1) At least 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, Employer will consider reasonable requests for extensions.

(2) The name of the deciding official to whom the Employee may respond; and

(3) A statement of the Employee's status during the notice period, if applicable.

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.
1. The official making the final decision on adverse actions shall normally be at a higher level in the activity than the 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 proposed action;
b. Institute a lesser action; or
c. Take the proposed action.

2. 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 (Article 27), appeal the action to the MSPB, or grieve the matter in accordance with other law and regulation.

ARTICLE 23
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.
1. A supervisor shall immediately refer any Employee who acknowledges having a behavioral/emotional problem, either of his own or a family member, to the Employee Assistance Program (EAP). 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. The Employee must keep Management informed regarding their attendance at EAP.

2. Employee participation in the program shall be voluntary.

PART II - Alcohol and Drug Abuse Program

Section 1.
The Employer and the Union agree to support the Department of the Anny Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) and have, as their goal, early identification and rehabilitation.

Section 2.
1. Each Employee is responsible for:

a. Recognizing the adverse effect that alcohol or other drug abuse is having on job performance;

b. Seeking appropriate assistance in problem resolution; and

c. Bringing job performance to an acceptable level through control of the problem.

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

a. Volunteering for referral to the ADAPCP program directly through his supervisor, Civilian Program Coordinator,
Occupational Health Service, Union Representative or other source; and/or

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

Section 3.
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 ADAPCP and may participate in either the installation program or an approved rehabilitation program in the community.

Section 4.
Employees may be granted sick leave or other authorized leave, in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

Section 5.
No Employee will have job security or promotion action jeopardized solely by self-identification of problems related to alcohol or other drug abuse and/or request referral for counseling or assistance.

Section 6.
Employees determined or suspected of suffering from alcohol or drug addiction will be managed in accordance with regulatory requirements of AR 600-85, the Army Substance and Abuse Program. Employees whose misconduct or performance warrants a disciplinary or adverse action may be held accountable and subjected to a disciplinary or adverse action in the same manner as other Employees would be, regardless of whether their misconduct or performance issues were caused by alcohol or drug dependence.

ARTICLE 24
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, non-disqualifying handicap, or in reprisal for protected EEO activity shall be prohibited.

Section 2.
An Employee who believes he or she has been subjected to discrimination may file a complaint of discrimination. An Employee may not maintain both a grievance and an EEO complaint in the EEO Complaints processing system concerning the same matter. Management acknowledges its obligation under 29CFR Part 1614.102 to "Publicize to all Employees and post at all times the names, business telephone numbers and business addresses of the EEO Counselors (unless the counseling function is centralized, in which case only the telephone number and address need be publicized and posted), a notice of the time limits and necessity of contacting a Counselor before filing a complaint and the telephone numbers and addresses of the EEO Director, EEO Officer(s) and Special Emphasis Program Managers".

Section 3.
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 supervisors to use this duty time. Disagreements as to what is reasonable time are resolved either through the Negotiated Grievance Procedure (Article 27) or the ADR process (Article 28).

Section 4.
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 25
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 who believes he or she has been subjected to sexual harassment may file a complaint of discrimination using the EEO Complaints Processing System.

ARTICLE 26
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, 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.
1. 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 condition to his supervisor and shall have the right to make a report of the unsafe or unhealthy working condition to the Installation Safety Officer and/or Occupational Safety and Health Act (OHSA) and request an inspection of such workplace for this purpose.

2. 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.
1. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to seek emergency treatment as necessary. The supervisor shall provide the Employee with Forms CA-1 and CA-16 for traumatic injuries, or Form CA-2 for occupational diseases.

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

3. 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.

4. 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 6.
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 7.
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 CFR Part 1960. Accordingly, the Employer shall post and keep posted a notice or notices informing Employees of the protections and obligations provided for through OSHA.

Section 8.
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 that 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.

Section 9.
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 10.
The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. A first aid kit will be made available on each floor.

