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## **PREAMBLE**

In accordance with Chapter 71 of Title 5 United States Code (USC), hereafter referred to as the STATUTE, and subject to all applicable STATUTES and regulations, the following articles constitute an AGREEMENT by and between the U.S. Department of Army, Fort Eustis, Virginia (as identified in Article 1), hereinafter referred to as the EMPLOYER and the National Association of Independent Labor, Local 11, hereinafter referred to as the UNION. Together, these entities are referenced throughout this document as the PARTIES.

WHEREAS, it is the intent and purpose of the PARTIES to promote the efficient and effective administration of the EMPLOYER, the Federal Service, and the well-being of employees, to establish a basic understanding relative to the conditions of employment of employees within the meaning of the STATUTE, and to provide the means of amicable discussion and adjustment of matters of mutual interest to the PARTIES.

Wherever the personal pronouns, “he,” “him,” or “his” are used in this AGREEMENT, they shall be construed as neutral in gender, that is, as meaning both “he and she,” “him and her,” or “his and hers.”

NOW, therefore, the PARTIES agree hereto as follows:

## WITNESSETH

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

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

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the PARTIES.

NOW, THEREFORE, the PARTIES agree hereto, as follows

**ARTICLE 1**  
**RECOGNITION AND UNIT DESIGNATION**

**Section 1.** The EMPLOYER shall recognize the UNION as the exclusive bargaining representative for all employees included within the recognized bargaining unit.

**Section 2.** The recognized bargaining unit is comprised of all:

**Professional and Non-professional Employees of**

U.S. Army Medical Department Activity (MEDDAC), Fort Eustis, Virginia;

128<sup>th</sup> Aviation Brigade, U.S. Army Aviation Center of Excellence, Fort Eustis, Virginia;

Combined Arms Support Command - Sustainment Center of Excellence CASCOM-SCOE, U.S. Army Transportation School, Maritime Intermodal Training Department, Fort Eustis, Virginia;

Installation Management Command-Army Support Activity (ASA), Fort Eustis, Virginia; and

Installation Management Command, IMCOM Directorate-Training, Fort Eustis, Virginia.

**All Non-Professional Employees of**

U.S. Army Dental Activity (DENTAC), Fort Eustis, Virginia;

U.S. Army Public Health Command, Southern Virginia Veterinary Service Support District (SVVSSD), Fort Eustis, Virginia;

Mission Installation Command, Contracting Command-Office (MICC) Fort Eustis, Virginia;

Fleet Management Expanded (FMX) Tank and Automotive and Armaments Command 406<sup>TH</sup> (TACOM), Fort Eustis, Virginia;

USA Tank Automotive & Armament Command, Watercraft Inspection Branch, Fort Eustis, Virginia;

U.S. Army Sustainment Command, 406<sup>th</sup> Army Field Support Brigade, Logistics Readiness Center, Joint Base Langley Eustis, Fort Eustis, Virginia; and

Combined Arms Support Command - Sustainment Center of Excellence (CASCOM-SCOE), Staff Judge Advocate, Fort Eustis, Virginia.

The above includes those employees assigned to these activities who are located at other locations.

**Section 3.** The following employees are excluded from the bargaining unit described in Section 2 and from the coverage of this AGREEMENT:

- a. Any management official or supervisor;
- b. A confidential employee;
- c. An employee engaged in personnel work in other than a purely clerical capacity;
- d. An employee engaged in administering the provisions of this AGREEMENT;
- e. Professional employees unless otherwise included above;
- f. Any employee engaged in intelligence, counter-intelligence, investigative or security work which directly affects national security; or
- g. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by the 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.

## ARTICLE 2

### PROVISIONS OF LAWS AND REGULATIONS

**Section 1.** In the administration of all matters covered by this AGREEMENT, the EMPLOYER, the UNION and Employees are governed by existing and future laws, executive orders and regulations of appropriate Government-wide authorities; by published agency policies and regulations in existence at the time this AGREEMENT is approved, and subsequently published agency policies and regulations required by law or by regulations of appropriate Government-wide authorities.

**Section 2.** The EMPLOYER will provide the UNION future agency policies that have an impact on the bargaining unit.

**Section 3.** The fact that the UNION agrees to published agency policies and regulations at the time this Agreement is approved does not preclude the Union from requesting to meet and negotiate on impact and implementation or substantive bargaining of any agency policy and regulation

## **ARTICLE 3**

### **DEFINITIONS**

**AR** Army Regulation.

**Administrative Workweek** Is established as the 7-day calendar week beginning at 0001 Sunday and ending at 2400 Saturday.

**Alternative Dispute Resolution** Procedure used in lieu of adjudication to resolve issues of controversy such as grievance mediation.

**Adverse Actions** An Adverse action is defined as a removal, a suspension for more than 14 calendar days, a reduction in grade, a reduction in pay, or a furlough of 30 calendar days or less.

**Alternative Work Schedule AWS** A flexible or compressed schedule.

**Arbitration** The process by which the PARTIES to a dispute submit their differences to the judgment of an impartial person.

**Basic Workweek** The basic workweek for full-time employees is defined as Monday through Friday, eight hours per workday, 40 hours per week, and results in 80 hours per pay period except for employees working a compressed schedule.

**CFR** Code of Federal Regulations.

**CSRA** Civil Service Reform Act of 1978.

**Collective Bargaining** The performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good faith effort to reach an AGREEMENT with respect to the conditions of employment affecting such employees and to execute a written document incorporating any collective bargaining AGREEMENT reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

**Compressed Work Schedule CWS** A fixed work schedule that enables a full-time employee to complete the basic 80 hour bi-weekly work requirement in less than 10 work days.

**Conditions of Employment** Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, as defined by law.

**Consultation** The exchange of ideas or presentation of views regarding policies, programs, and procedures related to working conditions of members of the Unit which are within the authority of the EMPLOYER for the purpose of obtaining UNION views prior to taking final action. This definition does not compel either party to agree to a proposal or make a concession.

**Core Hours** The time periods during the work day, work week or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the agency to be present for work or on authorized absence.

**Days** All references to days mean calendar days unless otherwise stated.

**Detail** Temporary assignment of an employee to a different position or a set of duties for a specified period, with the employee returning to his regular duties at the end of the detail.

**Disciplinary Actions** A disciplinary action may be formal or informal to correct specific employee deficiencies. See Article 40.

**EEO** Equal Employment Opportunity.

**Employee** Personnel who are designated as Bargaining Unit employees. See Article 1.

**Federal Labor Relations Authority FLRA or AUTHORITY** An independent agency charged in 5 USC, Section 7104, with among other things determining appropriate bargaining units, resolving issues related to bargaining in good faith, conducting hearings and resolving complaints of Unfair Labor Practices ULP, resolving exceptions to arbitrator's awards, and otherwise administering the STATUTE.

**Federal Mediation and Conciliation Service FMCS** An independent agency which provides services and assistance to agencies and exclusive representatives in the resolution of negotiation issues, including mediation services, and provides lists of qualified arbitrators.

**Federal Service Labor-Management Relations Statute STATUTE** 5 USC, Chapter 71.

**Federal Services Impasses Panel FSIP** An entity within FLRA charged in 5 USC, Section 7119, of the STATUTE with providing service and assistance to agencies and exclusive representatives in resolving negotiation issues/impasses.

**Flexible Work Schedule:** A work schedule consisting of ten (10) workdays (Monday through Friday), eight (8) hours each within the biweekly pay period, with fixed starting and ending times and core hours.

**Gender:** A subgrouping of employees by sex and normally refers to the practice of describing policies as affecting either sex equally unless specifically described otherwise. A policy which refers to “he” applies to either male or female employees.

**Grievance:** Any complaint by a unit employee concerning any matter relating to the employment of the employee; by the UNION concerning any matter relating to the employment of the employee; or by a unit employee, the UNION, or the EMPLOYER concerning: the effect or interpretation or a claim of breach of this collective bargaining AGREEMENT; or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

**Impact and Implementation (I&I):** Negotiation of the procedures management officials will observe in exercising their authority and appropriate arrangements for employees adversely affected by the exercise of such authority.

**Management Official:** An individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine or influence agency policies.

**Medical Flexiplace:** A program designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned work site.

**Midterm Negotiations:** Negotiations between PARTIES during the life of the AGREEMENT.

**Merit Systems Protection Board (MSPB):** The Government agency that operates like a court; created to ensure that all Federal government agencies follow Federal merit systems practices by adjudicating Federal employee appeals of agency personnel actions; conducting special reviews and studies of Federal merit systems. The Board consists of three member whom are appointed by the President of the United States and confirmed by the Senate for a seven year term.

**Mediation:** A process in which a third party assists in the attempt to reach a settlement or compromise between disputing PARTIES.

**Mediator:** A third party from the Federal Mediation and Conciliation Service (FMCS) which assists in mediation.

**Mission Essential:** An employee who is required to work when others are not in order to maintain essential installation services to include but not all inclusive, the health and safety of individuals.

**Negotiations:** Bargaining between the EMPLOYER and the UNION with the objective of reaching formal written AGREEMENT with respect to personnel policies and

practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

**Official Time:** The term used throughout the Federal Government to refer to the time used by a UNION representative to represent the UNION or a bargaining unit employee while still being paid by the Agency as authorized by 5 USC, Section 7131.

**Performance Improvement Plan (PIP):** A written plan providing guidance to assist employees in improving unacceptable performance.

**Reduction in Force (RIF):** The release of an employee from a competitive level by separation, demotion, furlough for more than 30 consecutive calendar days or 22 workdays within one (1) year from the first day that furlough is to be affected, or reassignment requiring displacement for non-disciplinary reasons.

**Reorganization:** The planned elimination, addition, or redistribution of functions or duties in an organization.

**Seniority:** Service Computation Date (SCD) for leave purposes.

**Supervisor:** An individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

**Temporary Promotion:** Temporary assignment of an employee, with pay, to a higher graded position for a specified period of time, with the employee returning to his regular duties at the end of the temporary promotion.

**Transfer of Function:** The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas; except when the function involved is virtually identical to functions already being performed in the other competitive area(s); or, the movement of the competitive area in which the function is performed to another local commuting area.

**Unfair Labor Practice (ULP):** A ULP is conduct by agencies or unions that violates rights that the STATUTE protects or rules that it establishes. See 5 USC 7116.

**USC:** United States Code.

**ARTICLE 4**  
**EMPLOYER RIGHTS**

**Section 1.** Subject to Section 2 of this Article, nothing in this AGREEMENT shall affect the authority of any management official of the EMPLOYER --

a. To determine the mission, budget, organization, number of employees, and internal security practices of the EMPLOYER; 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 EMPLOYER's operations shall be conducted;

(3) With respect to filling positions, to select for appointments from:

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

(b) Any other appropriate source;

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

**Section 2.** Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating-

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

Procedures which management officials of the EMPLOYER observe in exercising any authority under this Article; or

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

## ARTICLE 5

### EMPLOYEE RIGHTS AND OBLIGATIONS

**Section 1.** Each employee has the right to join, freely and without fear of penalty or reprisal to form, join, and assist the UNION or to refrain from such activity. The freedom of such employees to assist the UNION shall be recognized as extending to participating in the management of the UNION and acting for the UNION in the capacity of a UNION officer or steward.

**Section 2.** The EMPLOYER agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the EMPLOYER.

**Section 3.** Nothing in this 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 deduction.

**Section 4.** The EMPLOYER and the UNION agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, encourages common courtesy, assures fair and equitable treatment of employees, and maintains high standards of employee performance.

**Section 5.** Nothing in this AGREEMENT precludes any employee of the bargaining unit, regardless of UNION membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this AGREEMENT.

