

**NEGOTIATED AGREEMENT
BETWEEN
BALTIMORE MILITARY
ENTRANCE PROCESSING
STATION
AND
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEE LOCAL #1923, BALTIMORE, MD**

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ARTICLE 1 PREAMBLE

Section 1. In accordance with the provisions of the Federal Labor Management Relations Statute, Chapter 71 of Title 5 of the US Code (hereinafter referred to as 5 USC, Chapter 71), this agreement is made by and between the Baltimore Military Entrance Processing Station, Baltimore, Maryland, referred to as the Employer, and the American Federation of Government Employees, Local # 1923, referred to as the Union. The Employer and the Union shall be collectively referred to as the parties.

Section 2. It is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of 5 USC, Chapter 71, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, to prescribe certain rights and obligations of the parties and the employees of the Baltimore MEPS, and to provide means for amicable discussion and adjustment of matters of mutual interest.

Section 3. The Employer and the Union shall encourage effective and efficient work habits on the part of all employees covered in this agreement, as well as efficient and appropriate supervisory practices.

Section 4. Whenever language in the agreement refers to specific duties or responsibilities of the Employer, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 2 EMPLOYEE RIGHTS

Section 1.

a. In an atmosphere of mutual respect, all employees shall be treated appropriately, and without discrimination, in all aspects of personnel management, without regard to lawful political affiliation, union activity, race, color, religion, national origin, sex, marital status, age, or non-disqualifying handicapping conditions, and with proper regard and protection of their privacy and constitutional rights. It is therefore the mutual concern of the parties that all employees and the parties cooperate and attempt to maintain good working relationships between and among the supervisors and fellow employees, endeavor to establish working conditions conducive to the enhancement and improvement of employee morale, and participate in programs designed to improve work methods, productivity, and working conditions.

b. Instructions and counseling will be given in a reasonable and constructive manner. Every reasonable effort will be made to provide such guidance in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private, without the knowledge of other employees, to the extent it is within management's control.

c. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal, nor be used as an example to threaten other employees.

d. No unit employee will be subjected to disciplinary and/or adverse action of any type as a result of conflicting orders issued by responsible officials as long as he/she advises the last official of the conflict and "follows the latest order. If the employee is aware of any problem which may occur because of this conflict, he/she should bring this to the attention of the immediate supervisor.

Section 2. Each employee shall have and shall be protected in the exercise of the right, freely, and without fear of penalty or reprisal, to form, to join, to act as a designated representative and assist the Union, or to refrain from such activity. This right shall extend to participation in all union activities, including service as officers and stewards.

Section 3. Management recognizes the employee's right to assistance and representation by the Union and to meet and confer with union representatives in private during duty time concerning representational matters.

Section 4. Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 5. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities. Employees

are accountable for the performance of their official duties and compliance with those standards of conduct applicable to all USMEPCOM civilian employees. The standard of nexus shall apply.

Section 6. Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

Section 7. Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law, or Executive Order, which the employee reasonably believes evidences mismanagement, waste, or fraud.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. In the administration of all matters covered by this agreement, Management retains the following rights:

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

b. In accordance with applicable laws;

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

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

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

(a) Among properly ranked and certified candidates for promotion or

(b) Any other appropriate source, and

(4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in the foregoing Section 1 shall preclude the Employer and the Union from negotiating:

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

b. Procedures which management officials will observe in exercising any authority under this section; or

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

ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer recognizes that the Union is the exclusive representative of all employees of the Baltimore MEPS in the Unit, as defined in Section 2 below. The Union recognizes the responsibilities of representing the interests of all such employees of the Baltimore MEPS with respect to grievances, personnel policies, practices and procedures and/or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in the agreement and applicable laws.

Section 2. The Authority shall determine the appropriateness of any unit. The Authority shall determine in each case whether, in order to ensure employees the fullest freedom in exercising the rights guaranteed under this chapter, the appropriate unit should be established on an agency, plant, installation, functional, or other basis and shall determine any unit to be an appropriate unit only if the determination will ensure a clear and identifiable community of interest among the employees in the unit and will promote effective dealings with, and efficiency of the operations of the agency involved.

a. A unit shall not be determined to be appropriate under this section solely on the basis of the extent to which employees in the proposed unit have organized, nor shall a unit be determined to be appropriate if it includes;

- (1) except as provided under section 7135(a)(2) of this title, any management official or supervisor;
- (2) a confidential employee;
- (3) an employee engaged in personnel work in other than a purely clerical capacity;
- (4) an employee engaged in administering the provisions of this chapter;
- (5) both professional employees and other employees, unless a majority of the professional employees vote for inclusion in the unit;
- (6) any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or
- (7) any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

b. Any employee who is engaged in administering any provision of law relating to labor-management relations may not be represented by a labor organization;

- (1) which represents other individuals to whom such provision applies; or
- (2) which is affiliated directly or indirectly with an organization which represents other individuals to whom such provision applies.

c. Two or more units which are in an agency and for which a labor organization is the exclusive representative may, upon petition by the agency or labor organization, be consolidated with or without an election into a single larger unit if the Authority considers

the larger unit to be appropriate. The Authority shall certify the labor organization as the exclusive representative of the new larger unit.

Section 3. The Union is entitled to act for and to negotiate collective bargaining agreements covering all employees of the Baltimore MEPS in the Unit and shall be responsible for representing the interest of all such employees of the Baltimore MEPS without discrimination and without regard to employee membership in the Union.

Section 4. The Union shall be given the opportunity to be represented at formal discussions between Management and employees of the Baltimore MEPS concerning grievances, personnel policies and practices, or other matters affecting working conditions of employees of the Baltimore MEPS in the Unit as set forth in 5 USC, Chapter 71.

Section 5. The Union shall be given the opportunity to be represented at the examination of any employee of the Baltimore MEPS in the Unit by a representative of the Employer in connection with an investigation if:

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

Section 6. Management will provide to the Union on a semi-annual basis the names and work locations of all new unit employees of the Baltimore MEPS.

Section 7. The Union will provide to the Employer and maintain a current list of the names of duly elected local Union officials and the MEPS steward(s) and their areas of responsibility semi-annually.

Section 8. The Union and the Employer will conduct themselves in a business-like manner, with appropriate standards of conduct, in all dealings and communications with each other, MEPS employees, and with members of the associated recruiting services and their applicants.

ARTICLE 5 PROMOTIONS

Section 1. Promotions will be made in accordance with the provisions of the U.S. Code under Title 5, Chapter 71 and applicable regulations and instructions of the Office of Personnel Management. Promotions will be based on merit.

