

**COLLECTIVE BARGAINING AGREEMENT**

*BETWEEN*

**DEFENSE CONTRACT AUDIT AGENCY**

*AND*

**AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, LOCAL 524**

**Date:** November 27, 2017

## PREAMBLE

Whereas the Union and the Agency, also referred to as the Parties, recognize the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguard the public interest, contribute to the effective conduct of public business, and facilitate and encourage the amicable settlements of disputes between employees and their employers involving conditions of employment; and

Whereas the Parties recognize that the public demands the highest standards of employee performance and implementation of modern, progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

Whereas, the Parties agree that it is their desire to be recognized as professionals and the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices; and

Whereas, the Parties agree to pursue excellence in accomplishing the mission of the Agency and its strategic plan through a mutual commitment to cooperation which promotes both the efficiency of the Agency's operations and the well-being of its employees; and

Whereas, the Parties agree that the goals of professionals include excellence, integrity, personal satisfaction, career development and the desire to be recognized for achieving these goals; and

Whereas the Parties agree to create an environment that fosters teamwork, open communication, accountability, trust, mutual respect and cooperation among all persons; and

Whereas the Parties agree that employees' quality of work life is an integral part of the work environment; and

Now therefore, the Union and the Agency hereby further agree to the following Articles:

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## ARTICLE 1

### RECOGNITION AND UNIT DESCRIPTION

#### Section 1.0

The Defense Contract Audit Agency (the Agency), hereby recognizes the American Federation of Government Employees, AFL-CIO (AFGE), as the exclusive representative of the employees in the following consolidated unit, as set forth in Federal Labor Relations Authority Case No. WA-RP-06-0048:

#### Northeastern Region

Included: All professional and non-professional employees of the Northeastern Region, Defense Contract Audit Agency, including GS-0511-13, Auditors (Field Audit Office Technical Specialists).

Excluded: All management officials, all supervisors, European Branch employees, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

#### Mid-Atlantic Region

Included: All professional and non-professional employees, including temporary employees whose appointments exceed 180 days, employed by the Mid-Atlantic Region, Defense Contract Audit Agency.

Excluded: Management officials, supervisors, and employees described in Title 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

#### Eastern Region

Included: All professional and non-professional employees, including temporary employees whose appointments exceed 180 days, employed by the Defense Contract Audit Agency, Eastern Region, Department of Defense, Smyrna, GA.

Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (1), (2), (3), (4), (6) and (7).

#### Central Region

Included: All non-professional and professional employees employed by the Department of Defense, Defense Contract Audit Agency, Central Region, Irving TX, including temporary employees whose appointments exceed one hundred eighty (180) days.

Excluded: Management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

### Western Region

Included: All professional and non-professional employees employed by the Defense Contract Audit Agency, Western Region.

Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7) and temporary employees whose appointments are 120 days or less.

AFGE delegated authority to AFGE, Local 524 (Local 524 or Union), effective July 26, 2017, to represent the above-stated bargaining-unit employees.

### Section 2.0 Clarification

The Parties agree that if the Federal Labor Relations Authority issues a clarification of the bargaining unit description(s), the new certification(s) will supersede and replace the descriptions in Section 1.0 of this Article.

### Section 3.0 Applicability

The Parties agree that the terms and conditions of the Agreement apply only to positions within the certified bargaining unit. Local 524 is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

### Section 4.0 Quarterly Bargaining Unit List

The Agency agrees to provide to Local 524 a quarterly listing by names, titles, grades, duty stations, Regions/Corporate Audit Directorates and service computation dates of all employees within the bargaining unit.

## **ARTICLE 2**

### **GOVERNING LAWS AND REGULATIONS**

#### Section 1.0 Purpose

This Article sets forth the effect of laws and regulations and this Agreement.

#### Section 2.0 Laws and Government-Wide Rules and Regulations

In the administration of this Agreement, the Parties shall be governed by all applicable laws, and government-wide rules and regulations in existence as of the effective date of this Agreement and by subsequently enacted rules and regulations implementing 5 U.S.C. 2302 (Prohibited Personnel Practices).

#### Section 3.0 Labor-Management Relations

Labor relations will be conducted in accordance with title 5 U.S.C. Chapter 71, the Federal Service Labor Management Relations Statute (the Statute).

## ARTICLE 3

### EMPLOYEE RIGHTS

#### Section 1.0 Purpose

This Article sets forth the rights and responsibilities of employees covered by the Collective Bargaining Agreement. Employees shall have the right to fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination by the Agency or the Union, except as restricted by laws, regulations, or job responsibilities.

#### Section 2.0 Right to Join and Assist the Union

##### Section 2.1

An employee shall have the right, freely and without fear of penalty or reprisal, to form, join, or assist any labor organization or to refrain from any such activity.

##### Section 2.2

The right to assist the Union extends to participation in the management of the Union when duly elected or appointed as a Union official. The right to assist also encompasses acting for the Union in the capacity of a representative, including presentation of the Union's views to officials of the Executive Branch, the Congress, or any other appropriate authorities.

#### Section 3.0 Right to Representation

##### Section 3.1

Employees have a right to the representation and assistance of the Union. Employees may contact and meet privately with a Union representative during duty hours for representational matters.

##### Section 3.2

As provided in 5 U.S.C. 7114 (a) (2) (B) and in accordance with Article 29 Discipline and Adverse Actions, of this Agreement, the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
2. The employee requests representation.

## Section 4.0 Personal Rights

### Section 4.1

Employees and managers shall be treated with mutual respect and they should conduct themselves in a professional manner.

### Section 4.2

If an employee is to be served with a warrant or subpoena, it will be done in private to the extent it is within the Agency's control.

### Section 4.3

No employee will be disciplined or retaliated against solely as a result of carrying out the lawful instructions of a management official. If there is a disagreement between the employee and the manager or other management official, the employee will comply with the instructions and, if desired, raise the disagreement to a higher level of management and/or grieve the matter.

### Section 4.4

The Agency will make every reasonable effort to conduct discussions between supervisors and employees, other than routine work conversations, in private.

## Section 5.0 Whistle Blower Protection

The Agency recognizes the right of every bargaining unit employee to be free from reprisal for providing information in connection with a violation of any law, rule or regulation, or provision of any Collective Bargaining Agreement, and/or evidence of mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

## Section 6.0 Voluntary Activities

Employee participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns or other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. Participation or non-participation will not advantage or disadvantage employees.

## Section 7.0 Personnel Security Policies

The Agency will maintain a weblink to information on its Intranet concerning personnel security policies. This information may include, but not be limited to:

1. Personal relationships and conversations that are to be reported to security personnel, including to whom and how such reports are to be made;

2. Other situations that require employees to provide information to security personnel, including to whom and how such reports are to be made;
3. Those countries employees are prohibited from visiting;
4. Protocols for computer security;
5. A list of common security violations; and
6. A contact point with telephone number and email address where employees can obtain additional information.

## Section 8.0 Annual Confidential Financial Disclosure Reports

### Section 8.1

The Agency will maintain a weblink to information on its Intranet concerning the Annual Confidential Financial Disclosure Report that some employees are required to file. This information may include, but not be limited to:

1. The criteria for determining which positions are required to fill out the form, and
2. A link to the relevant Federal Regulations concerning the form.

### Section 8.2

Employees who do not agree with a determination may request to discuss the determination with the management official who made the determination. If the issue is not resolved to the employee's satisfaction, the employee may file a complaint with the Agency head, or designee, in accordance with 5 CFR 2634.906.

## Section 9.0 Timely and Accurate Compensation

Employees are entitled to timely receipt of all compensation earned by them for the applicable pay period. The Agency will make every effort to ensure that employees receive their pay on the established payday and at the address or electronic site designated by the employee, in accordance with applicable regulations.

## Section 10.0 Audit Disagreements

If there is a disagreement between the bargaining unit employee and a management official over mission related audit matters, the disagreement will be handled in accordance with the existing Agency policy.

## ARTICLE 4

### MANAGEMENT-DIRECTED INQUIRIES

#### Section 1.0

The Agency may conduct a management-directed inquiry to determine whether a disciplinary or adverse action is warranted.

#### Section 2.0

- A. If an employee appears for an interview without Union representation and reasonably believes that disciplinary or adverse action may result, the employee may request Union representation. Once the employee requests representation, the inquiry will be suspended while the Union representative is being contacted.
- B. The Union will designate the representative. The Union representative will be given a reasonable amount of time to arrive at the inquiry. Telephonic representation will be used when it is not practical for a Union representative to arrive in a reasonable amount of time.
- C. If the employee's request for representation is denied, and if that denial is later found to have been unjustified by the Federal Labor Relations Authority, any statement(s) the employee made after requesting Union representation may not be used against the employee in any disciplinary or adverse action or proceedings.
- D. If an employee is represented, the employee or the Union representative may request a recess to confer.

#### Section 3.0

Recording devices may not be used without mutual consent of all Parties. All Parties shall be subject to applicable disclosure provisions.

#### Section 4.0

When an employee is the subject of a management-directed inquiry and a determination is made not to propose disciplinary or adverse action, the employee will be notified of the results normally within 30 days of the close of the inquiry.

## **ARTICLE 5**

### **EMPLOYEE BENEFITS**

#### Section 1.0 Unpaid Compensation

The Agency or its designee will notify a deceased employee's designated next of kin of any benefits to which they may be entitled and assist them in filing the claims for unpaid compensation, including lump-sum payments and any retirement, insurance, or other benefits.

#### Section 2.0 Administrative Error

The Agency agrees that, when through administrative error, the employee is denied benefits or pay to which he/she is otherwise entitled, restoration of said benefits or pay shall be made as expeditiously as practicable.

#### Section 3.0 Relocation Bonuses

##### Section 3.1

The Agency may pay relocation bonuses in accordance with the Relocation Incentive Authority consistent with applicable laws and Government-wide rules and regulations including 5 U.S.C. 5753, Recruitment and Relocation Bonuses, and implementing regulations found in sections 201 through 214 of 5 CFR Part 575, Subpart B, Relocation Incentives.

##### Section 3.2

Employees given relocation bonuses will sign a written service agreement to remain with the Agency in accordance with the terms included in the service agreement.

#### Section 4.0 Recruitment Bonuses

##### Section 4.1

The Agency may pay recruitment bonuses in accordance with the Recruitment Incentive Authority consistent with applicable laws and Government-wide rules and regulations including 5 U.S.C. 5753, Recruitment and Relocation Bonuses, and implementing regulations found in sections 101 through 114 of 5 CFR Part 575, Subpart A, Recruitment Incentives.

##### Section 4.2

Employees given recruitment bonuses will sign a written service agreement to remain with the Agency in accordance with the terms included in the service agreement.

## Section 5.0 Repayment of Student Loans

### Section 5.1

The Agency may repay student loans in accordance with the Student Loan Repayment Authority consistent with applicable laws and Government-wide rules and regulations including 5 U.S.C. 5379, Student Loan Repayments, and implementing regulations found in sections 101 through 110 of 5 CFR Part 537, Repayment of Student Loans.

### Section 5.2

Where the Agency agrees to repay student loans, the employees will sign a written service agreement to remain with the Agency in accordance with the terms included in the service agreement.

## Section 6.0 Retention Bonuses

### Section 6.1

The Agency may pay retention bonuses in accordance with the Retention Incentive Authority consistent with applicable laws and Government-wide rules and regulations including 5 U.S.C. 5754, Retention Allowances, and implementing regulations found in sections 301 through 314 of 5 CFR Part 575, Subpart C, Retention Incentives.

### Section 6.2

Employees given retention bonuses will sign a written service agreement to remain with the Agency in accordance with the terms included in the service agreement.

## ARTICLE 6

### UNION RIGHTS

#### Section 1.0 Union Representatives

AFGE Local 524 will provide the Agency with a current list of Union representatives. An updated listing will be provided as necessary.

#### Section 2.0 Representation Requirements

##### Section 2.1 Formal Discussions

A. Pursuant to 5 U.S.C. 7114(a) (2) (A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy, practice, or other general condition of employment. This right to be represented does not extend to discussions between an employee and a supervisor concerning a personal problem, counseling, performance, work methods, and assignments.

B. Once the Agency notifies the Union that a formal discussion will be held, the Union will designate a representative to participate and inform the Agency. In situations involving a meeting with a large group of employees (such as a meeting with a Branch, Division or Office), the Union shall normally receive at least two (2) business days' notice of the meeting. Where it is not practical for the Union representative to be present, Union representation may be virtual.

C. At the start of each formal discussion, the Agency representative will ask any Union representative who may be present to introduce him/herself. Furthermore, the Agency representative will permit the Union representative to have full participatory rights during the meeting to the extent accorded to other employees.

##### Section 2.2 Investigatory Examinations

When the requirements of 5 U.S.C. 7114 (a)(2)(B) are met, the Union will determine the representative to attend the investigatory examination.

#### Section 3.0 Access to Information

In accordance with 5 U.S.C. 7114(b)(4), the Agency will furnish information to the Union, upon request.

#### Section 4.0 New Hire Orientation

A. A Union representative will be invited to attend Agency orientation sessions for new

bargaining unit employees. The representative may deliver a Union presentation during the orientation and may meet separately with the employees after the presentation. If there are fewer than 10 bargaining unit employees in attendance, the Union's presentation will be virtual. If there are 10 or more bargaining unit employees, the Union has the option to deliver the presentation in person. The Union will make every effort to identify a local representative to deliver the presentation.

B. The Union is authorized up to 60 minutes to present. The Union will provide the Agency with a copy of the Union's orientation presentation, which will be included with the Agency's orientation materials.

C. The Agency will provide the Union reasonable advance notice of new hire entrance dates. Scheduling of the presentation will be coordinated between the Union representative and the Agency.

## **ARTICLE 7**

### **OFFICIAL TIME**

#### Section 1.0 Purpose

Official time shall be administered in accordance with 5 United States Code (U.S.C.) Chapter 71, Federal Service Labor-Management Relations Statute (the Statute) as amended and this Agreement. The purpose of official time is to provide time to perform Union representational activities during normal working hours, without loss of pay or charge to leave.

#### Section 2.0 Representational Functions

##### Section 2.1 Judicious Use

Union representatives are responsible for judicious use of official time.

##### Section 2.2 Internal Union Business

In accordance with 5 U.S.C. 7131(b), official time may not be expended for any activities performed by employees relating to internal Union business.

#### Section 3.0 Allocation of Official Time

##### Section 3.1 AFGE Local 524 National President

The President of AFGE Local 524 and three Regional Vice Presidents, to be determined by the Union, shall be granted 100 percent official time. These representatives may not be located at a contractor location. At the end of the President and/or a Regional Vice President's tour of duty, the employee will be assigned to a position within the local commuting area of his/her previously assigned permanent duty station.

##### Section 3.2 AFGE Council/Local Officers and Stewards

The Agency will authorize up to a total of 7,800 hours of official time per fiscal year for local officers and stewards. Local officers and stewards shall be authorized up to 6 hours of official time per pay period. Additional official time above this allowance must be requested and approved in advance by the Agency's Labor Relations Officer, or designee. The secretary and treasurer will use the official time to maintain records and reports which are required by Federal agencies and which are not related to internal Union business within the meaning of 5 U.S.C. 7131(b).

## Section 4.0 Procedures for Official Time Use

### Section 4.1 Requesting Official Time

- A. To request up to six hours of official time per pay period, an officer or stewards will advise his/her supervisor of the estimated amount of official time needed, the date and time when the official time will be used, where the representational function will occur, and the general reason (specific employee details not required) for which the official time is requested. To request additional official time above this allowance, an officer or steward must submit a similar request to the Agency's Labor Relations Officer, or designee, with a courtesy copy to the supervisor.
- B. Permission to conduct official Union business, including representation and assistance activities, will normally be granted unless the absence of the Union representative from his/her work duties would cause substantial adverse effect on mission accomplishment at his/her work site. In those instances, an alternate time will be authorized.
- C. The Agency shall consider the judgment by the Union representative as to the amount of time necessary to accomplish the task. The amount of official time for Union representatives shall be determined based on what is reasonable. Should a dispute arise over what constitutes a "reasonable amount" of official time, the Parties will raise the dispute to the Agency Labor Relations Officer and the National President for resolution.

### Section 4.2 Reducing Use and/or Travel Requirements

The Union agrees to use all available methods (telephone, e-mail, fax, net-meeting, etc.) to the maximum extent practical, to reduce official time use and/or travel requirements. This is not intended to preclude face-to-face meetings when such would be more appropriate or beneficial under the circumstances.

### Section 4.3 Extensions of Requested Time

On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. If more time is needed, the employee and Union representative shall contact their supervisors or Agency Labor Relation's Officer, as appropriate, to request the extension and anticipated return time. If an extension cannot be granted, an alternative date and time will be scheduled.

## Section 5.0 Administrative Matters

### Section 5.1 Travel Expenses

The Agency may pay travel expenses, consistent with the Joint Travel Regulations, for Union representatives to attend face-to-face mid-term negotiations and ground rules for contract negotiations.

## Section 5.2 Credit Hours

To request credit hours for Union representational functions, the steward or officer must submit a request in advance to the Agency's Labor Relations Officer, or designee, with a courtesy copy to the supervisor.

## Section 6.0 Training

### Section 6.1 Training for Union Representatives

An employee who is a Union representative may be excused without charge to leave to attend training sessions, to include travel time, sponsored by the Union providing the subject matter of such training is pertinent to the employee in his/her capacity as a Union representative, and the Agency's interest will be served by the employee's attendance. All requests for Union training should be submitted as soon as possible (normally 30 days in advance) by the National President or Regional Vice President to the Agency Labor Relations Officer. The Agency Labor Relations Officer and the employee's supervisor will coordinate training. Each request must include an agenda or course description. Excused absence for training that meets these requirements will be approved except in cases where the absence of an employee(s) would interfere with the Agency's mission. If the training is subsequently denied due to mission-related reasons, then the specific reasons for the denial will be furnished in writing to the National President or Regional Vice President by the Agency Labor Relations Officer at the time of disapproval.

### Section 6.2 Orientation for New Representatives

When a new Union representative is designated, the Agency will permit the representative and the Union representative appointed to provide the orientation up to four hours of official time to provide/receive a Union representative orientation on the administration of the Agreement, no later than one month from the date of designation. This time is over and above the time authorized in Section 3.0 of this Article.

## Section 7.0 Formal Meetings

For meetings called or approved by the Agency which require the presence of a Union representative, the Agency shall arrange with the Union representative's supervisor, or designee, for the release of the Union representative.

## Section 8.0 Recording Official Time

All AFGE representatives using official time will record their time using the established categories in the Agency timekeeping system.

## Section 9.0 Number of Representatives

### Section 9.1 Equal Number or Representatives

The Agency agrees that in all representational activities which require the attendance of an employee and his/her Union representative, the Union will be entitled to at least the same number of Union representatives as Management officials, excluding the employee. In the event that advisory staff is needed to deal with a matter of mutual concern (i.e., labor relations, safety, health, etc.) both Parties agree not to count these advisors as Management representatives. The advisory staff will be in a duty status with time charged appropriately.