Section 11.
In consonance with 29CFR Part 1960, of the Department of Labor Rules and Regulations, the Employer will keep on-the-job accident and illness reports and maintain these records on site. A copy of all such reports will be provided to the Union once a month.

Section 12.
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 13.
The Union shall, upon request, be provided Federal Occupational Illnesses Survey (OSHA Form 200) and pertinent safety notices or newsletters, as filed or published.

Section 14.
1. The Parties agree that physical and mental fitness are conducive to a productive, healthy workforce. Supervisors will approve individual Employee schedules to the maximum extent possible in accordance with Article 16, Hours of Work, to allow Employees to participate in their personal fitness programs. Employees are authorized to voluntarily use the Employer's gym facilities during its hours of operation. To the extent allowed by law and regulation, personnel at these facilities will, upon request and subject to scheduling demands, assist Employees in establishing their personal fitness programs. The Employer will accommodate the hours needed by the Employee's initial screening at the facility. This may be accomplished by changing the Employee's work schedule for one pay period, including approval and use of compensatory time up to two hours. It is suggested that Employees consult with their personal physician prior to starting or significantly changing their personal fitness programs.

2. 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.

3. Medical treatment will be sought for Employees injured on the job to include transportation where required.

4. The Employer may offer a medical examination to an Employee:

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

b. 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.

ARTICLE 27
NEGOTIATED 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. Employees and/or their representative(s) are encouraged to discuss issues of concern to them informally with their supervisors at any time. Issues concerning any matter relating to the employment of an Employee must 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. Upon mutual agreement, the grievance may be submitted to the Alternative Dispute Resolution (ADR) process proscribed by DA Memo 690-7, paragraph 8 or its successor process prior to arbitration. The ADR process does not alter or delay the time limits of the Negotiated Grievance Procedures.

Section 2.
A "grievance" means any complaint:

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

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

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

a. The effect or interpretation, or a claim of breach, of this agreement; or

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

Section 3.

1. The following matters are specifically excluded from the coverage of this Article:

a. Any claimed violation of 5USC Subchapter ID (relating to prohibited political activities);

b. Retirement, life insurance, or health insurance;

c. A suspension or removal under 5USC§7532 (in the interests of National Security);

d. Any examination, certification, or appointment;

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

f. A preliminary warning or proposal of an action which, if effected, would be covered under this procedure or under a statutory appeals procedure;

g. Non-selection from a properly constituted referral list or certificate of candidates;

h. Individual Employee RIF actions appealable to the MSPB;

i. An action terminating a temporary promotion without cause;

j. Individual Employee claims, which both Parties agree to raise to the appropriate government-wide authority (such as GSA, GAO, and OPM) that are accepted and decided upon;

k. Non-adoption of a suggestion, disapproval of a quality salary increase, performance award, or any other kind of honorary or discretionary award; and

l. Working conditions and policies of general application, as opposed to discrete applications of those conditions or policies to a specific Employee, which have already been the subject of a grievance by the Union or an Employee.

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

a. An aggrieved Employee affected by a removal or reduction in grade based on unacceptable performance (5USC§4303) or adverse action (5USC§7512) may, at his option, raise the matter under only one of the following procedures: A statutory procedure or a negotiated procedure (including the ADR process).

b. An Employee who alleges a prohibited personnel practice under 5USC§2302(b)(1) (relating to equal employment opportunity violations) may either:

(1) File a First Step grievance pursuant to this Article within 30 calendar days following:
(a) The date of the alleged discriminatory incident;
(b) The date upon which the aggrieved became or should have become aware of the alleged discriminatory incident or situation; or
(c) The date of the Employee's final interview with the EEO Counselor.
(2) File a complaint under the ADR Process (see Article 28);
(3) Initiate an action under the EEO complaint procedure by filing a Formal Complaint of Discrimination; or through the EEO ADR Process; or
(4) Initiate a mixed case appeal to the MSPB.

