

COLLECTIVE BARGAINING UNIT

BETWEEN

**Military Entrance Processing Station
Syracuse, NY**

AND

National Federation of Federal Employees Local 2109

**Effective Date:
5 June 14**

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Article 1

DEFINITIONS

1. DAY: Refers to workday, except as noted
2. Employee: Bargaining Unit Employee
3. UNION OFFICIAL and/or UNION REPRESENTATIVE: Any accredited National Representative of the UNION, and the duly elected or appointed officials of the local, including stewards, or any council, as applicable
4. Employer: Military Entrance Processing Station (MEPS)
5. CPAC: Civilian Personnel Advisory Center, Tobyhanna, PA
6. OSHA: Occupational Safety and Health Administration
7. UNIT: Bargaining employees as defined in Article 2
8. RPA: Request for Personnel Action
9. OPM: Office of Personnel Management
10. Parties: National Federation of Federal Employees herein referred to as Union and the Syracuse Military Entrance Processing Station (MEPS) herein referred to as Employer
11. FSLMR: Federal Service Labor Management Relations
12. MOU: Memorandum of Understanding
13. MOA: Memorandum of Agreement
14. LWOP: Leave without Pay
15. ABC: Army Benefits Center
16. DOJ: Department of Justice
17. FMCS: Federal Mediation Conciliation Service
18. FSIP: Federal Service Impasses Panel
19. EEO: Equal Employment Opportunity

20. EAP: Employee Assistance Program
21. MSPB: Merit Systems Protections Board
22. RIF: Reduction in Force
23. NECHRA: Northeast Civilian Human Resources Agency
24. VEAD: Voluntary Election of Alternate Discipline
25. FPL: Full Performance Level
26. AWOL: Absent without Leave
27. DFAS: Defense Finance and Accounting Service
28. OPF: Official Personnel File
29. TAPES: Total Army Performance Evaluation System
30. FMLA: Family and Medical Leave Act
31. OMB: Office of Management and Budget
32. LOR: Letter of Reprimand
33. CFR: Code of Federal Regulations
34. DoD: Department of Defense
35. DA: Department of the Army
36. FLRA: Federal Labor Relations Authority
37. CBA: Collective Bargaining Agreement

Article 2

PARTNERSHIP

Be it recognized that the parties have and will continue to function as true partners with a common goal - the best interests of the Military Entrance Processing Station in the accomplishment of its mission. This section serves as a formalization of this bond and the articulation of our common goal.

Section 1

The parties are committed to pursuing changes and solutions that promote continuous improvement of quality and productivity, customer service, mission achievement, efficiency, quality of work life, employee well-being, and organizational performance and readiness.

Section 2 - Mutual Support of Efficient Operations

The public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices.

To achieve the efficient accomplishment of the mission of the agency, the parties agree to support the following principles:

It is the intent and purpose of the parties to promote and improve the efficient administration of the federal service and the well-being of employees within the meaning of the Federal Service Labor-Management Relations Statute, the parties also promote a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest.

The union agrees to support the employer in its efforts to eliminate waste; address issues of absenteeism; conserve materials and supplies; promote timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the employer, the union employees and local community.

The employer agrees to support the principles of employee development, strengthening of morale, and efficient and effective working practices.

Section 3 - New Partnership Agreement

The parties agree to comply with any new Partnership Executive Order or Law and further agree to incorporate such as part of this CBA.

Article 3

EXCLUSIVE RECOGNITION & COVERAGE OF CBA

Section 1

The employer hereby recognizes that the union is the exclusive representative of all employees in the Bargaining Units (as defined in Section 2 below). The union recognizes its responsibility to represent the interests of all such employees without regard for employee status, discrimination or employee organizational membership.

Section 2

The recognized Bargaining Units to which this CBA applies include all non-professional General Schedule employees of the Military Entrance Processing Station (MEPS), Syracuse, NY. Excluded from the Bargaining Unit are management officials, supervisors and employees described in 5 U.S.C § 7112(b) (2), (3), (4), (5), (6) and (7).

Section 3

Recognition is based on the Certification of Representative pursuant to Case No. BN-RP-09- 0025 dated August 13, 2009 issued by Mr. Peter A. Sutton, Regional Director, Chicago Region, Federal Labor Relations Authority.

Article 4

LAWS & REGULATIONS

In the administration of all matters covered by the CBA, officials and employees are governed by existing or future laws, and existing or subsequent regulations of appropriate authorities, including mandatory (non-discretionary) 5 U.S.C. provisions as supplemented by OPM, DoD, DA, or other appropriate authority.

Article 5

EXISTING PRACTICES & RELATIONSHIPS

Nothing is to alter or supersede existing employee-employer practices and relationships within MEPS, except as specifically provided herein.

The parties agree that all MOUs shall be incorporated in this CBA or added as an addendum.

MOUs within the scope of 5 U.S.C. Chapter 71 will be valid only if they contain the signatures of the union president or designee and employer.

Timeframes in this CBA may be extended by mutual consent of the parties.

Article 6

ORIENTATION OF NEW EMPLOYEES

Representatives of the union shall be afforded a period of time, not to exceed 30 minutes, to speak to new Bargaining Unit Employees, and to provide such Employees with an introduction to the purposes, goals, and achievements of the union. Attendance at orientation is mandatory for all new civilian employees.

The union will provide a copy of the CBA to new employees.

Article 7

MANAGEMENT RIGHTS

Section 1

In accordance with Chapter 71 of Title 5 U.S. Code, nothing in this CBA shall affect the authority of management, subject to Section 2 of this Article:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency, and
- b. In accordance with applicable laws -
 - (1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointments from –
 - (a) among properly ranked and certified candidates for promotion; or
 - (b) any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2

Nothing in this Article shall preclude any agency and any other labor organization from negotiating –

- (a) At the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (b) Procedures which management officials of the agency will observe in exercising any authority under this Section; or
- (c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

Article 8

EMPLOYEE RIGHTS

Section 1 - NFFE Membership

Employees in the unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist the NFFE or to refrain from such activity. This CBA does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or agency policies, or from choosing his or her own representative in a statutory appeal action.

Nothing in this CBA shall deny an employee the right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Federal Service Labor Management Relations Statute (FSLMR), the negotiated grievance procedure, or any other appropriate procedure for redressing wrongs to an employee. An employee may be represented by an attorney or other representative (including him or herself) of the employee's own choosing, other than the union, in any appeal action not under the negotiated grievance procedure. All employees may exercise grievance or appeal rights, which are established by law, rule, regulation or this CBA.

Section 2

The employer shall take such action consistent with law or regulation, as may be required, in order to inform employees of their rights as prescribed in Chapter 71 of Title 5 U. S. Code and this Article (Weingarten Act).

Section 3 -Accountability

An employee is accountable for the performance of official duties and compliance with standards of conduct for federal employees.

Section 4 - Non-Discrimination

No employee will be discriminated against by either the employer or NFFE because of race, color, creed, religion, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.

Section 5

All parties deserve to be treated with common courtesy and consideration normal in an employer- employee relationship.

Section 6

Counseling and warning sessions involving unit employees will be conducted discreetly and in a private location.

Section 7

Employees are entitled to a reasonable amount of official time whenever discussing, preparing, or filing complaints, and when meeting with NFFE representatives or management representatives concerning any complaint or working condition of the employee during their tour of duty only.

Section 8 - Employees' Rights

"Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right" –

(a) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and

(b) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter." (5 U.S.C. 7102)

Section 9 - Employees Have The Right To:

(a) A workplace free of unnecessary hazards.

(b) Make appointments through their supervisor to discuss their problems with the CPAC, Equal Employment Office or Counselor, union representative, Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest.

Section 10 - Miscellaneous

(a) Personnel who are issued uniforms shall be required (except under extenuating circumstances) to wear them and shall be allowed reasonable time for changing clothes.

(b) The employer agrees to reasonably provide lunch and break facilities; to include an operable and accessible refrigerator and microwave. The parties agree to negotiate as appropriate on changes to these facilities.

(c) The employer agrees that searches of an employee's personal effects will be conducted as follows: with the employee present and with his/her union representative if the employee so chooses, or if the employee is not present at work, with a NFFE representative present, except in cases of random gate checks or other random checks for contraband. In cases where the search is pursuant to a search warrant, the search will not be delayed beyond a reasonable period of time after the notification to the employee and/or union representative. In all other cases the search will not be unreasonably delayed while waiting for the employee and/or his/her representative. All keys to employee's desk and file cabinets (other than the employee's copy) should be secured with the key custodian. No other personnel shall be in possession of said keys unless aforementioned circumstances and protocol are involved.

(d) The employer's CPAC is available to provide assistance to employees in the retirement application process including disability retirement.

€ The employer's CPAC is available to provide assistance to employees regarding USA JOBS, Army Benefits Center (ABC), Federal Employees' Health Benefits (FEHB) plans and any required mandatory training.

(f) The employer will provide yearly benefit training utilizing existing resources available.

Section 11

Employees shall not be subjected to prohibited personnel practices as defined by 5 U.S.C. 2302. These include the following:

(a) The employer may not take, fail to take, or threaten to take or fail to take a personnel action against an employee or applicant for exercising an appeal, complaint, or grievance right; testifying for or assisting another in exercising such a right; cooperating with or disclosing information to the Special Counsel or to an Inspector General; or refusing to obey an order that would require the individual to violate a law.