Section 2. It is the responsibility of the employee to apply for vacancies for which the employee wishes to be considered. Vacancy announcements for permanent positions and temporary promotions upon receipt from the servicing Civilian Personnel Office will be posted on the Section bulletin board for a minimum of seven (7) calendar days prior to date of closure. First consideration will be given to qualified employees within the Bargaining Unit in filling vacancies within the MEPS, subject to applicable law and regulations, excluding Intermittent Test Administrators (ITAs).

Section 3. Supervisory appraisals and/or evaluations of past performance, as used in the evaluation process for non-supervisory positions, will be shown to and discussed with the applicant, at his/her or her request. An applicant for a vacancy may submit his or her own comments with respect to his/her or her application for such vacancy or to the supervisory appraisal made in connection with such application.

Section 4. Employees or Union representatives upon request shall be permitted to review documents used in evaluating all candidates for promotional purposes. Any records pertaining to other candidates supplied under this section shall have all personal information purged, i.e., name, address, social security number, etc., so that candidate's identity will not be revealed by release of the information.

ARTICLE 6 JOB DESCRIPTIONS

Section 1. Each position covered by this agreement that is established or changed must be accurately described in writing. Proper classification as to occupational title, series, code and grade will be requested by the Employer of the servicing Civilian Personnel Office.

Section 2. The description must clearly and concisely state the principal and grade controlling duties, responsibilities, and supervisory relationships of the position.

Section 3. Employees will be furnished a copy of the current description of the position to which they are assigned. When a change in grade occurs, the Employer will furnish the employee two (2) copies of the job description, one of which may be furnished to the Union.

Section 4. An employee dissatisfied with the classification of his/her or her position should first discuss the problem with his or her supervisor. If the supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss his/her dissatisfaction with a representative of the Civilian Personnel office who will explain the basis of the classification. At that time, upon request, an employee may have access to his or her, position description, evaluation report (if available), organizational and functional charts, and other pertinent information directly related to the classification of the position. If the employee still believes that there is an inequity, he or she may appeal using Department of the Army or Office of Personnel Management (OPM) procedures as appropriate.

Section 5. An employee may file a classification appeal at any time through appropriate procedures.

Section 6. Employees or their representatives who elect to appeal the classification/job grading of their position will, upon request be provided a copy of appeal procedures and all pertinent information which is part of the classification/grading appeal file.

ARTICLE 7 PERFORMANCE APPRAISAL

Section 1. During the first 30 days of the appraisal period, supervisors will provide initial counseling to employees which details duties, expectations and standards. This session is not a representational situation. At the midpoint of the appraisal period, the supervisor will provide employee feedback regarding acceptable and unacceptable levels of performance, what action must be taken to improve performance to an acceptable level, and what assistance will be provided by the Employer to improve his or her performance.

An employee and/or the exclusive representative cannot grieve performance standards. However, if the employee believes the evaluation is not accurate, they may grieve said performance evaluation.

Section 2. If performance does not improve to an acceptable level and corrective action is necessary, the following procedures will apply:

- a. The first action will be a Notice of Warning for Unacceptable Performance. The employee will be observed for a 90 day period.
- b. If employee does not meet the acceptable level of performance during the 90 day warning period, employee will be placed on a Performance Improvement Plan (PIP) for 90 days. Supervisor will provide feedback bi-weekly to the employee on their progress.
- c. If the employee does not meet the performance standards of the PIP, the Agency may administer a Reduction-in-Grade, Reassignment or Removal.
- d. The proposal to Reassign, Reduce-in-Grade or Remove an employee shall be made in a timely manner.

Section 3. Signing an appraisal does not translate into implied employee concurrence, only acknowledgement of employee receipt.

ARTICLE 8 EXAMINATION OF PERSONNEL FILES

Section 1. An employee shall have the right to examine their own Electronic Official Personnel Folder (eOPF), in accordance with Office of Personnel Management regulations.

Section 2. It is the employee's responsibility to update MyBiz (as appropriate) with information regarding qualifications, training, schooling, experience, etc., so that the employee's record may reflect current information. The Employer and the Union encourage each employee to provide this up-to-date information.

ARTICLE 9 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The MEPS and the Union acknowledge their mutual responsibility for ensuring that no one who has authority to take, direct, recommend or approve any personnel action, or to influence, directly or indirectly, anyone in the taking, directing, recommending or approving of any personnel action, shall discriminate for or against any employee on the basis of race, color, religion, sex, or national origin, as prohibited under the Civil-Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; on the basis of age, as prohibited under the Age Discrimination in Employment Act of 1967, as amended by the Fair Labor Standards Amendments of 1974; on the basis of sex as prohibited under the Fair Labor Standards Act of 1938; on the basis of a mental or physical handicapping condition under the Rehabilitative Act of 1973; or on the basis of marital status or political affiliation as prohibited under any law, rule, or regulation.

The parties agree to promote the full realization of equal employment opportunity through a continuing affirmative action program, via the Equal Opportunity Office (EEO).

Section 2. The Employer agrees to furnish to the Union, on request, statistical information with respect to employment by reference to minority group and sex, to the extent permitted by law or regulation. Request go through Labor Management Employee Relations Office (LMER) on Ft Meade.

Section 3. Grievances/complaints brought under this article shall be prosecuted, at the option of the employee, under the negotiated grievance procedure or the applicable statutory EEO appeal procedures, but not both. An employee shall be deemed to have exercised his/her option under this section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first. Discussions between an employee and an EEO counselor will not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

ARTICLE 10 HEALTH AND SAFETY

Section 1. The promotion of a safe and healthy work place is in the best interest of the employees and the parties. The Employer will maintain a Safety and Health program in accordance with PL 91.596, E.O. 12196 and 29 CFR 1960. All employees therefore are encouraged to communicate, not only to their supervisor but also to the Safety Officer and/or the Union, any comments which will contribute to the furtherance of the program. Employees will be alert to possible safety hazards at their work locations and will immediately call such hazards to the attention of the individual in charge who will initiate the appropriate action to correct the matter.

Section 2. A Union safety representative shall be given the opportunity to accompany the Safety Officer on formal safety inspections in accordance with E.O. 12196. The Union shall designate in writing one safety representative who will make these inspections.

- a. A Union representative will be placed as the representative of the Bargaining Unit on all MEPS Safety and Health panels, programs, committees, and councils under MEPS jurisdiction.