**Section 6.** Pursuant to 5 USC 7114(a)(2)(B) (Weingarten Rights) an employee has the right to be represented by the UNION at any examination by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. The right to representation does not extend to routine work assignment discussions, routine counseling sessions, or performance evaluations between the employee and the supervisor.

**Section 7.** Prior to the commencement of an investigatory examination the employee will be informed of the purpose of the examination.

**Section 8.** Employees have the freedom to exercise any right of appeal granted by law, rule, regulation, or this AGREEMENT without fear of reprisal.

**Section 9.** Employees are encouraged to bring violations of law, policy and/or regulation to the EMPLOYER's attention.

**Section 10.** An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees.

**Section 11.** The employee has the right to confer with the UNION during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a UNION representative will make the request for time to his immediate supervisor prior to leaving his work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary.

**ARTICLE 6**  
**UNION RIGHTS AND OBLIGATIONS**

**Section 1.** Consistent with 5 USC, Chapter 71, the UNION is entitled to act for and represent the interests of all employees of the Unit, collectively or individually, described in Article 1 of this AGREEMENT.

**Section 2.** The UNION shall accept as members and negotiate AGREEMENTS covering all employees in the unit and shall be obliged to represent the interests of all such employees without discrimination and without regard to UNION membership in matters covered by the AGREEMENT.

**Section 3.** The UNION will be given the opportunity to be present at any formal discussion between a representative of the EMPLOYER and one or more employees in the unit concerning any grievance or any personnel policy or practice, or other condition of employment. Further, the UNION will be given the opportunity to be present at any examination of an employee in the 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 against the employee; and
- b. The employee requests representation.

**Section 4.** The UNION will encourage employees to maintain effective supervisor and employee communications.

**Section 5.** Designated UNION Officials who are bargaining unit employees will be granted official time to conduct representational activities authorized by the STATUTE and this AGREEMENT. Official time will not be used for internal UNION business.

**Section 6.** The EMPLOYER agrees to include a UNION check-in process at the unit of assignment for all new UNION employees. A UNION representative may be present during orientation. The EMPLOYER will advise the UNION of orientation sessions.

**ARTICLE 7**  
**UNION REPRESENTATION**

**Section 1.** The EMPLOYER agrees to grant reasonable official time to UNION Officers and Stewards in accordance with this Article to perform representational activities provided for by the terms of this Agreement.

**Section 2.** The UNION reserves the right to elect or appoint its Officers and Stewards. For the purpose of official time, the EMPLOYER shall recognize the following Officers and Stewards:

a. President, Executive Vice-President, and Chief Steward.

b. Stewards: The number of Stewards shall be the number required to provide reasonable access to a steward by any unit employee. With the exception of the Chief Steward, the UNION agrees to limit Steward Assignments to the organization where the Steward is employed. It is understood that the UNION shall properly orient and indoctrinate Stewards with respect to the Labor Relations STATUTE as well as the provisions of this Agreement.

**Section 3.** The UNION shall keep the EMPLOYER advised at all times, in writing, whenever changes occur in the assignment of its Officers and Stewards (additions and/or deletions). No employee shall be recognized by the EMPLOYER as an Officer or Steward until his name has been provided to the EMPLOYER in writing.

**Section 4. Official Time:**

a. The UNION President shall be granted forty (40) hours per pay period, the Executive Vice-President shall be granted twenty (20) hours per pay period, and the Chief Steward granted twenty-four (24) hours per pay period to perform the following representational duties concerning bargaining units covered by this Agreement.

(1) To prepare for and attend meetings with the EMPLOYER.

(2) To investigate, prepare and present employee grievances.

(3) To investigate, prepare and present UNION grievances.

(4) To receive, investigate and prepare responses to EMPLOYER grievances.

(5) To represent unit employees in disciplinary and adverse action proceedings.

(6) To participate in periodic UNION/EMPLOYER meetings, panels, and committee meetings.

(7) To represent employees during investigatory meetings when requested by the employee.

(8) To prepare for third party proceedings.

(9) To participate in third party proceedings in a representational or witness capacity.

(10) For administration of this Agreement.

b. The President, Executive Vice-President and Chief Steward shall be granted additional official time in addition to time granted under Subsection 4.a., above, to conduct the following activities for bargaining units covered by this Agreement.

(1) Negotiations within the meaning of 5 U.S.C. 7131 (a).

(2) Participation in proceedings of the Federal Labor Relations Authority within the meaning of 5 U.S.C. 7131(c).

(3) Participation in a representational capacity in third-party proceedings.

c. Other Officers and Stewards shall be granted reasonable official time for representational duties described in Sections 4.a. and 4.b., above, for bargaining units covered by this Agreement.

d. Unless otherwise agreed between the PARTIES, official time shall be permitted for only one UNION Officer or Steward at any one time for any meeting with the EMPLOYER concerning the representation duties listed in Section 4.a., above.

#### **Section 5. Scheduling Official Time:**

a. The President, Executive Vice-President, and Chief Steward shall schedule the official time in Section 4.a. above, in advance with their immediate supervisors. Scheduling disputes shall be resolved by their second line supervisor, or if not resolved, shall be referred to the Labor Relations Officer.

b. UNION officials shall request other official time, Section 4.b. and 4.c. above, prior to leaving their work areas, by submitting a "Request to Leave Assigned Work Area to Perform Representation Duties form (See APPENDIX A). The EMPLOYER shall provide the form at the time permission is sought to perform representation duties. The Officer or Steward shall complete the form after returning to his work area and shall return it to his immediate supervisor, who shall forward a copy to the Labor Relations Office with a copy for the requesting Officer or Steward. If the immediate supervisor is not available at any stage of this process, the next level supervisor is the designated representative of the EMPLOYER.

c. Scheduling under Section 4.a. above, and permission by the EMPLOYER for a UNION Officer or Steward of the unit to conduct UNION-MANAGEMENT business under Section 4.b., above, shall depend on workload requirements. Official time scheduled under Section 4.a., above, shall not be withdrawn except for workload emergencies for which alternative employees are not available. Before official time is denied, the supervisor shall consult with the Labor Relations Officer. An explanation

and alternate time shall be provided if any official time request is denied. Official time shall not be accrued or carried over from pay period to pay period, except if scheduled official time is withdrawn due to a workload emergency.

**Section 6.** If a UNION officer or Steward of the unit enters another work area, he shall obtain the supervisor's permission first, prior to conducting UNION-EMPLOYER business.

**Section 7.** It is agreed that activities concerned with internal management of the UNION shall be performed during the non-duty hours of the UNION Officers and Stewards and employees concerned. Such activities include, but are not limited to the solicitation of membership, collection of dues, distribution of literature, campaigning for UNION Officers and conducting elections for UNION Officers.

**Section 8.** The EMPLOYER agrees that authorized representatives of the NAIL shall be allowed to visit the Installation at reasonable times on appropriate UNION business. The UNION agrees to give advance notice of such visits to the Labor Relation Office, except for visits to the UNION office to meet solely with UNION officials on internal UNION business.

## **ARTICLE 8**

### **NEGOTIATIONS**

**Section 1.** It is agreed that the EMPLOYER shall negotiate with the UNION on all proposed changes in conditions of employment. It is understood that the EMPLOYER in this context means a representative with delegated authority to speak for the Commander.

**Section 2.** Negotiation is defined as collective bargaining between the EMPLOYER and the UNION with the objective of reaching formal written AGREEMENT with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

**Section 3.** Procedures for Bargaining. The following procedures for bargaining will be followed unless otherwise agreed to by the PARTIES.

a. The EMPLOYER agrees to notify the UNION President in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The UNION shall have ten (10) work days from the date of notification to request bargaining in writing. A meeting will be held at a mutually agreeable time and place within ten (10) work days to discuss the proposed change. After conclusion of the meeting and upon receipt by the UNION of any requested information the UNION will have ten (10) work days to forward written proposals to the EMPLOYER.

c. If the UNION does not request bargaining within the time limit, the EMPLOYER may implement the proposed change(s).

d. Bargaining will normally commence within ten (10) work days, after submission of UNION proposals, unless otherwise agreed upon by the PARTIES.

e. The EMPLOYER shall have ten (10) work days from the date of receipt of UNION initiated proposed change to conditions of employment to request in writing a meeting to discuss the proposed change. PARTIES will meet at a mutually agreeable time and place within ten (10) work days. After conclusion of the meeting the EMPLOYER will have ten (10) work days to forward written proposals to the UNION.

**Section 4.** It is recognized that this AGREEMENT is not all inclusive, and the fact that certain working conditions have not been specifically covered in the AGREEMENT does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory

solutions to matters related to policies, practices, procedures and conditions of employment not covered by this AGREEMENT.

**Section 5.** Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the Federal Labor Relations Authority.

## ARTICLE 9

### PAYROLL WITHHOLDING OF UNION DUES

**Section 1.** An employee who is a member in good standing of the UNION may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

a. The employee receives an established amount of pay that is sufficient after legal deductions and other authorized allotments to cover the full amount of the allotment for the established dues.

b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.

c. The employee is included in the unit for which exclusive recognition has been granted.

**Section 2.**

a. The UNION agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The President of the UNION is designated to receive completed forms, to enter the correct amount of the regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the UNION. He will then complete the required request for certification and submit the forms for processing. The Personnel Office will certify UNION membership eligibility, and the Customer Service Representative (CSR) will electronically transact withholding with the servicing payroll office retaining the SF-1187 as documentation.

b. Allotments authorized on properly completed and certified forms which are received by the EMPLOYER will be processed in an expedient manner.

**Section 3.** The EMPLOYER will withhold the amount of regular dues set by the UNION from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the UNION will notify the EMPLOYER in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

**Section 4.** The EMPLOYER will terminate an allotment:

a. At the end of the pay period following notification of loss of exclusive recognition by the UNION.

b. At the end of the pay period during which an employee separates from the unit or moves to a position not included within the unit of recognition.

c. At the first complete pay period after written notification is received from the UNION that an employee is no longer a member in good standing in the UNION.

d. Upon receipt of a properly completed SF-1188 (Revocation Form), at the beginning of the first pay period one calendar year after the employee's dues have been withheld (5 USC 7115), or if the allotment is not revoked at the end of the first year it has been in effect, any revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received by the EMPLOYER prior to September 1. Employees desiring to submit a revocation form (SF-1188) must submit the completed form during the 6 weeks prior to the revocation period to the EMPLOYER. A copy of these forms will be provided to the local UNION.

**Section 5.** The SF-1188 is maintained electronically on the U.S. General Services Administration [www.GSA.gov](http://www.GSA.gov) website.

**Section 6.** Remitting the Amount withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount of dues withheld from employee salaries and forwarded to the designated NAIL bank account. The UNION will be provided a report of the employee members designated by their UNION local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld and the net balance remitted. Also identified will be those employees whose pay is not sufficient to cover the full amount of the deductions and whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be provided to the Local.

## ARTICLE 10

### INFORMATION AND UNIT MEMBERSHIP LISTS

**Section 1.** The EMPLOYER, at the request of the UNION, but not more than twice a year, will furnish the UNION with a list of names, work site mailing addresses, series, grades, organizational codes and duty stations of all employees in the bargaining unit. This information, which will be furnished within fifteen calendar days after the written request is received, will be used in conjunction with administering this AGREEMENT and for membership solicitation purposes.

**Section 2.** The UNION will be provided a copy of position organization charts and changes thereto.

**Section 3.** The EMPLOYER agrees to make its rules, regulations, and policies available to employees. The EMPLOYER will make a reasonable effort to bring specific instructions or policies relevant to an employee's particular job to his or her attention.