### Section 9.2 Reducing Travel Costs

The Parties also agree to use all available methods (telephone, e-mail, fax, net meeting, etc.) to the maximum extent practical to reduce travel costs.

### Section 10.0 Identification of Union Representatives

Within 60 days after the effective date of this Agreement, AFGE Local 524 will provide the Agency with a current list of Union representatives and the areas they are assigned to represent. An updated listing will be provided as necessary.

### Section 11.0 Legislative Activities

Unless prohibited by the above constraints or law, the Union may be authorized official time to present the views of the Union to members of Congress on matters affecting the working conditions of bargaining unit employees.

### Section 12.0 National AFGE Representatives

#### Section 12.1 AFGE National Officers

The Agency recognizes that AFGE National is accorded recognition and retains the right for any AFGE National Officer, National Vice President or AFGE staff to conduct business of AFGE.

#### Section 12.2 Admission to Worksite

The Agency agrees that duly designated National AFGE representatives will be admitted to the work site for scheduled meetings with management and/or Union representatives during working hours in accordance with local facility security requirements.

## **ARTICLE 8**

### **DUES WITHHOLDING**

#### Section 1.0 Purpose

This Article provides for a fair and equitable system by which Union dues may be collected from bargaining unit employees in a timely and regular basis without having an adverse impact on the day-to-day operations of the organization.

#### Section 2.0 General

##### Section 2.1

Union dues will be processed, managed and withheld through voluntary payroll deductions consistent with 5 U.S.C. 7115 and appropriate government-wide rules and regulations. The Union will maintain a current list of Union representatives who are authorized to sign the Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues. The Union representative will provide this form to the appropriate Human Resources Office for dues withholding.

##### Section 2.2

Employees who are eligible under Section 4.1 of this Article may authorize the payment of labor organization dues to the Union by voluntarily completing a SF 1187 or its equivalent. The information as to which employees elected to pay dues will only be used in conducting official business and will not be disseminated to any individual without a need for this information.

#### Section 3.0 Dues Subject To Withholding

##### Section 3.1

The term “dues” includes regular dues, fees, and assessments of the exclusive representative of the unit. The Agency shall honor the assignment and make allotments pursuant to the assignment.

##### Section 3.2

All regular dues allotments will be processed by the Parties in a timely manner.

## Section 4.0 Allotments (Payroll Deduction)

### Section 4.1

To be eligible to make a voluntary allotment for the payment of the labor organization's dues, an employee must:

1. Be an employee in the certified unit;
2. Be a member of good standing with the Union; and
3. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment of dues.

### Section 4.2

Completed allotment forms will be submitted to the Regional Vice President or other authorized Union officer who will complete the certification portion of the form. The Union will promptly submit all certified forms to the Human Resources Office.

### Section 4.3

Allotments will be effective at the beginning of the first pay period following the receipt of a properly completed SF 1187 by the Human Resources Office.

### Section 4.4

Any allotment will be made at no cost to the Union or the employee.

### Section 4.5

Employees who temporarily cease dues allotment because of a temporary assignment to a position not in the bargaining unit will have their dues allotment reinstated upon transfer back into a bargaining unit position.

## Section 5.0 Payment and Union Dues Deduction Report

### Section 5.1

The Agency will instruct its designated payroll office to make a remittance to the AFGE National Treasurer for amounts withheld on a biweekly basis for Union Dues for members of that local.

## Section 5.2

The remittance will be accompanied by a Union Dues Deduction Report, in hard copy or electronic format, at the Union's election, showing the following:

1. Identification of the local;
2. Payroll period;
3. Names of members for whom deductions are made, and amounts;
4. Names of members for whom deductions, previously authorized, were not made, with coding to show reasons for non-deduction; and
5. Total number of members for whom dues were withheld; and total amount withheld.

## Section 6.0 Changes in Dues Withholding Amounts

### Section 6.1

The Union will give the Agency a list of Union officials for each local who are authorized to state the amount of dues to be withheld. Instructions to change dues amounts will be sent to the appropriate Human Resources Office. Such instruction must be received 10 workdays prior to the first day of the pay period in which such change is to be effective. Changes will be effective the first pay period after timely receipt by Human Resources Office.

## Section 7.0 Dues Revocation

### Section 7.1

An employee may revoke voluntary dues only during a prescribed timeframe. To revoke the Union dues deduction, the employee must submit a SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the Human Resources Office. In order to be timely, the SF 1188 must be received by the employee's Human Resources Office no earlier than 90 days prior to the anniversary date of dues withholding and no later than 60 days prior to the anniversary date of dues withholding. The Union will provide the Human Resources Office with the anniversary date for all requested revocations.

### Section 7.2

Notwithstanding Section 7.1 of this Article, deduction of dues with respect to an employee will terminate with the start of the first payroll period after which any of the following occurs:

1. Loss of exclusive recognition by the Union;

2. Separation of the employee for any reason;
3. Employee ceases to be a member in good standing with the Union;
4. Transfer, reassignment, promotion or demotion of an eligible member to a position excluded from the Union's recognition; or
5. Activation of an employee into active duty military status.

#### Section 8.0 Reinstatement of Separated Employee

If an employee who has been separated by the Agency is reinstated by an arbitrator, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or a court of competent authority, and the Agency is required to make the employee whole, dues withholding will be resumed for that employee without submitting a new SF 1187, provided that the employee was a Union member at the time of his / her separation and the employee does not object to continuing dues withholding. Dues withholding will resume prospectively only.

#### Section 9.0 Positions Outside the Bargaining Unit

If the Agency removes an employee from dues withholding based on a belief that the employee's position is outside the bargaining unit, and the Federal Labor Relations Authority determines that the employee is a member of the bargaining unit, the Agency will promptly reinstate the employee's dues withholding authorization.

## ARTICLE 9

### MANAGEMENT RIGHTS

#### Section 1.0

Subject to subsection (b) 5 of U.S.C. 7106, nothing in this Agreement shall affect the authority of the Agency:

1. To determine the mission, budget, organization, number of employees and the internal security practices of the Agency; and
2. In accordance with applicable laws:
  - a. To hire, assign, direct, lay off, and retain employees in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
  - b. To assign work, to make determinations with respect to contracting-out and to determine the personnel by which Agency operations shall be conducted;
  - c. With respect to filling positions, to make selections for appointment from:
    1. Among properly ranked and certified candidates for promotion; or
    2. Any other appropriate source; and
  - d. To take whichever actions may be necessary to carry out the Agency mission during emergencies.

#### Section 2.0

Nothing in this Article precludes the Agency and Union from negotiating:

1. At the election of the Agency, on the number, 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;
2. Procedures which management officials of the Agency will observe in exercising any authority under this Article; or
3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## **ARTICLE 10**

### **LABOR MANAGEMENT ROUNDTABLE**

#### Section 1.0

The Parties recognize the importance of a collaborative roundtable for management and Union representatives to discuss Agency operations. The roundtable promotes positive labor relations and focuses on improving the productivity and effectiveness of Agency operations.

#### Section 2.0

The Parties agree to continue a labor-management roundtable for the purpose of discussing and proposing solutions on matters of significance. This roundtable will develop and maintain a new Charter, which establishes the guidelines for the operations of the roundtable.

## **ARTICLE 11**

### **TRAINING**

#### Section 1.0 General Provisions

The Agency will ensure that all employees have the opportunity to take necessary training, subject to budget limitations and workload constraints.

#### Section 1.1 Payment for Agency-Required Training

The Agency may, as funds permit, make available to employees required training necessary for the performance of the employees' assigned duties. Employees will not be held responsible for costs related to Agency-required training necessary for the performance of their assigned duties.

#### Section 1.2 Personal Emergencies

Employees should notify their supervisor as soon as possible when emergencies of a personal nature arise that may prevent an employee from accomplishing scheduled training.

#### Section 1.3 Temporary Duty Travel for Training

To accomplish required training, employees may need to engage in occasional temporary duty travel.

#### Section 2.0 Training Programs

##### Section 2.1 Supervisory Approval

The Agency will provide employees with information regarding current government-sponsored training courses. Employees must obtain supervisory approval before taking any training, including online training. In addition, employees must obtain prior approval through the Agency's Standard Form (SF) 182 process before registering for any outside training. Employees will input training requests into the applicable Agency automated training system.

##### Section 2.2 Notification

Employees will be notified of the approval or denial of their training requests and the reason(s) for denial. If an employee's training request is denied or training is cancelled, he/she may be wait-listed depending on the reason for denial.

### Section 2.3 Training for New Position Assignments

Employees assigned to new positions shall receive necessary required training to perform their new duties.

### Section 3.0 Individual Development Plan

- A. If required, each employee will establish an Individual Development Plan (IDP) annually. An IDP is a flexible document jointly developed between the employee and the employee's supervisor to be used as a roadmap for the employee's professional and career development. The primary emphasis of the plan will be to: 1) address the competencies (knowledge, skills, and abilities) needed by the employee in his/her current position; and, 2) prepare an employee for career opportunities within the Agency.
- B. Employees may consult with their supervisor for advice and assistance in the preparation of the IDP.
- C. The Agency may pay for pre-approved training related to the employee's current or prospective job duties which may be included in an approved IDP. Management's final approval of training will take into consideration budgetary limitations and workload constraints.
- D. Management may approve a training schedule that complements State requirements to sustain an employee's certification, if applicable.

### Section 4.0 Mandatory Training Preparation

Mandatory training/study time required prior to attending Agency courses will be available to employees, but will be subject to supervisory approval and workload constraints.

### Section 5.0 Training and Career Development Expenses

#### Section 5.1 Payment for Licenses/Certifications

Payment for licenses and certifications, and subsequent renewals, may include fees for: 1) preparation for examinations, 2) examinations, and, 3) registration.

#### Section 5.2 Academic Degree(s)

Employees are encouraged to participate in self-development programs, training, and advanced degrees to increase their efficiency and enhance their career potential. The Agency may reimburse employees' appropriate costs associated with the pursuit of an academic degree in accordance with 5 U.S.C. 4107 (Academic Degree Training). Tuition reimbursement will be in accordance with this Article and Agency policy.

### Section 5.3 Fees/Dues for Obtaining and Maintaining State Requirements

Payment may be made for a job-related certification and/or license obtained and maintained in only one state or jurisdiction.

### Section 5.4 Recognition of Achieving a Professional Certification(s)

Employees who exhibit personal initiative and commitment of their personal time to complete the requirements necessary to obtain professional certification may be recognized for their efforts in accordance with the Agency's Awards Policy.

### Section 5.5 Training and Preparatory Course(s)

- A. An employee request for training course(s) or examination preparatory course(s) will normally be included in the annual IDP.
- B. The Agency will generally approve prior attendees' requests to take updated courses, however the course may not be repeated within the same training cycle. If the Approving Official denies the request, a written response will be provided to the employee with the reason(s) for the denial.
- C. Reimbursement for preparatory courses will be in accordance with Agency policy.
- D. When an examination is required, an employee must agree in writing to take the examination within one year of completion of the course or program.
- E. Employees pursuing professional certifications should monitor progress toward successful completion, including taking the preparatory course and examination, and obtaining the license and/or certificate.

### Section 5.6 Continued Service Agreement

When the Agency pays for an examination preparatory course or other applicable training/developmental course or program, an employee must sign a Continued Service Agreement (CSA). As stated in the CSA, the employee must remain with the Agency, the Department of Defense, or the Federal government for a specified time period. If the employee fails to meet the terms of the CSA, the expenses (including tuition, mandatory books, and associated fees) must be repaid by the employee on a pro rata basis.

## ARTICLE 12

### HOURS OF WORK AND FLEXIBLE WORK SCHEDULES

#### Section 1.0 Purpose

This Article shall be administered in accordance with Title 5, United States Code (U.S.C.), Chapter 61; Title 5, Code of Federal Regulations (CFR), Part 610 and this Agreement. This Article prescribes the policies covering hours of work in accordance with applicable law and regulation.

#### Section 2.0 Definitions

- A. Administrative workweek is any period of seven consecutive 24-hour periods designated in advance by the head of the Agency under 5 U.S.C. 6101. In DCAA, the administrative workweek begins on Sunday and ends on Saturday.
- B. Basic work requirement is the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.
- C. Core hours are the time-periods during the workday, workweek, or pay period that an employee covered by a flexible work schedule is required to be present for work.
- D. Credit hours are hours the employee on a flexible work schedule elects to work, subject to prior supervisory approval, which are in excess of an employee's basic work requirement.
- E. Flexible hours are the times during the workday, workweek or pay period during which an employee covered by a flexible work schedule may, with prior supervisory approval, choose to vary his / her times of arrival to and departure from the work site, consistent with the duties and requirements of the position.
- F. Flexible work schedule (FWS) is a work schedule that consists of workdays with core and flexible hours. A flexible work schedule may enable an employee to complete his / her basic biweekly work requirement in less than the standard 10 workdays (See Section 5.0 of this Article).

#### Section 3.0 General Provisions

- A. The basic workweek is Monday through Friday.

- B. A traditional fixed work schedule consists of 8 hours per day, 40 hours per week.
- C. Basic work-hours may be scheduled to start as early as 6:00 a.m. or as late as 9:30 a.m., subject to prior supervisory approval. The core hours are from 9:30 a.m. to 2:30 p.m.
- D. The workday for employees who work more than 6 hours will include a required scheduled unpaid lunch (minimum thirty minutes). Generally, lunch should begin no earlier than 11:00 a.m. and end no later than 1:00 p.m.
- E. Employees may work a traditional fixed work schedule or a flexible work schedule (per Section 5.2 of this Article). All work schedules must be approved by the employee's supervisor. Approval is subject to mission requirements, including office coverage during normal business hours (8:00 a.m. - 4:30 p.m.) and availability to contractors and other customers.
- F. When a conflict occurs between work schedule requests of different employees, supervisors shall resolve the scheduling conflict based on Service Computation Date for leave. The employee with the greater seniority shall receive the requested schedule when consistent with mission requirements.
- G. Employees may take a break of 15 minutes for each 4 hours of work. The break period will normally occur in the middle of each four-hour work period. There will be no charge to leave for such breaks. Breaks cannot be combined with lunch periods or used to shorten the workday.

#### Section 4.0 Hours of Work and Time Entry

- A. Prior to the beginning of the pay period, employees will request approval of their planned biweekly work schedule, including planned start and stop times, from their supervisor. Supervisors should timely communicate the approval or the reason(s) for disapproval of the planned work schedule to the employee as soon as practical.
- B. The employee and the supervisor will discuss any deviations to an employee's approved biweekly work schedule prior to the effective date of the deviation when possible. Supervisors should timely communicate the approval or the reason(s) for disapproval of the requested deviation to the employee as soon as practical.
- C. Employees should record their actual hours worked (regular, overtime, credit, compensatory, etc.) and hours taken (leave, credit, compensatory, etc.) on a daily basis. Employees will include actual hours through the day they release their timesheet as well as projected hours for the balance of the biweekly pay period.

## Section 5.0 Flexible Work Schedules

### Section 5.1

- A. Flexible Work Schedule (FWS) programs enable managers and supervisors to meet the Agency's mission while allowing employees flexibility in scheduling their personal activities.
- B. In accordance with Article 16, Telework, of this Agreement, employees who participate in the Telework program are not disqualified from working a flexible work schedule.

### Section 5.2

Eligible employees may work one of the following flexible work schedule options, with prior supervisory approval, to fulfill their basic work requirement:

1. Variable Work Schedule. The employee may vary the number of hours worked in a work day or in a work week, provided he/she meets his/her biweekly pay period work requirement. Employees working the Variable Work schedule may choose a start time, as stated in Section 3.0.C. of this Article, that is consistent each day of the pay period.
2. Gliding Work Schedule. Employees must work 8 hours per day. Employees working the Gliding Work schedule may choose different starting times each day of the pay period, as stated in Section 3.0.C. of this Article.
3. 5/4-9 Schedule. Employees working a 5/4-9 schedule must work eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period. Employees will schedule one flex day off each biweekly pay period. Employees working the 5/4-9 schedule may choose different starting times each day of the pay period, as stated in Section 3.0.C. of this Article.
4. 4-10 Schedule. Employees working a 4-10 schedule must work four 10-hour days each week for a total of 80 hours in a biweekly pay period. Employees will schedule one flex day off each week. Employees working the 4-10 schedule may choose different starting times each day of the pay period, as stated in Section 3.0.C. of this Article.

### Section 5.3

If a supervisor denies an employee's request for a flexible work schedule or proposes to terminate an employee's participation in a flexible work schedule, the supervisor will notify the employee in writing, provide the basis for the denial or termination and discuss a revised work schedule with the employee. Denials of requests to work a flexible work schedule will not be arbitrary or capricious. If a denial results in a hardship to the employee, the Agency may consider arrangements to accommodate the hardship. An employee may challenge a supervisor's denial or termination of a requested flexible work schedule in accordance with

Article 31, Negotiated Grievance Procedure, of this Agreement.

#### Section 6.0 Exclusion from Flexible Work Schedules

- A. If the Agency Director determines that certain positions and / or employees in certain organizational units are not eligible for some or all of the flexible work schedule options, the Agency will provide the Union with a list of these positions and organizational units. The list will indicate which work schedules are inappropriate for certain positions and/or employees in certain organizational units, along with the reasons for the determination for each position and / or employee within 60 days of the effective date of this Agreement. During the life of this Agreement, the Agency must provide at least 30 days notice of any intent to remove a position(s) or employee(s) from eligibility to work a flexible work schedule. Exclusion from participation in a flexible work schedule will normally be the exception rather than the rule.
- B. At the Union's request, the Parties will negotiate over the Agency's proposed exclusions from participation in a FWS, if any, under the provisions of Article 47, Mid-Term Negotiations, of this Agreement. If the Parties are unable to agree, the impasse will be resolved under the applicable provisions of law. Pending a final decision on an impasse, the employee(s) or positions(s) will remain eligible for the FWS option in question.

#### Section 7.0 Temporary Suspension of an Employee's Flexible Work Schedule

Occasions may arise when flexible work schedules must be temporarily suspended as a result of unusual workload or operational demands. The Agency shall make every reasonable effort to avoid suspension of an employee's flexible work schedule. If the Agency is required to temporarily suspend an employee from using a flexible work schedule, the Agency will provide the employee with advance notice of at least one pay period and state the reason for the temporary suspension. The Agency will limit the temporary suspension to as short a timeframe as necessary to meet the unusual workload or operational demands. If an employee's flexible work schedule is suspended, the flexible work schedule will automatically be restored as soon as possible after the reason for the suspension has been met. For the purposes of this Article, "temporarily suspend" is defined as a period of two biweekly pay periods. If the Agency believes that the "temporary suspension" will extend beyond the two biweekly pay periods, the Agency will notify the Union and identify the reason(s) for the extension of the temporary suspension prior to the end of the two biweekly pay periods. Decisions on temporary suspension of FWS for any employee will not be arbitrary or capricious.

#### Section 8.0 Credit Hours

##### Section 8.1

Full-time and part-time employees who work flexible work schedules, as identified in Section 5.2 of this Article, may earn credit hours.