Section 3. The Employer will ensure response to employee reports of unsafe or unhealthy working conditions. Reports will be made in writing to the Safety Officer and will be signed. In cases where an imminent danger exists (a condition or practice which could reasonably be expected to cause death or immediate serious physical harm) the report may be verbal. Responses to reports of imminent danger situations will be made promptly and the Employer may require an inspection. For other reports, determination as to whether there are reasonable grounds to investigate the report will be made within five (5) working days. If an inspection is made and a written report developed, a copy of the report shall be provided to the employee who made the initial report to the Safety Officer. One copy of the report will be provided to the Union.

Section 4. The Employer will abate in a prompt manner all unsafe and unhealthful conditions of work within its control. Further, the Employer agrees that when necessary, because of conditions beyond its control as a lessee, it will actively seek abatement from the lessor in accordance with 29 CFR 1960.

Section 5. One copy of each report relative to an accident forwarded to the Office of Federal Employees Compensation will be furnished to the injured employee upon his or her request.

ARTICLE 11 TOOLS AND EQUIPMENT

Section 1. The Employer will assure access to available equipment necessary for the performance of assigned duties. The Union agrees to assist the Employer in efforts to reduce costs by encouraging employees to observe proper procedures for the care and maintenance of equipment.

Section 2. The Employer shall provide adequate locker facilities for employees consistent with space and procurement limitations.

ARTICLE 12 HOURS OF WORK

Section 1. Basic work requirement. The basic work requirement is defined as the number of hours, excluding overtime hours; an employee is required to work or to account for by charging leave. Generally, a full-time employee's basic work week is 8 hours per day 5 days a week. Hours of operation are 0001 – 2400, core hours are 0530-1930; schedules will be set by supervisors based on the mission. An approved work schedule shall be maintained showing the planned arrival and departure for each day to support the time and attendance report. During initial counseling, the appropriate/desired schedule will be agreed upon between the supervisor and employee, based on mission necessity. In all of the below schedules, the Agency may consider appropriate arrangements on a case-by-case basis.

Basic work week: Typically consists of forty (40) hours spread over a maximum of five (5) consecutive eight (8) hour days exclusive of the lunch period. The basic work week will be the period for which an employee is paid his or her straight-time pay rate.

Section 2. The following schedules below are optional for all employees with supervisor concurrence:

Flexible Work Schedule: A flexible work schedule is a fluid schedule (not fixed) which enables the employee to complete the basic work requirement of 80 hours within a biweekly pay period. It may consist of 5 days per week work with various hours each day, as long as 80 hours are accomplished in the pay period. Flexible work schedules must be approved by the supervisor in conjunction with mission requirements. An employee may not work more than 12 hours in one day. Failure to follow these guidelines will result in an employee's return to a normal work schedule.

Alternative Work Schedule (AWS): Public Law (PL) 99-166, 1985 made the AWS program permanent in 1985. This program permits a variety of flexible and compressed work schedules. An alternative work schedule is a fixed schedule which enables the full-time employee to complete the basic work requirement of 80 hours in fewer than 10 full workdays in a biweekly pay period by increasing the number of hours in the workday. AWS consists of a 5/4/9 schedule (eight 9-hour days, one 8-hour day and one day off per pay period). After approved, temporary changes to an AWS should be of short duration and the employee should be informed of the change and the necessity of the change as far in advance as feasible. Approved temporary changes of an AWS must be accomplished within the same pay period. In cases where a holiday falls on your scheduled AWS, the employee's holiday becomes the basic workday preceding the regular scheduled AWS. Failure to follow these guidelines will result in an employee's return to a normal work schedule.

Compressed Work Schedule (CWS): Public Law (PL) 99-166, 1985 made the AWS program permanent in 1985. This program permits a variety of flexible and compressed work schedules. A compressed work schedule is a fixed schedule which enables the full-time employee to complete the basic work requirement of 80 hours in

fewer than 10 full workdays in a biweekly pay period by increasing the number of hours in the workday (10 hours per day, 8 days per pay period). After approved, temporary changes to a CWS should be of short duration and the employee should be informed of the change and the necessity of the change as far in advance as feasible. Approved temporary changes of a CWS must be accomplished within the same pay period. In cases where a holiday falls on your scheduled CWS, the employee's holiday becomes the basic workday preceding the regular scheduled CWS. Failure to follow these guidelines will result in an employee's return to a normal work schedule.

Section 3. Break: Each employee is authorized one fifteen (15) minute rest break during each one-half period of the normal workday for the employee. Additionally, one fifteen (15) minute rest break is authorized within each four (4) hour period of overtime worked. Employees shall be allowed to take the rest break away from the immediate work area.

Section 4. Lunch: Every employee shall be entitled to a ½ hour or 1-hour lunch break, without compensation, based on the agreed upon schedule during initial counseling.

Section 5. Work schedules typically will be posted covering a minimum of two pay periods. Work schedule changes if any, shall be posted two weeks in advance of the change, except when the Employer may learn of a change in work requirements less than two weeks before the beginning of the affected regularly scheduled administrative work week.

ARTICLE 13 OVERTIME

Section 1. Overtime assignments shall be made as the mission necessitates and shall be distributed as appropriate to all qualified employees.

Section 2. The Employer will maintain accurate records of overtime worked and make such information available to the Union upon request.

Section 3. The Employer will consider employee circumstances, including the employee's health and personal concerns, when assigning overtime work as appropriate.

Section 4. The Employer shall provide as much advance notice as circumstances permit when assigning overtime. When the Employer elects to assign overtime work to qualified Bargaining Unit employees, volunteers will be solicited to work the overtime with the first opportunity being given to the qualified Bargaining Unit member with the most continuous Federal Service and present at the worksite. If this method does not provide sufficient qualified people, an employee may be required to work overtime on a rotating basis with the first opportunity assigned to the member of the Bargaining Unit qualified to perform the work based on inverted seniority (i.e., the person with the least continuous Federal Service). On each subsequent occasion when overtime is required of Bargaining Unit employees and the Employer is required to assign overtime work based on inverted seniority, the selection process will proceed with the employees considered on an ascending rotational basis until all qualified employees have worked overtime, at which time the selection process will revert to the least senior employee. In an unanticipated overtime situation where the most senior or the most junior employee are no longer in duty status, the next most senior and/or junior employee will be considered.

Section 5. Night Differential. Daily shifts prior to 0600 and after 1800, are required for Baltimore MEPS employees in order to accomplish the mission of ASVAB testing, daily reconciliation, building security checks, opening and closure.