**ARTICLE 11**  
**UNION OFFICE SPACE**

**Section 1.** The EMPLOYER will provide the UNION a private, lockable office space not less than twelve hundred (1200) square feet, office furniture, utilities, and a telephone with long distance access at no cost to the UNION. The EMPLOYER will furnish the UNION, on a loan basis, desks, copier, computer (with email access), and printer for use in the space provided. Such other office furniture and equipment as the UNION requests for use in the space provided may be furnished on a loan basis, if available from existing stocks over the EMPLOYER's local requirements. The space, utilities, furniture and equipment furnished will be used by the UNION only in the conduct of business specifically authorized by this AGREEMENT and the EMPLOYER.

**Section 2.** UNION representatives will be authorized to use existing computer, telephone, fax machine, and copy machines to conduct UNION representational duties.

## ARTICLE 12

### UNION TRAINING SESSIONS

**Section 1.** Each recognized UNION Officer will be authorized 24 hours administrative leave and each UNION Steward will be authorized 16 hours administrative leave within a calendar year to attend training within the scope of the STATUTE provided the subject matter of such training is of mutual concern to the EMPLOYER.

**Section 2.** The UNION shall submit in writing to the CPAC for coordination with each Commander/Director or designee under whose Command the representative(s) fall, normally at least fourteen (14) calendar days in advance, any request for administrative leave. The request will include the following information: Name(s) of representative(s); date; time; place of training or orientation sessions; agenda with subject matter to be covered.

**Section 3.** The Commander/Director or designee will render a written decision normally within seven (7) calendar days of the request. After completion of the training, the UNION will provide the Commander/Director or designee a listing of employees who actually attended the training, and the number of hours of administrative leave used by each.

**Section 4.** The UNION will be permitted to use available EMPLOYER-owned projectors and training aids when conducting UNION sponsored training sessions.

## **ARTICLE 13**

### **PUBLICITY**

**Section 1.** The UNION shall be allowed no less than 18” x 22” of existing space on an official bulletin board located in buildings where members of the unit are employed to put up their notices and informational bulletins/letters.

**Section 2.** Literature posted must not violate any law or regulation or the security of the EMPLOYER, or contain scurrilous or libelous material.

**Section 3.** E-Mail and Interoffice Mail System. The UNION and its representatives may use the E-mail and the interoffice mail system for regular representation communications (e.g., grievances, correspondence or memos).

**Section 4.** Membership Drives. The EMPLOYER agrees to provide adequate facilities for membership drives at location that will provide access to unit employees during lunch periods and before or after duty hours. Detailed arrangements will be negotiated as needed.

**Section 5.** Literature. The distribution of UNION literature will be permitted provided it is done during non-duty hours of the distributor and employee receiving the literature and it does not interfere with the mission of the EMPLOYER.

## ARTICLE 14

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** Both PARTIES recognize the policy of the Government of the United States to provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, religion, creed, sex, national origin, or age to promote the full realization of equal employment opportunity through a positive, continuing program of the EMPLOYER except as otherwise provided by applicable laws and regulations.

**Section 2.** Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee on the basis of race, color, age, religion, sex, national origin, marital status, or handicapping condition.

**Section 3.** Unit employees who feel they have been discriminated against have the right to discuss their complaint with an Equal Employment Opportunity (EEO) Counselor and may file a formal complaint. In addition, the employee may choose to have a personal representative when filing a formal complaint. An EEO complaint must be initiated within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. Procedures are available in the Fort Eustis Equal Employment Opportunity Office.

**Section 4.** The Local will be afforded the opportunity to have a UNION representative on the EEO Council, if established.

**Section 5.** Periodic reports compiled by the EMPLOYER on the EEO program will be publicized when appropriate for information and guidance to supervisors and employees.

## **ARTICLE 15**

### **SEXUAL HARASSMENT**

**Section 1.** Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship. The EMPLOYER is committed to a work environment free from unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment debilitates morale and interferes with the productivity of the organization.

**Section 2.** Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusing to take a personnel action such as a promotion depending upon an employee's submission to or rejection of such behavior.

**Section 3.** Sexual harassment involves overt or implied unsolicited comments, gestures, or physical contact of a sexual nature which are unwelcome, or the creation of a hostile work environment.

**Section 4.** The EMPLOYER's policy on the prevention of sexual harassment will be issued and posted on official bulletin boards.

**Section 5.** The EMPLOYER may administer appropriate discipline in instances where any individual has been properly found to have engaged in sexual harassment, in accordance with applicable laws and regulations.

**Section 6.** If an employee believes that sexual harassment has occurred, he may pursue the matter through the statutory EEO complaint procedure.

## ARTICLE 16

### EMPLOYEES WITH DISABILITIES

**Section 1.** The EMPLOYER agrees to comply with provisions of the Americans With Disabilities Act to fulfill its legal obligations to Employees with disabilities.

**Section 2.** The EMPLOYER agrees to publicize regulations, policies and procedures related to the employment of Employees with disabilities in a timely and appropriate manner.

**Section 3.** Employees with disabilities will be treated fairly and equitably with regard to application of personnel policies related to promotions, reassignments, awards, training, and career development.

## ARTICLE 17

### EMPLOYEE ASSISTANCE PROGRAM

**Section 1.** The UNION and the EMPLOYER shall have as a goal early identification and motivation for rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both PARTIES agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Employee Assistance Program (EAP) for professional screening and diagnosis. Motivation is achieved through the employee's clear understanding that unless his problem is identified and corrected, he is subject to the existing disciplinary and adverse action procedures for unsatisfactory job conduct and unsatisfactory job performance.

**Section 2.** The PARTIES recognize that medical or behavioral problems of an employee and/or members of his immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance, attendance, or conduct. It is in the best interests of both the EMPLOYER and the UNION to assist bargaining unit employees in recovering from these illnesses. The UNION therefore agrees to support the Employee Assistance Program of the EMPLOYER.

**Section 3.** A key element in assisting an employee in need of rehabilitative treatment is for the employee to recognize the problem and be willing to accept treatment. Participation by employees in all aspects of the Employee Assistance Program is voluntary. No unit employee will have his job security or promotional opportunities jeopardized by his request for counseling or referral assistance, except as may be limited by applicable law, except which relates to sensitive positions. The confidential nature of records of unit employees enrolled in the Employee Assistance Program will be preserved in the same manner as medical records. These records will not become part of the employee's Official Personnel Folder.

**Section 4.** If the employee enters the Employee Assistance Program, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulations. The initial counseling session with a designated Employee Assistance Program representative will be conducted on official duty time. The employee will be granted UNION representation at the initial counseling session upon request. The employee normally will be granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the Employee Assistance Program.

**Section 5.** The EMPLOYER and the UNION agree that when alcohol or drug abuse or other personal problems of the employee interfere with the efficient and safe performance of the employee's assigned duties, reduce dependability, or result in unacceptable conduct, this becomes the legitimate concern of the EMPLOYER. The

EMPLOYER is concerned with the accomplishment of agency missions and the essential need to maintain employee productivity.

**Section 6.** The Employee Assistance Program has been established by the EMPLOYER to provide non-disciplinary procedures by which an employee with alcohol or other drug problems, or personal difficulties is offered counseling, referral, and rehabilitation assistance in order to return his job performance, attendance, or conduct to acceptable levels.

**Section 7.** Supervisory and employee training regarding the Employee Assistance Program will be presented by the EMPLOYER as needed in accordance with AR 600-85. UNION officers and stewards may attend such training offered to supervisors on official time. As required, the EMPLOYER will publicize the Employee Assistance Program, to include assurances of confidentiality for participants.

## **ARTICLE 18**

### **HOURS OF WORK**

**Section 1.** The administrative workweek is established as the 7-day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek for full-time employees is defined as Monday through Friday, eight hours per workday, 40 hours per week, and results in 80 hours per pay period except for employees working an Alternative Work Schedule (AWS). Employees have the option to work an AWS in accordance with Office of Personnel Management guidance. The PARTIES agree that an AWS program enables employees to better balance their work and family responsibilities, thereby increasing employee effectiveness and job satisfaction while decreasing turnover rates and absenteeism. The PARTIES further agree that agency mission accomplishment is of primary concern. Therefore, an AWS cannot reduce the productivity of the agency; diminish level of services furnished to the public by the agency; or increase the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

**Section 2.** AWS is defined as a flexible or compressed schedule.

a. Flexible Work Schedule (FWS): A work schedule consisting of ten (10) workdays (Monday through Friday), eight (8) hours each within the biweekly pay period, with fixed starting and ending times and core hours. Once selected, the hours are fixed until the employee obtains supervisory approval to select different starting and stopping times.

b. Compressed Work Schedule (CWS): A work schedule consisting of a total of 80 hours worked over less than ten (10) workdays (Monday through Friday) in a biweekly pay period. The CWS options encompasses the 5-4/9, 80 hours, 9 work day schedule of eight (8) 9-hour days and one (1) 8-hour day and the 4/10, four (4) 10-hour days each week.

**Section 3.** The normal hours of operation shall be between 0600-1800, Monday through Friday. Employees shall be granted, on a nonpaid basis, at least thirty (30) minutes, not to exceed sixty (60) minutes for lunch each workday, normally will commence between 1100-1300.

**Section 4.** The EMPLOYER may require employees to temporarily revert to a traditional five (5) day, 40 hour workweek, to accommodate events such as employee training, travel or special mission requirements.

**Section 5.** Normally, changes in shifts and duty hours will be established at least 2 weeks in advance, when feasible, except as provided for in 5 CFR 610.121. The

EMPLOYER shall notify the UNION and the employee(s) as far in advance as reasonably feasible of contemplated changes in shifts and duty hours.

**Section 6.** Employees may request to change their hours of work by coordinating with their immediate supervisor at least three (3) workdays prior to the desired change. Employees may change their desired work schedule through coordination with their immediate supervisor at least one (1) pay period prior to the desired change. The employee request will not be unreasonably denied.

**Section 7.** The EMPLOYER agrees to grant each employee one (1) fifteen (15) minute rest period during each four (4) hours of continuous work, except in cases of operating emergencies, at the time and location determined by the EMPLOYER. The PARTIES mutually recognize that such rest periods are not appropriate where other arrangements may exist. Rest periods, where appropriate, shall not be given during the first hour or last hour of the workday, nor within one (1) hour before or after designated lunch period.

**Section 8.** When staffing irregular shifts or tours of duty not established as a condition of employment upon an employee's initial hire, the EMPLOYER shall request volunteers. Assignments shall be made by the EMPLOYER's determination of skills required. When volunteers are insufficient to meet the EMPLOYER's requirements, the EMPLOYER shall make a reasonable effort to equitably rotate shifts among qualified unit employees. Irregular shifts shall not normally exceed thirty (30) calendar days except when dictated by mission requirements, skill shortages, or when approved by the EMPLOYER for volunteers for longer periods of time.

## **ARTICLE 19**

### **OVERTIME**

**Section 1.** Overtime work is hours in a pay status in excess of eight (8) hours in a day or forty (40) hours in a workweek as provided for in applicable laws and regulations. For employees using an alternative schedule, overtime is work performed in excess of the number of hours the employee was scheduled to work in a day or hours in a pay status exceeding the eighty (80) hour bi-weekly pay period.

**Section 2.** In the assignment of scheduled overtime, the EMPLOYER agrees to provide the employee at least one (1) day advance notice for readjustment of personal commitments. In cases of unscheduled overtime or emergency overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the EMPLOYER will notify the employee as soon as the need for overtime is recognized. An employee may be excused from overtime for personal reasons if there is another qualified employee willing to serve in his place.