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.
Formal Procedure:
a. First Step. The aggrieved Employee or his representative, if any, will notify the Employee's immediate supervisor in writing within 30 calendar days from the date the Employee knew or, through the use of due diligence, should have known of a specific act or occurrence giving rise to the grievance. The grievance must contain sufficient

detail to identify and clarify the basis for the grievance, specify the personal relief requested, and contain an acknowledgment block. The first or second line supervisor will acknowledge receipt, review the situation, and at either Party's request, discuss the matter with the Employee and/or his representative (See APPENDIX B for Grievance Form and DA Memo 690-7, dated 31 October 1996, HQDA Employee Administrative Grievance System). 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 first or second line supervisor, the grievance may be referred to an alternate First Step deciding official who has the authority to resolve the grievance. The deciding official shall have 30 calendar days from the date following the day the grievance was received, to give the Employee(s) a written decision.

b. Second Step. If the grievant is dissatisfied with the decision of the grievance at the First Step, the grievant may submit the grievance through the CP AC, in writing, for further consideration by the Director, Chief of the Directorate, or equivalent organizational element. The Employee's written grievance must be submitted and received in the CPAC within 15 calendar days after receipt of the First Step decision. The Director, Chief of the Directorate, or equivalent organizational element will acknowledge receipt; review the grievance; and give a final written decision within 30 calendar days after receipt of the grievance. If a discussion is held, the Director, Chief of the Directorate, or equivalent organizational element 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 grievant is dissatisfied with the decision on the grievance at the Second Step, the grievant may submit the grievance to the CP AC, in writing, for further consideration by the Delegated Grievance Representative. The Employee's written grievance must be submitted and received in the CP AC within 15 calendar days after receipt of the second step decision. The Delegated Grievance Representative will acknowledge receipt; review the grievance; and give a final written decision within 30 calendar days after receipt of the grievance. If a discussion is held, the Delegated Grievance Representative must extend an invitation to the Union to be present, even if the grievant has not designated a Union Representative. No new issue will be raised before the arbitrator that has not been introduced at the First Step.

APPEDIXD

Section 5.

Employer-Union Grievance Procedure:

All attempts will be made by both Parties to resolve disputes which arise from matters described in this agreement over which the Party complained against has control. The Union will present its grievances to the Employer through the Employer's designated Labor Relations Officer. Employer grievances will be presented to the Union Vice President through the designated Labor Relations Officer. Such grievances must be presented within 30 calendar days from the specific act or occurrence giving rise to the grievance; or from when the Party became aware of the act or occurrence; or at any time when they concern dissatisfactions with continuing conditions (provided that a continuing working condition of general application, that is the subject of a grievance by the Union or any Employee, may not, thereafter, be grieved again by the Union or any Employee during the life of this agreement). Representatives of the two Parties will meet as soon as possible, but not later than 15 calendar days after the grievance is presented, to discuss the dispute and attempt to resolve it. The Party complained against will render a final decision within 30 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, the grieving Party may submit the matter to arbitration in accordance with procedures contained in the agreement.

Section 6.

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, will be referred to the Arbitrator as a threshold issue at the hearing on the merits. A threshold issue may be submitted to the arbitrator by either Party.

Section 7.
A grievance under the Negotiated Grievance Procedure will be canceled at the Employee's written request. It will also be canceled upon the Employee leaving the bargaining unit, unless the grievance involves an adverse action. A copy of the written request will be provided to the Union.

Section 8.
All time limits in this Article may be extended by mutual agreement. However, failure of the Employer to observe the time limit shall entitle the aggrieved, at his option, to advance the grievance to the next step. Failure by the aggrieved to present the grievance within the time limits at any step so that the grievance is not received by the individual specified in these procedures will result in termination of the grievance. In such cases the aggrieved will be notified in writing. Any extension request 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; the Union Vice President; or to the grievant, if self-represented. Requests by the aggrieved for time extensions will be presented to the supervisor or deciding official who is to rule on the grievance or the Labor Relations Officer, who services the activity. Should Management fail to comply with the time limits for rendering a decision at Step 2 or Step 3, the grievance shall be resolved in favor of the grievant, provided that receipt of the grievance had been acknowledged by Management at the appropriate step in writing and the remedy requested by the grievant is legal and reasonable under the circumstances of the grievance.