Section 6. In accordance with OPM rules and regulations and the Code of Federal Regulations, all employees covered by the Fair Labor Standards Act and all exempt employees making less than the maximum rate of pay of a GS-10 will receive overtime compensation. However, such employees may request comp-time/credit hours in lieu of monetary compensation.

Section 7. Currently, the Battalion Commander, or his/her designee, will approve comp-time and overtime. Supervisors will approve credit hours.

ARTICLE 14 ANNUAL LEAVE

Section 1. Employees have the right to accrue annual leave. Supervisors have the right to approve or disapprove annual leave. Employees will request annual leave by means of current procedures (SF-71) sufficiently in advance to allow an advance supervisory approval or disapproval, which shall be based upon the needs of the activity and consideration of the employee's request. When employees can be spared from their duties without unreasonable adverse impact upon the requirements of the Employer, annual leave will be granted freely.

Section 2. In emergency situations which preclude advance request and approval, an employee will notify via a phone conversation with the first line supervisor of the emergency and request leave within two hours after the beginning of the work shift on the first day of absence, or as soon thereafter as possible. If the first line supervisor is not available, the second line supervisor will be so notified. In the absence of the second line supervisor, the employee will contact the Headquarters' front desk. If the process of contacting the supervisors as referenced above is inoperative, the employee will email the first line and second line supervisors. In emergency situations employees will describe the emergency, give an estimate as to how long they will be absent, and the type of leave desired. In the event of incapacitation, resulting in the employee's inability to make contact, once able to return to work, the employee will present documentation as to the reason of the incapacitation.

Section 3. A reasonable effort will be made to prevent forfeiture of leave. However, it is agreed that it is the employee's responsibility to plan and request leave in a timely fashion in order to preclude end-of-year forfeiture.

Section 4. The Employer agrees to make every effort to grant employees continuous leave period(s), based on accrued annual leave. Requests for such leave periods will be made sufficiently in advance to provide both the employees and the Employer opportunity for proper planning and scheduling. The Employer will notify the employee of the disposition of the leave request as soon as possible to enable the employee to plan accordingly.

Section 5. As far as is practicable, the Employer agrees to schedule annual leave quarterly for the following 6 month period. Employees will submit leave no later than 15 January, 15 April, 15 June, and 15 September, for the following 6 month period. In the event of conflicting requests from employees, attempts will be made to set dates which will be mutually agreeable to all parties. If more employees from the same work area apply for leave for the same period, the employee with the greatest length of Federal service, shall have preference, except that this priority because of seniority shall not run into the 2nd consecutive year when identical periods are requested.

Section 6. The Employer may also approve the interchange of selections between employees provided the interchange is mutually agreeable to the employees and is consistent with the workload requirements. When the Employer finds it necessary, in unusual or unforeseen circumstances, to cancel previously approved leave, the employee will be notified as far in advance as possible. In cases which involve things such as cancellation of reservations resulting in loss of deposits on vacation arrangements, such notification will, except in compelling circumstances, be not less than 7 working days prior to the effective date of the approved leave. The Employer and the Union agree that the Employer and the employee should schedule annual leave to avoid forfeiture.

Section 7. In the case of a transfer from one supervisor to another, previously scheduled annual leave for vacation purposes shall be brought to the attention of the new supervisor by the employee concerned and all reasonable efforts will be made to honor the previously approved schedule.

Section 8. If possible, any employee applying for leave on a workday which occurs on a religious holiday associated with the religious faith of the employee will be granted such leave.

Section 9. Employers may approve accrued annual leave or leave without pay, to attend federally recognized conventions or meeting of employee organizations, provided reasonable advance notice is given to the Employer and workload conditions permit.

ARTICLE 15 SICK LEAVE

Section 1. The Employer agrees that employees shall earn up to 4 hours and be granted sick leave in accordance with applicable laws and regulations. The Union agrees to instill in employees an understanding and appreciation of the need to use sick leave only to cover absences due to incapacitation to perform their assigned duties, as well as the benefits and values that accrue to employees who accumulate large amounts of sick leave.

Section 2. Approval of accrued sick leave shall be granted to an employee when the employee:

- a. Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement.
- b. Is required to give care and attendance to a member of the immediate family or themselves, who(m) is afflicted with a contagious disease or would jeopardize the health of others by being present at the post of duty because of exposure to a contagious disease. Contagious disease is defined as a disease which presents such a danger to the health of others that the employee has been prescribed bed rest by a physician.
- c. Schedules medical, dental, or optical examination or treatment, when scheduling of such exam or treatment does not conflict with projected workload requirements.

Section 3. It is the responsibility of the employee to request sick leave when prevented from reporting to work because of incapacitating illness or injury. The employee shall do so by contacting the first or second line supervisor or the appropriate management official within the first two (2) hours of the employee's shift. An employee absent for more than one (1) day shall contact the supervisor each day, up to the 3rd day.

Section 4. Management has the right to obtain medical documentation for an absence of any duration. Employees will normally be required to support all absences of four (4) days or longer with appropriate medical documentation and may be required to provide medical documentation for lesser periods of time at management discretion.

Section 5. When an employee is suspected of abusing the sick leave privilege, the supervisor may issue official written notice (Leave Restriction) to the employee requiring a medical certificate for each absence from work allegedly due to incapacitation or medical appointment. In said cases the employee may request a union representative to discuss the restriction. In all such cases, the sick leave record of the employee concerned will be reviewed every three (3) months and if it is determined that a medical certificate is no longer required, the employee will be so notified in writing.

Section 6. All medical certificates covering sick leave absences will be submitted within fifteen (15) calendar days after returning to duty. If, after due diligence, the employee is unable to obtain the documentation within the fifteen (15) calendar day period, an additional fifteen (15) calendars may be granted to obtain the documentation. If the employee is unable to obtain the requested documentation after the expiration of the 30th calendar day, the employee is not entitled to sick leave.

Section 7. Employees who are released from duty because of injury or illness shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty, unless they have previously been given a letter requiring medical certification for each sick leave absence.

Section 8. Advance sick leave may be granted to an employee (with one year Federal service), not to exceed 240 hours, in accordance with applicable statutes and will be limited to cases of serious disability or ailments based on individual requests accompanied by a medical certificate submitted to the immediate supervisor for approval.