## Section 8.2

Employees must obtain supervisory approval prior to working credit hours. The request will be approved or denied by the supervisor as soon as possible. Credit hours may not be earned on a Federal holiday.

## Section 8.3

If credit hours are approved and overtime is subsequently authorized prior to working the credit hours, the approval for the credit hours may be cancelled. If cancelled, the employee is entitled to receive overtime compensation.

## Section 8.4

Full-time employees may carry over from one biweekly pay period to another no more than 24 credit hours (current regulatory limit). If the regulatory limit is raised, the number of hours an employee may carry over under this Article shall be increased to the new regulatory limit.

## Section 8.5

Part-time employees may carry over from one biweekly pay period to another no more than one-quarter of the hours in their biweekly basic work requirement.

## Section 8.6

If an employee has accumulated more than the maximum number of credit hours allowed to be carried forward, that employee will forfeit the excess number of credit hours that are not used prior to the end of the biweekly pay period.

## Section 8.7

Credit hours must be earned before they are used.

## Section 9.0 Training

Subject to supervisory approval, employees attending training will adjust their work schedules to be available during the hours of the training. Employees must ensure the hours in the adjusted work schedule satisfy their basic work requirement for the biweekly pay period.

## Section 10.0 Temporary Duty

Employees on Temporary Duty (TDY) must coordinate their work schedule with the TDY supervisor in accordance with this Article.

## ARTICLE 13

### OVERTIME, COMPENSATORY TIME OFF, AND COMPENSATORY TIME OFF FOR TRAVEL

#### Section 1.0 General

#### Section 1.1 References

Employees' overtime, compensatory time off, and compensatory time off for travel entitlements are determined under 5 U.S.C. § 5542, Title 5 of the Code of Federal Regulations (CFR), Part 550, Pay Administration, and Part 551, Pay Administration under the Fair Labor Standards Act (FLSA). Each employee is designated as either "non-exempt" (covered by the FLSA) or "exempt" (not covered by the FLSA)

#### Section 1.2 Bargaining Rights

References in this Article to law, rule, regulation and Agency policy (i.e., internet links) do not constitute a waiver of bargaining rights permitted under 5 U.S.C. Chapter 71.

#### Section 1.3 Mandated Overtime, Compensatory Time, Compensatory Time off for Travel

The Agency has the right to mandate overtime, compensatory time off, and/or compensatory time off for travel when warranted by mission requirements. Each must be authorized in advance by the Agency before it is worked or earned.

#### Section 1.4 Voluntary Overtime, Compensatory Time, Compensatory Time off for Travel

In cases where the Agency requests volunteers to work or earn overtime, compensatory time off, and/or compensatory time off for travel an employee's declination will not negatively impact an employee's performance evaluation or otherwise be held against an employee.

#### Section 1.5 Distribution

Overtime, compensatory time off, and/or compensatory time off for travel will not be distributed or withheld as a reward or penalty.

#### Section 1.6 Leave Usage in Same Pay Period

Overtime, compensatory time off, and/or compensatory time off for travel in conjunction with leave usage in the same pay period is permitted.

## Section 1.7 Holidays

Because employees are paid for a holiday, employees are not eligible for overtime pay, compensatory time off, or compensatory time off for travel on a holiday during the period of time that would normally be their regular work hours.

## Section 2.0 Overtime Pay

### Section 2.1 FLSA Non-Exempt Employees

Generally, overtime pay for FLSA non-exempt employees is equal to one and one-half times the employee's hourly rate of pay.

### Section 2.2 FLSA Exempt Employees

Overtime pay for FLSA exempt employees is equal to one and one-half times the employee's hourly rate of pay. However, if the employee's rate of pay exceeds the GS-10, step 1 rate including locality pay, or any applicable special rate of pay, the overtime rate is the greater of:

1. 1-1/2 times the hourly rate of base pay for GS-10, step 1, or
2. the employee's hourly rate of base pay.

### Section 2.3 Applicable Agency Policies

DCAA Instruction 1400.33, Overtime, Compensatory Time, and Holiday Hours Authorization Policy, and DCAA Instruction 1400.34, Pay Administration, further detail the Agency's policy on overtime and applies to this Article.

## Section 3.0 Compensatory Time Off

### Section 3.1 Compensatory Time Off in Lieu of Overtime Pay

Compensatory time off is time off from work that may be granted to an employee in lieu of payment for overtime. Compensatory time off is equal to the number of overtime hours worked.

### Section 3.2 FLSA Non-Exempt Employees

For FLSA non-exempt employees, the Agency must offer paid overtime for any approved overtime hours worked. A FLSA non-exempt employee may request compensatory time off in lieu of paid overtime.

### Section 3.3 FLSA Exempt Employees

For FLSA exempt employees, the Agency, at its discretion, may offer paid overtime or compensatory time off for approved overtime hours worked.

### Section 3.4 Use of Compensatory Time Off

Compensatory time off must be used within 26 pay periods from the pay period that it was earned. Subject to mission requirements, requests to use earned compensatory time off will normally be granted. All compensatory time not scheduled and used by the end of the 26<sup>th</sup> pay period will be converted to overtime pay using the employee's rate of pay when the compensatory hours were earned.

### Section 3.5 Applicable Agency Policies

DCAA Instruction 1400.33, Overtime, Compensatory Time, and Holiday Hours Authorization Policy, and DCAA Instruction 1400.34, Pay Administration, further detail the Agency's policy on compensatory time off and applies to this Article.

### Section 4.0 Compensatory Time off for Travel

#### Section 4.1 FLSA Non-exempt Employees

FLSA non-exempt employees who travel on non-workdays, other than a paid holiday, during hours that correspond to their regular working hours will receive overtime pay. The hours outside the regular work schedule will be covered as compensatory time off for travel. FLSA non-exempt employees may request compensatory time off in lieu of paid overtime.

#### Section 4.2 FLSA Exempt Employees

FLSA exempt employees are eligible for compensatory time off for travel while in a travel status during non-work hours, except on a paid holiday.

#### Section 4.3 Applicable Agency Policies

DCAA Instruction 1400.31, Compensatory Time Off for Travel Policy, details the Agency's policy on compensatory time off for travel and applies to this Article.

#### Section 4.4 Use of Compensatory Time Off for Travel

Compensatory time off for travel must be used within 26 pay periods from the pay period that it was credited. Subject to mission requirements, requests to use earned compensatory time off for travel will normally be granted. All compensatory time for travel not scheduled and used by the end of the 26 pay periods will be forfeited.

The Agency may extend the time limit for using such compensatory time off for travel for up to an additional 26 pay periods if the employee was unable to use the compensatory time due to an exigency of the service beyond the employee's control. The Agency retains sole discretion in approving an extension beyond the 26th pay period, and it is not subject to review under the grievance (Article 31) or arbitration (Article 32) procedures in this Agreement.

## ARTICLE 14

### LEAVE

#### Section 1.0 Purpose

Leave will be administered in accordance with the Agency's leave policy. References in this Article to law, rule, regulation and Agency policy (i.e., internet links) do not constitute a waiver of bargaining rights permitted under 5 U.S.C. Chapter 71.

#### Section 2.0 Leave Procedures

##### Section 2.1 Leave Requests

Leave may be granted subject to advanced supervisory approval, as mission and workload permit. Leave requests and approval or denial will be made through written memorandum, e-mail, Agency's time keeping system, etc. The approving official, normally the supervisor, will respond to all requests for leave in a timely manner, normally within one workday. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR 630.405.

##### Section 2.2 Leave Schedules

Vacation leave schedules will be established as soon as practicable each year to assure that all employees are given an opportunity for a reasonable vacation period and that employees are allowed to use all leave they would otherwise forfeit. Leave will be scheduled as to avoid having an excessive number of employees on leave at the same time and to ensure that a sufficient number of personnel will be on duty to operate effectively.

##### Section 2.3 Leave Conflicts

When scheduling conflicts occur, an effort should be made to resolve the conflict between the employees involved. Unresolved conflicts will be settled by use of seniority, as measured by Service Computation Date (SCD) for leave. An employee's approved annual leave will not be disapproved solely because an employee with an earlier SCD subsequently requests leave for the same period.

##### Section 2.4 Unanticipated Leave

If the need for leave cannot be anticipated, the employee shall attempt to contact the immediate supervisor or designated official to request approval of leave within two hours after the start of the employee's normal workday, or as soon as possible thereafter. If the leave cannot be granted, the supervisor or other designated official will generally notify the employee within two hours of the employee's request that it cannot be granted.

## Section 2.5 Leave for Union Representatives

An employee who is a steward or other Union official may be granted annual leave or Leave Without Pay (LWOP) to attend internal Union functions which are not covered in Article 7, Official Time, of this Agreement. Normally, advance notice of five workdays will be required and will be approved subject to workload considerations.

## Section 3.0 Administrative Leave

### Section 3.1 Blood Donations and Bone Marrow Testing

Employees will be authorized up to four hours administrative leave, one time per calendar year, when the workload permits for blood donation, including apheresis donations, or bone marrow type testing. The leave must be taken on the day of the procedure and is in addition to travel time. Administrative leave for travel will generally not exceed two hours. Employees must schedule and obtain approval from the supervisor in advance. Employees must provide documentation upon return to the office.

### Section 3.2 Professional Examinations

Employees will be authorized administrative leave for taking professional examinations that are recognized by Agency policy with a Special Act Award. Administrative leave will include time required to travel to and from the point of the examination, not to exceed 8 hours of travel time.

### Section 3.3 Workplace Closings

- A. When Government offices are closed to the public and to employees due to an emergency (including inclement weather) employees with an approved telework agreement who are telework ready may telework or take unscheduled leave (including LWOP). Employees who do not have an approved telework agreement may be granted administrative leave. Supervisors may also administratively excuse designated teleworkers from teleworking on a case-by-case basis, due to extenuating circumstances.
- B. When Government offices are closed to the public, but open to employees, due to an emergency (including inclement weather), employees with an approved telework agreement who are telework ready may telework or take unscheduled leave (including LWOP). Supervisors may administratively excuse designated teleworkers from teleworking on a case-by-case basis, due to extenuating circumstances.
- C. Every effort will be made to communicate a decision to close an office for the day or to delay its opening by 0600.
- D. If the President, the Office of Personnel Management, or other appropriate authority declares a natural disaster area, employees who are faced with a personal emergency caused

by that natural disaster may be eligible for a reasonable amount of administrative leave, based on the facts and circumstances of the personal emergency. An employee requesting administrative leave under this Section may be required to provide an explanation and / or documentation in support of his/her claim.

#### Section 4.0 Absence without Leave (AWOL)

When the Agency charges an employee AWOL, the Agency will notify the employee by email. The notification will be issued to the employee as soon as possible but no later than the end of the pay period for which the AWOL is recorded. Such notice will include the reason(s) for charging AWOL and include the date(s) and time period(s) in question. AWOL will be changed to appropriate leave if it is later determined that the absence was excusable.

#### Section 5.0 Religious Leave Procedures

- A. An employee whose personal religious beliefs require that he/she abstain from work at certain times of the workday or workweek must be permitted to work compensatory hours so that the employee can meet the religious obligation, unless it would cause undue hardship on the Agency's mission. Disapproval of an employee's request to work compensatory hours for religious observances will generally be given to the employee, in writing, within two workdays of the request. An employee may work religious compensatory hours during the six pay periods before or after the granting of religious compensatory time off. Employees are expected to coordinate their work schedules closely with their supervisors to ensure that the six-pay period limit is met.
- B. If the employee maintains a negative balance of advanced religious compensatory hours after the six pay periods in which the religious compensatory hours were used, the employee will be charged annual leave for that negative balance. If the employee does not have annual leave, the employee will be charged leave without pay (LWOP). The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay).

#### Section 6.0 Out-of-Office Status

Supervisors may require employees to document their out of office status in the Agency's Personnel Attendance Locator (PAL) system or by other means.

## ARTICLE 15

### PART-TIME EMPLOYMENT

#### Section 1.0 Purpose and Scope

This Article establishes the policy, responsibilities and procedures for establishing and maintaining a program to provide career part-time employment opportunities.

#### Section 2.0 Policy

- A. These procedures are applicable to part-time employees. Approvals of requests for part-time work schedules are subject to applicable Government-wide regulations, law and mission/workload requirements. Work schedule changes are not a specific employee entitlement and management has the right to approve or disapprove requests for changes from full-time to part-time or from part-time to full-time.
- B. When more than one employee applies for a part-time work schedule either temporary or permanent, within a permanent duty station (PDS) at the same time and management cannot accommodate all of the requests, then the employee(s) with the most seniority, as determined by service computation date will be selected.
- C. The Agency may bypass the above seniority requirements for certain situations such as:
  - 1. Medical emergency;
  - 2. Handicap conditions; or,
  - 3. Reasonable accommodations.
- D. The tour of duty of a part-time employee may be changed to meet workload requirements, such as audit work, details, attendance at training, etc., but this should normally not exceed two (2) consecutive pay periods. Part-time employees whose schedule is being changed will be notified at least one pay period in advance.
- E. No position occupied by a full-time permanent employee will be abolished in order to make the duties of the position available to be performed on a part-time career employment basis. This does not preclude permitting a full-time employee to voluntarily change to a part-time schedule.
- F. Full-time permanent employees may not be required to accept a part-time position as a condition of continued employment. This does not preclude offering a part-time vacancy to a full-time employee in lieu of separation during a reduction-in-force.

- G. A conversion to a part-time schedule is a management decision based on mission and workload considerations at the time. Likewise, conversion of a career part-time employee to a requested full-time status is not automatic and shall be a management decision based upon position authorization and location of position, among other mission factors at that time.
- H. Management will first consider a career part-time employee's request to a full-time permanent position prior to hiring a new employee for that position.
- I. Career part-time and temporary part-time employees will be subject to temporary assignments, like career full-time employees, where management deems a part-time need exists to support workload requirements.

### Section 3.0 Definitions

#### A. Temporary Part-Time Work Schedule

1. A part-time work schedule is temporary when an employee requests and receives approval to change to a part-time work schedule for personal, family or medical reasons. The employee will return to the full-time work schedule on or before the Not-To-Exceed (NTE) date.
2. An employee on a temporary part-time work schedule will remain in the same competitive level as a full-time employee for reduction-in-force purposes.
3. At the end of the temporary period, the employee will return to a full-time work schedule or apply for a permanent part-time work schedule.
4. In order to maintain the integrity of the program, the temporary part-time schedule is limited to 3 months. The employee may request an additional three months, subject to management approval. However, the temporary part-time work schedule is limited to six months in any calendar year. The temporary period does not have to be consecutive.
5. If the employee desires to extend the temporary part-time work schedule beyond the 6 month time limit in any one calendar year, the employee will have to apply for a permanent part-time work schedule.

#### B. Permanent Part-Time Schedule

1. A permanent part-time work schedule is a part-time work schedule with no time limitation.
2. An employee on a permanent part-time work schedule will be placed in a competitive

level separate from full-time employees for reduction-in-force purposes.

## Section 4.0 Responsibilities and Procedures

### Section 4.1 Employee

- A. Employees requesting a change in work schedule from full-time to part-time will submit a written request through the supervisor to the authorizing official. This request will include:
  - 1. The reason for the change in work schedule. (Documentation may be requested if for medical reasons.)
  - 2. The identification of the part-time work schedule requested as either or temporary or permanent.
  - 3. The identification of the hours and days to be worked each week. Hours worked by part-time employees shall be no less than 16 hours nor greater than 32 hours per week.
  - 4. If the request is for temporary part-time, then identify the time period when the temporary part-time will end.
- B. Employees on a part-time work schedule who want to change the hours worked will submit a request in writing through the supervisor to the authorizing official/FAO Manager.
- C. At any time before the completion of the temporary period, the employee may submit a request for approval of a permanent part-time work schedule. At the completion of the temporary period, not-to-exceed a six (6) month period, the employee must choose to either return to a full-time work schedule or submit a request for approval of a permanent part-time work schedule.

### Section 4.2 FAO Manager

- A. The FAO manager will review the request for a change in work schedule to ensure that the request is complete and contains all of the above information.
- B. A written response will be provided to the employee normally within thirty (30) days. Decisions on requests involving urgent matters will be expedited. If the request is approved, the FAO manager will submit a Request for Personnel Action, SF 52, along with the employee's written request.
- C. Upon return from temporary part-time to full-time status, the FAO manager will submit a Request for Personnel Action, SF 52, to RCP for processing.
- D. FAO managers will ensure that employees are notified when workload requires an adjustment to the employee's hours/schedule. This notification will be submitted in writing

in advance of the effective pay period in which the change will occur.

- E. A Request for Personnel Action, SF 52, will be submitted to RCP if a change in hours worked or work schedule occurs and it exceeds or is expected to exceed 2 pay periods.
- F. Ensure that program participants certify receipt of a current copy of DCAA Instruction 1400.9, Part-Time Career Employment Policy, upon entry to a part-time position or a change in part-time schedule.

## Section 5.0 Effects of Converting To Regularly Scheduled Part-Time Work From Full-Time Work for Permanent Employees

### Section 5.1 Tenure

There is no effect regarding the protection against removal during or after a probationary period. The probationary period and conversion from career-conditional to career status are computed on the basis of calendar time, the same as full-time employment. The employee's service computation date is undisturbed by part-time work. Since part-time employment constitutes a separate competitive level from full-time employment, the part-time employee would compete only with other part-time employees during a reduction-in-force.

### Section 5.2 Earnings

The rate of pay is proportionate to the time scheduled to work. Waiting periods for within-grade increases or eligibility for promotion are based on calendar weeks of creditable service.

### Section 5.3 Crediting Experience for Promotion

Part-time experience is credited on a pro-rata basis according to the relation it bears to a full workweek.

### Section 5.4 Leave

- A. Employees earn annual and sick leave on a prorated basis depending on the number of hours worked per pay period. Employees with less than 3 years of service earn 1 hour of annual leave for each 20 hours in a pay status. With 3 but less than 15 years of service, employees earn 1 hour of annual leave for each 13 hours in a pay status, and with 15 or more years of service annual leave is earned at the rate of 1 hour for each 10 hours in a pay status. Maximum carry-over at the end of a leave year remains the same.
- B. Regardless of length of service, all part-time employees earn 1 hour of sick leave for every 20 hours in pay status.
- C. Part-time employees are eligible for other types of leave, (e.g., absence without leave, leave without pay, court leave, excused absence, etc.), on the same basis as full-time employees.

- D. Eligible part-time employees accrue military leave prorated on the basis of their tour of duty.
- E. For all categories of leave to which part-time employees are eligible, leave is charged only for absences during those hours the employee is scheduled to work.

#### Section 5.5 Holidays

Holiday pay is received only if, the employee is regularly scheduled to work on that day and only for those hours the employee is regularly scheduled to work. Part time employees are not entitled to a holiday which falls on a day they are not normally scheduled to work.

#### Section 5.6 Health Insurance Coverage

The Agency's contribution will decrease on a pro-rata basis. The part-time employee's contribution, therefore, will increase. For example, if the part-time employee works 20 hours per week, the Agency contribution will be half that for a full-time employee.