(b) The employer may not engage in reprisal for whistle blowing – i.e., take, fail to take, or threaten to take or fail to take a personnel action with respect to any employee or applicant because of any disclosure of information by the employee or applicant that

he or she reasonably believes evidences a violation of a law, rule or regulation; gross mismanagement; gross waste of funds; an abuse of authority; or a substantial and specific danger to public health or safety (if such disclosure is not barred by law and such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs).

Section 12

The parties agree that aggressive behavior and physical violence in the workplace adversely affect employee performance and organizational goals. Both parties are committed to providing a work environment that is free from intimidation, harassment, threats, assaults or acts of violence. Threats of violence or physical harm, and any form of physical or sexual assault and threats of physical assault are prohibited. This also includes conduct that harasses, threatens or interferes with another person's work performance or creates an intimidating or hostile work environment. Employees are encouraged to conform to this policy and to report threats or actual incidents of aggressive or violent behavior to their supervisor or other appropriate official.

Section 13

The parties agree, if in the best interest of the United States, upon request of the individuals concerned, and upon certification by his or her agency that he or she was acting within the scope of his or her employment, DOJ may represent present and former DA personnel sued individually as a result of actions taken within the scope of their employment. Representation can be declined for a variety of reasons, including but not limited to the following: the employee was not acting within the scope of his or her office; there is a conflict of interest; or, actions were not taken in a good faith effort to conform to law and in accordance with AR 27-40 and other applicable laws, rules and regulations.

Section 14

Weingarten Rights - If an employee is called to a meeting or investigation, and he/she reasonably believes that the meeting may result in disciplinary action, he/she can invoke their Weingarten Rights. A description of these rights is as follows:

(a) The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

(b) After the employee makes the request, the employer must choose from among three options:

- grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
- deny the request and end the interview immediately; or

- give the employee a clear choice between having the interview without representation, or ending the interview.

(c) If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

Article 9

LABOR ORGANIZATION RIGHTS AND REPRESENTATION

Section 1

The employer recognizes that NFFE Local 2109 is the exclusive representative for employees in the bargaining unit. Therefore, all representatives of NFFE Local 2109 shall be accorded all rights and privileges associated with their position and necessary to fulfill their obligations to the full extent authorized by law, rule or regulation of appropriate authority.

Section 2

The parties agree to meet at reasonable times to discuss matters which fall within the purview of conditions of employment of unit members.

Section 3

The employer agrees to recognize any union officer or steward designated by the union to represent any employee or group of employees in any matter affecting the conditions of employment of the respective employee(s). Only the union president or his/her designee is authorized to represent the union.

Section 4

The employer recognizes the right of an employee or group of employees to be represented by a person designated by the union. The employer also recognizes the right of the union to uphold the CBA at any formal discussion. Formal discussions are defined as: any meeting held by representatives of agency management with bargaining unit employees concerning grievances, personnel policies or practices or general conditions of employment and as further defined by 5 U.S.C. Chapter 71, Section 7114.

Section 5 - Official Time

To be able to fulfill his/her responsibilities, the employer agrees to permit officially designated union representatives, sufficient duty time for the performance of their representational responsibilities.

Combined official time (in the event of multiple union representatives) use may not exceed five (5)- hours per pay period (not to include, Weingarten Act, employer directed meetings, and formal discussions). The use of this official time may not be used outside the scope of representational duties, such as conducting internal union business, solicitation of membership, election of labor organization officials, and collection of dues.

Official time will be requested in advance, may not interfere with successful accomplishment of the MEPS mission and will be requested using the Syracuse MEPS Union Official Daily Sign-Out Sheet.

Requests for additional official time may be considered. Such requests should be rare and for specific purposes. The union shall submit all requests to the Commander.

Section 6

All duty time used for representational purposes is subject to the release of the union official from the performance of work related matters. If the union official cannot be released due to workload considerations, the meeting will be rescheduled.

Article 10

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1

In order to facilitate and expedite the Labor Management Relations Program, the employer agrees to provide to the union space within MEPS to be used on an as needed basis to conduct representational duties.

Section 2

The employer agrees to provide dedicated space on a centrally located area in the break room of the MEPS for the union to post union related materials. The materials posted cannot undermine the spirit of cooperative and positive labor management relations.

All costs incident to reproduction and preparation of union material shall be borne by the union. In addition, bulletin boards or parts thereof are furnished for the convenience of the union which is solely responsible for its material. The employer does not vouch for the accuracy or authenticity of the union information nor does appearance of material on the board constitute endorsement by the employer.

Section 3 - Agency Regulations

The employer agrees to furnish the union with a copy of each agency regulation, bulletin, manual or other such directive and amendments and changes thereto issued or made generally available to employees which affect employees in the bargaining unit.

Section 4 - Lists

The employer agrees to furnish the union, upon request, not to exceed twice per year, an up-to-date list of all employees in the bargaining unit, to include a list of all authorizations and vacancies, showing name, position title and number, and official duty station.

Article 11

NEGOTIATIONS

Section 1

The parties agree to negotiate in full accord with the letter and spirit of the language set forth in of 5 U.S.C. Chapter 71. The parties are obliged to meet at reasonable times and negotiate in good faith. The objective of such negotiations will be to reach an agreement by the diligent and serious exchange of information and views, and by avoiding unnecessary protracted negotiations. The parties agree that where the CBA and agency regulations including directives and MEPS regulations are in conflict within the CBA, the CBA will govern. In the event that legislation is enacted, which affects any provision of the CBA the parties shall reopen the affected provision(s) and renegotiate the contents of the affected provision(s).

Section 2

When proposing changes to the CBA at the expiration of the full term of the CBA, the following procedures will apply:

(a) The party wishing to reopen negotiations on the CBA will notify the other party no more than one hundred five (105) calendar nor less than sixty (60) calendar days prior to the expiration date of the CBA.

(b) The guidelines governing the provisions of the renegotiation of the CBA will be identified in the ground rules. The ground rules will be negotiated between the parties at a mutually agreed upon time after the receiving party gets notification that the other party wishes to re-open the CBA. Within ten (10) working days following the notification, the parties will confirm in writing the date for the commencement of negotiations and schedule of negotiating sessions.

(c) All language of the existing CBA will remain in effect until the conclusion of the negotiation process including the use of the Federal Mediation & Conciliation Service (FM&CS) and Federal Service Impasses Panel (FSIP).

Section 3 - Mid-Term Negotiations

This agreement may only be opened during mid-term by mutual agreement of both parties. Should the parties agree to re-open the agreement, only those article(s) in which the parties agree to re-open are subject to re-negotiation. Should both parties agree to re-open the agreement, the party which submitted the original request to re-open the agreement will furnish the other party a proposal within thirty (30) calendar days of agreement to re-open the agreement. The other party will then have thirty (30) calendar days to respond with counter proposals. Upon receipt of the counter

proposals, the parties will agree upon a mutual date in which to commence negotiations.

Section 4

Any time parameters established in this article may be extended by mutual agreement.

Section 5 - Matters Appropriate for Negotiation

The employer agrees to provide adequate notice and the opportunity to negotiate prior to changing established personnel policies and practices, and matters affecting working conditions during the term of this CBA.

For purposes of this CBA, It is understood that the employer in this context means a representative with delegate authority to speak for the employer. In an effort to inform the union of proposed changes, the employer agrees to provide the union with an advanced written notice of any proposed directive which effects or changes existing personnel policies, programs, and/or procedures related to working conditions. The employer will provide an advanced copy of the proposed directive to the union president a minimum of ten (10) working days prior to the anticipated implementation date. The union, at anytime within the ten (10) working day notification period, may request clarification, additional time, or its desire to negotiate over the proposed directive. If the union does not request bargaining within the notification period, the employer may implement the proposed change(s).

Article 12

MUTUAL OBLIGATIONS

Section 1

The parties mutually agree that 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. In pursuit of this goal, technological progress and the economical use of human and other resources are endorsed by the parties. The parties also mutually support the initiatives regarding physical security initiatives.

Section 2

The parties shall place full support and effort behind human resource programs established by the employer, such as, but not limited to: Employee Development, Equal Employment Opportunity, and Alcohol & Drug Abuse Prevention and Control Program, as such programs are intended to improve employee well-being, proficiency, and morale.

Section 3

The parties agree to promote and support all reasonable efforts to conserve energy resources through the economical use of electricity, gas, oil, water, paper, etc., and the support of recycling projects.

Section 4

The parties have an obligation to assure that all management and union officials respectively, are made aware of their obligation to comply with the terms of this CBA.

Article 13

LABOR-MANAGEMENT RELATIONS TRAINING

Union Sponsored Training Session: The employer agrees to grant official time to employees who are union officers and stewards for the purpose of attending union sponsored and other training sessions, provided the training is of mutual benefit to both parties. Official time for this purpose will not exceed a total of eighty (80) hours per union official, per year, (with no more than two union officials per year – dependent on mission staffing needs) within each twelve (12) month period of the life of this agreement, beginning on the effective date of the agreement. A written request for official time will be submitted by the union president or designee to the Commanding officer of the MEPS, copy furnished to the employees supervisor at least sixty (60) calendar days in advance of the requested training date(s). The request will contain information about the duration, purpose, and nature of the training. Requests may be denied due to mission related reasons. In the event the request is denied due to such reasons, the union will be informed in writing. Once the employer has approved union training, the employer will exhaust all available options prior to cancelling the approved training (if necessary).

Article 14

GENERAL PROVISIONS

Section 1

The parties mutually agree to support the principles regarding "Standards of Conduct for Department of Army Personnel."

Section 2 - Publication of the Agreement

The employer will furnish two (2) master copies of the CBA, one to the union and one to the employer. Publication of the CBA will be arranged by the employer.