ARTICLE 16 FAMILY MEDICAL LEAVE ACT

Section 1. All employees in a continuing position who have completed 12 months of service as defined in DODI 1400.25–V1406 are entitled to up to a total of 12 consecutive workweeks or 480 hours. If used sporadically, employee must provide medical documentation for appointments, or for emergent use, the employee will need to notify their supervisor within 2 hours of their regular start time. Sick Leave, Annual Leave, Comp Time, or Leave without Pay (LWOP) may be used during any 12–month period for one or more of the following reasons:

- a. Birth of a child and the care of that child (within 12 months of the birth).
- b. Placement of a child with the employee for adoption or foster care (within 12 months of the placement).
- c. Care of a spouse, child, or parent, if such spouse, child, or parent has a serious health condition (as defined by 5 CFR 630.1202).
- d. A serious health condition (as defined by 5 CFR 630.1202) that makes the employee unable to perform the essential functions of the position.

Section 2. Any qualifying exigency arising out of the fact that the spouse or a son, daughter, or parent of the employee is on covered active duty (or has been notified on an impending call or order to covered active duty) in the Armed Forces in support of a contingency operation. Covered active duty means duty of a member of an Active Component of the Armed Forces during deployment to a foreign country, and duty of a member of a Reserve Component of the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 USC 101(a)(13)(B). A qualifying exigency leave may be for any of the following reasons:

- a. Short-notice deployment.
- b. Military event and related activities.
- c. Childcare and school activities.
- d. Financial and legal arrangements.
- e. Counseling.
- f. Rest and recuperation.
- g. Post-deployment activities.
- h. Additional activities to address other events which arise out of the military member's covered active duty or call to covered active duty status provided the employer and employee agree that such leave must qualify as an exigency, and agree to both the timing and duration of such leave.

Section 3. Under provisions of the Expanded Family Medical Leave Act, an employee may take up to 26 administrative workweeks of Family Medical Leave Act (FMLA) leave in a single 12–month period to care for a covered Service member undergoing medical treatment, recuperation, and/or therapy for a serious injury or illness. The term covered Service member includes an individual who is or has been a member of the Armed Forces, including the National Guard or Reserves, during the 5 years preceding the medical treatment, recuperation, or therapy. The term serious injury or illness includes, in certain circumstances, conditions that existed before the beginning of the

Service member's active duty that were aggravated by service in the line of duty on active duty in the Armed Forces. An eligible employee using FMLA leave under paragraph 5-2a and this paragraph is entitled to a combined total of FMLA leave up to 26 administrative workweeks during a single 12-month period.

Section 4. Regular employees may elect to substitute accrued or accumulated AL or SL for any part of the 12-week and/or 26-week FMLA period. However, SL may only be substituted where the use of SL is otherwise permitted by law or this regulation.

Section 5. All eligible employees will be entitled to return to duty upon completion of the FMLA period. Management may require fitness for duty certification if the leave was due to the serious health condition of the employee.

Section 6. The employee will provide a 30-day written notice, when possible, prior to the start date of the FMLA leave. A request for leave based upon medical conditions or qualifying exigency must be supported by certification issued by the health care provider of the employee, spouse, child, or parent of the employee, as appropriate. Managers or Supervisors may request certification on DOL Form WH-384 (Certification of Qualifying Exigency for Military Family Leave (Family and Medical Leave Act) (FMLA)).

Section 7. To request FMLA, the employee must submit the following forms thru their supervisor:

- a. WH-380-E (Certificate of Health Care Provider for Employee)
- b. WH-380-F (Certificate of Health Care Provider for Family Member)
- c. WH-381 (Notice of Eligibility, Rights, and Responsibilities)
- d. WH-382 (Designation/Approval or Disapproval Notice)
- e. WH-384 (Certificate of Qualifying Exigency for Military Family Leave)
- f. WH-385 (Certificate of Serious Injury or Illness of current Service member)

Section 8. The approving official for FMLA, is the Baltimore MEPS designated official.

ARTICLE 17 LEAVE WITHOUT PAY

Section 1. Employees may be granted leave without pay in accordance with applicable laws and regulations. The Employer agrees to consider granting leave without pay to employees selected, as appropriate. An employee on authorized leave without pay (LWOP) shall retain benefits and rights provided by applicable laws and regulations. The approving official for LWOP is the Baltimore MEPS Commander, or his/her designee.

ARTICLE 18 CONTRACTING OF WORK

Section 1. The Employer will notify the Union President or his/her designated representative if it becomes necessary to contract work normally performed by employees in the bargaining unit, which would affect the number of employees in the bargaining unit. Proposal to announce commercial activities cost studies will be provided the Union President or his/her designated representative prior to dispatch of correspondence to higher headquarters. Notification will be given as soon as possible after the necessity for contracting is known. The Employer agrees to abide by all laws, rules, and regulations of the Office of Personnel Management, Comptroller General, and the Office of Personnel Management and Budget with respect to any contract activity.

Section 2. Union officials and employees will be advised of commercial activity cost study time frames and will be encouraged to participate in development of appropriate performance work statements and provide input to management studies. Suggestions will be solicited for improvement of in-house organizations. Union participation does not extend to any part of the cost study, such as the terms and conditions of the solicitation or the in-house cost estimate.

Section 3. The Employer will insure that employees displaced as a result of conversion to contract performance will have the right of first refusal for employment openings on the contract in employment with the contractor within 90 days of separation are not entitled to severance pay. Other specified employment restrictions may apply as pertains to comparable employment with the contractor.

Section 4. Rationale for contracting of work in this category will be provided to the Union upon request. The Employer will provide the Union access to records pertaining to a specific contract, unless prohibited by law and/or regulations from higher authority. The Employer will, unless prohibited, provide copies of extracts of specific documents selected by the Union. Union views concerning contracting of work affecting the number of employees currently employed in the bargaining units will be evaluated by the Employer.

Section 5. When the Employer determines that bargaining unit work will be contracted out, the Employer will meet and confer with the Union concerning the impact on bargaining unit employees. This shall include, but is not limited to, specific procedures calling for reassignment, promotion, demotion, transfer, detail, special retirement, or other methods directed toward the benefit of employees affected directly, or indirectly, by the contracting.

ARTICLE 19 REDUCTION-IN FORCE

Section 1. The Employer agrees to notify the Union at the earliest permissible time subsequent to the determination that a reduction-in-force affecting employees in the bargaining units may be necessary. The Union may make its views and recommendations known concerning the implementation of such reduction-in-force action. The Employer agrees further that prior to the issuance of official notice to bargaining unit employees involved in such reduction-in-force action, the Union shall be notified of the number of bargaining unit employees and competitive levels affected, the date action is to be effective, and the reason for the reduction-in-force. The Union will render its assistance in communication to employees the reason for the reduction-in-force.