#### Section 5.7 Retirement Date Eligibility

Service for retirement is counted by calendar days of employment, without regard to part-time or full-time status. Therefore, each year of part-time service counts as one year full year toward the length of service requirement.

#### Section 5.8 Retirement Annuity

- A. For employees covered by the Civil Service Retirement System (CSRS), annuity computations are based on the highest average basic pay received during any 3 consecutive years during the employee's Federal service. For part-time employees, basic pay is the pay that the employee receives for part-time work. Therefore, if years of part-time service are among the employee's high-three salary years, the employee's annuity will be affected to the extent earnings were limited in those years.
- B. For employees covered by the Federal Employees' Retirement System (FERS), annuity computations for employees with part-time service after December 31, 1986 are based on the highest average annual basic pay payable during any 3 consecutive years prorated according to the part-time schedule.

#### Section 5.9 Returning to Full-Time Duty

- A. Part-time employees will need to submit a request if they desire to return to full-time status.
- B. Temporary Part-Time: Employees on "temporary" part-time work schedule, may return to full-time employment at any time prior to the not to exceed date.

- C. Permanent Part-Time: Employees on a “permanent” part-time work schedule may request to return to full-time status at any time, however, return to full-time position is subject to management approval.

#### Section 5.10 Temporary Change to Other Than Part-Time Schedule

Tours of duty of a part-time employee may be changed to meet workload requirements. This could include such things as audit work, details, attendance at training, etc., but this should normally not exceed 2 consecutive pay periods. Employees will be notified in advance of the affected pay periods.

#### Section 5.11 Flexible Work Schedule

Part-time employees may work a flexible work schedule when approved by the supervisor.

#### Section 5.12 Continuing Professional Education Requirement

All auditors are required to meet the “80 hours in 2 years” continuing educational requirement.

#### Section 5.13 Earning of Credit Hours

Part-time employees may earn credit hours on a pro rata basis. A part-time employee may accumulate and carry over from one pay period to another, the sum of one-fourth of his/her bi-weekly basic work requirement.

#### Section 5.14 Effect of Part-Time Positions During A RIF

- A. Temporary Part-Time: Part-time work schedule is considered to be "temporary", as such a temporary part-time employee will be treated as a full-time employee for RIF purposes. Prior to implementation of a RIF, temporary part-time employees would be returned to full-time status.
- B. Permanent Part-Time: Since part-time employment constitutes a separate competitive level from full-time employment, permanent part-time employees would compete only with other part-time employees during a Reduction-in-Force.

## ARTICLE 16

### TELEWORK

#### Section 1.0 General

- A. Telework is a voluntary, flexible work arrangement where an employee performs assigned official duties during any part of regular, credit, compensatory, or overtime hours at an approved alternate duty station (ADS).
- B. Telework is a privilege, not a right. Employees do not own a specific day(s) for telework. Supervisors may only authorize telework as situationally appropriate.
- C. The Agency has not set an Agency-wide limitation on telework. However, the decision to approve or disapprove telework, including the number of days an employee may telework, remains with the supervisor. The number of days an employee may telework is based on considerations, including but not limited to:
  - 1. Whether the employee has sufficient portable work that can be performed at the alternate duty station; and
  - 2. Mission requirements such as presence in the office, meetings, training, employee development, auditing through teaming, and staff coverage.
- D. Approved telework is subject to change based on unforeseen circumstances.
- E. While teleworking, employees may be required to report to their permanent duty station. Reasonable advance notice will be provided.
- F. The supervisor and the employee must have an understanding of the portable work expected to be accomplished while the employee is teleworking.
- G. While teleworking, employees are subject to the same workday requirements as they would be if they were performing work at the permanent duty station. Employees will continue to be covered by all provisions of Article 12, Hours of Work and Flexible Work Schedules, Article 14, Leave, and Article 13, Overtime, of this Agreement. The employee will not work in excess of the prescheduled tour of duty (e.g., overtime, compensatory, or credit hours) unless he/she receives supervisory approval.
- H. Employees may work part of the day at the approved ADS and part of the day at the permanent duty station to accommodate personal commitments (e.g., to attend medical appointments located near the employee's ADS; when maintenance/repairs are being performed at their house, etc.).

## Section 2.0 Probationary/Trial Period Employees

Employees in a probationary/trial period may be restricted in participating in the Telework Program. They may participate in telework subject to supervisory approval on a case-by-case basis.

## Section 3.0 Telework Procedures

### Section 3.1 Telework Agreement

- A. All employees who wish to telework, including current teleworkers, are required to complete the DD Form 2946, Telework Agreement, and check “Situational” in the Telework Arrangement field (box 11). The approved agreement is generally valid for two years.
- B. If an employee is assigned to a new supervisor, the employee must submit a new Telework Agreement.
- C. Telework expectations and requirements should be discussed when a new or revised Telework agreement is signed. Continuous communication between the employee and the supervisor regarding expectations and requirements are critical to the success of the telework program.
- D. Employees who are requesting telework will discuss with their supervisor the office procedures for reporting to duty, for measuring and reviewing work, time and attendance, procedures for maintaining office communications, safety, technology, equipment requirements and performance expectations.

### Section 3.2 Telework Requests

Unless otherwise agreed to by the supervisor, employees are required to use the Agency’s telework request system (currently the DCAA Web Application Portal or DWAP) to submit telework requests on a bi-weekly basis. Telework requests will be processed as follows:

- A. Auditors are required to enter the appropriate assignment number(s) and a general description of the portable work expected to be accomplished on the Telework Request Form under “Specific Work to be Accomplished”. Other bargaining unit employees must enter a general description of the portable work expected to be accomplished.
- B. An email will be sent to the supervisor regarding the employee’s request for telework. The supervisor will either approve or disapprove the request.
- C. When approved by the supervisor, the employee will receive an email from the supervisor approving the telework request.

- D. If disapproved by the supervisor, the employee will receive an email from the supervisor disapproving the telework request; including the reason(s) for the denial.

### Section 3.3 Communication

- A. Employees are required to monitor their emails and voicemails during the day when they are teleworking. While working at an ADS, employees must be reachable during their scheduled work hours. Employees may forward, if available, their calls from their permanent duty station telephone to their home or cell phone.
- B. Employees will promptly inform supervisors whenever any problems arise at the ADS, including, but not limited to, equipment failure, power outages, or telecommunications difficulties. In such cases, if the employee has work that lends itself to completion without connectivity, the employee may continue to telework, with supervisory approval, or the employee may request leave or report to the permanent duty station.

### Section 4.0 Telework Agreement Cancellation

#### Section 4.1 Voluntary Cancellation

If an employee voluntarily cancels his/her telework agreement, an employee may not request to reinstate telework privileges prior to nine months from the date cancelled, unless otherwise approved by the supervisor.

#### Section 4.2 Involuntary Cancellation

- A. The supervisor may terminate the Telework Agreement with reasonable notice to the employee. The basis of the cancellation will be recorded in Section IV (Notice of Telework Arrangement Cancellation) of the Telework Agreement.
- B. Supervisors will make an effort to counsel employees about specific problems before cancelling an employee's participation in the Telework Program. Discussions should be documented in writing and provided to the employee. Telework agreements should not be terminated without a valid reason (i.e., performance or conduct) which should be discussed with the employee and documented in Section IV of the Telework agreement. Unless otherwise indicated, the employee may reapply for participation in the Telework Program 90 days after the basis for the cancellation has been corrected.

### Section 5.0 Inclement Weather/Emergency Situations

Office closings, late openings or early dismissals related to inclement weather or emergencies shall be governed by the requirements in Article 14, Leave, of this Agreement.

## Section 6.0 Employee Responsibilities

A. Employees participating in the Telework Program will be required to:

1. Utilize any government owned/leased equipment for official purposes only;
2. Safeguard government owned/leased equipment as currently required at their permanent duty station;
3. Continue to comply with Agency policies while working at the ADS; and,
4. Access the Agency's Virtual Private Network (VPN) using their Government computer via their personal internet service.

B. The employee will be responsible for home maintenance, or any other incidental costs (e.g., electricity) associated with the use of the ADS. The Agency will be responsible for the maintenance and repair of government owned/leased equipment (e.g., computer). The employee does not relinquish any entitlement to reimbursement for appropriately authorized (in advance, if appropriate) expenses incurred while conducting business for the Agency as provided for by law and regulations.

## Section 7.0 Office Coverage

Office coverage requirements will be determined by the supervisor. Minimum office coverage requirements may include the number of employees, grade level of employees, and qualifications of employees needed. If several employees request telework on the same day(s) and there is insufficient office coverage, volunteers will be requested to ensure coverage. If there are insufficient volunteers, selections will be made by the supervisor using least senior Service Computation Date for leave.

## Section 8.0 Disputes

Employees may dispute any denial of telework, the reasons given for any denial, and termination of an existing Telework Agreement. Bargaining unit employees may file a grievance in accordance with Article 31, Negotiated Grievance Procedure, of this Agreement.

## Section 9.0 Classified Information

Employees are prohibited from taking classified documents (hard copy or electronic) to their homes or ADS. Similarly, company records (and copies thereof) should not be removed from contractor sites except where copies are needed for workpaper documentation. Employees should ensure that they comply with 18 U.S.C. 1905 when handling contractor proprietary data, and follow Agency policy for the protection of PII at all times.

## Section 10.0 Insurance

The employee is covered under the Federal Employee's Compensation Act (FECA) if injured in the course of performing official duties at the ADS. An employee will notify his/her supervisor as soon as reasonably possible of any accident or injury that occurs at the ADS and complete appropriate FECA forms.

## Section 11.0 Performance Management

- A. Teleworkers and non-teleworkers shall be treated the same for the purpose of work requirements, periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing-in-grade, retaining and removal, etc.
- B. Performance standards for employees who telework are the same as performance standards for those employees who do not telework.

## Section 12.0 Supervisory Visit to the ADS

The supervisor may inspect the ADS if there is reason to suspect that safety standards are not being met and/or Government Furnished Equipment is not being properly maintained. The inspection will be limited to the specific area used as the workspace at the ADS. The inspection will be by appointment only during the employee's normal working hours, provided the employee is given at least 24 hours notice (oral or written). The employee may arrange for a Union representative to accompany the supervisor during the inspection.

## ARTICLE 17

### MERIT AND CAREER LADDER PROMOTION

#### Section 1.0 General

In addition to applicable laws, rules, regulations, and Agency policy, this Article establishes procedures for merit and career ladder promotions within the Agency.

#### Section 2.0 Definitions

- A. Merit Promotion: The system of appointing and promoting civil service personnel on the basis of merit rather than political affiliation or loyalty.
- B. Eligibility: An employee's overall performance has been rated at the fully successful or higher level (or equivalent rating), after completing time in grade requirements, if applicable.

#### Section 3.0 Merit Promotion

##### Section 3.1 Vacancy Announcements

- A. All job announcements will be listed through USAJOBS.
- B. Job announcements will normally be posted for at least 14 calendar days.

##### Section 3.2 Actions Covered By Merit Promotion Procedures

Competitive procedures will apply to covered personnel actions in 5 CFR 335.103(c).

##### Section 3.3 Temporary Promotions

Temporary promotions for qualified and eligible bargaining unit employees will take effect on the day that an employee is assigned to perform the duties of a higher-graded job.

##### Section 3.4 Priority Consideration

- A. Priority consideration is the consideration for non-competitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of a procedural, regulatory or program violation. Normally, employees will receive priority consideration for each instance of improper consideration. Priority consideration does not give the employee a right or guarantee to be selected for any vacancy.
- B. If selected on the basis of priority consideration, the employee is promoted or reassigned

non-competitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the priority consideration.

### Section 3.5 Basic Qualifications Determinations

- A. To be eligible for promotion or placement, within 30 days after the closing date of the announcement, candidates shall meet the minimum qualification standards prescribed or approved by OPM. Ineligible applicants shall be notified of the determination of ineligibility.
- B. Assessment criteria used to evaluate candidates must be fair, job-related, and applied equitably. Assessment criteria may not be modified after the promotion process is underway. If the assessment criteria must be modified, the promotion process will be cancelled and applicants notified.

### Section 3.6 Selection Procedures

- A. The selecting official has the right to select or not select any candidate(s) referred. The selection shall be based solely on job-related criteria.
- B. When requested by the Union, a written rationale of the selection(s) or decision not to fill the vacancy will be provided.

### Section 3.7 Release and Notification of Applicants

Normally, for promotions, an employee will be released no later than one complete pay period following the selection. Normally, for reassignments, when local workforce and program conditions permit, an employee will be released no later than two complete pay periods following the selection. When an employee is nearing the end of a waiting period for a within-grade increase, consideration should be given when releasing the employee so the promotion would benefit the employee.

### Section 3.8 Employee Information

Upon request, an employee will be provided the following information for each vacancy applied for:

1. The name of the employee selected for the vacancy;
2. Reason employee was not selected;
3. Which areas, if any, the employee can improve to increase his/her chances for future selection to the position in question.

#### Section 4.0 Career Ladder Promotions

- A. Employees are not entitled to an automatic career promotion at any given point. An assessment should be made of the individual's progression at each grade level until the employee reaches the full performance level. This assessment should be discussed with the employee periodically, and in conjunction with the annual performance appraisal.
- B. Progress reviews and the annual performance appraisal discussion should also include comments on the promotion readiness of the employee with examples of specific short-falls or suggested improvements as appropriate. Employees are encouraged to meet with their supervisors at any time to discuss the status of their career progression.
- C. Promotions of employees to the full performance level are only made when an employee has demonstrated the ability to perform full performance level assignments in a "fully successful" manner. Supervisors should periodically discuss the employee's rate of progress for advancement to the next grade level and explain the difference between the current and subsequent grade's performance requirements especially with regard to the nature and extent of supervision received.
- D. The employee will be provided with a written notice at least 60 days prior to the earliest date of promotion eligibility, if he/she is not meeting the criteria for promotion. The written notice will state what the employee needs to do to meet the promotion criteria. The notice should include areas needing improvement, counseling, and training. Employees are encouraged to initiate additional discussions with their supervisor regarding their promotion readiness. To the fullest extent practicable, the employee will be given the opportunity to perform at the full performance level. Failure to provide written notice as stated in this paragraph will not be a basis for the employee's promotion.
- E. At the time the employee becomes eligible for promotion, the Agency will decide whether or not to promote the employee. The promotion will be effective at the beginning of the first pay period after the promotion is approved.
- F. If an employee accepts a lateral reassignment or downgrade in order to join the Agency, promotion may occur at any time the employee is eligible and the Agency believes the employee is capable of performing full performance level assignments.
- G. The Agency recognizes the benefit to assign work to each eligible employee so that each employee's non-competitive career ladder promotion can occur as quickly as possible while complying with time-in-grade requirements. Work should be assigned fairly and equitably.

#### Section 5.0 Delayed Promotions

- A. The Agency will track employee promotion eligibility dates to ensure timely promotions of eligible candidates. The Agency will take action to address the cause(s) of the delay(s).

- B. The Agency will provide to the President, AFGE Local 524, a report regarding bargaining unit employees who were delayed for non-competitive promotions on a quarterly basis.
- C. If an employee has completed time-in-grade and qualifications requirements, and the supervisor has not initiated a promotion action, the employee may request a determination. The supervisor will normally inform the employee within one pay-period from the date of the request, of the action the supervisor intends to take.

## ARTICLE 18

### REDUCTION-IN-FORCE, FURLOUGH, REORGANIZATION, AND TRANSFER OF FUNCTION

#### Section 1.0 General

##### Section 1.1

The Agency agrees to comply with Department of Defense rules and regulations, and the provisions of this Article, when conducting a Reduction-In-Force (RIF), Furlough, Reorganization, or Transfer of Function.

##### Section 1.2

The Union may initiate negotiations when a RIF, Furlough, Reorganization, or Transfer of Function is announced.

#### Section 2.0 Reduction-In-Force Information to be Provided to the Union

##### Section 2.1

The Agency will notify the Union of any pending RIF 60 days prior to the notification to the affected employees. The notice will be in writing. If a shorter notice period has been authorized by OPM, then the Agency will notify the Union at least 30 days prior to the Agency's notification to the affected employees. The provided information will include but not be limited to:

1. The specific reasons why the Agency considers a RIF to be necessary;
2. The competitive area in which the RIF will be conducted;
3. The competitive levels and sub groups to be affected;
4. The types, total number of positions affected and work location of employees involved;
5. The proposed effective date;
6. All actions considered to mitigate the number of reductions; and,
7. The place where employees may review the regulations and records pertinent to their personnel action.

## Section 2.2

The Union will be provided an opportunity to review the retention registers at the time the RIF notices are issued. The Union will also receive any updates to the retention registers when revisions are made as a result of placements and revised dates, and listings of job offers made and declined.

## ARTICLE 19

### INVOLUNTARY DOWNGRADES

#### Section 1.0

#### Section 1.1

An employee whose position is classified to a lower grade based on a position classification decision is entitled to a written notice from the Agency. This notice will be issued to affected employees within 10 calendar days of the decision. The notice will explain:

1. The reasons for the classification action;
2. The employee's right to appeal the classification decision to the Agency;
3. The time limits within which the employee's appeal must be filed in order to preserve any retroactive benefits under 5 CFR 511.703; and
4. Any other appeal or grievance rights available under applicable law, rule, regulation, or this Agreement.

#### Section 1.2

Employees who are downgraded as a result of a classification action shall be given priority consideration for re-promotion, and may be eligible for retained grade or pay in accordance with Article 17, Merit and Career Ladder Promotion, of this Agreement.

#### Section 1.3

The impact of an involuntary downgrade of employees on standard position descriptions will be negotiated with the Union, in accordance with Article 47, Mid-Term Negotiations, of this Agreement.

## ARTICLE 20

### DETAILS AND REASSIGNMENTS

#### Section 1.0 Definitions

Employee changes in assignment and/or position are a normal part of Agency operations. Changes in assignment or position may be voluntary or management-directed. These changes will not be executed in an arbitrary or capricious manner.

- A. Details are temporary changes in assignment and/or position for a specified period, with the employee returning to his/her regular duties at the end of the detail. The employee continues to be the incumbent of the position from which he/she is detailed.
- B. Employee Initiated Reassignment Requests (EIRR) are voluntary requests for permanent reassignment to a different Field Audit Office, geographic location, and/or position other than the requesting employee's current location.
- C. Rotation is the permanent reassignment of an employee to another position for purposes of professional development and/or mission accomplishment in accordance with the Agency's Auditor Rotation Policy.

#### Section 2.0 Voluntary Details and Reassignments

- A. The Agency may solicit volunteers for details and reassignments outside of an employee's assigned FAO. The Agency and the Union encourage use of the volunteer solicitation process when appropriate. The process for soliciting volunteers is:
  - 1. The Agency will determine the selection criteria, including the duties and qualifications required for the assignment, and the area of consideration for volunteers.
  - 2. The Agency will solicit volunteers electronically. The solicitation will normally remain open for a minimum of 14 calendar days.
  - 3. The Agency will generally select the most senior qualified volunteer(s). Seniority will be determined by the Service Computation Date (SCD) for Leave. Should the most senior qualified volunteer(s) not be selected, the Agency will provide the reason for the non-selection(s) to the Union.
  - 4. If an insufficient number of qualified volunteers apply, the Agency will use inverse seniority to select from among qualified employees within the area of consideration.
- B. Based on mission requirements, an employee will normally be given written notification at least ten (10) workdays in advance of the start of a voluntary detail or reassignment.