Section 9.
Subject to compliance with Section 1 of this article, in instances where the Employee is directly supervised by a Director, Chief of the Directorate, or equivalent organizational element, the grievance starts at the Second Step. Additionally, in the event that the Employee is directly supervised by the Delegated Grievance Representative, the grievance will start at the Third Step; and the Employer will designate an alternate Delegated Grievance Representative to consider the grievance. Upon mutual agreement of the Employer and the Union some grievances may be considered initially at the Second or Third Step.
Section 10.
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. Only the Union or the Employer, however, may submit a matter to arbitration.
Section 11.
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 or his designated representative is notified of the change in writing, and the representation is in accordance with the above section.

ARTICLE 28
ALTERNATE DISPUTE RESOLUTION PROCESS

Section 1.
It is the intent of the Parties that differences be resolved promptly, equitably and, whenever possible, informally. All Employees are encouraged to use the Alternate Dispute Resolution (ADR) process for resolving problems concerning working conditions.

Section 2.
The Parties, by mutual agreement, may elect to submit an issue to the ADR process at any time prior to resolution at the third step of the Negotiated Grievance Procedure. The Employee's election must be presented in writing on the ADR Form prescribed, contain sufficient detail to identify and clarify the basis for the grievance, and specify the personal relief requested.

Section 3.
Exclusions to the ADR Process.

Issues must be within the control of the Employer. Issues in the following areas are excluded from the ADR process:

(1) Claimed violations of 5 USC Chapter 73, Subchapter III, relating to prohibited political activities;
(2) Retirement, life insurance, or health insurance;
(3) A suspension or removal under 5USC§7532, relating to 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 qualification determination concerning the ineligibility of an Employee for a particular position. (This may be grieved under the negotiated grievance procedure.);
(7) The termination of an Employee serving an initial probationary period.

Section 4.
ADR Procedure:
If the Parties agree to submit the grievance to the ADR process, the grievant will submit the grievance to the CPAC, in writing (See APPENDIX B for Grievance Form and DA Memo 690-7, dated 31 October 1996, HQDA Employee Administrative Grievance System). . The CPAC will apply the ADR process prescribed by DA Memo 690-7, paragraph 8 or its successor process.

ARTICLE 29
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 27, Negotiated Grievance Procedure. Any request for arbitration must be submitted in writing within 15 calendar days after receipt of the final decision under the Negotiated Grievance Procedure.

Section 2.
When arbitration is invoked by either Party, the Parties will submit a joint request, normally within five calendar days, to the FMCS, for a list of seven impartial persons qualified to act as arbitrators. If one Party does not timely act then a unilateral request may be made by the other Party. The Parties shall meet within 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; or 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 and expenses of the arbitrator shall be paid in equal proportions by both Parties. 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. Neither Party may have any contact with the arbitrator that would incur a fee or incur an equally shared obligation before funds have been appropriately obligated for that purpose in accordance with procurement procedures. Regardless of the outcome of the arbitration, the Employer will not be obligated to pay any arbitrator fee or other expense incurred by Union activity prior to the obligation of funds or where the Union does not pay its fees.

Section 5.
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 30 minutes to present a closing statement on their case, before a decision is made. Such a decision will, however, be followed up in writing within five calendar days; or

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 a decision based upon the facts presented.

Section 6.
The arbitrator will be requested to render a decision and remedy, if any, within 30 calendar days after the conclusion of the hearing. The arbitrator shall date the award upon mailing of the decision.

Section 7.
The arbitrator's award shall be final and binding on the Parties, except that either Party may file exceptions to the arbitrator's award consistent with laws and regulations governing exceptions to arbitrator award.