Section 2. In the event of a reduction-in-force, all bargaining unit vacancies allowed for fill will be used to the maximum extent feasible to place employees in continuing positions, who otherwise would be separated from the service. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 3. Any career or career-conditional employee separated by reduction-in-force action shall be placed on a reemployment priority list in accordance with applicable regulations. Such employees will be given preference re-hiring in permanent and temporary positions for which qualified, as provided in such rules and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. In the event a reduction-in-force is implemented, the bargaining unit employees affected and their representatives shall have the right to review their retention registers and registers of employees entitled to displace them. In addition, with the affected employee's consent and in his/her presence, the President, Chief Steward or appropriate steward shall have the right to review the employee's official personnel folder and other retention records and regulations bearing on his/her case in connection with formulating a reduction-in-force appeal. It is with the understanding that any documents containing information protected by the Privacy Act of 1974 and/or 5 CFR Part 297 cannot be released to the employee or the Union, or may only be released after such information has first been sanitized.

Section 5. The Employer agrees to seek reasonable alternatives to avoid or minimize a reduction-in-force through such means as reorganization, reassignment, transfer, position restructuring, voluntary attrition programs and outside placement assistance efforts. The Employer agrees to notify the Union when such alternatives have been approved for implementation.

Section 6. The Employer will conduct a cost-benefit study before conducting a reduction-in-force to determine whether it would be more cost effective to furlough or retrain employees.

Section 7. The Employer will, whenever possible, non-competitively return RIF'd employees to their former positions when the positions are vacated and are to be filled.

Section 8. The Employer will Consider RIF'd employees for Priority Placement if and when a qualified vacancy exists.

ARTICLE 20 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. A disciplinary action is any action taken by Management to correct an employee's deficiencies in conduct. Such actions may range from an admonishment through reprimand, suspension, reduction in grade or pay, to removal from the service.

a. An adverse action is an action which reduces an employee's basic pay or grade, which involuntarily places him or her in a non-pay, non-duty status for more than fourteen (14) calendar days, which separates him or her from the Federal Service, or which furloughs an employee without pay for thirty (30) days or less.

Section 2. Disciplinary and adverse actions will only be taken for just cause and will be in accordance with the terms of this agreement and governing law and regulations. Disciplinary and adverse actions will be taken in a reasonable period of time attendant to the circumstances of the individual case which is the basis for the action.

Section 3. At any meeting initiated by Management to examine an employee in connection with an investigation which the employee believes may result in disciplinary action being taken against that employee, the employee may request representation at the meeting by a Union representative.

Section 4. A notice of proposed disciplinary action which suspends or removes an employee or any proposed adverse action against an employee shall be in writing and shall inform the employee:

- a. Of the specific reasons for the proposed action;
- b. Of the name of the deciding official to whom the employee may respond;
- c. That the employee may answer orally and/or in writing and may submit affidavits, other written statements, and documentary evidence in support of that answer;
- d. That the employee may be represented by an AFGE representative or another representative of the employee's choosing, except in cases when the negotiated grievance procedure is utilized in which case only an AFGE representative may be used;
- e. That the employee shall be granted a reasonable amount of time to review and copy all material relied on to support the reasons in the proposal and to prepare an answer to the proposal;
- f. Of the date, as established in Chapter 75 of Title 5 Code of Federal Regulations, that the answer must be submitted to the deciding official, unless otherwise extended by the deciding official upon the request of the employee;
- g. That the employee has the right to consult with the servicing civilian personnel office

regarding the proposed action; and

h. That the employee will be provided a written decision within a reasonable timeframe of his or her reply.

Section 5. The written decision provided to the employee by the deciding official shall:

a. Give effect to, modify, or withdraw the proposed action but will in no case increase the severity of the action;

b. State the specific reasons supporting the decision; and

c. Inform the employee of his or her right to grieve the decision of the deciding official in accordance with the negotiated grievance procedure established by this agreement or appeal to the Merit Systems Protection Board as applicable.

Section 6. The Employer will provide the employee with an extra copy of the decision for submission to the Union.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1. The Employer and the Union agree that the purpose of this Article is to provide for an acceptable method of settling disagreement and/or disputes in a prompt and efficient manner. Grievances will be handled in such a manner that will be consistent with principles of good management by both parties. To accomplish this, the parties will make every effort to settle grievances at the lowest level of Management and the Union.

Section 2. This negotiated grievance procedure shall apply to matters of dissatisfaction regarding the interpretation, application or violation of law, regulation or this Agreement affecting conditions of employment of bargaining unit members, including disciplinary and adverse actions. It shall apply to any matter affecting the working conditions of bargaining unit employees.

a. The following issues are excluded from this grievance procedure:

- (1) A violation relating to prohibited political activities.
- (2) Retirement, life or health insurance.
- (3) A suspension or removal for national security reasons.
- (4) Any examination, certification or appointment.
- (5) Classification of positions which does not result in reduction in grade or pay.
- (6) Probationary employee actions.
- (7) Notice of proposed disciplinary or adverse actions.
- (8) Failure to adopt suggestions or granting of incentive or other awards.
- (9) Non-selection from a group of properly ranked and certified eligibles.
- (10) Decisions to conduct a reduction-in-force.
- (11) Decisions to require medical certification for medical inability to perform duties.

b. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or adverse action may at the employee's option raise the matter under a statutory appellate procedure or this grievance procedure, but not both.

c. For the purpose of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised his/her option under this section only, (1) when the employee files a timely notice of appeal under the appellate procedure, or (2) files an informal administrative EEO complaint or files a timely grievance in writing under the negotiated grievance procedure.

Section 3. A grievance may be undertaken by the Union, an employee or a group of employees. Only a Union representative may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union provided that the Union will be present at all discussions and the grievance process. Any written grievance must include the specific action grieved, an explanation of why the action is contrary to the agreement, law or regulation and the specific relief sought

Section 4. The following procedures are established for the resolution of grievances:

STEP 1. The grievance shall first be taken up by the grievant (and the Union representative if the employee elects to have one) with the immediate supervisor or the lowest management official with authority to render a decision. The informal grievance must be initiated within 15 workdays of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within 15 workdays of the date that the grievant became aware of the incident. A decision will be given to the grievant within 10 workdays after presentation of the grievance. Such decision will be in writing if not resolved and explained by the management representative. Failure of management to meet this deadline shall enable the Union to proceed with the grievance without awaiting for a decision beyond the deadline date. Failure of the Union/Grievant to proceed to the next appropriate step will result in cancellation of the grievance. Grievances of disciplinary and adverse actions will normally begin at Step 2.