Section 3 - Reasonable Accommodations for Employees with Disabilities (Temporary or Permanent)

All requests for reasonable accommodation will be addressed as appropriate based on the provisions provided for by appropriate laws, regulations, and policies, as identified by OPM, the Equal Employment Opportunity Commission, and other appropriate federal agencies.

Section 4 - Transfer of Function/Reorganization

The employer shall notify the union in writing as soon as practicable after a determination has been made with respect to a transfer of function or a reorganization which will impact the existing workforce.

After notification to the union, the employer will counsel affected employees in accordance with appropriate regulations, including 5 CFR 351, Subpart C, to explain the rights, privileges, benefits, available to employees when they are adversely affected.

Section 5 - Responsibility for Equipment

Employees will not be held responsible for loss, damage or destruction of tools, equipment or supplies that is not caused by fault or negligence of the employee as evidenced by a financial liability investigation.

Article 15

HOURS OF WORK IN BASIC WORKWEEK

Section 1

The administrative workweek begins at 0001 hours on Sunday and ends at 2400 hours the following Saturday.

United States Military Entrance Processing Command's Policy Memorandum 6-2 establishes civilian hours of duty/work schedules and will be posted to the MEPS intranet.

Flexible work schedules as defined by OPM will be reviewed and approved/disapproved by management on an individual basis and, if need be to terminate, a one pay period notice will be given.

Section 2

The United States Military Entrance Processing Command's published Annual Operations Calendar will establish the MEPS workweek, Saturday openings and approved holidays, training days and other significant days for the fiscal year.

Section 3 - Break and Lunch Periods

Lunch periods will be thirty (30) minutes of unpaid duty time during the middle of a scheduled duty day.

Employees are allowed one (1) fifteen (15) minute break for any four (4) hour period worked. The breaks may not be combined with any other break or lunch period.

Section 4

No change in the basic work week will occur that is not the result of negotiations, except as may be required for compliance with 5 C.F.R., Part 610 as supplemented by OPM.

Section 5

When an employee reports for work at the prescribed starting hour on a scheduled workday and is prepared for and remains capable of, but is prevented from performing their regularly assigned duties by circumstances beyond their control, the employer will make a reasonable attempt to keep the employee gainfully employed by assigning them to other duties.

Section 6

The employer agrees that all official travel time as pertains to temporary duty assignments will be scheduled and paid in accordance with applicable laws and regulations. Where feasible, the employer will consider employee requests regarding their preferred travel times.

Article 16

OVERTIME

Section 1

Overtime, when ordered, is recognized as a condition of employment.

Section 2

Normally, when overtime is required on any particular job, preference will be given to the employee performing this work as his/her regularly assigned duties within the functional or administrative unit under the supervision of the first line supervisor where the overtime occurs. In circumstances where overtime assignments are not made on the basis of the employee performing the work, such assignments will be made on factors that are reasonable, just, and fair as practicable among qualified employees within the work area. Employees' preference to work or not to work will be given adequate consideration regarding the assignment of overtime. The employer will make a reasonable effort to find a substitute for an employee whose preference is not to work an overtime assignment.

Section 3

(a) In the distribution of overtime, each supervisor is responsible for ensuring a fair distribution of overtime to all employees under his/her supervision.

(b) Any employee who feels they are not being offered overtime assignments in accordance with the spirit and intent of this CBA may file a grievance to raise those concerns to the appropriate management official.

(c) It is the responsibility of both employee as well as employer to bring to the attention of the appropriate official discrepancies in overtime.

Section 4

In the ordering of overtime, the employer will provide as much advance notification as possible under known operational circumstances. When a need is recognized for overtime work, the employer will make a determined effort to inform employees of the need to work overtime as soon as the need is known. In the event of overtime beyond the employee's normal scheduled shift, overtime will be distributed on a rotational basis to those employees present (by organizational element).

Section 5

When it is necessary for employees to return to work outside of their standard work hours to perform unscheduled overtime work of less than two (2) hours duration, they shall be paid a minimum of two (2) hours overtime (OT).

This provision also applies to scheduled Saturday OT.

Section 6

The employer agrees that records of overtime work will be maintained by the employer and that such records will be made available for review by representatives of the union upon request in connection with a complaint or grievance.

Article 17

SICK LEAVE

Section 1

Employees recognize the insurance value of sick leave and the importance of work attendance in the accomplishment of the employer's mission.

Employees will earn sick leave in accordance with appropriate laws and regulations of OPM.

Section 2

Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by sick leave regulations. When an employee requires use of sick leave, he/she will be responsible to personally notify the appropriate management officials or the next higher level supervisor in person, via voice communication, or email, (not via text message or voice message), prior to the beginning of his/her scheduled work shift. If that is not possible (there must be significant extenuating circumstances), the employee must personally notify the appropriate management official no later than two (2) hours after the beginning of the shift in person, via voice communication, or email (not via text message or voice message). An employee who expects to be absent more than one (1) day shall talk with their supervisor in person, via voice communication, or email (not via text message or voice message) concerning the approximate date of return to duty, if this requirement is met, daily reporting is not required. If the supervisor is unavailable, the employee shall contact the next higher level supervisor.

It is understood that in extenuating circumstances, an emergency situation may preclude an employee from this reporting requirement. Consideration will be given to an employee if the nature of the illness is so severe that it precludes such personal notification. In such cases, the notification may be made by another person in person, via voice communication, or email (not via text message or voice message).

Section 3

It is agreed that employees desiring medical, dental, or optical examinations, or treatment, will request such leave as far in advance as possible.

If necessary to arrange such appointments during the work shift, employees will make every effort to schedule them at the beginning or end of their work shift.

Section 4

Sick leave must be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons in accordance with applicable laws and regulations. The employer may require a medical certificate for an absence for any of the purposes outlined by law and regulations for an absence of three (3) consecutive work days or for a lesser period when the employer determines it is necessary.

An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than fifteen (15) calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within fifteen (15) calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

The provisions of this article do not deny the supervisor's right to request medical certificates for any absence when the supervisor reasonably believes that an employee is abusing sick leave or for any reason the employer deems it necessary. When the employer deems it necessary for medical certification of less than three (3) days, the employer will notify the employee in writing as to the reason why the certification is required. Some examples of what could be construed as sick leave abuse are:

- (a) Repeated use of sick leave before or after holidays or weekends
- (b) Repeated absences during heavy workloads or undesirable duties
- (c) Intermittent sick leave use of short duration with vague excuses
- (d) Sick leave being used as soon as it is accrued

Medical certification will normally be presented to the employee's supervisor upon return to duty. If, for reasons of privacy, the employee does not wish to present medical certification to his/her supervisor, the employee may submit this documentation directly to the U.S. Army Occupational Health Clinic, Tobyhanna Army Depot, who will determine if the certification is sufficient.

Mailing address: U.S. Army Occupational Health Clinic
Tobyhanna Army Depot
11 Hap Arnold Blvd.
Tobyhanna, PA 18466-5083
Phone: 570-615-7225 Fax: 570-615-6783

Section 5

Advanced leave up to thirty (30) days may be granted in cases of serious disability or illness where there is reasonable assurance the employee will return to duty for a sufficient period of time to repay the sick leave advanced. The approval authority for all advanced sick leave requests is the MEPS Commander. Requests for advanced sick leave will be in writing and will be supported by a valid medical certificate.

Article 18

ANNUAL LEAVE

Section 1

Annual leave will be governed by all applicable laws, rules, regulations and policies of OPM and DA, and as further stipulated below.

Section 2

Employees are entitled to accrual of annual leave as prescribed by statutes. The employer will give all due consideration to leave requests during highly desirable leave times.

Section 3

The employer will give consideration for approval of annual leave as long as there is no adverse mission impact.

Annual leave of one (1) week or longer may be projected out for the coming calendar year by December 14th with approval/disapproval no later than December 21st.

All other leave will be submitted on a quarterly basis two (2) weeks prior to the start of the quarter, with approval/disapproval no later than one (1) week prior to the start of the quarter.

All other leave will be on a first come/first serve basis.

Exceptions to the above will be considered on a case by case basis. In the event of a conflict among employees scheduling annual leave, the supervisor will, as equitably as possible, resolve the matter taking into account all relevant factors including service computation date, leave restriction, mission requirements, and use-or-lose status. Service computation date will be used as the tie breaker. If found that an employee will not have enough leave balance to cover the scheduled leave, the employee will be notified that their leave will be canceled.

Leave may be denied due to mission essential/critical reasons defined as Command directed training/training day, IG inspections/visits, staff assistant visits or when applicant projections dictate.

An employee in use/lose status who is denied annual leave due to mission requirements, will be authorized to carry over in excess of two hundred and forty (240) hours per OPM regulations.

Exceptions to the above will be considered on a case by case basis.

Section 4

Requests or changes in requests submitted after the schedule has been approved will be considered and scheduled without involuntary displacement of employees whose requests have been previously approved.

Section 5

When a supervisor finds it necessary to cancel previously approved leave due to unforeseen workload requirements, the reasons for cancellation will be explained to the affected employee in writing.

Denial of the use of such leave will be based on factors which are reasonable and equitable and which do not discriminate against any employee. Supervisors will provide notice of cancellation of scheduled leave as soon as the need is known. The employer will exhaust all available options prior to cancelling the approved annual leave (if necessary).