**Section 3.** Overtime will be computed in accordance with applicable regulations.

**Section 4.** The EMPLOYER agrees that overtime work will be offered equitably among the employees. Consideration will first be given to those employees who possess the necessary qualifications within the immediate organizational element where the overtime need exists. The PARTIES recognize that continuity of work and special skills are valid exceptions to the normal rotation on an equitable basis. The EMPLOYER will maintain overtime rosters.

**Section 5.** When it is necessary for employees to return to the work site outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

**Section 6.** If an employee refuses overtime for the purposes of this AGREEMENT in determining the equal distribution of overtime, the overtime refused will be counted as overtime worked.

**Section 7.** The EMPLOYER will provide the UNION, upon request, with necessary and pertinent information concerning overtime hours worked to aid in resolving inquiries into overtime distribution alleged by specific employees. New employees will be credited with the same number of hours as the employees of the same grade and title with the lowest number of hours in the Department.

**Section 8.** Before directing overtime, qualified volunteers from the roster will be solicited from the immediate organizational element. When volunteers from the roster are no longer available, the EMPLOYER may direct overtime. When directing

employees to work overtime, the employee with the least amount of overtime actually worked will be assigned the overtime.

**Section 9.** An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime as if actually worked for the purpose of determining equal distribution of overtime.

**Section 10.** Employees who are nonexempt under the Fair Labor Standards Act (FLSA) may elect to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime worked. Compensatory time will be administered in accordance with 5 CFR 532, 550, and 551 and appropriate regulations.

**Section 11.** When illness or an emergency prevents an employee from reporting for duty to perform overtime, the employee should notify the EMPLOYER as soon as practicable prior to the scheduled start time of the overtime assignment, but not later than two (2) hours after the start time of the overtime assignment.

## **ARTICLE 20**

### **ANNUAL LEAVE**

**Section 1.** The employee shall earn and be granted annual leave in accordance with applicable regulations.

**Section 2.** Consistent with mission needs, workload and manpower requirements and when the request is submitted with sufficient advance notice, the EMPLOYER agrees that an employee's request for annual leave will be granted. Approval of request for annual leave for unforeseen emergency reasons will be granted as the circumstances warrant.

**Section 3.** It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. The EMPLOYER will advise employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture. Any "use or lose" leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave.

**Section 4.** Approval of leave is not to be presumed. It is the responsibility of the employee to ascertain that the request for leave has been approved. The EMPLOYER will act on the request for leave as soon as practicable following submittal and inform the employee of the decision.

**Section 5.** The EMPLOYER will avoid cancelling annual leave, subject to mission needs, workload and manpower requirements.

**Section 6.** It is agreed that no employee shall be called back from leave unless an emergency or workload exigency arises and no other qualified employee is available to perform the required duties.

**Section 7.** An employee unable to report for duty because of a personal emergency must request annual leave of the EMPLOYER as soon as possible but not later than 2 hours after the start of his regularly scheduled tour of duty unless precluded by emergency conditions.

**Section 8.** All employees may submit annual leave schedules (1 to 30 days) for the leave year by the end of January. Seniority will be considered when all requests for annual leave cannot be approved. Other annual leave will be on a first come, first served basis. The employee's needs and desires will be considered by the EMPLOYER. Normally, an employee should schedule annual leave of one week or more duration, one month in advance.

**Section 9.** Regular days off immediately preceding and following scheduled vacation periods will be treated as part of the vacation schedule, to permit employees to include those days in their vacation plans.

**Section 10.** An employee may request approval of advanced annual leave up to the amount they would accrue by the end of the current leave year (pay period 26).

**ARTICLE 21**  
**SICK LEAVE**

**Section 1.** Employees will accrue and be granted sick leave in accordance with applicable laws and regulations. The UNION joins the EMPLOYER in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

**Section 2.** Earned sick leave shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor or the supervisor's designee, as soon as possible, but not later than two (2) hours after the start of the tour of duty unless emergency conditions preclude such notification.

**Section 3.** Sick leave, if available, will be granted to employees in accordance with applicable laws and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy, medical, dental, or optical examination or treatment; or when exposed to contagious diseases as defined by Federal regulations and when the presence of the employee at his place of duty would jeopardize the health of coworkers. Request for sick leave for medical, dental or optical examination or treatment shall be submitted for approval, at least 3 days in advance of the appointment, if possible. Employees will make reasonable efforts to schedule such appointments after working hours or on non-workdays.

**Section 4.** An employee is entitled to use sick leave to:

- a. provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
- b. attend to a family member receiving medical, dental, or optical examination or treatment;
- c. provide care for a family member who would, as determined by the health authorities having jurisdiction or a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or
- d. make arrangements necessitated by the death of a family member or attend the funeral of a family member.

The amount of sick leave granted under this section to a full-time employee during any leave year may not exceed a total of 104 hours. A part-time employee or an employee with an uncommon tour of duty may not exceed the number of hours of sick leave he normally accrues during a leave year.

**Section 5.** Normally, employees shall not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave unless such sick leave exceeds 3 working days of continuous duration. In individual cases where there is reason to believe the employee is abusing sick leave privileges, the employee may be required to furnish a doctor's certificate for any sick leave request. The number of hours of sick leave used will not in themselves establish abuse. In such cases, the employee should normally be advised orally that, because of the questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about the desired improvement in his sick leave record, he will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement shall be reviewed by the immediate supervisor at the end of 6 months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision by the immediate supervisor.

**Section 6.** A medical certificate normally to be filed upon return to duty should support period of absence on sick leave in excess of 3 workdays of continuous duration. In lieu of a medical certificate, the employee's signed statement explaining the nature of his illness may be accepted when considered unreasonable to require a medical certificate because the illness did not require the services of a physician. The EMPLOYER may also require a medical certificate for an absence of less than 3 workdays in accordance with 5 C.F.R. Section 630.405 (a).

**Section 7.** The EMPLOYER agrees to advance sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Such leave is subject to the following:

- a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis;
- b. The employee has exhausted all accumulated sick leave and any annual leave in excess of 240 hours;
- c. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advanced sick leave; and
- d. The employee is not under a written medical certification requirement.

**Section 8.** When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his assigned position, the EMPLOYER agrees to attempt to assign duties that the employee can perform within the given restrictions for a reasonable period of time.

**Section 9.** The EMPLOYER agrees when employees are sent home due to illness, the absence will be charged to sick leave in accordance with regulations. The EMPLOYER agrees when employees are sent home due to on-the-job injury, the absence for the remainder of the day will be charged in accordance with the provisions of applicable regulations and instructions.

**Section 10.** Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons properly designated to maintain them.

**Section 11.** Sick Leave for Adoption will be granted IAW 5 CFR 630.401.

## ARTICLE 22

### FAMILY AND MEDICAL LEAVE

**Section 1.** Statutory Entitlements under the Family and Medical Leave Act (FMLA) of 1993 are set forth in 5 C.F.R. 630.1201 – 630.1210

**Section 2.** An employee may elect to substitute accrued annual leave for sick leave or LWOP.

**Section 3.** Job benefits and protection provided under the FMLA include the following:

a. For the duration of FMLA leave, the employee may opt to continue his health benefits enrollment while in LWOP status. If the employee opts to continue this enrollment, the EMPLOYER shall continue paying the EMPLOYER's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his share upon return to pay and duty status.

b. Upon return from FMLA leave, employee(s) shall be restored to their positions they held when the leave commenced, or to equivalent positions with equivalent status, pay, benefits and other employment terms.

c. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an employee's leave. The employee may be required to use accrued annual leave over 240 hours.

## **ARTICLE 23**

### **BONE MARROW OR ORGAN DONATION**

In accordance with 5 U.S.C. 6327, an employee may use up to seven (7) days of paid leave every calendar year to serve as a bone-marrow donor. An employee also may use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Except in emergency cases, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the First Level Supervisor to the Commander, or designee, for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual, sick leave, or leave without pay, whichever is applicable. Official documentation from the medical center/provider must be submitted along with the request.

**ARTICLE 24**  
**COURT LEAVE**

**Section 1.** In accordance with 5 U.S.C. 6322, 5537, and 5515, an employee is entitled to Court Leave (paid time off without charge to leave for service as a juror or witness).

**Section 2.** Court leave will be granted, in accordance with applicable law and regulations, to an employee who is summoned to act as a witness before a court on behalf of the United States Government, state and local governments, or to perform jury duty in any court of law. When an employee is called as such a witness or juror, he will notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates and times he served as such a witness or juror.

**Section 3.** If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least 2 hours of the scheduled workday the employee shall return to duty unless granted appropriate leave by the EMPLOYER. It is an employee's responsibility to request and receive approval prior to going on leave.

**Section 4.** Monies paid to jurors or witnesses which are in the nature of “expenses” (e.g. transportation) do not have to be reimbursed to the agency.

**Section 5.** When an employee’s witness service is not in connection with a judicial proceeding to which a government entity is a party, and that service is not associated with the employee’s official capacity, the employee’s absence from duty must be charged to annual leave or LWOP, and the employee may accept fees and expenses incidental thereto.

**ARTICLE 25**  
**LEAVE WITHOUT PAY**

**Section 1.** Leave without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted at the employee's request. LWOP shall be administered in accordance with applicable laws and regulations.

**Section 2.** Employees have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs.

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353) provides employees with an entitlement to LWOP when employment with an EMPLOYER is interrupted by a period of service in the uniformed service.

c. Executive Order 5396, of July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

d. While receiving worker's compensation payments from the Department of Labor, Office of Workers Compensation Program.

**Section 3.** Employees in an approved LWOP status will retain all rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program, to the extent that they are entitled to such benefits. Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits. (5 U.S.C. 8332 and 8411; 5 CFR 890.303(e)).

**Section 4.** When a liberal leave policy is in effect, and leave is granted, LWOP may be approved for employees who request leave for the period of time covered by the liberal leave policy.

**Section 5.** Any employee granted leave without pay is required to keep the EMPLOYER notified of his current address and/or contact information. The EMPLOYER recognizes the bumping and retreat rights of an employee on approved leave of absence in situations where the employee is affected by reduction-in-force action during his leave of absence.

## ARTICLE 26

### HOLIDAYS AND HOLIDAY OBSERVANCE

**Section 1.** Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

**Section 2.** Employees shall receive the number of hours normally scheduled to work on a day designated a holiday, at their regular hourly rate of pay, on all days defined as holidays that they are not required to work.

**Section 3.** All employees who work on holidays during their regular shift shall receive holiday pay computed in accordance with applicable regulations.

**Section 4.** Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

**Section 5.** When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on a Sunday, it will be observed on the following Monday for employees whose tour of duty is Monday through Friday.

**Section 6.** For employees who are scheduled to work on Sunday in their basic workweek, and a holiday falls on a regular scheduled workday in lieu of Sunday, the next scheduled workday will be observed as the holiday. For employees scheduled to work on Saturday, and a holiday falls on a regular scheduled workday in lieu of Saturday, the previous scheduled workday will be observed as the holiday.

**Section 7.** For employees on Compressed Work Schedules, if a holiday occurs on Sunday, the following regularly scheduled workday is the employee's in-lieu of holiday. If the holiday falls on any other day, the in-lieu of holiday is the preceding regularly scheduled workday. An employee will not change their CWS for the sole purpose of adjusting their in-lieu-of holiday.

**ARTICLE 27**  
**EXCUSED ABSENCES**

**Section 1.** Unit employees are encouraged by the parties to donate blood. In support of this goal, the EMPLOYER agrees to excuse employees from duty to donate blood, subject to mission and work exigencies. The maximum excusable time for blood donation, travel time, and recuperation should not to exceed 4 hours, except in unusual cases.