STEP 2. If the grievant is dissatisfied with the decision given at Step 1, the grievance may be reduced to writing by the aggrieved and advanced to the next step as follows: Within 10 workdays after receipt of the written decision on the Step 1 or within 10 workdays after the date it should have been received, the grievance shall be presented by the aggrieved or his/her representative to the next level of supervision with authority to render a decision. The grievance shall be submitted with the written decision at Step 1, if received, attached. Upon receipt of the grievance, the Management Official shall within 10 workdays render a written decision.

STEP 3. If dissatisfied with the decision reached in Step 2 or if no decision is given, the grievant may within 10 workdays after receipt of the written decision or within 10 workdays after the date it should have been received, present the grievance to the appropriate Commander or his/her designated representative. Upon receipt of the grievance, the appropriate Commander, or his/her designee, will within 10 workdays render a written decision by completing the appropriate section of the Negotiated Grievance Form. Such decision and its basis shall be in writing. If the decision at this step is not satisfactory, the Union may proceed to binding arbitration in accordance with the Arbitration Article (Article XXII) of this Agreement.

Section 5. Grievances (Article XXI) between the Union and the Employer shall be submitted in writing to the appropriate Commander or his/her designated representative or the Union President or designated representative as the case may be, within 15 workdays of the date the grievant became aware of the grievance. The grievance shall contain the following:

- a. Statement setting forth facts upon which the grievance is based.

- b. Specific alleged violation.
- c. Remedial action sought.

The decision at this level will be given within 10 workdays of receipt of the grievance. If the decision is unsatisfactory to the grievant it may be submitted to arbitration in accordance with the Arbitration Article (Article XXII) of this Agreement

Section 6. If mutually agreed, the parties may extend all time limits in this Article.

Section 7. In the event either party should declare a grievance non-arbitrable, all such disputes may be referred to arbitration as a threshold issue.

ARTICLE 22 ARBITRATION

Section 1. Arbitration may be invoked by either party, but not by individual employees. Arbitration shall extend only to matters covered by the negotiated grievance procedures described in Article XXI, GRIEVANCE PROCEDURE, of this agreement.

Section 2. Within 10 workdays following the notice of intent to invoke arbitration pursuant to Article XXI, the Employer and the Union shall meet to attempt to select an arbitrator. If agreement cannot be reached, the Employer and the Union shall make a request, either jointly or unilaterally in writing, to the Federal Mediation and Conciliation Service to provide a list of 7 impartial individuals qualified to serve as arbitrators. The parties shall meet within 5 workdays following receipt of such list for the purpose of selecting an arbitrator. If the parties are unable to agree as to one of the recommended arbitrators, the following selection procedure shall apply:

- a. The Employer and the Union will each strike one arbitrator's name from the list and repeat this procedure until only one name remains. Determination of the first party to strike on arbitrator's name will be made by the flip of a coin. The remaining individual on the list shall be designated as the duly selected arbitrator.
- b. If the Employer or the Union refuses to participate in the selection of an arbitrator, the other party shall designate an arbitrator from a list provided by the Federal Mediation Conciliation Service. Such designation shall be final and binding upon parties.
- c. The grieving party may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 3. The arbitrator's fee and all other expenses resulting from the Arbitration, including but not limited to, per diem, facilities, transportation, and transcription services shall be borne equally by the Employer and the Union, provided such costs to the Government do not exceed those authorized by applicable laws and regulations. The arbitration hearing shall be held at Fort George G. Meade. All participants, if employees, in the hearing shall be in a duty status. No overtime or compensatory time will be granted.

Section 4. The arbitrator shall be requested, in all cases, to render his/her decision as expeditiously as possible after the conclusion of the hearing.

Section 5. The arbitration award shall be restricted in that the arbitrator shall have no power to add to, subtract from, disregard, or modify any of the terms of this agreement. The arbitrator shall have authority to resolve any questions of arbitrability as a threshold issue. Representatives of the Employer and the Union shall meet not less than 15 calendar days prior to the date for an arbitration hearing. The issue of question to be arbitrated will be framed at the meeting and put into writing and signed by both parties.

Only the issues raised during the grievance procedure will be considered at the pre-

arbitration meeting. The parties agree that only witnesses who have a direct knowledge of the circumstance and factors bearing on the case should be called. Both parties agree to exchange the list of witnesses and exhibits to be offered not later than 3 full working days prior to the hearing. Either party may interview the witnesses to be called by either party with their representative present. Witnesses who are not Employees of the Department of the Army, called by the Union, will not be entitled to reimbursement for expense from the Employer.

Section 6. The decision of the arbitrator shall be final, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, in accordance with the procedure specified by the Authority.

Section 7. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 8. In the event that one of the parties cancels the arbitration without mutual consent of the other party, the party that cancels will pay any charges the arbitrator may impose for cancellation. However, if the cancellation was made by mutual consent of both Employer and Union and there is a charge by the arbitrator, then both parties will pay an equal share of the charge.

ARTICLE 23 OFFICIAL TIME

Section 1. It is agreed that the determination as to what constitutes a reasonable amount of time will be made on a case by case basis. The use of official time will be permitted for one Union official at a time for each complaint or grievance. The use of official time will be approved by the Union official's immediate supervisor. Such permission will be granted in the absence of compelling circumstances to the contrary. In the event that the time requested is not reasonable due to compelling circumstances, the supervisor will provide, within 24 hours, a time the steward can be released.

Section 2. The Employer agrees that the steward, after having obtained permission from his/her supervisor as shown on Appendix A (Sample Format) - (Union Representatives Use of Official Time) shall be allowed to leave his/her worksite to bring about a prompt and expeditious disposition of a grievance or complaint. Each steward upon his/her return from his/her representational duties will complete the official time form and present two copies to his/her supervisor.

Section 3. Official time will be granted to employees who are Union officials and/or Stewards for the purpose of attending AFGE sponsored training or other Labor-Management training, provided the subject matter of such training is of mutual concern to the Employer and the Union. Total official time for this purpose will not exceed forty (40) hours per year. A written request for official time will be submitted at least thirty (30) days in advance by the employee. The request will contain information about the duration, purpose, and nature of training. Official time for this purpose will not exceed forty (40) hours for any one employee within a twelve (12) month period. The Employer will exercise a liberal annual leave policy for training requests in excess of these established time frames.