Section 8.
The arbitrator shall have no power to add or subtract from, disregard, or modify any of the terms of this agreement. However, the arbitrator shall have the authority to resolve any questions concerning arbitrability and/or grievability.

Section 9.
In considering grievances concerning matters covered by 5USC§4303 (reduction in grade or removal of an Employee for unacceptable performance) and 5USC§7512 (adverse actions), the arbitrator shall be governed by 5USC§7701 (c), as applicable .

Section 10.
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 if the outcome is not in the Union's favor. Otherwise, the Parties agree to split the cost.

Section 11.
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 10 calendar days before the arbitration or expedited arbitration hearing. Witnesses who are not Employees of the government who are called 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. Also, the Parties will exchange copies of all known exhibits to be introduced.

Section 12.
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.

ARTICLE 30
NEGOTIATIONS

Section 1.
Both Parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such a 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.

Section 2.
It is understood that no provision of this agreement shall nullify or invalidate the rights of Employees, the Union or the Employer, established under the Federal Service Labor Management Relations statute, other statutes, or regulations of appropriate authority.

Section 3.
The Employer will furnish written notice of a proposed change affecting conditions of employment to the Union. Such notice will be given upon finalization of all preparatory actions and decisions necessitating the change. In accordance with Article 4, Employer Rights, the actual change is not subject to negotiations, the impact upon the Employees and procedures for implementing the change may be negotiated. All changes will be held in abeyance until negotiations are completed unless the change is mandated by law, is for the necessary functioning of the Agency, or where delay will result in a substantial cost.

a. The Employer shall notify the Union at least 10 calendar days prior to the planned implementation date of the proposed change.

b. The Union, should it wish to bargain, shall give the Employer its proposals within 10 calendar days.

c. If the Union does not request negotiations within the time limit or forward negotiable proposals, the Employer may implement the proposed change immediately.

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

e. In the event, the P arties become engaged in a negotiability dispute or reach impasse, either Party may seek the services of the FMCS, the FSIP, or the FLRA, as appropriate.

f. The Parties agree to begin negotiations, as appropriate, within 10 calendar days after a resolution finding the proposal negotiable unless an appeal is filed with the courts.

Section 4.
It is further agreed and understood that any existing conditions of employment, working conditions, personnel policies or other past practices which are not specifically covered by this agreement shall not be changed until the Parties comply with collective bargaining obligations.

Section 5.
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. Neither Party is required to engage in midterm bargaining over matters covered by this agreement, but the Parties may mutually agree to do so.

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

b. Each Party will designate, in writing, a spokesperson or spokesperson(s)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 they would otherwise be on duty.

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 to negotiations.

f. Upon reaching agreement, the terms may be reduced in writing at the request of either Party. Terms so formalized will be authenticated by the signatures of the respective spokespersons.

g. 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 agreed upon; the Parties shall again attempt to resolve any impasses.

h. When the Employer believes that a matter is non-negotiable, it will immediately advise the Union of its rationale for such belief. The matter will be tabled until all negotiations have been completed after all other matters have been completed, the Union will request a confirmation of the Employer's allegation of non-negotiability. If any proposal is claimed to be non-negotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 60 calendar days from when the proposal is declared to be negotiable or the claim that the proposal is non-negotiable is withdrawn. The Union then has the right to proceed to the FLRA in accordance with 5USC Chapter 71. The Parties will sign off on the rest of the issues being negotiated pending a decision by the FLRA on the negotiability issues. The Parties will implement the agreed-to provision s and then apply retroactively, to the extent possible, any subsequent agreement reached on the proposals raised in the non-negotiability dispute. Nothing in this section will preclude the right of judicial appeal.

Section 6.
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 40 hours will be provided for each Union 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 preparation time in this Article.