- C. The Agency will provide documentation on the selection process (e.g., SCD list, the list of volunteers, etc.) to the National Union President, if requested.

### Section 3.0 Management-Directed Details and Reassignments

- A. As part of management's right to assign work, the Agency may detail or reassign employees in lieu of soliciting volunteers, based on mission requirements or an employee's particular knowledge or skill set.
- B. Employee details and reassignments within an FAO are not subject to Section 2.0 of this Article.
- C. Rotations pursuant to the Agency's Rotation Policy are not subject to Section 2.0 of this Article. The Agency will, at its discretion, determine the appropriate rotation periods for each position covered by the Agency's Rotation Policy.
- D. The Agency will generally not direct the detail or reassignment of the same employee more than once during a 12-month period.
- E. Employees affected by a management-directed reassignment which requires change in duty station shall be entitled to relocation expenses in accordance with applicable law, rule, regulations, and this Agreement.
- F. The Union will normally be given advance written notice, at least ten (10) workdays, before detailing or reassigning a Union representative involuntarily.

### Section 4.0 Employee Initiated Reassignment Requests (EIRR)

Employees may voluntarily submit an EIRR at any time. All such requests are subject to management's right to assign work. The Agency will consider such requests and a good faith effort will be made to balance the needs of the employee with the Agency's mission.

## ARTICLE 21

### TEMPORARY DUTY (TDY)

#### Section 1.0 Definitions

- A. Short Term TDY is a temporary assignment to an area inside or outside the employee's normal commuting area for 31 days or less within the Continental United States (CONUS), Alaska, and Hawaii. For purposes of this Article, Short Term TDY is for addressing staffing/workload imbalances and is not for routine assignment of work.
- B. Extended TDY is a temporary assignment to an area outside the employee's normal commuting area for more than 31 days within the CONUS, Alaska, and Hawaii.

#### Section 1.1 Necessity for TDY

The Agency will determine locations needing TDY and those locations that will provide the TDY support. When such TDY support is needed, the Agency will first consider employees from over-strength locations.

#### Section 1.2 Soliciting Volunteers

- A. Volunteers will be solicited from the location(s) supplying the TDY assistance.
- B. Soliciting volunteers may include one or a combination of the following: 1) seeking volunteers throughout the Field Audit Office(s) (FAOs) that has the temporary assignment(s); 2) seeking volunteers from one or more FAOs where the Agency determines that staffing exceeds current workload; or 3) seeking volunteers throughout the Region/Corporate Audit Directorate or Agency.
- C. The solicitation will include:
  - 1. A list of all FAOs needing TDY support; and,
  - 2. The number of positions needed (including grade if applicable).

#### Section 1.3 Selection and Notifications

- A. Selections, to the maximum extent possible, will be made from qualified volunteers based on seniority. Upon request, the Agency will provide the National Union President with the workload needs and the rationale for the required grade level(s) of the volunteers.
- B. If the number of volunteers is less than the number of employees needed, then the least senior, qualified employee will be involuntarily selected from the FAOs solicited.

- C. There may be circumstances where an employee may be assigned TDY based on an employee's particular knowledge or skill in lieu of selecting an employee based on seniority.
- D. Seniority will be determined by service computation date (SCD) for leave as indicated on the employee's Standard Form 50.
- E. The Agency will provide notification to the employee(s) selected for TDY as soon as possible, but generally not less than seven calendar days before the start of the TDY assignment, unless unforeseen mission requirements require less advance notice.
- F. Employees that have returned from TDY will have their name placed on the bottom of the list of qualified employees for TDY. The next least senior qualified employee by SCD will be selected for TDY if no volunteer(s) are available for TDY. This process will continue until TDY is no longer needed.

#### Section 1.4 General Considerations

- A. Routine childcare, part-time schedules, and telework arrangements are not considered reasons to exempt or defer an employee from performing TDY. Should an employee's scheduled leave interfere with the TDY, the Agency should attempt to resolve the matter satisfactorily.
- B. Normally, an employee will not be required to remain at the TDY site longer than necessary to complete the assignment(s). Employees may be recalled to the TDY site if management determines additional work is necessary to complete the assignment(s).
- C. Employees may maintain their regular hours of work while on TDY to the extent that the schedule is practical and consistent with mission requirements.
- D. In the case of an emergency, an employee shall, at the earliest practical time, contact his/her supervisor of record or TDY supervisor or manager to explain the circumstance(s) and acquire any necessary approval(s) to amend his/her travel orders
- E. Performance appraisals of employees on TDY will be in accordance with Article 23, Performance Management System, of this Agreement.
- F. Managers at the TDY work site are encouraged to be mindful of recognizing contributing employees in the awards process.
- G. Employees will return to their Permanent Duty Station after completion of the TDY.

## Section 1.5 Deferrals from Temporary Duty

TDY may be deferred for appropriate reasons, such as continuity of assignment or hardship. As soon as possible, but generally within five calendar days of when the employee receives the notification of the TDY, the employee may request a hardship deferral from the Agency. The request must be in writing and include specific reasons and any pertinent documentation to establish the basis for the deferral. The Agency shall issue a decision to the employee, in writing, as soon as possible but generally within seven calendar days of receipt of the employee's request for deferral. The National Union President may request a report of approved requests for deferral, which will contain the following information: 1) name of employee; 2) grade of employee; 3) FAO assigned; and 4) reason for deferral.

## **ARTICLE 22**

### **TRAVEL**

#### Section 1.0 General

#### Section 1.1 Mission-Related Travel

The Agency's mission may require bargaining unit employees to travel officially. Employees required to travel in the course of performing assigned duties will receive the allowances provided by applicable law, rule, regulations and this Agreement.

#### Section 1.2 Changes to Travel Regulations and Policy

References in this Article to law, rule, regulation and Agency policy (i.e., internet links) do not constitute a waiver of bargaining rights permitted under 5 U.S.C. Chapter 71. DCAA Instruction 5000.18, Travel and Transportation Policies and Procedures, details the Agency's travel policy.

#### Section 1.3 Travel Orders

Employees will create travel orders using the Agency's automated travel system. Time spent by employees on the automated system, including training and resolution of operational issues, will be charged to an appropriate indirect time code.

#### Section 2.0 Government Travel Charge Card (GTCC)

Employees are required to use the GTCC for all official business travel expenses, unless exempt based on Policy. The Agency monitors use of the GTCC and any use of the card for unauthorized purposes could subject the employee to disciplinary action.

#### Section 3.0 Scheduling Travel

#### Section 3.1 Travel during Normal Working Hours

Travel should normally be scheduled during normal working hours. Travel outside normal working hours is addressed in Article 13, Overtime, Compensatory Time Off, and Compensatory Time Off for Travel.

#### Section 3.2 Alternative Arrangements

Employees experiencing unforeseen delays, not caused by the employee, at airline terminals, train stations, or other transportation terminals, should contact the travel agent and make other travel arrangements.

#### Section 4.0 Temporary Lodging

Employees must make lodging reservations through the Agency's automated travel system. Lodging reservations, including exceptions, must be in accordance with applicable policy.

#### Section 5.0 Travel Claim Filing Deadlines

- A. TDY reimbursement claims should be submitted as soon as possible upon completion of the travel assignment. Claims should be submitted no later than five (5) work days after completion of travel. When TDY extends beyond thirty (30) calendar days, claims should be submitted every thirty (30) calendar days and upon completion of TDY.
- B. Local travel claims should be submitted monthly.

## ARTICLE 23

### PERFORMANCE MANAGEMENT

#### Section 1.0 General

- A. This Article incorporates the DoD Instruction (DoDI) 1400.25, Volume 431, DoD Civilian Personnel Management System, Performance Management and Appraisal System, as supplemented below, and establishes the policy and procedures for the DCAA Performance Management Program.
- B. The Agency and the Union are committed to providing quality public service. Accomplishment of the Agency mission should be achieved in an environment that recognizes the value of its employees and the importance of teamwork.
- C. Terms used in this Article that relate to the Performance Management Program, such as “appraisal,” “critical element,” or “performance rating” will, to the extent applicable, have the same meaning as in the DoDI and government-wide regulation.

#### Section 2.0 Communication

Communication is a continuous and essential process in the management of performance. It is a shared responsibility between the supervisor and employee.

#### Section 3.0 Appraisal Cycle

The appraisal cycle for employees covered by the DoD Performance Management and Appraisal Program is April 1 through March 31 of each calendar year.

#### Section 4.0 Distribution of Ratings

The Agency will not prescribe a distribution of levels of ratings for employees. Each employee’s performance will be judged solely against his/her performance standards.

#### Section 5.0 Performance Standards

- A. DoDI Section 3.3.c. Performance standards will include specific, measureable, achievable, relevant, and timely (SMART) criteria whenever possible.
- B. DoDI Section 3.3.d(1). All critical elements to be used for performance appraisals will be directly related to the employee’s assigned Position Description that the supervisor or other appropriate management official has reviewed, determined to be complete and accurate for the duties assigned to the employee.

- C. Communication is essential between the supervisor and employee to ensure employee input and a common understanding of performance elements, standards and expectations. Input into development of 2017 uniform performance plans for bargaining unit employees will be provided by the Union.

#### Section 6.0 Performance Discussions

- A. DoDI Section 3.2.e. Supervisors will hold a minimum of four formal discussions during the appraisal cycle to include: the initial performance plan meeting, two progress review discussions, one of which will focus on employee developmental needs based on demonstrated performance, and the final performance appraisal discussion. Normally, the second progress review discussion should take place 90-120 days prior to the end of the appraisal cycle. Employees may request additional performance discussions at any time throughout the rating period.
- B. DoDI Section 3.4.b. Performance discussions will normally be one-on-one discussions between the supervisor and employee. If more than one management official will participate in the performance discussion, the employee will be notified in advance.
- C. DoDI Section 3.9.a. In order to address any performance deficiencies early, the supervisor is highly encouraged to initiate additional performance meetings with the employee whenever a decline in performance is identified.

#### Section 7.0 Evaluation of Work

DoDI Section 3.5. Employees will only be evaluated on work they have had the opportunity to perform. Factors outside the employee's control should be taken into consideration when evaluating performance.

#### Section 8.0 Performance Narratives

DoDI Section 3.5.a(2)(b). Performance narratives are required for each element as a means of recognizing all levels of accomplishments and contributions to mission success.

#### Section 9.0 Ratings of Record

- A. DoDI Section 3.2.c. A rating of record is final when it is signed by the employee's supervisor, in his or her capacity as rating official, and by a higher-level reviewer (HLR). A rating of record finalized before June 1 will be effective June 1.
  - 1. Employee signature is an acknowledgement and does not infer agreement. The employee will have seven (7) days to sign and date the appraisal form and provide written comments if desired.

2. In accordance with Section 3.5(d) of the DoDI, if an employee does not agree with the "final" appraisal, he may file a grievance in accordance with Article 31, Negotiated Grievance Procedure; and
3. Making or not making written comments has no effect on an employee's right to grieve the performance rating under Article 31, Negotiated Grievance Procedure.

B. DoDI Section 3.7. A rating of record may have an impact on various personnel actions including, but not limited to, Within-Grade-Increases (Article 24), Awards (Article 25), Merit and Career Ladder Promotions (Article 17), Training (Article 11), and Reductions-in-Force (Article 18). Ratings will not be used as a disciplinary tool or to foster individual competition.

#### Section 10.0 Higher-Level Review

DoDI Section 3.5.c(3). All ratings of record must be reviewed and approved by a Higher-Level Reviewer.

#### Section 11.0 Performance Improvement Plans

DODI Section 3.9.b. The improvement plan will afford the employee a reasonable opportunity of at least 90 days to improve their performance to an acceptable level. The written notification of unacceptable performance will include the length of the PIP, the areas needing improvement, steps necessary to improve performance, and assistance to be provided. The employee will be provided written determination of the outcome of the PIP.

#### Section 12.0 Records Retention

DoDI Section 3.2.h. The Agency will provide an annual reminder notice to employees that there is a four-year records retention cycle for performance records in the My Performance Tool.

#### Section 13.0 New or Updated Performance Management System

If DOD substantially changes or replaces the department-wide performance management system, the mandated system will replace the current negotiated system, and its associated bargained Articles and Memorandums of Agreement, it will be the performance management system for the Agency. The Union will be notified and have an opportunity to bargain in accordance with Article 47, Mid-Term Negotiations.

## ARTICLE 24

### WITHIN-GRADE INCREASES

#### Section 1.0 General

##### Section 1.1

This Article addresses procedures for granting or denying within-grade increases in accordance with 5 CFR, Part 531, Subpart D.

##### Section 1.2

To be eligible for a within-grade increase, an employee must meet the following requirements:

1. Performance must be at an “acceptable level of competence,” meaning the employee’s most recent rating of record shall be at the “fully successful” level or higher; and
2. Must have served the required waiting period for advancement to the next higher step.

#### Section 2.0 Updated Performance Rating

If an employee's most recent rating of record is below an acceptable level of competence, but the employee’s performance has improved to an acceptable level at the time a within-grade increase is due, the supervisor will provide an updated performance rating.

#### Section 3.0 Negative Determinations

A supervisor should notify an employee of any denial of a within-grade increase as soon as possible after the end of the waiting period.

#### Section 4.0 Reconsideration of a Negative Determination

An employee whose within-grade increase has been denied may request reconsideration of the negative determination within 15 calendar days after receipt of the notice of negative determination.

#### Section 5.0 Appeals

- A. If an employee receives a negative reconsideration, written notice of the negative reconsideration will advise the employee of his/her right to appeal the negative determination to the Merit Systems Protection Board.

- B. An employee appealing a negative determination on the basis of alleged discrimination may appeal either through the negotiated grievance procedure in Article 31 of this Agreement or to the Merit Systems Protection Board, but not both.

#### Section 6.0 Administrative and/or Procedural Errors

If, due solely to an administrative error, a within-grade increase is not granted when due, the effective date of the within-grade increase shall be retroactive to the original due date.

Non-harmful procedural error(s) will not be a basis for granting a within-grade increase or for reversing a negative determination.

## **ARTICLE 25**

### **AWARDS**

#### Section 1.0 Awards

##### Section 1.1 General

An award recognizes and rewards an individual or team achievement that contributes to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Government or is otherwise in the public interest. All awards are granted by the Agency on the basis of merit, and within applicable budget limitations. All awards will be granted in a fair, consistent, and objective manner.

##### Section 1.2 Individuals No Longer Employed by Agency

Individuals no longer employed by the Agency at the time of the award payout will not receive an award.

##### Section 1.3 Award Pools

The amount of all Agency monetary awards will be determined annually. The award amounts will be set when funding becomes available, generally at the beginning of the fiscal year. Limitations on award amounts apply to all awards programs regardless of the source of the underlying authority.

##### Section 1.4 Awards Budget

The Agency must determine in advance how the awards budget will be distributed among its work force. The Agency will notify the Union of those budgets, how the budgets were calculated and the amounts to be allocated.

#### Section 2.0 Performance Awards

##### Section 2.1 Individual Performance Awards

An individual performance award is either a monetary or time off award based on the employee's numerical summary rating of greater than 3.0 for the current performance appraisal period.

##### Section 2.2 Share Calculation

Each critical element will receive a numerical value based on the scale shown below.

Outstanding = 5.0  
Fully Successful = 3.0  
Unacceptable = 1.0

The distribution of individual performance awards will be based on a "Share" system. The total numerical value of the critical elements is averaged to calculate the summary rating. The calculated summary rating will determine the number of shares awarded, as shown below.

3.1 to 3.6 = 1 share  
3.7 to 4.2 = 2 shares  
4.3 to 4.9 = 3 shares  
5.0 = 4 shares

The value of an award share will vary depending on the award pool for each performance period. The value of an individual performance award will be determined by multiplying the number of award shares by the share value, and then multiplying that amount by the employee's base salary.

For those employees who are temporarily promoted for more than 120 days at any time during the performance period, their award will be calculated using the higher base salary. Part-time employees and employees who have not been employed by the Agency for a full performance period will have their award amounts prorated accordingly.

#### Section 2.3 Time-Off Performance Award Calculation

Generally, employees can select the option of a time-off award in lieu of a monetary award. The time-off award is calculated by dividing the value of the monetary award by the employee's base salary, then multiplying that percentage by 2,087 (the number of annual work hours for a full time employee). Part-time employees will have their award amounts prorated accordingly.

#### Section 2.4 Quality Step Increase

A Quality Step Increase (QSI) may be given in accordance with [DoDI 1400.25, Volume 431](#), Section 3.7.c.

A QSI requires the employee to have received an Outstanding rating. The QSI is an increase to base pay recognizing outstanding performance expected to continue and warranting an ongoing increase in pay.

#### Section 2.5 Team or Group Awards

A. The value of the Team or Group Award will be in accordance with applicable policies, procedures and this Article. An employee with one or more critical elements in their annual performance appraisal rated below Fully Successful will not share in the distribution of the award.

- B. A team or group receiving an award determines how it will be divided among its members. Options include, but are not limited to, dividing equally, prorating by a percentage of base pay, or prorating according to team members' contributions to their joint successes. If the team is unable to determine a method of allocation, the official with award approval authority will decide how the award will be allocated.

### Section 3.0 Incentive Awards

#### Section 3.1 Special Act/Superior Accomplishment Award

A Special Act/Superior Accomplishment Award is given in recognition of an act or service in the public interest performed in connection with or related to official employment for a one-time, non-recurring contribution or accomplishment that merits an award.

#### Section 3.2 On-The-Spot Cash Award

An On-The-Spot Cash Award is given in recognition of a special, one-time accomplishment where exceptionally prompt recognition is desirable.

#### Section 4.0 Time-Off Award

The Time-Off Award (TOA) is an alternate means to recognize an employee's accomplishments with other than a monetary award. The award recognizes one-time, non-recurring accomplishments and is intended to increase the quality of work life for all employees. A TOA is time off from duty, without loss of pay or charge to leave. Time off awards must be scheduled and used within one year after the effective date of the award.

## **ARTICLE 26**

### **PERSONNEL RECORDS**

#### Section 1.0 Official Records and Files

##### Section 1.1 Purpose

This Article provides procedures governing administration of employees' official records and files as provided for in Title 5 of the Code of Federal Regulations (CFR), Part 293, Personnel Records.

##### Section 1.2 Collection and Retention of Records

No personnel record may be collected, maintained, or retained except in accordance with law, rule, government-wide regulation and this Agreement.

##### Section 1.3 Maintenance

Personnel records will be maintained in a secure, confidential file and shall be viewed only by employees and officials with a legitimate need to know.

#### Section 2.0 Medical Condition

An employee who wishes consideration of any medical condition shall be given a reasonable amount of time to furnish medical documentation. The medical evidence, other than routine medical excuses, may be provided directly to the Management and Employee Relations Branch.