**Section 2.** Unit employees should be excused to participate in interviews and written examinations conducted within the local commuting area under the Department of Defense Merit Promotion (Staffing) Plan, provided the interviews or examinations are conducted during regularly scheduled working hours.

**Section 3.** Employees may be granted excused absences for other purposes in accordance with regulations.

**Section 4.** Supervisors may grant excused absences for up to 59 minutes.

**Section 5.** Tardiness: Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to appropriate supervision. Infrequent tardiness should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as appropriate

## ARTICLE 28

### CIVIC RESPONSIBILITIES

**Section 1.** Eligible employees who are in a duty status on any election day shall be granted time to vote in accordance with applicable regulations. As a general rule, where the polls are not open at least 3 hours either before or after an employee's regular hours of work he may be granted an amount of excused leave which will permit him to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

**Section 2.** The PARTIES recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, blood donor programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the EMPLOYER and the UNION shall refrain from exerting pressure upon employees to participate.

## **ARTICLE 29**

### **MEDICAL FLEXIPLACE PROGRAM**

**Section 1.** A Medical Flexiplace program is designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned work site. The UNION and the EMPLOYER agree that not all positions are eligible for this program. The medical condition shall be certified in a manner that is administratively acceptable. Medical Flexiplace is intended for employees who do not have permanent medical conditions.

**Section 2.** Responsibilities.

a. Responsibilities of Management:

- (1) Authorize use of flexiplace assignments;
- (2) Ensure that appropriate management controls and reporting procedures are in place before employee begins assignments;
- (3) Authorize work site arrangements;
- (4) Assess the employee's work qualifications and the likelihood of the employee's successfully completing work away from the official duty station;
- (5) Maintain productivity records and information to evaluate the employee's performance and quality of work;
- (6) Develop or amend performance standards and measurements, if necessary for work performed away from the official duty station; and
- (7) Provide equipment, when necessary and available, for the employee to adequately perform assigned work.

b. Responsibilities of Employees:

- (1) Complete work assignments;
- (2) Observe agreed upon hours of work in accordance with the established policies;
- (3) Observe activity policies for requesting leave;
- (4) Complete an employee self-certification of time and attendance report and return it to the supervisor on a biweekly basis;
- (5) Respond in a timely manner to agency customers and to the public; and
- (6) If applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the flexiplace assignment.

**Section 3.** An employee participating in flexiplace must:

- a. Receive supervisor's approval for participation;
- b. Be a permanent employee who has worked at least one (1) year;
- c. Have an acceptable performance rating as the most recent rating of record;
- d. Have available work;
- e. Be willing to sign and abide by a written work agreement;
- f. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, internet, and without undue interruptions which could impact productivity; and
- g. Have demonstrated the ability to work independently.

**Section 4.** Medical documentation must include the following:

- a. A description of the medical limitations that prevent the employee from reporting to the work site;
- b. What restrictions, if any, should be placed on the work performed at the alternate work site; and
- c. A diagnosis and prognosis, including the expected return-to-work date.

**Section 5.** A work agreement must be signed by the employee and his supervisor and must contain the following items:

- a. Agreement to release home telephone number of employee to "customers";
- b. Voluntary nature of the agreement;
- c. Length of the flexiplace assignment (initially not to exceed 6 months);
- d. Hours and days the employee will work;
- e. Location of the temporary work site;
- f. Responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time;
- g. Performance requirements;
- h. Requirements for proper use and safeguarding of government property and records, standards of conduct, etc;
- i. Reimbursement of expenses to be paid by the Government, if any;
- j. Government equipment to be used by the employee; and
- k. Responsibility of employee to protect government equipment.

**Section 6.** Approval/Disapproval.

a. Approval levels for Medical Flexiplace Requests are as follows: Commander or designee.

b. The approval/disapproval will be based on the employee's ability to provide definitive, medical documentation concerning his temporary medical condition, and will include an expected return-to-work date. Additionally, the approval/disapproval will be dependent upon mission requirements. As a rule, temporary medical conditions would not continue for more than a few days to a few months. Supervisors may not leave Medical Flexiplace assignments open-ended. Employees will provide to their supervisor re-certification of their medical condition every 30 days to support continued participation.

**Section 7.** Equipment and Supplies. The EMPLOYER will provide appropriate equipment and supplies for employees to perform work at the Flexiplace work site.

**Section 8.** Classified documents will not be removed from EMPLOYER offices to provide work at home. Protected Health Information (PHI) and Personally Identifiable Information (PII) must be protected IAW applicable laws and regulations. 10 USC 13; DODI 1035.01; Privacy Act of 1974.

## ARTICLE 30

### ADVERSE CONDITIONS POLICY

**Section 1.** When the decisions have been made to curtail activities during duty hours and to administratively excuse employees, employees will be promptly notified in accordance with JBEMP 10-2, Joint Base Emergency Management Plan and EMPLOYER policies and procedures.

**Section 2.** Employees considered mission essential could be required to report or remain on duty. Employees who are designated mission essential shall be notified in advance that they have been designated as such in writing. Employees who are “mission essential” will have it indicated on their Position Description. The EMPLOYER will give serious consideration to the designation of mission essential employees due to the hardship involved. Mission essential employees will be provided meals and lodging as necessary.

**Section 3.** On-the-spot mission essential personnel may be designated to complete the work that must be accomplished in accordance with applicable regulation. This is not meant to include normal routine work that is not critical to mission.

**Section 4.** Commensurate with skills required, the EMPLOYER agrees that mission essential work will be distributed equitably. Within those functions where there are two or more employees performing the same function and less than the full work force is required for emergencies, a reasonable effort will be made to rotate the personnel designated as mission essential.

**Section 5.** The EMPLOYER will inform the UNION President of curtailment of operations due to adverse conditions.

**Section 6.** The Joint Base Langley-Eustis (JBLE) Commander has the responsibility for determining if and when the installation initiates early dismissal and/or base closure. The JBLE Operations Center is the authority for disseminating base closure information, delayed report and early dismissal information post-wide. Employees will follow JBLE notification on via local radio, TV Stations, JBLE website; Facebook; Twitter; and mobile app. Additionally, Commands will initiate alert procedures to ensure all employees are notified of base closure, or delayed reporting.

**Section 7.** When it has been determined prior to the beginning of a tour of duty that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty they shall be excused in accordance with this Article and in accordance with JBEMP 10-2, Joint Base Emergency Management Plan.

**Section 8.** The EMPLOYER agrees that if an activity is closed before the workday begins, all non-emergency employees are excused from work with pay, even those employees who are on pre-approved leave. Leave cannot be charged on holidays and non-workdays established by Federal statute, Executive order, or administrative order. In the case of a late arrival or early dismissal, employees who are on pre-approved leave for the entire workday must continue to be charged leave for the entire workday. The activity would have to be closed for the whole day for it to be considered a non-workday.

**Section 9.** The PARTIES agree that there may be instances when the EMPLOYER is required to shut down or reduce its heating/air conditioning to conserve energy. If this should result in adverse working conditions, except where employees are excused pursuant to the JBEMP 10-2, Joint Base Emergency Management Plan, the EMPLOYER should use one or more of the following to reduce or eliminate such conditions;

- a. Allow nonessential employees to vary their tours of duty.
- b. Move employees to different locations on post.
- c. Implement liberal leave policies.

## ARTICLE 31

### SAFETY AND HYGIENE

**Section 1.** Safety on the job is of utmost importance, and the EMPLOYER and UNION join in the furtherance of good safety practices. The PARTIES agree that applicable Occupational Safety & Health Administration (OSHA) standards for safety and hygiene apply.

**Section 2.** The individual employee is responsible for observing safe work practices and has an obligation to observe all safety rules and practices in order to protect himself and his fellow workers. Repeated failure to follow safety rules and practices may result in disciplinary action and/or adverse action.

**Section 3.** The EMPLOYER will make every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees. The UNION will cooperate to achieve that end and will encourage all employees to work in a safe manner.

**Section 4.** The EMPLOYER shall consider suggestions for practical ways of improving safety conditions.

**Section 5.** The EMPLOYER shall not require employees to work alone at any worksite determined to be an unacceptable risk by appropriate officials in accordance with appropriate regulations.

**Section 6.** The EMPLOYER recognizes that employees required to work alone after normal duty hours may be subject to on the job injuries without anyone being aware of the injury. In view of this, the EMPLOYER agrees to establish procedures to ensure that, either as the employer's policy or at the employee's request, an office operating after normal duty hours is periodically checked.

**Section 7.** The UNION may appoint two (2) representative to the EMPLOYER Safety Council and/or Committees when established in accordance with AR 385-10 and Executive Order 12196.

**Section 8.** The EMPLOYER shall provide adequate and clean toilet facilities, as near to the normal duty area as reasonably possible.

**Section 9.** The UNION will encourage all employees to report all accidents and unsafe conditions immediately. The EMPLOYER will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and obtaining medical services to employees.

**Section 10.** Where necessary for the accomplishment of the job, the EMPLOYER shall furnish and maintain proper protective clothing and equipment in accordance with

applicable regulations. All tools that the EMPLOYER determines necessary to perform the job shall be furnished to employees.

**Section 11.** Locker space will be furnished by the EMPLOYER at or near the normal duty area when the employee is required to change clothing due to the work assignment.

**Section 12.** Whenever appropriate officials determine that conditions or practices exist in any work place which could reasonably be expected to cause imminent death or physical harm, the EMPLOYER shall take immediate action to abate the danger to employees.

**Section 13.** The EMPLOYER agrees to adhere to and enforce policies for the prevention of infectious or blood borne diseases established by the Center of Disease Control.

**Section 14.** Employees are responsible to report all accidents immediately as required by existing regulations. The EMPLOYER shall require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during work hours for emergency medical treatment as a result of an on-the-job illness or injury shall not be charged leave.

**ARTICLE 32**  
**ON THE JOB INJURIES**

**Section 1.** When the employee sustains injuries while in the performance of duty, no matter how slight, the injured employee, or someone in his behalf, must, within 48 hours after the injury, give written notice thereof on an Office of Workers' Compensation Program (OWCP) Form CA-1 to the employee's immediate supervisor.

**Section 2.** The EMPLOYER will facilitate emergency treatment and transportation necessary to secure this treatment in incidents of on-the-job injuries. The EMPLOYER, with assistance from Civilian Personnel Advisory Center (CPAC) or equivalent organization, will assist the employees in applying for compensation with the Office of Workers Compensation Programs. The EMPLOYER and EMPLOYEE will ensure that appropriate injury and compensation forms are filled out, signed, and submitted to proper authorities within designated timelines.

**Section 3.** Employees who are injured on the job will be entitled to evaluation and emergency treatment consistent with the nature and extent of the injury. The local Medical Treatment Facility (MTF) does not have the capability to provide walk-in acute care or provide emergency treatment. The employee retains the right to receive evaluation and emergency treatment for the injury from a medical facility of his choosing, in accordance with applicable law.

**Section 4.** On the day of an on-the-job injury which occurs during the employee's regular tour of duty, time spent related to evaluation and treatment of the injury will be considered duty time for pay purposes. No overtime will be authorized for time spent in medical evaluation and treatment which occurs after normal duty hours, unless the employee is already working in an approved overtime status when the on-the-job injury occurred.

**Section 5.** When an employee designates in writing a UNION representative to assist in applying for these benefits, the representative will be authorized to review documents relating to the claim to which the employee is entitled to review. All records relating to provision of medical care are subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA) rules and regulations. Once appropriate release of information procedures are assured, copies shall be provided upon request.