Section 6

Employees will assure that annual leave is scheduled during the year to avoid situations where they approach the end of the leave year with a significant amount of annual leave that must be used. The employer may require the use of use or lose leave throughout the year to avoid maximum accumulation at the end of the year. Provisions will be made for employees to carry over scheduled annual leave in accordance with applicable leave restoration criteria.

Section 7

All annual leave is required to be approved in advance. However, it is recognized that unforeseen circumstances may require the use of emergency leave. When emergency leave is required, employees will personally request the leave from the appropriate management official or designated alternate, (as identified by their supervisor), in that order, as close to the beginning of the shift as possible.

It is understood that in extenuating circumstances, an emergency situation may preclude an employee from this reporting requirement. Retroactive approval of annual leave may be given where circumstances warrant.

Article 19

LEAVE WITHOUT PAY

Section 1

LWOP may be granted in accordance with the terms of this CBA, applicable laws, and controlling regulations. However, LWOP is not an employee entitlement, and approval of LWOP is at the discretion of the employer.

Section 2

Employees returning to duty from approved periods of LWOP will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable laws and regulations. Likewise, for extended periods of LWOP, such absences do not afford them entitlements which are not granted by applicable laws and regulations.

Section 3

LWOP may be granted for educational purposes in accordance with applicable regulations and subject to mission or workload considerations.

Section 4

In accordance with Executive Order 5396, when a disabled veteran, as defined in 5 CFR 211.102, presents a statement from a medical authority that treatment is required, annual leave or sick leave shall be granted, if available; otherwise, LWOP shall be granted. The granting of such leave is contingent upon the veteran giving prior notice of definite days and hours of absence required for medical treatment in order that arrangements may be made for carrying on the work during his/her absence.

Article 20

FAMILY LEAVE

Section 1 - Family Friendly Leave

Chapter 71

The parties agree to comply with the provisions of 5 CFR 630.401(b), which allows the use of sick leave within the limits stated in the regulation, for such things as family medical care or bereavement.

Normally employees may use up to one hundred and four (104) hours sick leave in accordance with 5 CFR 630.401(b) for the following:

(a) To provide care for a family member which includes spouses and their parents, children, parents, siblings and their spouses, and any individual related by blood or affinity whose relationship to the employee is the equivalent of a family relationship as a result of such family member's physical or mental illness, injury, pregnancy, childbirth or medical, dental or optical examination or treatment, or

(b) Make arrangements necessitated by death of a family member or attend the funeral of a family member as defined by paragraph (a.) above.

Section 2 - Family & Medical Leave Act

The parties further agree to comply with the provisions of the Family & Medical Leave Act

(PL-103-03), which normally allows employees to use up to twelve (12) weeks LWOP during any twelve (12) month period for personal/family care within the limits stated in the Act. The following provisions are intended to be consistent with 5 CFR 630, Subpart L (§ 630.1201 -630.1211). Leave for these purposes may be used for:

- (a) The birth of a child of the employee and the care of such child.
- (b) The placement of a child with the employee for adoption or foster care.
- (c) The care of a spouse, child or parent who has a serious health condition.
- (d) A serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position.

To that end, the parties agree to the following:

(a) Employees must first invoke their right to LWOP under the Family & Medical Leave Act

(b) The employee will provide sufficient and appropriate documentation to support the request.

(c) The employee shall be provided the appropriate Department of Labor form for FMLA in the event they are unfamiliar with the specific provisions of required documentation.

Article 21

EXCUSED ABSENCE/ADMINISTRATIVE LEAVE

Section 1

Excused absences may be granted to employees desiring to review their official personnel folder. Employees will be permitted to do so by making an appointment through their immediate supervisor and coordination with the servicing personnel office.

Section 2

Administrative leave may be granted in accordance with applicable laws and regulations when the Commander or his/her designated representative authorizes a suspension of operations due to unanticipated conditions such as military necessity, an act of God, or events beyond the control of the employer.

Section 3 - Elections

Employees may be granted administrative leave to vote in governmental elections in accordance with established laws, rules and regulations. Both parties recognize that the need for excused absence/administrative leave due to elections will be extremely rare due to the nature of most polling stations being open early/late enough for employees to accomplish voting outside of duty hours. Requests for such leave must be accompanied by a sufficient reason as determined by the employer.

Section 4 - Court Leave

Employees shall be granted court leave in accordance with established laws, rules and regulations (such as 5 U.S.C., Part 6322).

Section 5

Absences of less than sixty (60) minutes may be excused/not excused by the supervisor.

Section 6 - Blood Donations

(a) It is agreed by the parties that the donation of blood is a generous gift on the part of an employee. An employee may be granted a reasonable amount of excused absences for reporting to and from the donation site, actual donation, and recuperation to the extent the excused time falls within the employee's normal hours of work. Employees will make every attempt to schedule blood donations at the end of their work shift.

(b) All requests to donate blood are subject to supervisor approval based upon such things as the number of employees already approved for leave on the date in question, as well as workload and mission requirements.

Article 22

MILITARY LEAVE

Full cooperation will be extended to all reserve components of the Armed Forces by granting leave of absence for military training purposes to authorized employees. Each reservist of the Armed Forces of the United States, or member of the National Guard who is entitled to leave of absence from their duties, will be granted such leave without adverse effect on their performance rating, or loss of pay, or charge to annual leave. Military leave will be granted to employees upon presentation of official orders in accordance with applicable regulations.

Article 23

JOB DESCRIPTION/CLASSIFICATION

Section 1

Each employee in the unit shall be furnished a copy of his official position description and shall be afforded the opportunity to discuss with his immediate supervisor the contents of such description. When an employee alleges an inequity in his title, series, grade, or pay schedule, the provisions in this section shall apply. The employee may elect to be represented or assisted by a union representative or a representative of their choosing in discussing the matter with supervisory, management officials and CPAC.

(a) In the event an employee raises concerns regarding the appropriateness of their job description, they can raise the concern to their first level supervisor. The first level supervisor will respond to the employees concern within thirty (30) calendar days.

(b) In the event an employee is not satisfied with the first level supervisor's response, the employee will elevate the concern to the next level supervisor, who will respond within fifteen (15) calendar days of notification.

(c) In the event an employee is not satisfied with the second level supervisor's response, the employee will then elevate the concern to the Commander, who will respond within fifteen (15) calendar days of notification.

(d) In the event an employee is not satisfied with the Commander's decision, the employee shall be furnished with information related to classification appeal rights as set forth in applicable regulations.

Section 2

The employer agrees to make available, upon request, copies of appropriate classification standards for review by concerned employees and/or their authorized representative, as well as other union officials where there is a legitimate need on the part of such officials to carry out their representation duties.

Section 3

The employer will inform the union when new or revised classification, staffing and benefits standards are received that pertain to unit members, prior to implementation, and will make them available for review by all employees or union representatives.

Article 24

PERFORMANCE STANDARDS & EVALUATION

Section 1

(a) The Military Entrance Processing Station will use a positive based civilian performance appraisal system by linking individual performance to Army's goals.

(b) The performance appraisals system will allow for discussing areas for improvement with "Exceptional Employees" from the latitude provided in the rating system.

(c) The system advocates improved communication and understanding between the employee and the supervisor on performance expectations.

(d) The system promotes individualized measures or expectations based on the type of assignments generally received and the type of work normally performed in your work unit.

(e) The performance appraisal system will be administered in accordance with applicable rules, laws and regulations

Section 2

In the interest of providing for objectivity in a supervisory appraisal, an employee must have been on standards for at least one hundred and twenty (120) calendar days. An employee who is detailed continues to occupy the position from which detailed for official purposes. The supervisor of the employee in the detailed position will provide input (for details less than one hundred and twenty (120) days) or a special appraisal (for details greater than one hundred and twenty (120) days) to the employee's rating supervisor of record.

Section 3 - Application:

The evaluation given employees by their supervisor shall be prepared in accordance with the following:

(a) The supervisor will discuss the employee's job performance with the employee discreetly, annually, and on one other occasion, normally mid-term.

(b) If the supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived and/or at the mid-term discussion. The supervisor will tell the employee what is necessary to improve in order to satisfactorily perform duties.

(c) The annual performance evaluation will be in written form. All performance evaluations will be reviewed and approved by the senior rater.

Section 4 - Awards Program

The parties agree that the Employee Suggestion, Incentive and Performance Award Programs promote high employee morale and a sense of well being which are beneficial to both the employer and employee.

The parties fully support all applicable Incentive, Recognition, Award, and Suggestion programs. These programs promote high employee morale, mission accomplishment, process improvement, and a sense of well being which are beneficial to both the employer and employee. The Awards program will be administered in accordance with applicable laws, rules, and regulations.

Section 5 - Performance

Both parties recognize the importance of addressing performance deficiencies, and both parties support the necessary steps needed to correct the performance, and in the event such steps are unsuccessful, to take appropriate administrative action. Correction of unacceptable performance will be in accordance with applicable laws, regulations, and policies, as outlined in Article 39, Disciplinary and Adverse Actions. In the event that an employee's performance is not meeting satisfactory standards of success, they will be entitled to receive an opportunity to demonstrate improvement, normally not less than ninety (90) days.

Section 6 - Performance Improvement Period

When an employee's performance is unacceptable, and a determination is made by the supervisor that without further assistance, administrative action is expected, the employee will receive a written Performance Improvement Plan (PIP) that will provide the employee an opportunity to improve their performance. Such identification of performance deficiency does not automatically equate to the need for a PIP. A PIP will normally contain:

(a) A notice of unacceptable performance in one or more critical elements of the employees performance standards and a period of at least ninety (90) calendar days to bring his/her performance to an acceptable level. During the improvement period, the employee will be given the opportunity to work on those critical elements of the job that are unacceptable while maintaining an acceptable level of performance on all other critical elements.