ARTICLE 24 BULLETIN BOARD

Section 1. The Employer agrees to provide a designated space on one bulletin board in each staff office or major separate activity thereof, within bargaining units for the posting of Union notices, and informational material. The Union shall be responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion acceptable to the Employer. Information such as brochures, flyers, notices, and other publications by the Union National Office shall not require prior approval before posting. Any publications of the local Union bearing on interpretation of regulations shall require prior approval of the Civilian Personnel Office. The Union agrees to comply with governing laws and regulations, and will insure that posted materials do not contain scurrilous or libelous material.

Section 2. The Union may submit for publication in the unofficial section of the Weekly Bulletin notices of monthly and special meetings, functions or events.

Section 3. The Employer agrees that enveloped communications between Union officials may be delivered through the post distribution system provided that the material meets the criteria of applicable regulations.

Section 4. The Employer agrees to furnish the Union a copy of new or revised local regulations pertaining to personnel matters and working conditions and Civilian Personnel Bulletins. The Employer agrees to provide the Union access to Agency and Government-wide regulations currently in effect concerning personnel policies, practices, procedures and working conditions.

ARTICLE 25 PARTNERSHIP FORUMS

Section 1. The AFGE Representative and/or MEPS Steward will meet with the MEPS Commander (or his/her designee) and/or the Labor Relations Officer quarterly and when necessary by mutual agreement. It is the intent of the parties that the principle attendees of such meetings shall be the Union representative and the Agency representative. Such meetings normally will be held the first Wednesday (except holidays) of the meeting month (first month of each quarter: October, January, April and July). An agenda will be prepared by either party and submitted to the other no later than Friday preceding the meeting date. In the absence of a proposed agenda there shall be no requirement to meet. Responses to questions posed by either party, which are not answered during the course of the meeting, shall be made to the inquiring party in writing. Such response shall be made no later than ten (10) work days following the meeting unless additional time is necessary to respond.

ARTICLE 26 MID TERM BARGAINING

Section 1. Either party may request modification of the agreement by notifying the other in writing that a conference is desired for that purpose. The notice shall state the nature of the revision desired and may be given not later than one hundred eighty (180) calendar days prior to the termination date of this agreement. With this notice, the requesting party will also provide the other party with written proposals concerning the desired modifications. Discussion will be limited to those issues for which written proposals have been received. The conference shall be convened within thirty (30) calendar days of the date of receipt of such notice. Management and the Union agree to include the concept of "Appropriate Arrangements" in all mid-term bargaining.

Section 2. Within a reasonable time after the enactment of any new law which requires changes to the provisions of this agreement, either party may request modification of this agreement. It is the intent of the parties that a reasonable time shall be within sixty (60) days of the enactment of the law to the extent the parties become aware of the need for the change by that date. With that knowledge, the parties will meet and negotiate such required changes.

Section 3. Amendments and supplements to this agreement, when becoming effective, shall merge with the terms of this agreement and become an integral part of the agreement. They shall remain in full force and effect for the remaining effective life of this agreement.

ARTICLE 27 IMPACT AND IMPLEMENTATION NEGOTIATIONS

Section 1. The Employer and Union agree that changes in personnel policies, practices or procedures which affect working conditions of bargaining unit employees are negotiable except for the implementation of law and government-wide regulations.

Section 2. The Employer shall notify the Union prior to the implementation date of such change. The Union will be provided the opportunity to request bargaining, if appropriate, within 10 workdays of the Union's receipt of the notice.

ARTICLE 28 REASONABLE ACCOMMODATIONS

Section 1. Federal agencies are required by law to provide Reasonable Accommodation (RA) to qualified employees with disabilities. The Federal Government may provide you with a Reasonable Accommodation based on appropriate requests.

Section 2. Reasonable Accommodations can apply to the duties of the job and/or where and how job tasks are performed. The accommodation should make it easier for the employee to successfully perform the duties of the position. Examples of Reasonable Accommodations include providing interpreters, readers, or other personal assistance; modifying job duties; providing flexible work schedules, temporary details (up to 120 days), permanent reassignments, restructuring work sites, and providing accessible technology or other workplace adaptive equipment.

Section 3. To request for Reasonable Accommodations, an employee must comply with the following procedures:

- a. Must complete a Reasonable Accommodation Appendix B form, and submit along with appropriate medical documentation to their Supervisor.
- b. The Supervisor will then submit the Appendix B to the USMEPCOM EEO/Disability Program Manager, to assign a Log Number.
- c. Once the Log Number is assigned, the USMEPCOM EEO/Disability Program Manager will return the Appendix B to the Supervisor.
- d. The Supervisor will then submit the RA Request to the Baltimore MEPS designated official for approval or disapproval.
- e. The Reasonable Accommodation Team (RAT) will meet to discuss the appropriate action and/or options.
- f. The Baltimore MEPS designated official will inform the employee of their decision.
- g. All disapprovals must be reviewed by USMEPCOM SJA.
- h. If the employee who requested RA, and subsequently is denied or otherwise not granted RA by the agency, said employee has a right subject to the appropriate time frame (45 days), may invoke their right to file an EEO Complaint.

ARTICLE 29 GENERAL NEGOTIATION AGREEMENT PROCEDURES

Section 1. When either party requests negotiation in writing under the provisions of this article, the following procedures will govern negotiations:

- a. Management will determine the number of members on its bargaining team, and the Union shall be entitled to have an equal number on official time.
- b. Provided they are already in a duty status, employee members of the Union negotiating team shall be entitled to official time while negotiating if they are members of the Baltimore MEPS bargaining unit and provided that doing so would not result in the payment of overtime, compensatory time, or other premium pay to the employee.
- c. If the parties reach an impasse, either may seek the service of the Federal Mediation and Conciliation Service. When such mediation does not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel. After bargaining in good faith to a bonafide impasse, regardless of whether the services of the Impasses Panel are timely invoked, Management will implement their proposed change without unreasonable delay in order to comply with law or when such delay will adversely affect mission accomplishment.

ARTICLE 30 DURATION OF AGREEMENT

Section 1. This agreement shall become effective on the date of approval by the Defense Civilian Personnel Advisory Service or on the thirty first (31st) day after signature by the Commander if approval or disapproval has not been given by the Defense Civilian Personnel Advisory Service. This agreement will remain in full force and effect for three (3) years from its effective date.

Section 2. This agreement shall be automatically renewed for one three (3) year period unless either party gives written notice to the other not more than one hundred five (105) calendar days or less than sixty (60) calendar days prior to the expiration date of this agreement of its intention to renegotiate this agreement.

Executed this 31st day of August, two thousand and sixteen at Fort George Meade, Maryland.