## **ARTICLE 33 SMOKING AND TOBACCO PRODUCTS**

**Section 1.** The parties agree to support the established installation tobacco use policy, and to solicit the cooperation of bargaining unit members (both smokers and non-smokers) in complying with the policy. Smoking is prohibited in the EMPLOYER's facilities, and those who smoke must do so outside.

**Section 2.** Designated outdoor covered areas shall be provided for smokers' use within close proximity to activity buildings. Outdoor areas designated for smoking will not be located in areas commonly used by nonsmokers, and will not be in the immediate vicinity of supply air intakes or the main entrances of buildings. Smoking will only be allowed in areas away from any flammable or hazardous substances in accordance with DoD fire codes.

**Section 3.** Breaks for smoking will be taken in accordance with standard rules for hours of work and authorized breaks. Employees who choose to smoke will not be allowed smoke breaks in addition to their regular 15 minute break. If an employee chooses to smoke during a break, he/she will utilize his 15 minute break to smoke.

**Section 4.** The Medical Treatment Facility (MTF) and outlying buildings are a Tobacco Free Campus. MTF campuses are defined as the contiguous area surrounding the MTF to include parking structures and lots, lawns, and other outdoor areas contiguous with the MTF, here is no tobacco use allowed within these areas, except in individual's private vehicle. Sheltered tobacco use area(s) will be designated for MTF employees within mutually agreeable proximity to the MTF and in place by the effective date of this Collective Bargaining Agreement.

**Section 5.** The EMPLOYER will provide smoking cessation classes to those individuals who are interested in such a program. If in an official duty status, the employee will be allowed one smoking cessation course on official time.

**Section 6.** Individuals chewing, dipping, vaping, or using electronic cigarettes must do so in the designated smoking area and must dispose of the residue in a sanitary manner.

## **ARTICLE 34**

### **MERIT STAFFING**

**Section 1.** The EMPLOYER will conduct merit promotion and staffing in accordance with 5 CFR 335. The EMPLOYER will consider, to the fullest extent possible, the skills and talents of its employees in the recruitment for vacant positions. This AGREEMENT provides for concurrent consideration of employees, but does not restrict the right of the EMPLOYER to fill positions by methods other than promotion.

**Section 2.** As outlined in 5 CFR 335, the EMPLOYER will use selection procedures that preserve EMPLOYER's ability to select or not select from among a group of best-qualified candidates or from other appropriate sources, such as reemployment priority lists, reinstatement, transfer, individuals with disabilities, Veterans Recruitment Appointment (VRA) eligible, or from those within reach on an appropriate Office of Personnel Management (OPM) certificate.

**Section 3.** Areas of consideration must be sufficiently broad to ensure the availability of high quality candidates, taking into account the nature and level of the positions covered. Employees are responsible for applying to vacancies in which they desire consideration through USAJOBS.

**Section 4.** Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

- a. Eligibles entitled to priority consideration or priority placement; and
- b. Merit promotion, reassignment or reinstatement eligibles, or any other appropriate source. Nothing in this Article shall affect the authority of the EMPLOYER with respect to filling positions and making selections for appointments from:
  - (1) Among properly ranked and certified candidates for promotion; or
  - (2) Any other appropriate source.

**Section 5.** The EMPLOYER will notify the UNION of the intent to fill organizational vacancies upon authorization to hire.

**Section 6.** A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.

**Section 7.** Employees will not be required to use leave for the purpose of participating in interviews as required under the EMPLOYER's Merit Promotion Program.

**Section 8.** Applicants can view the status of an application for any job vacancy which they applied by logging in to USAJOBS. Applicants may send status inquiries via email listed on announcement.

**Section 9.** Employees in career-ladder positions should normally be promoted to the next higher level when the qualifications and eligibility are met and level of performance is satisfactory.

## ARTICLE 35

### DETAIL AND TEMPORARY PROMOTION

**Section 1.** A detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. A temporary promotion is the temporary assignment of an employee to a higher graded position for a specified period of time, with the employee returning to his permanent position upon the expiration of the temporary action.

**Section 2.** The EMPLOYER recognizes the basic principles that an employee should be assigned to the duties of the position of rating in which he is employed. However, to meet temporary needs of the work program when necessary services cannot be obtained, details/temporary promotions may be used.

**Section 3.** Supervisors are responsible for selecting employees for detail/ temporary promotion on an impartial basis; for informing employees of details/temporary promotion, reasons, duties and estimated duration; and for establishing proper controls to ensure that details/temporary promotions are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for Office of Personnel Management approval.

**Section 4.** Details/temporary promotions shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved.

**Section 5.** Details will be documented on a Request for Personnel Action (SF52).

**Section 6.** Non-competitive temporary assignments to higher-graded positions will be accomplished on a rotational basis, to the extent practicable from among employees in the normal line of progression (at the next lower level) in the immediate organization.

**Section 7.** Employees temporarily assigned to perform duties of a higher-graded position will be temporarily promoted when the assignment exceeds thirty (30) days and the employee is qualified and meets eligibility requirements. Competitive procedures will be used for temporary promotions exceeding 120 days.

## ARTICLE 36

### POSITION DESCRIPTION AND CLASSIFICATION

**Section 1.** Employees will be furnished a copy of their position descriptions within thirty (30) days of initially entering a position and as major changes are made. An employee's supervisor shall discuss with the employee any major change he contemplates making to the employee's position description before any changes are made except under extenuating circumstances, e.g., prolonged absences. The phrase "other duties as assigned" will normally be reasonably related to the duties of the employee's position.

**Section 2.** The EMPLOYER will assure that all Unit position descriptions are periodically reviewed and are updated to reflect all major changes in duty assignments.

**Section 3.** Position Classification Standards and appeal procedures are available to employees and UNION via the CPAC website.

**Section 4.** An employee who believes his position description is improperly classified and/or described may discuss the matter with the supervisor. The supervisor with such assistance as required shall explain the basis upon which duties were described and the position classified.

**Section 5.** An employee who believes his duties are not accurately described in their position description should bring this to the attention of the supervisor for resolution. If satisfactory resolution is not reached, the employee may grieve the accuracy of duty description through the Negotiation Grievance Procedures, but not the classification (i.e., title, pay plan, series or grade) of the position.

**Section 6.** An employee who believes his position is not properly classified (incorrect title, pay plan, series or grade) may file a classification appeal.

## ARTICLE 37

### PERFORMANCE EVALUATIONS

**Section 1.** Performance elements shall be identified and performance standards established for each individual employee's position and set of duties, and shall be used as a basis for evaluating the employee's performance. The EMPLOYER shall encourage employees to participate in identifying performance elements and establishing performance standards. The EMPLOYER retains final authority in the establishment of critical elements and performance standards, which are not grievable. The application of the elements and standards is grievable.

**Section 2.** The Employer agrees that a copy of the performance standards shall be given to and discussed with each affected employee, normally within thirty (30) calendar days of the beginning of the rating period.

**Section 3.** An employee's performance appraisal will normally be prepared by the employee's supervisor. Employee ratings shall be given within thirty (30) calendar days after the completion of the annual rating period.

**Section 4.** The supervisor will discuss with the employee his appraisal prior to making it a part of the employee's record.

**Section 5.** All appraisals will be made in a fair and objective manner. An employee's signature, where provided for, indicates only that the appraisal has been received and discussed, and does not indicate an employee's agreement or disagreement with the appraisal.

**Section 6.** The supervisor will counsel employees in relation to their overall performance near the mid-point of the rating period and on an as needed basis. When an official narrative record results from such counseling, the affected employee will be given a copy of the record and will have the right to make written comments.

**Section 7.** Performance objectives or responsibilities will be identified and established for each individual employee's position. Employees are encouraged to participate in identifying performance objectives, as well as providing input for their accomplishments.

**Section 8.** It is the supervisor's responsibility to assess performance, determine if improvement is needed, and if so, to communicate the needed improvement in clear and specific terms to the employee. Two steps are required before an employee can be rated "unacceptable" on one or more critical objectives in his performance plan.

a. If an employee's performance deficiencies are significant, the supervisor will initiate informal performance counseling. The employee will be provided a detailed explanation regarding specific performance deficiencies and what must be done to

improve to an acceptable level of performance. This counseling will be in writing. Both Supervisor and the Employee will acknowledge the counseling session on the document. The employee will be given a minimum of fifteen (15) calendar days to improve performance. Employees will be afforded the opportunity to be represented by the UNION at the performance deficiency counseling session.

b. If the employee's performance has not risen to a fully successful level within the time frame set forth in the informal performance counseling, the supervisor will conduct a special review and issue a Performance Improvement Plan (PIP) with specific details defining a fully successful level of performance. Employees will be given a minimum of ninety (90) calendar days to improve performance.

**Section 9.** The employee has the right to grieve the performance evaluation. Grievances will begin at Step 2 of the Grievance Procedure and will be filed within ten (10) work days of the employee receiving a copy of the performance evaluation.

## ARTICLE 38

### CIVILIAN AWARDS AND RECOGNITION

**Section 1.** The Department of the Army awards program recognizes and rewards civilian employees whose performance contributes significantly to the Army's mission. The civilian awards and recognition program will be in accordance with applicable instructions.

**Section 2.** The EMPLOYER, shall urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors shall be urged to use available awards to the maximum extent that such awards are merited and resources permit. Types of awards include:

- a. Individual Cash Award
- b. Honorary Awards
- c. Letters of Commendation
- d. Length of Service Awards
- e. Suggestion Awards
- f. Time Off from Duty Awards
- g. Civilian of the Quarter/Year Awards
- h. Quality Step Increase
- i. On the Spot and Special Act Awards

**Section 3.** Peers, supervisors, or members of other Commands may submit award nominations.

**Section 4.** The UNION will be provided a listing of Command awards for bargaining unit employees upon request. The list will contain employee name, section, type of award and date award was received.

**ARTICLE 39**  
**REDUCTION IN FORCE, TRANSFER OF FUNCTION, AND**  
**REORGANIZATION**

**Section 1.** The EMPLOYER and the UNION jointly recognize that occasions may arise when adjustments of the work force may be necessary by reduction-in-force, transfer of function or reorganization.

a. Reduction-in-Force (RIF) means the release of an employee from a competitive level by separation, demotion, furlough for more than 30 consecutive calendar days or 22 workdays within one (1) year from the first day that furlough is to be affected, or reassignment requiring displacement for non-disciplinary reasons.

b. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas; except when the function involved is virtually identical to functions already being performed in the other competitive area(s); or, the movement of the competitive area in which the function is performed to another local commuting area. .

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

**Section 2.** The EMPLOYER will advise the UNION in writing of any proposed Reduction-in-Force, Transfer of Function or Reorganization. At that time the UNION may request bargaining on appropriate arrangements and procedures (impact and implementation).

**Section 3.** Adverse actions resulting from Reduction-in-Force are appealable to the Merit Systems Protection Board. Other RIF actions are subject to the negotiated grievance procedure. Grievances must be filed at Step 3.

**ARTICLE 40**  
**DISCIPLINARY AND ADVERSE ACTIONS**

**Section 1.** Both PARTIES agree the EMPLOYER has the right and obligation to administer disciplinary actions for just and sufficient cause. The Army guideline of penalties and offenses, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as mitigating and aggravating circumstances should be considered when determining penalties. Both PARTIES agree that primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee-management relations.

**Section 2.** Disciplinary and adverse actions will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. All disciplinary actions must be supported by a preponderance of evidence.

**Section 3.** Disciplinary actions may be formal or informal. Formal disciplinary actions are defined as written reprimands or suspensions of 14 days or less. Informal disciplinary actions include oral admonitions and letters of caution and requirement to correct specific employee deficiencies which do not warrant formal disciplinary action. Summaries of oral admonishment and copies of letters of requirement and/or caution that are disciplinary in nature shall not be placed in an employee's official personnel folder.