#### Section 3.0 Examination

Employees and their authorized representatives, designated in writing, have the right during duty time to examine any of their personnel records without a stated reason or justification. Employees and representatives will be granted a reasonable amount of time for this review.

##### Section 3.1 Supplements

Employees and their authorized representatives, designated in writing, have the right to a reasonable amount of duty time to prepare and submit any response or statements they wish to make about information contained in their personnel records. They may also add information or documents that are appropriate, relevant, work-related, and that are not in violation of law or government-wide rules or regulations. If the employee alleges incorrect or omitted information, the Agency will, upon verification, correct the record.

### Section 3.2 Copies

Employees and/or their authorized representatives, designated in writing, have the right to obtain a copy of their personnel record(s).

## **ARTICLE 27**

### **PROBATIONARY AND TRIAL PERIODS**

#### Section 1.0

An employee appointed to a position with the Agency may be required to serve a probationary or trial period consistent with applicable government-wide law, rule, or regulation. The probationary or trial period is the final indispensable test to determine whether an appointee's actual performance, conduct, and suitability characteristics are sufficiently acceptable to warrant a permanent appointment.

#### Section 2.0

Termination may be initiated at any time during the probationary or trial period when it becomes apparent that the appointee lacks fitness for continued employment. Termination will be in accordance with applicable government-wide law, rule, or regulation. Termination during a probationary or trial period is not subject to the Negotiated Grievance Procedure in Article 31, of this Agreement.

#### Section 3.0

Probationary or trial period appointees are covered by the terms of this Agreement. However, nothing in this Agreement shall afford additional procedural protections except as otherwise provided by applicable government-wide law, rule, or regulation.

## ARTICLE 28

### RETIREMENT AND RESIGNATION

#### Section 1.0 Retirement Planning

The Agency will allow employees to attend one Government-sponsored Mid-Career Retirement Planning course (usually within 10 to 15 years of full retirement eligibility) and one Government-sponsored Pre-Retirement Planning course (usually within five (5) years of full retirement eligibility). Employees will attend seminars that are presented nearest to their duty stations and/or the Agency may provide individual retirement counseling to employees who request it. If an employee has taken both the mid-career and the 5-year pre-retirement seminar and has continued in employment beyond the date of full retirement eligibility, the employee is eligible to attend a government-sponsored retirement seminar at no cost to the government and on the employee's personal time. An employee who has not taken either the mid-career or 5-year pre-retirement seminar has priority for attendance.

#### Section 2.0 Benefits

Upon request, the Agency will furnish employees with any necessary information regarding their retirement benefits. The Agency's online service which automatically calculates retirement benefits can be found at <https://ebis.satx.disa.mil/>. Employees who are within five (5) years of retirement may request a statement of estimated retirement benefits and other retirement counseling from the Defense Finance and Accounting Service (DFAS).

#### Section 3.0 Separation from Federal Service

##### Section 3.1 Request for Processing of Retirement

An employee must inform the supervisor of his/her decision to retire and that he/she has obtained the necessary retirement paperwork from DFAS. The employee must complete and return the required retirement paperwork to DFAS.

##### Section 3.2 Request for Processing of Resignation

An employee who plans to resign is expected to submit a written notice to his/her supervisor at least two weeks before the employee's last day on duty. However, the employee's failure to give such notice will not preclude the processing of the resignation, nor affect the date of resignation.

##### Section 3.3 Involuntary Separation

Employees who are involuntarily separated as a result of an inability to perform their assigned

duties or misconduct which can be attributed to a disabling condition will be notified by the Agency in the decision letter of their right to file for disability retirement within one (1) year after the date of separation.

#### Section 4.0 Withdrawal

An employee may withdraw a resignation or retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Agency in writing and is received by the Agency prior to its having made significant effort toward filling the position of the retiring or resigning employee.

#### Section 5.0 Information

The Agency will provide all separating employees with the information required to assure their Federal records are processed correctly; Government property is accounted for; and the employees are informed of their post-employment responsibilities and entitlements to Federal benefits.

## ARTICLE 29

### DISCIPLINE AND ADVERSE ACTIONS

#### Section 1.0 Definitions

- A. Oral warning is an optional, informal corrective action conducted orally, in private and not recorded. An oral warning serves to clarify behavior/procedures for an employee. An oral warning is not a formal disciplinary action and will not be counted as a first offense.
- B. Letter of Warning is an optional, informal, written action in which the supervisor documents the unacceptable conduct or behavior and explains why the conduct or behavior is inappropriate. Letters of Warning are not retained in the employee's Official Personnel Folder (OPF).
- C. Disciplinary action includes letters of reprimand and suspensions of 14 days or less.
- D. Adverse actions are more severe than a disciplinary action. They include suspension for more than 14 days, reduction-in-grade or pay, furlough for 30 days or less or removal.
- E. Furlough means placing the employee in a temporary non-duty non-pay status because of lack of work or funds or other non-disciplinary reasons.
- F. Generally, suspension means placing an employee in a temporary non-duty status without duties or pay.
- G. Removal is an involuntary separation from federal service which terminates the employer-employee relationship.
- H. Progressive discipline is the process of dealing with disciplinary issues through increasingly formal efforts. However, progressive discipline may not always be appropriate in cases which involve severe infractions or statutory penalties.

#### Section 2.0 General Provisions

##### Section 2.1 Objective

The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service.

##### Section 2.2 Just and Sufficient Cause

An employee will not be subject to a disciplinary action except for just and sufficient cause.

### Section 2.3 Penalties

In taking disciplinary and adverse actions, the Agency shall give regard that like penalties should be imposed or like offenses.

### Section 2.4 Deciding Official

The deciding official is different from the proposing official who proposed the disciplinary or adverse action. Normally the deciding official will be at a higher level than the proposing official.

### Section 2.5 Additional Charges

If the Agency decides to add additional charges between the time the disciplinary/adverse action was proposed and when the decision is issued, the Agency will rescind the original proposal and reissue a new proposal with the new charges, thus restarting the process.

### Section 2.6 Information

Upon request, the employee and/or designated representative will be provided, in a timely manner, copies of all information relied upon or pertinent to the disciplinary action.

### Section 2.7 Investigations

If an investigation is necessary to determine the need for a disciplinary or adverse action then the appropriate procedures will be followed.

### Section 2.8 Timeliness

The Agency will normally process disciplinary or adverse actions as expeditiously as possible after the offense was committed or made known to the Agency. Disciplinary or adverse offenses should not be accumulated solely to justify a more severe penalty.

### Section 3.0 Letter of Reprimand

A letter of reprimand is a formal action taken against an employee for misconduct or repeated minor infractions of rules and/or policies which are sufficiently serious to warrant formal disciplinary action. When the Agency issues a letter of reprimand the following procedures may apply:

1. The Agency will meet in private with the employee to issue the letter of reprimand. The Agency will inform the employee of the reasons for issuing the letter of reprimand.

2. The letter of reprimand will inform the employee that he/she has the right to file a grievance in accordance with Article 31, Negotiated Grievance Procedures, of this Agreement, and the right to Union representation. The letter of reprimand will specify the date by which a grievance must be filed; the name, telephone number and e-mail address of the management official to whom a grievance should be addressed; and the name, telephone number and e-mail address of the local National Union President and/or the Regional Vice-President.
3. A copy of the letter of reprimand will be forwarded through the Management and Employee Relations (MER) Branch to the Defense Finance and Accounting Service (DFAS) for filing in the employee's OPF. The Agency will remove the letter of reprimand from the OPF no later than two years from the issuance of the letter of reprimand.
4. At any time, if the supervisor considers that the employee's subsequent conduct has improved sufficiently, he/she will notify the employee in writing, and the supervisor will contact the MER Branch to request DFAS to remove the letter of reprimand from the employee's OPF.

#### Section 4.0 Suspensions of 14 Days or Less

The following procedures will apply:

1. The proposing official will meet with the employee in private to issue a short term suspension proposal and will inform the employee of the reasons for the short term suspension proposal.
2. The employee has the right to a Union representative, an attorney or other representation in connection with a short term suspension.
3. The Union will be given an opportunity to have a representative present at any formal meeting that may result in disciplinary action.
4. The employee will be allowed a reasonable amount of time, not to exceed 10 calendar days, to prepare and present an oral and/or written response and to furnish documentary evidence to the deciding official in response to the action. The Agency may grant on a case-by-case basis a reasonable extension of time for the employee to respond.
5. After the Agency fully considers the employee's response, the Agency will issue a written decision that complies with the requirements of Section 7.0 of this Article.
6. A copy of the decision for the short term suspension and any documentary evidence provided by the employee will be forwarded to the MER Branch.

## Section 5.0 Adverse Actions

The following procedures will apply:

1. The proposing official will meet with the employee in private to issue the adverse action proposal and will inform the employee of the reasons for the adverse action proposal.
2. The employee has the right to a Union representative, an attorney or other representation in connection with the adverse action.
3. The Union will be given an opportunity to have a representative present at any formal meeting that may result in adverse action.
4. The Agency will provide a 30 day notice before effecting any adverse action.

Exceptions: (5 CFR 752.404)

(1) Section 7513(b) of title 5, U.S. Code, authorizes an exception to the 30 days' advance written notice when the agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension, including indefinite suspension. This notice exception is commonly referred to as the "crime provision." This provision may be invoked even in the absence of judicial action.

(2) The advance written notice and opportunity to answer are not required for furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities.

5. The employee will be allowed a reasonable amount of time, not to exceed 14 calendar days, to prepare and present an oral and/or written response and to furnish documentary evidence to the deciding official in response to the adverse action. The Agency may grant on a case-by-case basis, a reasonable extension of time for the employee to respond.
6. After the Agency fully considers the employee's response, the Agency will issue a written decision that complies with the requirements of Section 7.0 of this Article.
7. A copy of the decision for the adverse action and any documentary evidence provided by the employee will be forwarded to the MER Branch.

## Section 6.0 Off-Duty Conduct

In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Agency's written proposal will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

## Section 7.0 Agency Decision

### Section 7.1

In arriving at its written decision on any proposed disciplinary or adverse action, the Agency shall not consider any reasons for action other than those specified in the notice of proposed action. It shall consider any answer that the employee and/or representative made to a designated official and any medical documentation furnished, as well as all the information gathered in the investigation. The Agency shall also consider the relevant Douglas Factors where applicable. The decision will contain:

1. An explanation on how the Agency resolved any factual disputes that were raised or developed;
2. Specificity on how the deciding official considered the relevant Douglas Factors, if any, in deciding the imposed penalty;
3. The date by which a grievance must be filed along with the name, telephone number, and email address of the management official to whom a grievance should be addressed;
4. The name, telephone number and email address of the local National Union President; and
5. The date by which an appeal to the MSPB must be filed and a weblink to the appropriate MSPB appeal form, and a copy of the MSPB's regulations regarding appeals of adverse actions.

### Section 7.2

At the request of the employee or the employee's designated Union representative, the Agency will provide the Union a copy of the written decision and any attachments.

## Section 8.0 Appeals

### Section 8.1

The employee may appeal the adverse action decision either to the Merit Systems Protection Board (MSPB) or under the provisions of Article 31, Negotiated Grievance Procedure, of this Agreement but not both.

### Section 8.2

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such time as the employee initiates an appeal to the MSPB, or files a written

grievance, whichever occurs first.

### Section 8.3

An employee who elects to appeal an action to the MSPB may be represented by the Union or other representative of his/her own choosing. An employee who elects to appeal an action under the provisions of Article 31, Negotiated Grievance Procedure, of this Agreement may represent himself/herself or be represented by the Union.

### Section 9.0 Alternative Discipline

#### Section 9.1

Alternative Discipline is an attempt at resolution and correction of employee misconduct more quickly and efficiently than that achieved with traditional discipline.

#### Section 9.2

The use of Alternative Discipline benefits the employee and shall be offered in a fair and equitable manner. However it may not be used without the employee's agreement to participate.

#### Section 9.3

The Alternative Discipline period will not exceed eighteen months. However, a lesser length of time may be negotiated by the employee or his/her designated representative and the Agency.

#### Section 9.4

Prior to offering an employee an Alternative Discipline Agreement, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.

## **ARTICLE 30**

### **ALTERNATIVE DISPUTE RESOLUTION**

The Agency and the Union agree to require, as a step in any formal complaint process (including the Negotiated Grievance Procedure, Article 31), engagement in an Agency Alternative Dispute Resolution (ADR) process. The Agency agrees to negotiate the Agency ADR process with the Union, prior to its implementation.

## ARTICLE 31

### NEGOTIATED GRIEVANCE PROCEDURE

#### Section 1.0 Purpose

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Agency.

#### Section 2.0 Coverage and Scope

A grievance means any complaint filed:

1. By an employee(s) concerning any matter relating to the employment of the employee;
2. By the Union concerning any matter relating to the employment of any employee; or
3. By any employee(s), the Union or the Agency concerning:
  - a) The effect or interpretation, or a claim of breach, of a Collective Bargaining Agreement; or
  - b) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.
4. The following matters are excluded from the scope of this Article (this list is not all inclusive):
  - a) Any claimed violation of subchapter III of chapter 73 of Title 5 U.S.C. relating to prohibited political activities;
  - b) Retirement, life insurance or health insurance;
  - c) A suspension or removal under 5 U.S.C. 7532 relating to national security;
  - d) Any examination, certification or appointment;
  - e) The classification of any position which does not result in the reduction in grade or pay of an employee;
  - f) Decision on reduction in force, Article 18 Reduction of Force (RIF), Furlough, Reorganization, and Transfer of Function, of this Agreement;

- g) Negative reconsideration of within-grade increases in accordance with Article 24, Within Grade Increases, of this Agreement;
- h) Any action filed under another review or reconsideration procedure or dispute resolution process with the Agency; and
- i) Any action related to employment matters of temporary employees and reemployed annuitants.

### Section 3.0 Exclusivity

Representation of the bargaining unit shall be the sole and exclusive province of the Union.

### Section 4.0 Representation

#### Section 4.1

Self-representation means the employee would have no representative, other than him/herself. A group of employees could not file a grievance without union representation and have one member of the group speak for the others. The Agency will generally provide to the Union a copy of any self-represented grievance within ten (10) calendar days of the filing date.

#### Section 4.2

The Union has the right to be present during any proceeding under the negotiated grievance procedure. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion.

#### Section 4.3

When a grievant elects Union representation, the Agency must be informed in writing. Any subsequent meetings and communication regarding the grievance shall be made through the designated Union representative.

### Section 5.0 Resolution of Grievances

The Union and the Agency agree that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of the Agency may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Agency and the Union to settle grievances at the first level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. Chapter 71 and this Agreement, in seeking resolution of grievances. Employees shall be authorized necessary time while on duty to prepare and participate in grievances.

## Section 6.0 Procedures for Informal Resolution

### Section 6.1

The Parties agree that most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Continuous communication between the employee and supervisor is always encouraged. Should settlement at the informal level not be successful, the filing of a formal written grievance shall not be construed as reflecting adversely on an employee's good standing, performance, loyalty, or desirability to the Agency.

### Section 6.2

- A. If an employee decides to initiate the informal grievance process, he/she must initiate the process within 20 calendar days from the date the aggrieved became aware of (or reasonably should have become aware of) the incident giving rise to the grievance.
- B. An informal grievance is initiated by written communication to the immediate supervisor or the lowest management official having authority to resolve the matter. In initiating the process, the employee must, at a minimum, refer to this portion of the Agreement and state the issue, alleged violation, and personal remedy requested.
- C. An informal resolution meeting or telephone conference will subsequently be convened between the immediate supervisor, or the lowest management official having authority to resolve this matter, and the employee/grievant. Each Party may invite a representative/technical expert to advise them. A supervisor must consider the employee's problem and attempt to resolve it within 20 calendar days from the date the problem is first brought to the supervisor's attention. Should the employee not elect Union representation at this level, the Union shall be given an opportunity to be present as the "exclusive representative" of bargaining unit employees.
- D. An informal resolution meeting participant may not use notes or reference statements made during the meeting in any formal grievance/arbitration proceedings.
- E. If the matter is not satisfactorily resolved during the informal resolution process, the employee or his/her representative may proceed to the formal grievance process within 20 calendar days of the decision resulting from the informal resolution meeting.

## Section 7.0 Procedures for Formal Employee Grievances

As set forth in the Table below, a formal grievance moves sequentially through Steps 1-4 unless resolved. The table summarizes the requirements and procedures for each of the progressive steps in the formal grievance process. **Note:** grievances for adverse actions will be initiated at Step 3 of the process.

Actions to Be Performed	Submit Grievance To:			
	STEP 1	STEP 2	STEP 3	STEP 4
	Second Level Supervisor	Third Level Supervisor	Regional / Corporate Audit Director	
Grievance must be submitted in writing within 20 calendar days of the informal or formal decision	X	X	X	
Parties may hold a meeting after grievance is received	X	X		
Management decision must be submitted in writing within 20 calendar days of receipt of grievance	X	X	X	
Factfinder may be assigned to make a recommendation			X	
Grievance of an adverse action will be initiated			X	
Union may invoke arbitration				X

Section 7.1

- A. All formal grievances must be signed, dated, and contain the article(s) and section(s) involved, the facts, and the personal remedy requested. Personal remedy/relief means a specific remedy benefiting the grievant and may not include disciplinary action or other action affecting another employee.
- B. A formal Agency grievance decision will either: grant, partially grant, or deny the relief sought. The Step 1 and Step 2 decisions will include the name, title, work location, e-mail address and work telephone number of the next-level supervisor.
- C. A copy of the final written decision at each applicable step will be provided to the Union in a timely fashion, normally within ten (10) calendar days of the Agency's decision.

## Section 8.0 Union-Management Grievances

Either Party may submit grievances through their respective representatives at the national or local levels. Grievances at the national level will be submitted to the Agency Director or designee or to the National President of Local 524 or designee, as appropriate. Grievances at the local level will be submitted to the Regional Director/Corporate Audit Director or designee, or to the Regional Vice President or designee, as appropriate.

## Section 9.0 Proof of Service

Proof of service shall be a return post office receipt, a written acknowledgment when hand delivered or email delivery receipt. If a time limit dispute arises, it will be addressed as a threshold issue at arbitration and the grievance will continue.

## Section 10.0 Computation of Time

When computing periods of time for the purpose of this Article, the first day of counting will be the day after the day of the act or event (e.g., the day after the employee received a final decision to take discipline, or the day after the deadline for submitting a response). If the deadline falls on a weekend or Federal holiday, the deadline will be extended to the next business day. All time limits in this Article may be extended by mutual consent.

## Section 11.0 Choice of Forum

### Section 11.1

In accordance with 5 U.S.C. 7121, an employee at his/her option may raise matters covered under Sections 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.

### Section 11.2

An employee affected by a prohibited personnel practice under 5 U.S.C. 2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated grievance procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a complaint in writing or files a written grievance, whichever event occurs first.