(b) Information as to how the supervisor will assist the employee in becoming successful.

(c) Information as to what the employee must do to bring performance to an acceptable level during the improvement period.

(d) Periodic evaluation of the employee's performance during the improvement period. Failure to improve performance during the improvement period to a successful level may result in, but is not limited to, removal, demotion or reassignment to another position.

(e) If at the end of a performance improvement period the employee is performing at a successful level, the employee will be so notified in writing.

Section 7 - Notice of Proposed Administrative Action

Such administrative action will be taken in accordance with all applicable laws, regulations, and policies, to include (but not limited to):

- (a) Advance notice of action.
- (b) Employee's status during the notice period.
- (c) A reasonable amount of official time to respond.
- (d) The right to have a representative to assist.
- (e) The opportunity to address any outside circumstances beyond the employee's control which may have influenced their performance.

Section 8 - Notice of Decision

A written decision shall be rendered by the deciding official indicated in the proposal notice. Normally, the deciding official shall be at a higher level in the activity than the proposing official. The notice of decision will:

- (a) Identify the reasons for which the decision is based.
- (b) Specify the employee's appeal rights, including their right to appeal the action to the Merit Systems Protection Board or through the Negotiated Grievance Procedure, but not both.
- (c) Be delivered at least fifteen (15) calendar days prior to the effective date of the action.

Article 25

MERIT PROMOTION

Section 1 - Purpose

All actions under this article whether identification, qualification, evaluation, or selection of candidates shall be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall be based solely on job-related criteria per 5 CFR 335.103(b)(1).

Section 2 - Area of Consideration

(a) The parties recognize that positions may be filled from any appropriate source in accordance with established laws, rules and regulations.

(b) The parties agree that management may use a number of recruitment methods simultaneously in order to reduce the total time to refer candidates.

(c) The employer agrees that the minimum area of consideration for all positions announced through the merit promotion program will include all current career and career-conditional employees employed at MEPS, Syracuse, NY including those employed at Army activities.

Section 3 - Regional Merit Promotion Plan

The parties agree to use the NECHRA, Regional Merit Promotion Plan. The plan will be provided on MEPS intranet.

Section 4 - Promotion/Selection Records

The union recognizes that all Merit Promotion records are maintained electronically by NECHRA. The union may request information regarding merit promotion, to include announcements, referrals, and selections, and such requests will be responded to in a timely manner.

Article 26

NONCOMPETITIVE ACTIONS

Section 1

The employer agrees that employees assigned to an established higher graded position should be temporarily promoted whenever possible.

To accomplish this, if an employee is assigned to 25% or more of higher graded major duties for more than twenty eight (28) calendar days, the employee will be temporarily promoted.

The employer agrees that when an employee is assigned to an established higher graded position for more than twenty eight (28) calendar days, an RPA will be initiated to temporarily promote, with pay, the employee for the remainder of the time necessary for the employee to serve in the established higher graded position, up to a maximum of one hundred and twenty (120) calendar days.

Administrative errors will be corrected in accordance with applicable laws and regulations. Additionally, an annotation in the employee's OPF may be made to reflect all true time the employee worked at the higher grade.

This article does not preclude the employee from grieving in accordance with the Negotiated Grievance Procedure (as stated in Article 40, nor does this article supersede any provisions of law, regulation, or policy, such as the Back Pay Act or appropriate OPM or agency guidelines).

Section 2 - Re-promotion Program

Coverage: Permanent employees currently receiving grade and/or pay retention benefits due to an involuntary downgrade that was effected through no fault of their own, i.e. reduction-in-force, reclassification, or medical disqualification. It does not include employees downgraded into upward mobility programs, to correct an error, or voluntary downgrade at the employee's request or for personal cause.

Procedure:

(a) All employees receiving grade and or pay retention benefits will be registered in the Re-promotion Program for the pay plan and grade lost.

(b) If there are multiple entitlements due to more than one demotion, each entitlement will be considered separately and listed as separate entries for that employee.

(c) Specific qualifications possessed by registrants will be determined for each vacancy as it occurs. Individual employee files will be maintained and updated to reflect

consideration granted, date granted, position title, series and grade, Full Performance Level (FPL), re-promotions received, and declinations.

(d) The Re-promotion List will be the first source considered in filling all (permanent and temporary) competitive vacancies. Use of the Priority Placement Program may be the only exception to this policy.

(e) If the FPL of the vacancy is higher than the grade lost, no re-promotion will apply.

Termination of Eligibility:

(a) Entitlement under the Re-promotion Program will cease when the employee is permanently promoted to the grade lost or higher grade.

(b) Declination of a permanent position at the same grade or higher that offers the same working conditions (i.e. work schedule, status, commuting area, same basic pay or higher, etc.) as the position from which downgraded, will result in no further special consideration, as well as the loss of grade/pay entitlements.

(c) Eligibility under the Re-promotion Program ceases when grade/pay retention entitlements terminate.

(d) Early termination of grade retention entitlements at the employee's request will also result in no further special consideration.

Article 27

TRAINING & DEVELOPMENT

Section 1

The parties recognize that a well trained work force enhances efficiency, quality, employee development and mission readiness. To provide for a well trained and efficient work force, and to the extent that such training is consistent with mission needs, as determined by the employer, the employer agrees to:

- (a) Provide adequate training for employees to meet their performance requirements or standards.
- (b) Provide cross-training opportunities to employees when funding and mission requirements permit.
- (c) Endeavor to provide training opportunities on a fair and equitable basis to all employees.
- (d) Consider the union/employee comments to improve opportunities for training.

Section 2

Should, after extensive recruitment efforts been made, the employer determines a position hard to fill, it will, to the maximum extent practicable, publicize any training opportunity available. Such provisions may not apply to all positions (i.e. Career Program and/or Professional series occupations). The method of selection for developmental/intern positions, approved by OPM or the employer, will be in accordance with the Merit Promotion Program, unless selectee has previously held the full performance level of the developmental/intern position.

Section 3

The employer will endeavor to support the provisions of training agreements as they relate to time frames, progress reports and promotions, consistent with regulations and applicable laws.

Section 4

The employer will make a reasonable effort to encourage enrollment of employees in universities/colleges or other approved courses consistent with operational requirements and budgetary restraints.

Section 5

Payment of fees associated with training and employee development will be consistent with regulations and applicable laws.

Article 28

REDUCTION IN FORCE

Section 1

All RIF actions will be in accordance with all applicable laws, rules, regulations, and policies and this Article.

Section 2

A RIF action is defined as any action taken by the employer to release a competing employee from their competitive level by furlough of more than thirty (30) calendar days, separation, demotion, or reassignment requiring displacement, when such action is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, an individual's exercise of reemployment rights or restoration rights, or reclassification due to erosion of duties when such erosion occurs within one hundred eighty (180) calendar days of a formally announced RIF in the competitive area.

Section 3

Specific notices to affected employees will be issued at least one hundred twenty (120) calendar days prior to the effective date of the RIF.

Section 4

Employees will be given credit for their performance ratings in accordance with 5 C.F.R. 351.504

Section 5

The employer will provide the union a copy of the computerized retention register. In the event of an actual RIF, the employer agrees to brief the union on the RIF's process, to include the use of the retention register.

Section 6

The employer agrees to take all appropriate actions deemed necessary to minimize the adverse effects of a RIF on unit employees.

In the event of a RIF, existing vacancies that management has decided to fill during the RIF, will be used to the maximum extent possible to place employees in continuing positions in order to minimize adverse actions and reduce separations during a reduction in force. Such placements are subject to the provisions of 5 U.S.C. and OPM policies and procedures.

Section 7

An employee whose assignment to a lower grade position, or whose separation is proposed, has a right to review all of the records pertaining to the action and to see a copy of the applicable regulations pertaining to RIF. This includes the retention register for their competitive level and those for other positions for which they believe they are qualified down to and including those in the same or equivalent grade as the position, if any, which constitutes the best offer, or if separation is proposed, all positions equal to and below the grade of their current position within their assignment rights. Any documents containing information protected by the Privacy Act of 1974 and/or 5 C.F.R. Part 297 cannot be released to the employee or may be released after such information has first been sanitized

Section 8

Any career or career-conditional employee who is separated as a result of RIF, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such employee shall be given preference for reemployment in accordance with applicable regulations.

Section 9

The displacing and retreat rights of employees affected by RIF shall be governed by applicable statutes, regulations, and directives.

Section 10

In any case where an employee accepts a demotion in lieu of separation by a RIF action, the employee must meet the established qualification requirements of the lower grade position to which they are to be assigned unless otherwise waived by appropriate authority, defined as a position management officer/Commander, or designee.

Section 11

RIF actions which are appealable to the MSPB will not be subject to grievances under the Negotiated Grievance Procedure.

Section 12

The employer agrees to offer opportunities to employees adversely affected by a RIF to return to employment based on and in accordance with their registration on the Re-promotion, Re-employment Priority List, and Priority Placement Program in conjunction with the employee meeting the qualifications of the temporary or permanent position to be filled.

Section 13

The employer will notify all employees at least twenty (20) work days prior to the cutoff date by which the employees must have all information updated/verified in their OPF that may affect the employees' placement rights. The employer and the union jointly recognize the importance of an accurate updated OPF for RIF purposes. The employer agrees to offer training during non-duty time concerning supplemental experience statements and other pertinent information regarding employees' OPF for RIF purposes.