ARTICLE 31
TELEWORK

The Union and the Employer agree that telework, as mandated by OPM and DOD guidance, presents a viable alternative with regard to directing the time, place, and manner of work for many positions and Employees. The Office of the Surgeon General and The United States Army Medical Command (OTSG/MEDCOM) has manifested its commitment to good faith implementation of the telework guidance issued by the OPM, DOD, and the Department of the Army through issuance of OTSG/MEDCOM Policy Memo 12-073, dated 19 September 2012 and its enclosed OTSG/MEDCOM OneStaffTelework Guide, dated September 2012 which are attached to this contract in APPENDIX C along with Department of Defense Telework Agreement, DD Form 2946, dated December 2011. The appended Policy Memo and Telework Guide are incorporated into this contract by reference to serve as the basis on which telework questions will be resolved for positions and Employees subject to this agreement. Any bargaining unit Employee who feels that the telework policy has not been correctly implemented with regard to its application to him may grieve the matter in accordance with Article 27, Negotiated Grievance Procedure. Should any changes to OTSG/MEDCOM OneStaff Telework policy be made, which are not mandated by government-wide law, rule, or regulation, they may not take effect with regard to positions or Employees subject to this agreement until collective bargaining obligations under the agreement have been met.

Article 32
Employee Wellness

Section 1.
Employee wellness and the investment in programs to maintain Employee health contribute directly to sustained productivity and the reduction of lost Employee time due to illness. Therefore, the Employer will facilitate and/or encourage programs in such areas as weight reduction, stress reduction and Management, nutritional counseling, smoking cessation, prevention of injuries, health screenings, and exercise.

Section 2.
To advance the goal of a healthy workforce, the Employee should be given the opportunity to take advantage of structured wellness programs offered to bargaining unit Employees located in Defense Health Headquarters (DHHQ) complex or other facilities where they may work. This does not include daily exercise programs offered by the DHHQ fitness facility or other facilities where they may work. The wellness and fitness activities must be an integral part of a total wellness and fitness program that must include pre- and post- program participant evaluations not to exceed six months, continuous monitoring during the program, exercise, and nutritional education. In accordance with Article 2 of this agreement, both Parties may establish a Healthy Workplace Committee. The Committee may survey the health and fitness resources currently available to Employees, survey Employees on their preferences, design additional health and fitness offerings to Employees, and design and implement a marketing strategy to Employees to publicize health and fitness resources and events.

Section 3.
It is in the best interest of employees, the Employers, and the Union if individuals choose to engage in activities that promote a healthy lifestyle. This may reduce the use of sick leave, and thereby lead to improved performance and productivity. The Employer may periodically provide Employees the opportunity to participate in Employer's sponsored formal structured Wellness and Fitness Programs, located in Defense Health Headquarters (DHHQ) complex or other facilities where they may work. The intent of this type of program is to ".jump start" Employee interest in wellness and fitness programs that will lay the foundation for a healthier lifestyle. The Employer may grant Employees up to three hours of administrative leave per week, contingent upon mission requirements, to participate in these types of programs. The administrative leave can be combined with authorized breaks and/or in conjunction with their regularly scheduled lunch period with supervisory approval.

Section 4.
Employees may also participate in individual physical fitness activities. Supervisors should be flexible and willing to adjust tours of duty to allow their Employees to engage in individual physical fitness activities contingent upon mission requirements.

ARTICLE 33
DURATION, REVIEW AND SUPPLEMENTATION OF AGREEMENT

Section 1.
RATIFICATION AND AGENCY HEAD REVIEW

a. Upon completion of the negotiations, after all proposals have been resolved and/or disposed of, within 10 calendar days the Employer will prepare a final comprehensive agreement, in draft form for review. The Parties will be allowed a maximum of 10 calendar days to review the initial draft. Administrative changes, if any, will be incorporated into a final draft agreement within five workdays. The Union will encourage ratification with its members. The Union must ratify (or fail to ratify) the agreement within 30 days of receipt of the informal copy of the agreement. Should the Union fail to ratify the agreement, the entire agreement is subject to renegotiation. However, the Union will notify the Employer of the reason(s) why the agreement was not ratified.