### Section 11.3

An employee affected by an act of alleged discrimination under 29 CFR 1614 may raise the matter in accordance with Article 39, Equal Employment Opportunity (EEO), of this Agreement, or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time the employee files a formal complaint under the statutory EEO procedure or files a grievance, whichever event occurs first.

### Section 12.0 Failures to Meet Requirements

- A. For employee grievances, failure on the part of the Agency to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.
- B. If the grievant, after receiving a decision, fails to timely pursue the grievance, the grievance shall be terminated.

### Section 13.0 Withdrawal

The Union, acting as the representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw the grievance on a non-discriminatory basis.

### Section 14.0 Dispute over Interpretation of Language in the Agreement

Should either Party raise an issue concerning the interpretation and/or intent of any provision in this Agreement, the Parties shall first meet to discuss the matter and attempt to earnestly resolve the dispute. Should a common understanding be arrived at, the Parties shall confirm such by a signed and dated Memorandum of Understanding citing the contract provision and its common understanding by the Parties. Should the Parties fail to reach a common understanding of the contract provision, either Party may proceed to file a grievance under the terms of this Agreement.

## **ARTICLE 32**

### **ARBITRATION**

#### Section 1.0 Purpose

This Article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, Title 5, U.S. Code Chapter 71, and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and Agency which are not satisfactorily resolved by the negotiated grievance procedure found in Article 31, Negotiated Grievance Procedure, of this Agreement. A referral to arbitration can be made only by the Union or the Agency.

#### Section 2.0 Preliminary Procedures

##### Section 2.1 Invoking Arbitration

The Union or the Agency may invoke arbitration by serving written notice on the other Party within 20 days, consistent with Article 31, Negotiated Grievance Procedure, of this Agreement, following receipt of a final decision or the day after the deadline, in Step 3, for submitting a response to a grievance. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration.

##### Section 2.2 Method of Selecting an Arbitrator

- A. If the Parties mutually agree upon an arbitrator, then the Parties will not have to utilize Federal Mediation and Conciliation Service (FMCS) to obtain a listing of arbitrators. However, if there is no mutual agreement, then within 10 days after invoking arbitration, the Parties shall request a list of seven arbitrators from the FMCS by jointly submitting a request for an arbitration panel. If one Party refuses to join in the request for arbitrators the other Party may make a unilateral request to FMCS for a panel of arbitrators. A copy of the request to FMCS will be served on the other Party. The cost of obtaining a list of arbitrators from the FMCS shall be paid by the party requesting the panel.
- B. Within 10 days of receiving the list of arbitrators from the FMCS, the Parties shall select an arbitrator. The Party striking the first name shall be chosen by a coin toss or upon mutual agreement. If the Parties cannot agree upon an arbitrator, the Parties shall each strike one name from the list alternately and then repeat the procedure until only one name remains. The person whose name remains shall normally be selected as the arbitrator; however, at any time, the Parties may obtain a new list of arbitrators from the FMCS by mutual consent. Upon request of the Agency or the Union, the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either Party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either Party.

### Section 2.3 Coordination of Dates and Location

Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any. The Parties will coordinate a mutually agreeable date with the arbitrator. Arbitrator hearings over employee grievances shall take place at the employee's Regional Office, unless otherwise mutually agreed to or as directed by the arbitrator.

### Section 3.0 Grievability/Arbitrability

The arbitrator has the authority to make all grievability and/or arbitrability determinations. Arbitrability/grievability issues, except those that are jurisdictional, must be raised in writing by Step 3 of the negotiated grievance procedure. A jurisdictional issue is one that addresses the legal authority of the arbitrator to hear the matter. The arbitrator will hear any grievability/arbitrability matter and the merits of the underlying grievance during the same hearing. The arbitrator's decision will first address the grievability/arbitrability matter and then the merits of the underlying grievance, if applicable.

### Section 4.0 Arbitration Hearing Participants

#### Section 4.1 Official Time

The grievant(s), the grievant's representative(s) and all Agency employees identified as witnesses, will be granted official time. The Agency agrees to pay travel and per diem expenses for one Union representative to the extent necessary, to participate in all phases of the arbitration hearing.

#### Section 4.2 Witnesses

The Agency shall make reasonable efforts to ensure that all witnesses who are employed by the Agency are available for the hearing. When a witness is not available, the arbitration may be postponed.

### Section 5.0 Authority of Arbitrator

The arbitrator is bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator's decision(s) shall be final and binding. However, either Party to the arbitration may file with the Federal Labor Relations Authority an exception to any arbitrator's award under the rules and regulations prescribed by the Authority. The arbitrator may retain jurisdiction over a case to clarify the award.

## Section 6.0 Ex Parte Communication with Arbitrator

There will be no communication with the arbitrator unless both Parties are participating in the communication.

## Section 7.0 Computation of Time

When computing periods of time for the purpose of this Article, the first day of counting will be the calendar day after the employee received a final decision consistent with the negotiated grievance procedure. If the deadline falls on a weekend or Federal holiday, the deadline will be extended to the next business day. All time limits in this Article may be extended by mutual consent.

## Section 8.0 Arbitrator's Award

### Section 8.1 Decision

The arbitrator shall render a written decision no later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will promptly initiate the actions required by the final award within 30 days or sooner after it becomes final and binding, except as provided by the arbitrator's award.

### Section 8.2 Clarification

Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for clarification, including remanded awards. Either Party may file an Unfair Labor Practice charge under 5 CFR Part 2423 based on an allegation that the other Party has not complied with the arbitrator's award.

## Section 9.0 Costs of Arbitration

### Section 9.1 Fees and Travel Expenses for Arbitrator and non-Agency Employees (Witnesses)

The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case for a non-performance-related grievance. The Parties agree that the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case for a performance-related grievance will be paid by the losing Party. Reimbursement of travel expenses for non-Agency employees (witnesses) will be mutually agreed upon on a case-by-case basis between both Parties.

## Section 9.2 Court Reporter or Transcript

The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

## Section 9.3 Cancellation Fees Due to Resolution/Postponement Rescheduling Fees

If, prior to the attendees' travel to the arbitration hearing, the Parties resolve the grievance, any arbitrator cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

## Section 10.0 Other Arbitration Procedures

### Section 10.1 Post-Hearing Briefs

Either Party may submit post-hearing briefs to the arbitrator, provided a copy of such briefs is furnished to the other Party. Post-hearing briefs must be submitted by a date mutually agreed upon by the Parties and the arbitrator.

### Section 10.2 Withdrawal of Grievance

The grievance may be withdrawn any time prior to the issuance of a final decision by the arbitrator.

## ARTICLE 33

### HEALTH AND WELLNESS

#### Section 1.0 Health Promotion and Fitness

##### Section 1.1

Employee wellness and the investment in programs to maintain employee health, contribute directly to sustained productivity and reduction of lost employee time due to illness. Participation by employees in Agency-supported health and fitness programs is voluntary.

##### Section 1.2

In accordance with this Article, the Agency may subsidize employee payment of physical fitness facility maintenance fees for substantial use during non-duty hours.

- A. The Agency will subsidize employees' allowable maintenance fees in accordance with the Agency's Health Promotion and Physical Fitness Program policy.
- B. The Agency reimburses employees for the allowable maintenance fees up to \$35.00 per month (the maximum amount), consistent with the Agency policy.
- C. Employees must submit a claim for the subsidy in accordance with the Agency's Fitness Program policy. Claims must be submitted quarterly on a Standard Form (SF) 1164.
- D. If the Agency changes the maximum amount of the subsidy provided in the policy, the Agency will notify the Union of the change and provide the Union with an opportunity to bargain.

#### Section 2.0 Smoking and Tobacco Products

##### Section 2.1

Smoking in all forms and tobacco use is banned in all Agency occupied space.

##### Section 2.2

Employees who wish to use any type of smoking and/or tobacco products must do so in areas designated by the contractor or leased facility. Employees must comply with contractor or leased facility established "no smoking" perimeter. However if there is no smoking perimeter established by the contractor or leased facility, the perimeter for employees that use smoking and/or tobacco products shall be 50 feet from any exterior door.

### Section 2.3

Smoking and tobacco products are prohibited in GSA vehicles in accordance with Federal Property Management Regulations.

### Section 2.4

There will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for use of smoking and/or tobacco products.

### Section 3.0 Drug-Free Workplace Program

The Agency's policy on matters relating to a drug-free workplace program and other related information is contained in the DCAA Drug Free Workplace Plan and the DCAA Drug-Free Workplace Program Implementation Plan and Handbook. For specific information regarding the implementation plan and/or the handbook, employees should contact the security office.

## ARTICLE 34

### EMPLOYEE ASSISTANCE PROGRAM

#### Section 1.0 Purpose

The Agency agrees to provide access to an Employee Assistance Program (EAP). Employees may voluntarily seek assistance from the EAP.

#### Section 2.0 EAP Services

##### Section 2.1

EAP services may include the following:

1. Confidential, free, short-term counseling to identify and assess problem(s) and help employees in problem solving;
2. Referral, where appropriate, to a community service or professional resource that provides treatment and/or rehabilitation;
3. Follow up services to help an employee readjust to his/her job during and after treatment (e.g., back-to-work conferences);
4. Training sessions for managers and supervisors on handling work-related problems that may be related to substance abuse, personal, and/or health-related problems; and,
5. Briefings to educate management and union officials on the role of EAPs.

##### Section 2.2

The Agency will electronically post and/or publicize information regarding the EAP in those areas frequented by employees such as break and lunchrooms, bulletin boards, etc.

##### Section 2.3

Supervisors are encouraged to make employees aware of the availability of EAP assistance. Other individuals, such as the employee's family, union officials, and the staff of employee health units may refer an employee for counseling.

#### Section 3.0 Excused Absence

The Agency may grant excused absence(s) to an employee for participation in the EAP,

provided the employee obtains supervisory approval for the appointment(s).

#### Section 4.0 Confidentiality of the Program

The Parties recognize that all confidential information and records concerning an employee's counseling and treatment through the EAP will be maintained in accordance with The Privacy Act of 1974 (5 U.S.C. 552a). EAP counseling and medical records shall not be made a part of an employee's personnel and/or medical records.

## **ARTICLE 35**

### **CHILD CARE**

#### Section 1.0 Policy and Purpose

The Agency will continue to provide and/or support various activities in order to meet the ongoing child care needs of employees.

#### Section 2.0 Child Care Activities

These activities may include, but are not limited to, such things as child care and parenting information; seminars; consortiums; resource and referral information; education and training workshops and activities; and counseling as available through Article 34, Employee Assistance Program (EAP), of this Agreement.

#### Section 3.0 Child Care Subsidies

##### Section 3.1

If a Department of Defense Instruction is issued on the subject of child care subsidies, the Union will have the right to bargain with the Agency over the impact and implementation of said Instruction.

##### Section 3.2

Employees may apply for the Child Care Subsidy program through their local Human Resources Office in accordance with the current Agency and Department of Defense Instruction. The Child Care Subsidy program is implemented and funded consistent with the National Defense Authorization Acts and applicable Department of Defense regulation. This subsidy applies to child care centers and home-based child care providers for both full-time and part-time programs such as before-school and after-school programs and daytime summer programs.

#### Section 4.0 Child Care Responsibilities

Employees may use work-life programs (part-time employment, leave, work schedule changes, etc.,) that may assist with child care responsibilities in accordance with this Agreement and mission requirements. Employees will be permitted to contact child care providers during duty hours.

## ARTICLE 36

### MASS TRANSIT BENEFIT PROGRAM

#### Section 1.0 Purpose

In accordance with Executive Order 13150, Federal Workforce Transportation (April 21, 2000) and 5 U.S.C. 7905, Programs to Encourage Commuting by Means Other Than Single-Occupancy Motor Vehicles (January 3, 2012), the Agency established the Mass Transit Benefit Program (MTBP), known as Transit Subsidy. The transit subsidy program provides participating employees a tax-free fringe benefit, in addition to their current compensation, to use mass transportation or van pools for commuting to and from work in areas where such transportation is available. Program policy is found in Department of Defense Instruction (DoDI) 1000.27, October 28, 2008, and the Defense Contract Audit Agency (DCAA) MTBP Guidebook in Livelink.

#### Section 2.0 Maximum Subsidy

When the Agency is directed, as well as when the Agency is given the discretion to increase the maximum amount of transit subsidy by law, regulation or Executive Order, the increase will be implemented for all employees in the bargaining unit.

#### Section 3.0 Eligibility to Receive Transit Subsidy

To be eligible, an employee must be a currently active Federal employee of the Agency (i.e. full-time, part-time, or in a paid internship); must not have any other holding of alternative Agencies' transportation benefits and/or subsidies; must not have a federally subsidized parking space issued; and must use a qualified Mode of Mass Transportation as the primary mode of transportation for commuting purposes.

#### Section 4.0 Applying for Transit Subsidy

##### A. Inside the Department of Defense (DoD) National Capital Region (NCR):

Washington Headquarters Service (WHS) provides services to participants stationed and working in the following counties located inside the DoD NCR: District of Columbia, Frederick, Montgomery, Prince George's, Arlington, Fairfax, Loudoun, and Prince William. Visit <http://www.whs.mil/mass-transportation-benefit-program> to apply.

##### B. Outside the Department of Defense (DoD) National Capital Region (NCR):

Health and Human Services (HHS) provides services to participants outside the NCR, which includes: contiguous United States (excluding inside the NCR), Hawaii, Alaska, and certain U.S. Territories (Commonwealth of Puerto Rico, Virgin Islands, Guam, American Samoa and Commonwealth of the Northern Mariana Islands). Visit DCAA Web Application Portal or

website at <https://www.dacsp.documentservices.dla.mil/dcaa/livelinek/open/20376473> to apply.

## **ARTICLE 37**

### **DRESS CODE**

#### Section 1.0 Business Casual Attire

1. Employees may wear business casual attire Monday through Thursday.
2. While this is not considered a comprehensive list of what is or is not appropriate to wear, the following guidelines are provided:
  - For men - dress pants or slacks, shirts with collars or sweaters are appropriate. Ties and suits are not required.
  - For women - skirts or slacks, twinsets, blouses, or cardigans are appropriate.
  - Clothing should be clean, pressed, not excessively worn or faded, and without holes or frayed areas.
  - Jeans, shorts, athletic wear, exercise clothing, tennis or athletic shoes, flip flops, and work boots (unless required for safety and/or job necessity) should not be worn as business casual attire.
3. Business casual attire should make you and everyone you work with feel comfortable. If you have questions about what is or is not appropriate, check in advance with your supervisor.

#### Section 2.0 Traditional Business Attire

Employees are expected to wear traditional business attire when attending meetings where the majority of the attendees customarily dress in traditional business attire.

#### Section 3.0 Casual Fridays

Employees may dress down in acceptable casual clothing on Fridays (casual Fridays). Employees may wear jeans, casual shirts, and sneakers. However, employees may not wear inappropriate attire such as:

- Overly wrinkled, worn-out, stained, ripped, torn, frayed, or dirty clothing;
- Shirts meant to be worn as undergarments;
- Shorts, exercise gear or other athletic wear;

- Clothing with potentially offensive words, offensive pictures, or offensive logos, or
- Flip flops, rubber beach thongs, or slippers.

#### Section 4.0 Safety Attire

Nothing in this Article negates employees' responsibility to dress for appropriate safety considerations dependent on the conditions of the work environment.

#### Section 5.0 Reasonable Accommodation

Reasonable accommodation will be made for employees that require specific clothing or footwear to be worn. This accommodation will be discussed between the employee and the supervisor prior to wearing the clothing or footwear.

## ARTICLE 38

### SAFETY

#### Section 1.0 General

- A. The Agency will, consistent with the applicable health and safety laws, rules, and regulations, provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions.
- B. There will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for: (1) filing a report of an unsafe or unhealthful working condition; (2) participating in Occupational Safety and Health Program activities; or (3) exercising on behalf of himself/herself or others any right afforded by applicable health and safety laws, rules, and regulations.

#### Section 2.0 Personal Protective Equipment

Personal Protective Equipment (PPE), as required by appropriate federal and/or state government (or its subdivisions) standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided at no cost to employees required to wear PPE.

#### Section 3.0 Unsafe/Unhealthful Conditions

##### Section 3.1

When the Agency or other appropriate authority determines that a dangerous or potentially dangerous condition exists at a worksite and corrective action cannot be immediately implemented, the Agency shall inform the Union and affected employees of the interim measures that will be instituted for the protection of the employees.

##### Section 3.2

To the maximum extent practical, there will be no application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like materials or maintenance chemicals during work hours in enclosed spaces occupied by employees. If application must be done during working hours, employees may be: (1) assigned work in a safe and healthy area; (2) authorized telework; or (3) excused without charge to leave until the condition is corrected. If possible, whenever insecticides or pesticides are used in large scale, the Union Regional Vice President and employees will be notified at least 24 hours in advance, whether the application is indoors or outdoors, during work hours or not.

## Section 4.0 Work-Related Injuries and Illnesses

### Section 4.1

Employees shall report a work-related accident(s) immediately as required by existing regulations. Upon request, the Union will be provided a copy of the accident report(s) involving bargaining unit employees.

### Section 4.2

For an employee requesting return to duty from sickness or injury with temporary limitations placed on his/her performance, as substantiated by a doctor's certificate, the Agency will make a diligent effort to assign the employee to available work within these limitations. If limited duty is not available, the employee will be placed on continuation of pay, if eligible, or in an appropriate leave status at the employee's option.

## ARTICLE 39

### EQUAL EMPLOYMENT OPPORTUNITY

#### Section 1.0 Policy

The Agency and the Union affirm their commitment to the policy of providing equal employment opportunity (EEO) for all employees, to establish the Agency as a model Agency, and to prohibit discrimination on the basis of race, color, religion, sex (including sexual harassment, gender identity, sexual orientation, and pregnancy), age, national origin, genetic information, disability, or reprisal. In addition, the Parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status and/or political affiliation, as enforced by the Office of Special Counsel. The Parties also recognize their commitment to the policy of prohibiting reprisal for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act Amendment Act (ADAAA), the Rehabilitation Act of 1973, the Equal Pay Act, Genetic Information Nondiscrimination Act (GINA), and all other laws and regulations related to unlawful discrimination.

#### Section 2.0 Equal Employment Opportunity Program

- A. The Agency EEO program shall be designed to promote equal employment opportunity in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The Agency shall conduct a continuing campaign to eliminate discrimination from its personnel practices and policies, and employment conditions consistent government-wide laws, rules, regulations, and this Agreement.
- B. The Agency shall develop EEO status reports in accordance with law and regulation. Upon request, complete copies of the adopted reports shall be provided to the Union.

#### Section 3.0 Discrimination Complaints

##### Section 3.1

The Agency will ensure full cooperation of all Agency personnel with the EEO Officials in the processing of complaints at all stages of the EEO complaint process or grievance process, as applicable, under this Agreement.

##### Section 3.2

The Complainant shall have the right to be accompanied, represented, and advised by an attorney, Union representative, or other representative of his/her own choosing. If the

Complainant designates a Union representative, the Union representative shall notify the Agency Labor Relations Officer in writing.