**Section 4.** An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. An advance written notice stating the specific reason for the proposed action;
- b. A reasonable time, not less than 10 calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his reply;
- c. Be represented by the UNION; and
- d. A written decision and specific reasons therefore at the earliest practicable date.

**Section 5.** For purposes of this Article, the term "adverse actions" applies to:

- a. A removal;
- b. A suspension for more than 14 calendar days;
- c. A reduction in grade;
- d. A reduction in pay; and
- e. A furlough of 30 calendar days or less.

A furlough is defined as a temporary non-pay status and absence from duty required by the EMPLOYER because of lack of work or funds, or for other non-disciplinary reasons.

**Section 6.** An employee against whom an adverse action is proposed is entitled to:

a. At least 30 calendar days advance written notice stating the specific reasons for the proposed action, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or the action is specifically excluded by OPM regulations;

b. Not less than 14 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

c. A written decision and the specific reasons therefore at the earliest practicable date;

d. A representative of his choosing; and

e. A notice of appeal rights.

**Section 7.** The EMPLOYER will inform the employee in the decision letter of grievance and/or appeal rights.

**Section 8.** Grievances contesting the propriety of a disciplinary action may be filed by the affected employee not later than ten (10) work days after receipt of the decision letter at Step 2 of the Negotiated Grievance Procedure. Decisions regarding adverse actions are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

**Section 9.** The EMPLOYER agrees to provide a copy of the written disciplinary action(s) to the affected employee. The employee may use CPAC or assigned unit copy machine/printer to provide a copy to the Union should he so elect. The employee will be informed within the decision letter that the UNION has not been provided a copy of the decision.

## ARTICLE 41

### EMPLOYEE TRAINING AND DEVELOPMENT

**Section 1.** The EMPLOYER is responsible under the Government Employees Training Act for establishing training programs to increase efficiency and effectiveness. The EMPLOYER will publicize training opportunities in those areas and inform the employees how to apply for this training for self-development.

**Section 2.** The PARTIES will stress to employees of the Unit the need for self-development and self-initiated training to increase their efficiency and enhance their career potential.

**Section 3.** The EMPLOYER recognizes the importance of training and will ensure that employees occupying the same type of positions will receive equal consideration to participate in training consistent with their qualifications and work experience.

**Section 4.** The EMPLOYER will endeavor to assure that employees are provided necessary training and/or assistance to meet the performance requirements of their positions.

## ARTICLE 42

### COMMERCIAL ACTIVITIES

**Section 1.** The EMPLOYER retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act and Executive Order 13522. All contracting out decisions will be in accordance with controlling regulations.

**Section 2.** As requirements are known, the UNION will be notified in writing of the functions scheduled for review under the Commercial Activities Program.

**Section 3.** When the EMPLOYER determines that it may implement a contract study under OMB Circular A-76 that may impact bargaining unit positions, it will notify the UNION.

**Section 4.** It is agreed that since it is to Management's advantage that the Performance Work Statement (PWS) during commercial activity reviews be as accurate as possible, the UNION will be given the opportunity to review the statement for thoroughness. Comments must be provided within thirty (30) calendar days after receipt and will be carefully considered by Management. It must be noted that this provision applies only to commercial activity reviews affecting the bargaining unit. A copy of the PWS will be provided to the UNION when made public.

**Section 5.** The EMPLOYER shall notify the UNION if a site visit is going to be conducted for potential bidders seeking contracts for work performed by unit employees. A UNION Representative will be given the opportunity to attend such a site visit.

**Section 6.** When the EMPLOYER determines that unit work will be contracted out, the EMPLOYER shall notify the UNION to provide them an opportunity to negotiate appropriate arrangements and procedures (impact and implementation).

**ARTICLE 43**  
**GRIEVANCE PROCEDURES**

**Section 1.** The purpose of this Article is to provide a mutually acceptable method for prompt settlement of grievances. The PARTIES agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

**Section 2.** Unit employees covered by this AGREEMENT may present a grievance which may be processed with or without UNION representation at the grievant's discretion. However, the UNION shall have the right to have its representative present at the grievance meetings. This right to individual presentation does not include the right to take the matter to arbitration, unless the UNION agrees to do so.

**Section 3.** This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this AGREEMENT, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the EMPLOYER. This shall be the sole procedure available for processing covered grievances.

**Section 4.** A grievance means any complaint:

- a. By any unit employee concerning any matter relating to the employment of the employee, except for those matters specifically excluded in Section 5 of this Article;
- b. By the UNION concerning any matter relating to the employment of the employee; or
- c. By any unit employee, the UNION, or the EMPLOYER concerning:
  - (1) The effect or interpretation or a claim of breach of this collective bargaining AGREEMENT; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

**Section 5.** Matters excluded from this grievance procedure are as follows:

- a. A claimed violation of prohibited political activities;
- b. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Program, US Department of Labor;
- c. A suspension or removal under 5 USC 7532 (National Security);
- d. Any examination, certification or appointment of candidates for federal employment;

- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Equal Employment Opportunity complaints or allegations;
- g. Non-selection for promotion from a group of properly ranked and certified candidates;
- h. Notice of proposed actions;
- i. Termination of probationary employees;
- j. Any matter appealable to the U.S. Merit Systems Protection Board; and
- k. Allegations of mismanagement.

**Section 6.** Grievances may be initiated by:

- a. Employees (either individually or jointly);
- b. The UNION; or
- c. The EMPLOYER.

Regardless of UNION membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or established agency policy. An employee or group of employees in the unit may only be represented by themselves or the UNION in filing a grievance under this negotiated procedure.

**Section 7.** If two or more employees initiate identical grievances, where the basis for the grievance and corrective action being sought are identical, the UNION, if it has been designated as the representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

**Section 8.** A reasonable amount of official time will be granted an aggrieved employee to investigate, prepare, and/or present a grievance; however, no overtime will be paid to any employee to accomplish these functions. An employee desiring official time for either of the forgoing purposes, shall request time in accordance with Article 7, UNION Representation.

**Section 9.** No representative of the UNION will solicit grievances from employees.

**Section 10.** Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the UNION to comply with any applicable time limit will terminate further consideration of the grievance, except as otherwise provided herein. Failure of the EMPLOYER to comply with any applicable processing time will constitute a valid basis for the grievance being advanced to the next

higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual written agreement between the EMPLOYER and the UNION.

**Section 11.** A grievance by the employee, UNION, or the EMPLOYER shall be filed within ten (10) work days of the occurrence or awareness, whichever occurs later, of the incident being grieved, except where circumstances beyond control of the employee prevent timely presentation. Should extenuating circumstances preclude adherence to the above-stated time constraints, written reasons will be submitted with the grievance.

**Section 12.** Employee grievances shall be processed as follows:

Step 1. An Employee shall first take up a grievance with his immediate supervisor, or designee. The employee may choose to have a UNION representative. The following shall be specified in writing by email or the Employee Grievance Form:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved; and
- c. The corrective relief sought.

The immediate supervisor, or designee, shall make a reasonable effort to resolve the grievance and will render his written decision or findings/conclusions to the employee within seven (7) work days of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing his written grievance within seven (7) work days of receipt of the Step 1 decision to the second level supervisor. This grievance shall identify:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved;
- c. The date of receipt of the Step 1 decision; and
- d. The corrective relief sought.

Representatives of the EMPLOYER will meet with the grieved employee and his UNION representative to discuss the grievance. The second level supervisor, or designee, will render a written decision within seven (7) work days from the date he receives the grievance.

Step 3. Should resolution not occur at Step 2, the employee may submit the grievance for further consideration by filing his written grievance within seven (7) work days of receipt of the Step 2 decision to the Commander/Director or designee. This grievance shall identify:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved;
- c. The date of receipt of the Step 2 decision; and
- d. The corrective relief sought.

Representatives of the EMPLOYER will meet with the grieved employee and his UNION representative to discuss the grievance. The Commander/Director or designee, will render a written decision within seven (7) work days from the date he receives the grievance.

**Section 13.** EMPLOYER grievances shall be filed in writing with the President of the UNION. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance. The President shall issue a written decision within seven (7) work days of receipt of the grievance.

**Section 14.** UNION grievances shall be filed in writing with the Commander/Director or designee, by an elected officer of the UNION. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance. The Commander/Director or designee, shall issue a written decision within seven (7) work days of his receipt of the grievance.

**Section 15.** The PARTIES agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) work days following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date. If the PARTIES agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The PARTIES also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the PARTIES agree to follow the guidelines, which entitle a grievant to be present at the mediation conference. The mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the PARTIES or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the PARTIES agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

**Section 16.** Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the UNION or the EMPLOYER.

## ARTICLE 44

### ARBITRATION PROCEDURE

**Section 1.** When a matter pursued through the negotiated grievance procedure is not satisfactorily resolved at the final step of the grievance procedure, the matter may be submitted for arbitration by the EMPLOYER or the UNION. The request to invoke arbitration must be in writing and must be received by the Commander/Director or designee or the UNION President within ten (10) work days of the date of receipt of the final grievance decision or conclusion of grievance mediation. Only the PARTIES to this AGREEMENT may invoke arbitration.

**Section 2.** Within ten (10) work days after receipt of the arbitration request, the EMPLOYER and the UNION will jointly request that the Federal Mediation and Conciliation Service submit a list of seven (7) impartial persons qualified to act as arbitrators. The party invoking the arbitration will initially pay the appropriate list fee. The fee will be split if there is a split decision. The losing party shall otherwise be responsible for the fee. Representatives of the UNION and the EMPLOYER will meet within ten (10) work days after receipt of such a list. A representative of the UNION and a representative of the EMPLOYER will each strike one arbitrator's name from the list of seven (7); they will then repeat this procedure. The remaining name will be the duly selected arbitrator. A flip of a coin will decide which party strikes first.

**Section 3.** The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. either party refuses to participate in the selection of an Arbitrator; or
- b. upon inaction or undue delay on the part of either party.

**Section 4.** The PARTIES will in good faith attempt to define the issue. If complete AGREEMENT cannot be reached on the issue prior to arbitration, the PARTIES will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

**Section 5.** Grievability and arbitrability of issues, if unresolved, will be handled as threshold issues at Arbitration. Grievability or arbitrability issues must be raised in writing to the other party within ten (10) work days after selection of an arbitrator.

**Section 6.** The Arbitrator's fees and expenses shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the fees and expenses will be shared equally by the EMPLOYER and the UNION. Where the UNION and the EMPLOYER mutually request, a transcript or the arbitrator requests a transcript, the expenses will be shared; otherwise the party requesting the transcript shall bear the expense. The

EMPLOYER and the UNION shall share equally the expenses of any mutually agreed upon services.

**Section 7.** The arbitration hearing will be on the EMPLOYER's premises during the EMPLOYER's regular administrative working hours. Each person authorized to attend the arbitration hearing who is employed by the EMPLOYER and who is on active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. When necessary, an employee's shift will be adjusted to accommodate presence at the hearing in a duty status.

**Section 8.** The Arbitrator will be requested to render a decision not later than thirty (30) calendar days after conclusion of the hearing, unless the PARTIES agree otherwise.

**Section 9.** The Arbitrator will not change, modify, alter, delete, or add to the provisions of this AGREEMENT; this right is the prerogative of the UNION and the EMPLOYER only.

**Section 10.** Either the UNION or the EMPLOYER may file exceptions to an Arbitrator's award in accordance with law and regulations.