Section 14

The union will work with the personnel office in the Out-Placement Program for the duration of the RIF.

Section 15

When a temporary position exists, qualified MEPS employees who are displaced as a result of a RIF, will be offered the available temporary position based on seniority in accordance with employees' adjusted service computation date and veteran status.

Article 29

USE OF ELECTRONIC DEVICES AND GOVERNMENT COMPUTERS

Facebook, social networking, news/sports, and other non-work related activities are limited to break and lunch periods.

Employees will also not use their personal electronic devices when directly conducting business with applicants, family members and/or customers/co-workers unless in the event of an emergency and at that time will relocate to an area that is private.

Article 30

APPROPRIATE DRESS

Section 1

The parties mutually support the dress initiatives associated with the customer service nature of the MEPS. The guidelines contained within this article are established to assist management and civilian personnel to determine acceptable dress and apparel that serves to maintain and ensure a safe, healthful, productive, positive, and professional work environment.

Section 2

Employees who report for duty inappropriately dressed for the requirement of their job, and/or who fail to comply or adhere to the safety requirements of their position or other applicable safety regulations, may be placed on annual leave and/or be subject to appropriate counseling and/or disciplinary action in accordance with AR 690-700, Chapter 751

Section 3

All employees of the Syracuse MEPS are encouraged to dress in a business casual manner that offers maximum comfort and convenience while maintaining a safe, healthful, productive, professional, and positive work environment.

Generally, the minimum business casual dress requirements shall include appropriate length pants or skirts, and a collared shirt and or blouse is preferred. Attire will be appropriate to the employee's work location, duties and customer expectations. Items of clothing worn should convey professionalism in the workplace.

All personnel are required to wear clothing that is neat and clean, and will practice positive hygienic habits. Personnel shall maintain a clean and well-groomed appearance as much as the requirements of the job permit.

In an effort to improve customer service and professionalism, personnel who regularly interface with customers will wear a MEPS-provided identification tag on an area of their person visible to the customer without causing damage to their clothing. All costs associated with this will be incurred by the employer.

Personnel working in industrial, office and other applicable areas will conform to applicable safety regulations for their area and job, and all medical requirements regarding proper attire, etc., to fulfill the duties of the position. Issued garments which are exposed to potentially dangerously hazardous material will be laundered at the employer's expense.

Footwear that is appropriate for work location, duties and customer expectations shall be worn by all employees. Shoes that can potentially subject an employee to safety hazards will be identified and discouraged on a case by case basis.

Personnel required by applicable law, regulation, directive and/or policy to wear a particular type of clothing and/or other attire as a safety precaution or requirement shall do so. Accordingly, where applicable by law, rule, regulation, or policy, the employer will furnish personal protective clothing and equipment when necessary, required and authorized to such employees.

Section 4 - Unacceptable Standards of Appearance and Dress

The following are not considered appropriate attire for civilian employees of the Syracuse MEPS in the official performance of their duties:

- (a) Cutoffs and excessively short shorts.
- (b) Pants, shorts or skirts worn below the waistline and that expose the midriff and/or undergarments.
- (c) Hooded sweatshirts and sweatpants.
- (d) Upper garments that do not, as a minimum, reach to the bottom piece of clothing, or that allow any midriff exposure.
- (e) Dresses and skirts, divided skirts, skorts or skirts with unreasonably high slits, or that are excessively tight.
- (f) Halter tops, tube tops, crop tops, off-shoulder tops, exercise wear, tank tops, spaghetti straps, A-shirts, T-shirts, swim/beachwear, jogging suits, gym suits or shorts, cotton or nylon sweat pants, spandex shorts or pants, revealing or excessively low-cut shirts or tops, or "see through" clothing.
- (g) Exposed undergarments.
- (h) Bare feet (i.e., no shoes), bare chests and/or bare stomachs.
- (i) "Flip-flops," or beach or shower footwear.
- (j) Hair in curlers (covered or uncovered).
- (k) Items of external apparel, accessories or grooming that may impair the employee's safety in performing required duties (e.g., sun hats, untied long hair around equipment, jewelry around machinery, etc.).
- (l) Conspicuous facial piercing jewelry, other than earrings.

(m) An unkempt or unclean appearance, garments, accessories or other attire that impact the safety, health, hygiene, morale and/or productivity of that person or of other personnel.

(n) Shirts, articles of clothing, accessories, attire and tattoos with logos, symbols or wordings that are considered profane, obscene, offensive, provocative, or can be construed to be sexually

or otherwise harassing in nature or potentially disruptive to the workplace, are unacceptable and shall not be worn or displayed.

(o) Ragged or torn garments are not appropriate. All work clothes should be in good repair. Dress requirements for special occasions (e.g., office/shop picnics or parties, Employee Appreciation Day, dress down days, etc.), are relaxed to conform to the normal and accepted attire for such events. However, all safety regulations for areas and/or occupations that require certain clothing as a safety precaution shall still apply.

Article 31

VOLUNTARY WITHHOLDING OF UNION DUES

Section 1

Any employee officially assigned to the unit who is a member in good standing of the union, may authorize an allotment for the payment of dues for such membership provided:

- (a) The employee is employed in the unit for which exclusive recognition has been granted.
- (b) The employee has voluntarily completed a request (SF 1187) for such allotment of pay.
- (c) The employee regularly receives pay on the regularly scheduled payday which is sufficient, after all other legal deductions, to cover the full amount of the allotment.

Section 2

The union is responsible for procuring the prescribed allotment form (SF 1187), distributing the form to its members, certifying as to the amount of its dues, and informing and educating its members on the program for allotments for payment of dues, and the use and availability of the SF 1187.

Section 3

An allotment may be submitted to the payroll representative at any time. Allotments received in the payroll representative before Wednesday preceding the beginning of a pay period, will be effective at the start of the first full pay period following receipt of the SF 1187.

Section 4

An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD; or when the employee has been suspended or expelled from the union.

Section 5

The union will promptly notify the payroll representative when an employee with a current authorization ceases to be a member of the union in good standing.

Section 6

Employees wishing to stop their allotment of dues will notify the employer payroll representative in writing (SF 1188 or other written notification). The employer will notify the union president of the notification to stop dues by February 1st. Such revocation of dues withholding may only be made during the first full pay period in January of each calendar year. Dues revocation will be processed effective the next full pay period.

In order for an employee to stop their allotment of dues, they must have been a dues paying member for at least twelve (12) months. An employee may cancel their dues withholding on their one year anniversary date. Thereafter any dues revocation shall be handled in accordance with this section.

Section 7

Allotted dues will be withheld on a bi-weekly basis. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the union, the Defense Accounting Office will be notified in writing by the President of the Local Lodge 2109 of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the next full pay period provided the notice has been received in MEPS Payroll Section on Wednesday preceding the beginning of the deduction period covered by that payroll, unless a later date is specified by the Local. New authorization forms are not required. Only one (1) such change may be made in any period of twelve (12) consecutive months.

Section 8

Employees who wish to have dues withheld will provide an SF 1187 to the union. The union will forward a copy of the SF 1187 to the payroll representative for processing within the next full pay period.

DFAS will send to the appropriate union official the remittance of dues withheld after each payroll period for which deductions are made and a listing of names, amounts withheld, and identification of the individuals dropped. The union will be furnished a copy of the submission.

Section 9

The union shall indemnify and save the employer against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.

Article 32

SAFETY & INDUSTRIAL HYGIENE

Section 1

The employer will exert every reasonable effort to provide and maintain safe working conditions for the employees, using applicable laws, rules, regulations, and policies as a guide. The union will cooperate to that end and encourage all employees to work in a safe manner. All employees shall bring unsafe conditions to the attention of the immediate supervisor; and if satisfactory resolution is not obtained at that level, the conditions shall then be brought to the attention of the local Commander and the union for prompt investigation. The employer assures that there will be no restraint or reprisal as a result of an employee's reporting an unsafe act or condition.

Section 2

The employer will continue to provide emergency medical support for employees in accordance with applicable laws, rules and regulations.

Section 3

All employees are encouraged to call to the attention of the immediate supervisor and union, conditions in a work area which tend to become a hazard to the health or safety of the employees. Health hazards needing further review should be promptly brought to the attention of the Commander for evaluation.

Section 4

The employer agrees to provide and maintain adequate and clean restroom facilities as near to the work site as reasonably possible. Employees shall make every effort to retain restroom facilities in a reasonably clean condition.

Article 33

EQUAL EMPLOYMENT OPPORTUNITY

Section 1

The parties shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, handicapping condition, or other non-merit factor. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, Chapter 71 of Title 5 U. S. Code, the Rehabilitation Act, and all other applicable laws and regulations.

Section 2

EEO counselors at the activity shall be appointed by the employer. Union officers, who have representational duties and stewards, will not serve as EEO counselors.

Section 3

The employer agrees that, upon initial contact with the EEO counselor, any unit employee filing an informal discrimination complaint shall be advised by the counselor that the complainant is entitled to a representative of their choice. It is understood by the parties that an employee is entitled to make contact with any appointed EEO counselor, without contact with the EEO Office, and may instruct such counselor not to reveal their name to anyone other than the EEO Officer, or other appropriate official, in the course of their investigation without prior approval.