b. Upon ratification, the agreement will be executed by the Parties and the date of execution will be identified.

c. The Employer will then have 30 days to complete Agency head review pursuant to 5USC§7114(c) and ratification.

d. If the Agency Head disapproves the agreement, the Employer will notify the Union immediately, including which particular provisions were found to be contrary to law, rule or regulation. The Chief Negotiators will then meet promptly to arrange resumption of negotiations in an effort to reach agreement. In the alternative, the Union may decline further negotiations and instead take appropriate legal action, including referring the disputed issues to the FLRA and/or the appropriate court, as provided by law. If the proposal is found to be negotiable it shall automatically become part of the agreement and shall go into effect immediately.

e. Upon implementation, the Employer will ensure that each Employee and supervisor associated with the bargaining unit has access to a copy. Additionally, the Employer will furnish the Union 25 copies and a copy on compact disc. Each Party is free to post this agreement on any appropriate website.

Section 2.
Effective Date and Term:
The effective date of this agreement shall be the day it is approved by DoD, or on the 31st day after it is signed by the Parties, if not disapproved by DoD, whichever comes first. The effective and expiration dates of the agreement will be clearly annotated on the agreement. The agreement shall remain in effect for five years from the effective date of this agreement. The agreement shall be renewed for an additional five year agreement period on each fifth anniversary date thereafter, unless between 120 and 90 calendar days prior to any such date, either or both Parties give written notice to the other of its desire to amend or modify the agreement. If either Party desires to renegotiate any terms of this agreement, it will furnish written notice to the other Party, identifying the Articles that it wishes to change. The Parties will begin negotiating ground rules for the new negotiations within 30 days from the date of receipt of notice. The ground rules will, at a minimum, establish the procedures for each Party to submit proposals or counter proposals for negotiations. In the event such notice is given by either Party, the agreement will be automatically extended until a new agreement is negotiated.

Section 3.

Introduction - Amendments and Supplements:

Either Party may request to enter negotiations to amend and/or supplement this agreement in accordance with the procedures in Article 30, Negotiations, and the following:

(1) By either Party when applicable law or government-wide regulations prompt change;
(2) By either Party upon mutual agreement;
(3) By the Employer, when mission needs or policy changes prompt supplementation; or
(4) By the Union, no more than once every 12 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 4.
Effective Date of Amendments and Supplements:
Amendments and supplemental agreements to this agreement shall become effective on the date approved by DoD or on the 31st day after it is signed and shall remain effective concurrent with the basic agreement.

APPENDIX A

MEMORANDUM FOR

SUBJECT: Request for Alternative Work Schedule

1. In accordance with the Collective Bargaining Agreement on the establishment of Civilian Alternative Work Schedules (CAWS), I hereby request approval of the following AWS:

_____Flexitour _____Credit Hours

_____ 5-4-9 Compressed Schedule _____ 4-10 Compressed Schedule

2. My proposed duty hours for each pay period are as follows:

MonTue Wed Thu Fri Mon Tue Wed Thu Fri

Arrival
Departure
#of
Hours
(If 5-4-9 or 4-10 schedule requested, indicate proposed day off)

Date: Employee's Signature:

TO:
(Name of Requesting Employee)

Your request for an AWS is _____ Effective Date: __ _
(Approved/Disapproved)

Date:_____ Supervisor's Signature: ----------
CF: Business Office (DASG-BO)

APPENDIX B

NAME OF GRIEVANT:
ORGANIZATION/WORK UNIT:
OFFICE PHONE#:
GRIEVANCE:
BACKGROUND:

GRIEVANCE FORM
Who else was involved/Witnesses (Include full name and work area, if possible)
1.
2.

Relief Sought
•
•
Name of Immediate Supervisor: Office Phone:
Date Grievance Presented:
Signature of Grievant/Representative:
Acknowledgement of receipt by Management"

Signature & Date