**ARTICLE 45**  
**TRAVEL**

**Section 1.** The EMPLOYER has the right to require employees to travel on temporary duty (TDY) under the conditions prescribed in applicable laws and regulations.

**Section 2.** Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with Joint Travel Regulation (JTR).

**Section 3.** The Government Travel Charge Card (GTCC) will be used in accordance with Travel and Transportation Reform Act of 1998 and DOD Instruction. DOD policy is the GTCC will be used to pay for ALL official travel expenses while on TDY. Personal use of the travel card or using the travel card to pay for someone else's travel expenses is prohibited. The misuse of the travel card for non-official expenses will result in disciplinary action.

**Section 4.** Where possible, the EMPLOYER shall notify employees of travel requirements sufficiently in advance to permit the employee to obtain transportation requests during working hours prior to the scheduled day of departure.

**ARTICLE 46**  
**LOCAL TRAVEL**

**Section 1.** When conducting official business employees should avail themselves of existing EMPLOYER furnished transportation services, or employee(s) may elect to use privately owned vehicles.

**Section 2.** With prior authorization, an employee performing work during duty hours and the employee utilizes his privately owned vehicle for official business, the employee shall be reimbursed for mileage in accordance with the Joint Travel Regulations.

## ARTICLE 47

### PHYSICAL CONDITIONING/WELLNESS PROGRAM (PC/WP)

**Section 1.** The EMPLOYER agrees to allow bargaining unit employees to participate in installation or command sponsored health promotion initiatives (e.g. health and nutrition education, physical activity promotion, occupational health and safety, disease management and prevention) subject to workload and mission requirements.

**Section 2.** Supervisory approval is required in advance and participation must not interfere with mission requirements.

**Section 3.** Employees participating in the Army Civilian Wellness/Fitness Program IAW AR 600-63 are authorized three hours excused absence per week to participate in this program.

**Section 4.** Employees wishing continued participation in health and fitness activities of long term duration will receive supervisory approval at 6 month intervals.

**Section 5.** Employees normally do not earn overtime, compensatory time or credit time on days they participate in PC/WP.

**Section 6.** Supervisors may terminate or suspend an employee's use of the PC/WP for performance or disciplinary issues.

## ARTICLE 48

### ENVIRONMENTAL DIFFERENTIAL PAY/HAZARDOUS DUTY PAY

**Section 1.** The EMPLOYER shall pay Environmental Differential Pay (EDP)/Hazardous Duty Pay (HDP) to personnel when they are required to perform duties that involve unusual hazards, physical hardships, or working conditions in accordance with 5 CFR 532.511 for Wage Grade employees or 5 CFR 550, Subpart I, for General Schedule employees.

**Section 2.** In accordance with Federal statutes and DOD/DOA policy guidance, the EMPLOYER is obligated, wherever feasible given available technology, to eliminate or substantially reduce employee exposure to environmental hazards, physical hardships, and working conditions of an unusually severe nature.

**Section 3.** The EMPLOYER will maintain a listing of all positions for which EDP or HDP is authorized and shall provide the information to the UNION upon request.

**Section 4.** An employee who does not receive EDP/HDP as required by the CFR may file a grievance at Step 1 of the Negotiated Grievance Procedure.

## ARTICLE 49

### FRAUD, WASTE, AND ABUSE

**Section 1.** All employees should report fraud, waste, and abuse relating to both the Command and other DOD activities.

**Section 2.** Any employee who suspects a case of fraud, waste, and abuse is encouraged to report the situation to his chain of command or the inspector general (IG). In addition, reporting agencies and phone numbers are available through various media, including bulletin boards, post publications, and internet sites. The following listed numbers are informational purposes only and were valid at the time this article was approved. Neither PARTY guarantees the accuracy of these numbers:

Inspector General (Fort Eustis)	(757) 878-4844
Department of the Army	(800) 752-9747
DOD Hotline	DSN 227-1061
Toll Free	(800) 424-9098
General Accounting Office (GAO) Hotline	
Toll Free	(800) 424-5454

U.S. Office of Special Counsel hotlines:

- |                                     |                |
|-------------------------------------|----------------|
| a. Prohibited Personnel Practice    | (800) 872-9855 |
| b. Whistleblower Disclosure         | (800) 572-2249 |
| c. Political Activity (“Hatch Act”) | (800) 854-2824 |

## **ARTICLE 50**

### **CHILD CARE**

**Section 1.** The EMPLOYER shall provide child care services in its child care centers for employees' children in accordance with priorities established by applicable law and regulations.

**Section 2.** The cost for the use of Child Development Center services, to include registration fees and basic fees, will be based on the same income criteria as established for military personnel. The cost for the use of the on-post Family Child-Care Provider services are established by each individual Care Provider.

**Section 3.** The EMPLOYER agrees to provide the UNION copies of current installation child care service fee rates and any changes which may be issued.

**ARTICLE 51**  
**EMPLOYEE FACILITIES**

**Section 1.** Unit employees shall be provided parking near their work area. Handicapped employees, as defined in controlling regulations, shall have access to handicapped parking in close proximity to their working areas. Employees temporarily handicapped to the extent that walking to and from parking lots would create an undue hardship shall have access to handicapped parking.

**Section 2.** The EMPLOYER shall maintain adequate lighting, heating, and cleanliness in work areas and rest rooms.

**Section 3.** Employees shall be provided a break/eating room in buildings where space/facilities permit. Vending machines shall be installed in accordance with AAFES policies if space permits.

**Section 4.** Searches of desk, lockers or other facilities assigned to employees may be permitted on the basis of reasonable suspicion of work related misconduct based on specific objective facts and reasonable inferences drawn from those facts. Except where exigent circumstances exist, searches shall be conducted in the presence of the employee or, in his/her absence, a UNION representative shall be given a reasonable opportunity to be present as an observer.

**ARTICLE 52**  
**NEW EMPLOYEE IN-PROCESSING/ORIENTATION**

**Section 1.** The PARTIES recognize the importance and the value of employee in-processing orientation.

**Section 2.** The UNION shall be afforded the opportunity to be represented at new employee in-processing/orientation session. One UNION representative shall be permitted the opportunity to:

- a. Advise bargaining unit employees of its existence;
- b. Describe the bargaining unit it represents;
- c. Provide the telephone number where UNION representatives can be reached;
- d. Distribute copies of the AGREEMENT to bargaining unit employees; and
- e. Respond to questions.

**Section 3.** The UNION agrees that the purpose for attending new employee in-processing/orientation shall not be for the purpose of soliciting UNION membership.

**Section 4.** The UNION shall advise the EMPLOYER, ATTN: Labor Relations Branch the name of the person designated to serve as its representative at new employee in-processing/orientations. The UNION may change its designee upon written notification to the EMPLOYER.

## ARTICLE 53

### UNFAIR LABOR PRACTICES

**Section 1.** The EMPLOYER and the UNION agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULP), should be handled informally and between the PARTIES. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of 10 work days.

**Section 2.** If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

**Section 3.** All informal complaints will be filed, in writing with either the EMPLOYER, ATTN: Commander/Director or the President, NAIL Local 11. The 10-work day informal resolution period will begin on the date the written charge is received by the charged party.

**ARTICLE 54**  
**NURSING MOTHERS**

**Section 1.** The EMPLOYER will provide a clean, private space, shielded from view and free from any intrusion from co-workers and the public, which can be temporary, depending on the agency's circumstances and employee demographics, for nursing mothers to express breast milk. The room will include electrical outlets, a place to sit, a flat surface other than the floor for mothers to place their breast pumps and other supplies. The room will be lockable and the supervisor will assign a key, if needed, to the nursing mother. A Do Not Enter sign will be provided. A refrigerator and sink will be in close proximity to the room.

**Section 1.** Nursing mothers who use EMPLOYER provided refrigerator will be required to have name and date labeled on each bottle of expressed milk and to remove expressed milk from the refrigerator at the end of their duty day. Nursing mothers will provide their own breast pump, collection bottles, and storage containers or bags.

**Section 2.** Reasonable break time will be granted that supports a nursing mother's need to express milk, both in frequency and duration.

**ARTICLE 55**  
**GENERAL PROVISIONS**

**Section 1.** The EMPLOYER will provide the UNION a copy of the EMPLOYERs regulations and directives affecting conditions of employment, personnel policies, working conditions and proposed changes thereto that are not available electronically or via the Internet.

**Section 2.** The EMPLOYER agrees to furnish to the UNION upon written request but not more frequently than twice each year a listing of employees in the Unit.

**Section 3.** UNION officers/stewards may use internal mail distribution in carrying out their representational tasks.

**Section 4.** UNION representatives may use the EMPLOYER's telephones, computers, and copiers/facsimile machines in carrying out representational tasks.

**Section 5.** Activity facilities will be made available where practicable upon request for UNION meetings. Management will make every reasonable effort to make such facilities available. The UNION will be responsible for the security of the facility and for the policing of the facilities after these meetings.

**Section 6.** When needed, the EMPLOYER will assist employees with obtaining their electronic Official Personnel File.

**Section 7.** The UNION's rights to represent employees as specified in this AGREEMENT applies to work performed during scheduled tours of duty as well as periods of overtime.

**Section 8.** The EMPLOYER will encourage employee participation in the Transportation Incentive Program, where available, pursuant to Executive Order 13150.

## ARTICLE 56

### DISTRIBUTION OF AGREEMENT

**Section 1.** The AGREEMENT will be typed in final form by the EMPLOYER. Within 60 days of the effective date of this AGREEMENT, the EMPLOYER will provide a printed copy of the AGREEMENT to all current bargaining unit employees. The EMPLOYER will provide each new hire a printed copy of the AGREEMENT. The cost of reproduction will be borne by the EMPLOYER.

**Section 2.** The EMPLOYER shall furnish 100 copies of the AGREEMENT to the Union for its internal use.

**Section 3.** Upon approval the EMPLOYER will post the AGREEMENT on the CPAC website.

## ARTICLE 57

### DURATION AND CHANGES

**Section 1.** This AGREEMENT shall remain in full force and effect for a period of 3 years from the date of its approval by the head of the Agency or from the 31<sup>st</sup> day after execution; whichever is sooner. This AGREEMENT will automatically be renewed for 3-year periods thereafter unless written notice of a desire to renegotiate the AGREEMENT is served by either party between the 105<sup>th</sup> and 60<sup>th</sup> day prior to expiration of the contract.

**Section 2.** This AGREEMENT is subject to reopening:

- a. By mutual consent of the PARTIES concerned;
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the AGREEMENT.

**Section 3.** Should one of the PARTIES choose not to extend the AGREEMENT but rather renegotiate a new AGREEMENT, the following shall apply.

a. No earlier than 105 nor less than 60 days prior to the scheduled expiration date of this AGREEMENT, the party wishing to renegotiate the AGREEMENT shall inform the other party of its desire to do so.

b. The party desiring to renegotiate the AGREEMENT (moving party) shall provide an electronic copy of its proposed contract along with its request to renegotiate to the responding party.

c. The party receiving the request to renegotiate shall submit counterproposals/proposals to the moving party within 30 days of the receipt of the request to renegotiate.

d. The PARTIES shall meet to begin negotiations at a mutually convenient time but within 15 days, unless otherwise mutually agreed to by the PARTIES, of the receipt of the counterproposals submitted by the responding party.

**Section 4.** When the renegotiation of this AGREEMENT is pending or in process, and the PARTIES are unable to complete such renegotiation by the termination date of the AGREEMENT, the terms and conditions of this AGREEMENT shall continue in effect until a new AGREEMENT is effected.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS EMPLOYER UNION AGREEMENT ON

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APPROVED BY THE DEPARTMENT OF DEFENSE ON TO BE EFFECTIVE ON