Article 34

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The employer will administer an EAP in accordance with appropriate Public Laws and Army regulations. The employer may discuss and consult with the union regarding matters surrounding the program for employees with medical and/or behavioral problems. These can include marital, family, financial, workplace or domestic violence, alcohol, drug, legal, emotional, stress or behavioral concerns which may adversely affect employee job performance. The EAP in its entirety will be available to all employees. The parties agree to cooperate in encouraging employees with personal problems or indications of problems, such as leave abuse or pending discipline, and to consult with the EAP to get help for those problems. The union shall provide support and assistance in promoting the program. The parties agree to cooperate in encouraging employees with substance abuse and other personal problems to undergo a coordinated program for purposes of rehabilitation.

If an employee is having a personal difficulty of any sort, participation in the appropriate treatment program(s) is strongly encouraged. Participation in such programs will not, in and of itself, be detrimental to the employee in any way. While involved in the EAP, employees are entitled to the utmost in confidentiality, to the maximum extent possible.

The provisions of this article do not impede the employer's right to subject employees who exhibit reasonable suspicion type behavior while on duty to appropriate testing in accordance with applicable laws, rules, regulations, and policies, nor does it preclude the employer from taking appropriate administrative action based on its findings, either formal or informal.

The employee may refuse testing; however, such refusal does not preclude the employer from considering appropriate administrative action, in accordance with applicable laws, rules, regulations, and policies (i.e. Douglas Factors).

Employees may be granted sick leave or other authorized leave, in accordance with applicable laws, rules, regulations, and policies to obtain treatment and rehabilitation.

Article 35

WORKERS' COMPENSATION

Section 1

(a) Employees will report all injuries received on the job as soon as possible to their supervisor.

(b) The employer agrees to assist the employee in filing the appropriate forms and documentation regarding the injury or illness. Such assistance will include an explanation of the benefits and options available to the employee under the Federal Employee Compensation Act. Such assistance will be provided in a timely manner to allow for prompt submission of claims.

(c) Information maintained by the employer relating to the employee's claim may be released to the employee and/or their physician as designated by the employee in writing.

Section 2

In the event that the employee feels sufficient resolution is not being achieved through the Office of Workers' Compensation, this Article in no way precludes the employee or union from using any other means available to settle Workers' Compensation disputes such as Congressional representatives or private attorneys secured by the employee.

Section 3

The employer will make available the appropriate Injury Compensation for Federal Employees forms on the MEPS intranet.

Article 36

COMMITTEE REPRESENTATION

Insofar as the MEPS leadership holds a regularly recurring staff meeting (i.e. the staff coordination meeting), this article does not preclude the employer from holding leadership specific committees whose purpose is to exercise rights associated with organizational operations.

The union will be invited to any meetings where changes in working conditions may be discussed.

Article 37

VETERANS AFFAIRS

The parties mutually recognize the many sacrifices and contributions made by veterans through the years in both times of peace and conflict. The employer agrees to administer all veterans programs in compliance with applicable laws, rules or regulations.

Article 38

SECURITY

The parties agree, in the interest of national security, to support the accomplishment of the mission of the employer in an uninterrupted, orderly, and efficient manner.

The parties also agree to support those initiatives regarding physical and personnel security that are in accordance with applicable laws, rules, regulations and policies, to include appropriate force protection requirements and other security initiatives.

Article 39

CONTRACTING OUT

Section 1 - General

The employer agrees to communicate openly and fully with the union regarding a determination to initiate a study to contract out work which is presently performed by members of the bargaining unit. This shall include providing to the union requested material, as appropriate, concerning a contracting out study and/or decision to solicit bids for contract. Milestone charts that do not contain procurement sensitive or management sensitive information will be provided to the union. Upon request, the employer shall meet and discuss with the union as actions are taken in accordance with such charts.

Section 2

The employer agrees to consult openly and fully with the union regarding any review of a function for contracting out within the bargaining unit.

In the event the employer decides to contract out a specific function, the provisions regarding the employer's obligation to negotiate will be in accordance with the Statute and Article 11 of this CBA.

Article 40

DISCIPLINARY AND ADVERSE ACTIONS

Section 1

For clarification purposes, the following is agreed to:

- (a) "Adverse Actions" are defined as removals, suspensions for more than fourteen (14) days, reductions in grade or pay, and furlough without pay for thirty (30) days or less.
- (b) "Disciplinary Actions" are defined as suspensions of fourteen (14) days or less and letters of reprimand.
- (c) "Informal corrective actions" are defined as oral warnings, oral reprimands, counseling, or closer supervision of the employee.

Section 2

The employer and the union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action. Adverse and disciplinary actions will be for just causes only, and will be administered consistently and in accordance with legal requirements and regulations. Disciplinary actions will be directed toward improving employees' work habits, conduct, attitude, and efficiency. Such actions should be no more severe than the violations warrant. Consideration should be given to whether the offense is minor, flagrant, or a repeated one.

Participation in rehabilitation programs will be viewed favorably, but does not necessarily preclude disciplinary action against an employee.

The timeframes identified in this article may be extended by mutual consent of the parties (to include the employee).

Section 3

The employee has the responsibility to follow supervisory instructions as promptly and ably as possible. The supervisor has the responsibility to create and promote conditions conducive to high morale and to keep the employees as fully informed as possible of governing laws, regulations and changes thereto. When actions are taken, whether formal or informal, the employee will have the right to private discussions with the supervisor, offer his/her explanation, and consult with his/her Union representative on the problem.

Section 4 - Preliminary Investigation

Prior to issuing a proposed notice for any actions under section 1, the employer shall obtain and consider the pertinent facts. The union is entitled to be present at investigations of a bargaining unit employee(s) in accordance with appropriate law, case law, rule, regulation, or policy.

Section 5

The employer supports the theories of progressive discipline.

In those cases where corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. It is recognized that employee conduct requiring discipline falls into two categories:

(a) Conduct related offenses for which progressive discipline aimed at correcting the behavior and/or maintaining discipline and morale among employees is appropriate (e.g., AWOL, insubordination, etc.).

(b) Offenses relating to the violation of regulation or law for which punitive sanctions are required (e.g., theft, fraud, possession of controlled substances, etc.).

Section 6

Prior to initiating actions under section 1 against an employee, a supervisor or other cognizant official will make a preliminary investigation or inquiry regarding the facts in the case. Once the employer has gathered, reviewed and considered all pertinent information, and determined that disciplinary action is in order, the employee will receive notification in accordance with the following:

(a) When corrective action by informal means is warranted, the employee will be notified by the immediate supervisor or other appropriate official. If the employee so requests, a union representative will be present during this discussion.

(b) When a letter of reprimand is warranted, it will be issued without a notice of proposal.

(c) Proposal

When the employer takes a formal action under section 1 against an employee of the unit, the employer will provide a written proposal, an opportunity to respond, and a formal decision letter that informs the employee of their right to appeal and where to seek further advice and assistance concerning their appeal rights.

(d) Decision

(1) Employees shall be given at least thirty (30) calendar days advance written notice of any disciplinary or adverse action proposal and fifteen (15) calendar days in which to prepare a reply unless the circumstances require the application of the exception to the notice and reply periods in accordance with government-wide regulations such as those found in 5 C.F.R. §§ 752.404 (d)(1) and (2). The decision notice will also inform the employee of their right to appeal through the Negotiated Grievance Procedure.

(2) The effective date of an action will not normally be less than fifteen (15) calendar days after receipt of the decision notice by the employee unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations such as those found in 5 C.F.R. §§ 752.404 (d)(1) and (2).

(3) An employee who is to be suspended may be offered an opportunity to choose the VEAD, in lieu of a suspension, when the nature of the offense is determined appropriate for a VEAD by the employer. By choosing the VEAD, the employee may avoid the loss of pay altogether, or be offered a combination of paid and unpaid time associated with a suspension from work, although the VEAD is considered a suspension for all other purposes. A copy of the VEAD will be retained in the employee's OPF as a record of administrative suspension. The VEAD will be considered a suspension for all administrative purposes related to discipline. Consistent with the employer's policy of progressive discipline, the VEAD will be considered when determining appropriate penalties for any future misconduct.

(4) The employee and/or representative shall be granted a reasonable amount of official time to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice

Section 7

An employee who is offered a Last Chance Agreement and/or VEAD will have all the provisions and consequences of the agreement explained to them. The employee will be given five (5) work days to consider their options, request further clarification, and consult with the union, as appropriate, before deciding to accept or reject the agreement.

Section 8 - Counseling

The employer agrees that counseling sessions will be made in private.

Section 9

Before removing an employee acknowledging personal or behavioral problems, the employer may offer the employee the opportunity to take advantage of professional help in conjunction with the EAP.

Section 10

The employer agrees when deciding on a penalty for discipline to consider the freshness of prior discipline.

Section 11 – Letters of Reprimand (LOR)

LOR's will be removed from the employee's OPF upon expiration of the LOR (as identified in the LOR), or sooner at the employer's discretion.

Article 41

GRIEVANCE PROCEDURE

Section 1

The employer and the union recognize the importance of settling agreements and disputes promptly, fairly, and in an orderly manner. To accomplish this, efforts will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 2

This Negotiated Grievance Procedure shall apply to matters of concern or dissatisfaction regarding the interpretation or application of this CBA or violation of law or regulations affecting conditions of employment. This grievance procedure does not apply to (and is not limited to):

- (a) A violation relating to prohibited political activities.
- (b) Retirement, life insurance, or health insurance.
- (c) A suspension or removal for national security removal reasons.
- (d) Any examination, certification, or appointment.
- (e) Classification of a position which does not result in reduction in pay or grade for the employee.
- (f) Non-selection for promotion from a list of properly ranked and certified candidates.
- (g) Termination of a temporary promotion or temporary appointment at the expiration of the term, completion of assignment of work project, or due to lack of funding.
- (h) Involuntary adverse actions (such as RIF).
- (i) Separation during probation.
- (j) Notice of proposal letters.
- (k) Termination of a probationer, return of an employee serving supervisory or managerial probation to a non-supervisory or non-managerial position, or separation or termination of an employee during a trial period.

(l) Determinations concerning awards, recruitment or relocation bonuses, retention allowances, additional pay allowances, critical position pay, or dual compensation waivers.

Nothing in this section shall prevent employees from processing any prohibited personnel practice defined by law through appropriate statutory appeals procedures provided that the employee has not filed a formal grievance on the matter in accordance with this CBA.

Except as provided for in Chapter 71 of Title 5 U. S. Code , whereby an aggrieved employee may raise the matter under either an applicable statutory procedure, an appellate procedure or these procedures, but not more than one, these procedures shall be the exclusive procedures for resolving grievances. The employee option shall be deemed to have been exercised when the employee initiates an action in writing under either an applicable statutory procedure, the appellate procedure, or timely files a grievance in writing in accordance with these procedures, whichever event occurs first. The selection of these procedures in no manner prejudices the right of an aggrieved employee to request the MSPB or the Equal Employment Opportunity Commission, as applicable, to review a final decision. An individual grievance may not be filed as a contract dispute when the action/issue would be appealable to the MSPB.

Section 3

A grievance may be undertaken by the union, the employer, an employee, or a group of employees. Only the union or a representative approved by the union may represent employees in such grievances.

It is also agreed that because some grievances arise from cumulative or continuing conditions, it is not feasible to abide by the time limits identified for presenting a grievance below. However, when an employee grievance arises from a specific event or incident, or the employee knew, or with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose, it must be presented in the timeframes prescribed below.

Section 4

Every attempt will be made by the union and the employer to resolve grievances informally and promptly and in the interest of good employee-employer relations.

The employer and the union expect employees and supervisors to make a sincere effort to reconcile their differences over interpretation or application of this CBA. When such efforts fail, the following procedure will be adhered to:

(a) STEP ONE –INFORMAL

The employee and their representative will orally present the grievance to the immediate or first line supervisor within fifteen (15) calendar days after the occurrence

of the incident out of which the grievance arose. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person(s) to consider the grievance at the next step.

(b) STEP TWO – FORMAL

If the grievance is not resolved as a result of the above informal discussions, the grievance may be filed in writing within the next ten (10) calendar days by the aggrieved employee to the next level supervisor (below the commander) normally having authority to make decisions on the matter involved in the grievance, and a representative of the union. The employee, union representative, and employer official will then meet within fifteen (15) calendar days of the written submission. The consideration accorded the grievance during this discussion will be formal. A written response will be prepared by the employee's second level supervisor, briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of actions decided upon. A copy of the written response will be furnished to all parties concerned within fifteen (15) calendar days of the meeting.

(c) STEP THREE

If an acceptable solution to the grievance still has not been reached, the union may appeal the second step grievance response to the Commander which must reaffirm the issue(s) involved and the corrective or remedial action sought. This written grievance must be submitted within five (5) calendar days after receipt of the required written response. A decision will be rendered by the Commander within thirty (30) calendar days.

If the employee and / or union representative is not satisfied with the decision of the Commander, the union may, within thirty (30) calendar days, submit a request to the employer (Commander) in writing, that the grievance be submitted to arbitration. If the employee/union representative does not submit the arbitration request to the Commander within thirty (30) calendar days from the date of receipt, that decision will be final. Such decision will not be appealable.

Section 5

All time limits referred to in this Article may be extended by mutual agreement of the parties concerned.

Section 6

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 action sought. Within fifteen (15) calendar days after receipt of the grievance, a representative of each party will meet to discuss the grievance. A written decision will be issued, by the president of the union within thirty (30) calendar days after the meeting.

Section 7

Every attempt will be made by the union and the employer to resolve grievances informally and promptly and in the interest of good employee-employer relations.

Union grievances, other than specific employee grievances, shall be filed in writing with the Commander. The grievance shall specify the basis for the grievance and the corrective relief sought. Within fifteen (15) calendar days after the receipt of the grievance, a representative of each party will meet to discuss the grievance. A written decision will be issued by the Commander within thirty (30) calendar days after the meeting.

Grievances not resolved through the provisions of this Article may be referred to arbitration by either the union or the employer.

Grievability/arbitrability issues, if unresolved, will be handled as threshold issues at arbitration.

Article 42

MEDIATION

The parties agree to the use of the services of the FMCS. The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration.

(a) Each grievance/dispute will be dealt with on an individual basis.

(b) The party requesting the use of mediation may submit their request to the other party at any time during the grievance procedure process, where both parties feel it would be of benefit.

(c) The party initiating the request will be responsible for notifying and requesting the services of the FMCS.

(d) The parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.

(e) The recommendations of the mediator shall not be used as evidence during any official binding third party settlement procedure.

(f) The use of the mediation process will serve to suspend the time parameters for the grievance process and invoking arbitration until one or both parties decide the mediation process has not been successful. Success is defined by the parties reaching an agreement that resolves the dispute.

Article 43

ARBITRATION

Section 1

If the decision on a grievance processed under the Negotiated Grievance Procedure is not satisfactory, the union or the employer may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the local union president or the employer, and submitted within fifteen (15) calendar days following the Commander's final decision.

Section 2

Within fifteen (15) calendar days from the date of receipt of a valid arbitration notice, the parties shall request the FMCS to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the CBA. The parties shall meet within a reasonable time frame after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the employer and the union will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure until only one name remains. A coin toss will determine who strikes first. The remaining name shall be the duly selected arbitrator. The union/employer may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 3

The employer and the union agree to share equally the arbitrator's fees and expenses.

Section 4

The process to be utilized by the parties may be one of the following:

(a) The parties will meet at least sixty (60) calendar days prior to the arbitration hearing in an attempt to arrive at a joint stipulation of the facts, issues, and exhibits of the case, and exchange respective witness lists.

(b) Upon mutual agreement, the parties may request that the arbitrator render a written decision solely on the joint submission of the parties without a hearing.

(c) The arbitration hearings will be held during the regular day shift work hours of the basic Monday through Friday workweek.

Section 5

The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this CBA.

Section 6

The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7

The arbitrator shall have no authority to add to, change, modify, alter, or delete any provision of this CBA. The authority of the arbitrator will extend to the interpretation of agency regulations, provisions of law, or regulations of appropriate authorities outside the agency. The arbitrator will make no findings of fact, recommendations, or interpretations of this CBA except to the extent necessary to resolve the issue(s) submitted or determined.

Section 8

The employer and the union shall share equally the expense of any mutually agreed upon services in connection with the arbitration. The parties shall bear their own individual expenses during the arbitration proceedings.

Section 9

The arbitrator's decision shall be binding on the parties. However, either party may file exceptions to the arbitration award in accordance with the provision of the Federal Service Labor-Management Relations Statute and the rules and regulations of the Federal Labor Relations Authority.

Section 10

Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award. Such exception must be filed in accordance with the Authority procedures.

Section 11

If a threshold issue of timeliness, grievability, or arbitrability is raised by either party, the arbitrator will render a written decision on the threshold issue(s) before conducting a hearing on the merits of the case.

Article 44

USE OF ALCOHOL AND DRUGS

Abuse of alcohol, use of illicit drugs, or mind altering substance (i.e. spice, huffing, bath salts, etc.) by Syracuse MEPS employees is inconsistent with Army Values and the standards of performance, discipline, and readiness necessary to accomplish our mission. It can seriously damage an employee's physical and behavioral health, and jeopardize their safety and the safety of those around them. Being under the influence of intoxicants while on duty reflects unfavorably on the employee, the Syracuse MEPS, USMEPCOM, and the Department of Defense. If the chain of command has probable cause (probable cause will include two or more of the following: smell of alcohol, staggering or unsteady gait, blood shot eyes, slurred speech, mood and behavior change), the MEPS Commander will determine if the employee should be sent to Air Force security. Air Force security will conduct an assessment and determine if a breathalyzer test is warranted and if so, will administer the test. Anyone found to be under the influence of alcohol above a .05 BAC level will be subject to punishment under AR 690-700, Chapter 751, Table 1-1. An employee who is cleared will not suffer any repercussions.

Alcohol and illicit drugs (drugs other than lawfully used medications, both prescription and over-the-counter) are not authorized to be brought into the Syracuse MEPS facility at any time. Anyone caught bringing in and/or consuming alcohol/drugs or caught intoxicated (high) while at work or on duty will be recommended for disciplinary action under the Table of Penalties found in AR 690-700, Chapter 751, Table 1-1. This provision excludes unopened gifts of alcohol.

Article 45

EFFECTIVE DATES AND DURATION

The effective date of this CBA shall be the date of agency head approval or, in the alternative, thirty-one (31) days after execution if the agency head does not approve or disapprove the CBA within the statutory thirty (30) day time period. It shall remain in effect for three (3) years from the approval of this CBA. The CBA shall be automatically renewed for an additional three (3) year period on each third anniversary date thereafter, unless either Party gives written notice to the other, not more than one hundred and five (105) or less than sixty (60) calendar days prior to the three (3) year expiration date, of their desire to renegotiate this CBA. The present CBA will remain in full force and effect during the renegotiation of said CBA and until such time as a new CBA is executed.

ADDENDUM SECTION

SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto have entered into this date:

Representative MEPS Management

Representative NFFE Local 2109