### Section 3.3

The following individuals will be free from restraint, coercion, interference, dissuasion, and reprisal:

1. Any employee who wishes to file or has filed an EEO complaint or grievance;
2. An individual who serves as the representative of another employee;
3. Any individual who is a witness to or gives evidence concerning an EEO complaint or grievance; and
4. Persons who allege discrimination or who participate in the presenting of such complaints or grievances.

### Section 4.0 Special Emphasis Program Managers

The Agency will solicit nominations for Special Emphasis Program Managers (SEPM). The Agency will appoint SEPMs from among qualified and interested employees.

### Section 5.0 EEO Complaint Elections

#### Section 5.1

An employee may elect to file a complaint of discrimination in accordance with the EEO Complaint Process or the Negotiated Grievance Procedure (Article 31), within applicable timeframes, but not both. Requesting Informal EEO counseling is not considered an election in either the EEO Complaint Process or the negotiated grievance procedure.

#### Section 5.2

An employee may file a mixed-case complaint under the Agency EEO Complaint Process or appeal with Merit Systems Protection Board (MSPB), but not both. Whichever is filed first shall be considered an election to proceed in that forum.

#### Section 5.3

If an employee contacts the EEO Office about his/her complaint, an EEO Official shall be responsible for informing the employee of his/her options in relation to alternative procedures. The inadvertent failure of an EEO Official to inform the employee of his/her options in no way diminishes the employee's responsibility to make an election of procedures nor does it extend the time limits for filing a grievance or a complaint.

## Section 5.4

At the beginning of the Informal process, an EEO Official, or designee, shall inform employees in writing of their right to file a grievance, an EEO complaint, or an appeal to MSPB (where applicable) with a written description of the procedures and the time limits for each option.

## Section 6.0 Reasonable Accommodations

### Section 6.1

Employees may request reasonable accommodation of a disability, orally or in writing, in accordance with the procedures in DCAA Instruction 1440.2, DCAA Reasonable Accommodation of Disabilities Program.

### Section 6.2

The Agency agrees to provide interpreter services for those hearing-impaired employees who seek Union assistance and/or representation for their individual concerns. To the extent possible, interpreter services should be arranged in advance.

## Section 7.0 Sexual Harassment

### Section 7.1

The Agency will provide all bargaining unit employees a work atmosphere free from sexual harassment. The Agency will make employees aware of the Agency's sexual harassment policy.

### Section 7.2

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for career or employment decisions affecting such individual; or,
3. A reasonable person would find the conduct to be severe or pervasive, and negatively affects an individual's work performance or creates an intimidating, hostile, or offensive working environment.

### Section 7.3

Verbal, physical, or digital/virtual conduct may constitute sexual harassment. Employees who are sexually harassed by supervisors, superiors, co-workers, or peers should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to immediately examine the matter and take necessary corrective action.

### Section 7.4

Where an employee has brought an allegation of sexual harassment to the attention of the Agency, the Agency shall treat such an allegation(s) as confidential and shall reveal no more information concerning such an allegation than is necessary to conduct a full and prompt management inquiry into the allegation(s).

### Section 7.5

Where an employee elects to use the negotiated grievance procedure (Article 31) to file a complaint of sexual harassment against an individual within his/her management chain, the grievance will be filed directly with the next higher Agency official.

### Section 8.0

The Alternative Dispute Resolution (ADR) program was established under DCAA Regulation 5145.1. The program includes the use of mediation and other ADR methods for use in the EEO complaint process. ADR will be implemented in accordance with DCAA regulation 5145.1 or any subsequent DCAA ADR regulation or instruction. The decision to accept ADR is voluntary on the part of the Complainant. The Union may be present in an ADR process on behalf of their bargaining unit members.

## ARTICLE 40

### PARTICIPATIVE WORK TEAMS

#### Section 1.0 Participative Work Team (PWT) Concept

- A. A participative work team is defined as a group of co-workers, who comprise a natural unit of work (i.e., those presently grouped under a supervisor). The team functions as a cohesive, interrelated unit with open communication and unencumbered sharing of information/ideas working to accomplish common team objectives.
- B. The Agency and the Union agree to promote involvement of employees in the PWT concept as a method to accomplish the mission of the Agency.

#### Section 2.0 Team Functions

- A. The participative work team model is the structure used by the PWTs to manage and perform their assigned duties.
- B. Employees are encouraged to provide assistance to other team members.
- C. The PWT supervisor will continue to have the ultimate responsibility for ensuring compliance with applicable standards. In pursuit of this effort, the supervisor will assist the PWT by:
  - 1. Communicating objectives;
  - 2. Providing resources;
  - 3. Building open communication, cooperation, and trust;
  - 4. Providing training and guidance upon request;
  - 5. Involving employees in team decisions;
  - 6. Giving constructive feedback, and
  - 7. Providing employees the benefit of his/her training and experience.

## **ARTICLE 41**

### **CONTRACTING OUT OF BARGAINING UNIT WORK**

#### Section 1.0

When the Agency determines that bargaining unit work will be contracted-out, the Agency will negotiate with the Union to the fullest extent of the law. The Union reserves its right under 5 U.S.C. 7106(b) to negotiate appropriate arrangements and procedures for any contracting-out that may be performed by the Agency.

#### Section 2.0

The Agency agrees to inform the Union immediately when contemplating the possibility of contracting-out bargaining unit work and will keep the Union informed of all new developments regarding the consideration to contracting-out. The Agency will provide to the Union requested information as long as the information is not restricted by Government-wide laws, rules, regulations or other directives and instructions.

#### Section 3.0

The Agency agrees to abide by Government-wide laws, rules and regulations with respect to contracting-out.

## **ARTICLE 42**

### **EMPLOYEE NOTICES**

#### Section 1.0

Required notices to all bargaining unit employees will be released as specified by law, rule regulation, or National Collective Bargaining Agreement. The notices may be posted on official bulletin boards in DCAA occupied spaces frequented by bargaining unit employees (e.g., break rooms, cafeterias, office buildings) or sent by e-mail to all bargaining unit employees.

#### Section 2.0

Joint notices agreed upon and signed by DCAA and AFGE Local 524 will be released to the bargaining unit.

#### Section 3.0

Annual notices will be included as part of the new employee orientation package provided during in-processing of bargaining unit employees.

#### Section 4.0 Representation Rights

In accordance with 5 U.S.C. 7114 (a) (3) employees will be notified annually of their rights to Union representation.

#### Section 5.0 Standards of Conduct

The Standards of Conduct are included within the DCAA Ethics training which bargaining unit employees are required to complete on an annual basis. Employees are subject to laws or regulations that are not contained in the notice or that are changed after the notice is given.

#### Section 6.0 Use of Government Equipment

The use and treatment of Government equipment is included in the DoD Information Assurance Awareness training which employees are required take on an annual basis.

#### Section 7.0 Department of Defense (DoD) Inspector General (IG)

##### Section 7.1

On an annual basis, DCAA will notify bargaining unit employees of the DoD Hotline number, and email address to report fraud, waste, and abuse.

Section 7.2

Additional information regarding the DoD Office of Inspector General can be found at [www.dodig.mil](http://www.dodig.mil).

## ARTICLE 43

### USE OF GOVERNMENT OFFICE EQUIPMENT

#### Section 1.0 General Policy

#### Section 1.1

Employees are permitted limited use of government office equipment for non-Governmental purposes when the use does not materially interfere with official business, involves minimal expense to the Government, and is performed on the employee's non-work time.

#### Section 1.2

Employees will be allowed limited personal use of government communications systems and property to the extent that such use:

1. does not adversely impact the performance of official duties;
2. does not result in loss of employee efficiency;
3. is of reasonable duration and frequency;
4. does not put Federal Government communications systems to uses that would reflect adversely on DoD or the Agency;
5. does not burden the communication system in accordance with Agency policy and government wide rules and regulations;
6. creates no additional cost to the government; and
7. results in employees conducting themselves professionally in the workplace and refraining from using government office equipment for activities that are inappropriate.

#### Section 1.3

- A. Non-work time means when the employee is not otherwise expected to be addressing official business. Employees may, for example, use government office equipment during their own off duty hours such as: lunch periods, authorized breaks, weekends and holidays (only if their duty station is normally available at such times).
- B. Employees may use the computer at home or otherwise away from the office.

## Section 1.4

This Agreement permits the following, subject to the limitations in this Article:

1. preparation of a personal letter, or other document or spreadsheet;
2. access to the Internet for personal use, which must be conducted only through VPN when not at the duty station; and,
3. sending/receiving personal e-mail through the Agency email account, as long as such email complies with Agency policy.

## Section 2.0 Misuse

Misuse or inappropriate personal use of Government office equipment includes (but is not limited to):

1. installation of personal internet or email account on a government computer;
2. download/installation of any Freeware or Shareware, Public Domain, third party software, or any other unauthorized software without the express written approval of the Chief Information Officer (CIO);
3. connection to data stream web sites (such as radio broadcasts);
4. activities that are illegal, inappropriate, or offensive to fellow employees or the public. These activities may include, but are not limited to: hate speech, or material that ridicules others on the basis of race, creed, religion, color, gender, disability, national origin, or sexual orientation, etc.;
5. using the government system as a staging ground to gain unauthorized access to other government or contractor systems;
6. the creation, copying, transmission, or retransmission of chain letters or unauthorized mass mailings regardless of the subject matter;
7. the creation, downloading, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials;
8. the creation, downloading, viewing, storage, copying, or transmission of materials related to illegal gambling, illegal weapons, terrorist activities, and any other illegal activities or activities otherwise prohibited, etc.;
9. use for commercial purposes or in support of “for-profit” activities, or in support of other outside employment or business activity (e.g. consulting for pay, sales or

administration of business transactions, sale of goods or services);

10. engaging in any outside fund raising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity;
11. posting Agency information to external newsgroups, electronic bulletin boards, social media, Wiki sites, or other public forums/sites without authority; and,
12. the unauthorized acquisition, use, reproduction, transmission, or distribution of any controlled information including computer software and data, that includes privacy information, copyrighted, trademarked or material with other intellectual property rights (beyond fair use), proprietary data or export controlled software or data.

### Section 3.0 Clarification and Implementation Guidance

- A. Employees should not assume any level of privacy exists when using government communications systems or equipment. Using Government systems and equipment implies consent to monitoring. Certain monitoring tools are in place in the Agency Information Technology (IT) system that may detect improper use and all users of the system are subject to the same level of monitoring.
- B. Union representatives, when fulfilling their official capacity for the Union, are covered by Article 45, Facilities and Equipment Use by the Union, of this Agreement.

### Section 4.0 Common Access Card

The Agency network and computers are Common Access Card (CAC)-enabled and require the use of a CAC and a Personal Identification Number (PIN) to access Agency systems.

### Section 5.0 No Significant Additional Cost

In this Agreement the term “no significant additional cost” means that employee’s use of government office equipment is limited to those situations in which the government is already providing equipment or services and the employees’ use of such equipment or services will not result in any material additional expense to the Agency, or the use will result in only normal wear and tear or the use of small amounts of electricity, ink, toner, or paper, or other supplies or equipment.

### Section 6.0 Use of Government Telecommunications

#### Section 6.1

Generally, Government equipment and communication systems shall be for official use and authorized purposes only. However, employees are allowed limited use of Government

equipment and communication systems when such use involves minimal additional expense to the Government. Please note that minimal additional expense refers only to the usage of the equipment and communication systems, and does not refer to the actual additional charge associated with making a phone call. Employees are prohibited from making personal calls that are charged to the Government, unless otherwise authorized in this Agreement.

## Section 6.2

This Agreement permits making local telephone calls in the following instances in accordance with 41 CFR 101-35.201, Telecommunications Management Policy:

1. emergency or urgent situations;
2. calls within the local commuting area to locations that are more practically reached during working hours (e.g., car repair shop, doctor, schools, etc.); and,
3. calls home within the local commuting area or within the local toll-free area (e.g., to arrange transportation, check on a sick child, etc.).

## Section 6.3

Long distance communication charges, outside local commuting areas, must be charged to the employee's home number, made to a toll-free number, reversed to the called Party, charged to a personal telephone card, or otherwise reimbursed to DoD. Prior supervisory approval is not required for personal long distance calls that are not charged to the government.

## Section 6.4

The Agency recognizes that personal long distance calls at the expense of the government may be authorized in very limited circumstances, such as emergency calls or other calls that are in the interest of the government. The employee must obtain supervisory approval prior to making such calls.

## Section 6.5

Although Government equipment and communication systems shall be used for official business only, emergency calls and calls of a personal nature (such as calls to speak to a spouse or minor child, or to arrange for emergency repairs to one's residence or automobile) that must be made during working hours, may be authorized as being necessary and in the best interest of the Government, if the call is consistent with the following criteria:

1. the call does not adversely affect the performance of official duties by the employee or the employee's organization;
2. it is of reasonable duration and frequency; and,

3. it could not reasonably have been made at another time.

## Section 6.6

Calls are authorized when an employee is on TDY or at an Alternate Duty Station, and must call a family member to notify them of a schedule change. Government-owned or leased equipment should be used to the maximum extent practicable for making official calls while on TDY.

## Section 7.0 Telephone Credit Cards, Prepaid Calling Cards, and Cell Phones

### Section 7.1

Prepaid calling cards, telephone credit cards, and cell phones may be issued to personnel who are frequently on TDY or at an Alternate Duty Site and have a need to make official calls. The prepaid calling cards, telephone credit cards, and cell phones shall be used for official and authorized purposes only.

### Section 7.2 Requests for Telephone Credit Cards, Prepaid Calling Cards, and Cell Phones

Requests for issuance must be justified in writing to the Field Audit Office (FAO) approving official. Once all approvals are obtained, the Agency will provide a telephone credit card, prepaid calling card, or a cell phone, and a property pass for the cell phone. The requestor will be required to sign the property pass for the cell phone.

### Section 7.3 Disposition

Cell telephones, telephone credit cards, and prepaid calling cards will be turned in to the FAO approving official for disposition upon an employee's departure from the Agency, transfer to another office, or when the employee no longer requires the use of the cell telephone, telephone credit card, or prepaid calling card.

## Section 8.0 General Prohibitions

Employees are prohibited from:

1. making personal calls that are charged to the Government unless authorized by this Agreement;
2. listening in on telephone conversations, except for speaker phones used in conference calls for which everyone listening has been identified;
3. recording telephone conversations; and,
4. placing collect calls or accepting collect calls to a Government-paid communication

system. Such calls must be made by either using a Government credit card or, in the case of TDY when contractor telephones are not available, charging the calls to the hotel room bill, then claiming them on the travel voucher. Such calls are reimbursable only upon supervisory approval.

## **ARTICLE 44**

### **EQUIPMENT**

#### Section 1.0 Equipment

The Agency agrees to supply each employee with all equipment considered necessary by the Agency to accomplish the mission of the Agency in an efficient, productive, and professional manner. Subject to budgetary constraints, the Agency will, to the best of their ability, provide management-determined technological advances to the employees. AFGE reserves its right under 5 U.S.C. Chapter 71 to negotiate accordingly on this issue.

#### Section 2.0 Computers

To the maximum extent practicable, the employer will distribute new computers so that the oldest computers will be replaced first.

#### Section 3.0 Furniture

Subject to budgetary constraints, as furniture is replaced, the Agency will strive to provide employees with ergonomically designed furniture that meets commonly accepted industry standards. The Agency will provide employees who are required to use computers on the job with work stations or desks sufficient to accommodate computer equipment.

## **ARTICLE 45**

### **FACILITIES AND EQUIPMENT USE BY THE UNION**

#### **Section 1.0**

The Union will be provided space on office bulletin boards located on property owned or leased by the Government. Space will also be provided on bulletin boards located on a contractor's site when the contractor has no objection. Alternatively when the Union develops Council and Local websites, Union information may be posted on these websites. The Agency will provide a link to these Union websites on the Agency's intranet labor-management webpage.

Information that may be posted on the bulletin boards or the webpage are Union Council and local newsletters, information letters, and other general publications from Union Headquarters, as well as notices of membership meetings, etc. No material that is defamatory, libelous, or scurrilous will be posted by the Union.

#### **Section 2.0**

- A. This Collective Bargaining Agreement (CBA) and any supplements/modifications to this Agreement will be accessible to all employees via the Agency intranet site.
- B. The Agency will allow each employee a minimum of two hours to review the Collective Bargaining Agreement following the execution of the Collective Bargaining Agreement. Employees must request permission from their supervisors prior to the use of the approved time. Supervisors may reschedule the use of time depending on mission requirements.

#### **Section 3.0**

At the request of the Union, the Agency will provide, as available, and at no additional expense to the Agency, suitable conference rooms in government owned or leased space and in contractor space, when the contractor has no objections, for official meetings of the Union during non-duty hours or for representational duties/functions during duty hours. The use and/or cancellation of the use of conference rooms is subject to mission related needs. The Union will follow the same reservation and use procedures as all other users at that location.

#### **Section 4.0**

The Union will be provided access to all laws, Government-wide rules and regulations, DCAAM 1400.1, Personnel Management Manual and other available pertinent reference materials which are available to the Agency, and directly related to the Union's representational responsibilities.

## Section 5.0

All designated Union representatives will have access to all standard government communications systems (or host contractor-provided communications systems for Agency use) and equipment available to all employees. The Agency agrees to allow Union representatives reasonable use of all equipment available provided (1) usage is for official Union business and (2) such usage does not interfere with normal business operations of the office.

## Section 6.0

The Agency agrees to distribute Union mail within an office; excluding membership applications and membership solicitation material. The Agency will distribute, but not open, individually addressed envelopes. Applicable mail costs will be paid for by the Union. Union mail will be included with other Agency mail forwarded to an employee at other than the work site.

## Section 7.0

- A. If GSA office space is available at the current permanent duty station of the Regional Vice President, the Agency will make every effort to provide the Union with one private office. When new or remodeled office space is considered, the Agency agrees to work with the Union and give priority consideration to identify office space for the Regional Vice President.
- B. The National President of Local 524 will be provided Union office space in accordance with Article 7, Official Time, of this Agreement.
- C. The Agency agrees to provide each President the technology that is available to all employees and to maintain such technology. The computer provided to Union Presidents will be in accordance with Article 44, Equipment, Section 2.0, of this Agreement. Each office shall include a lockable file cabinet. Facilities and equipment for use by the Union shall be for the purpose of conducting official Union business as well as official auditing activities.

## ARTICLE 46

### OFFICE SPACE

#### Section 1.0 Relocation or Remodeling

When the Agency decides to relocate an office to a new facility, or remodel an existing office space, the Agency will negotiate with the Union in accordance with Title 5, United States Code, Chapter 71. The Union will be notified as far in advance as possible of office relocation or remodel and construction/design meetings. The Agency will identify the reasons for the relocation/remodel, the planned schedule, and a listing of impacted bargaining unit employees.

#### Section 2.0 New or Remodeled Workspace

##### Section 2.1 Application

This section applies when the Agency conducts a physical move to a new office location or when the Agency structurally remodels an existing office resulting in a significant change to the floorplan.

##### Section 2.2 Workspace Assignment and Selection

- A. The Agency will provide the Union a floorplan identifying the vacant workspaces and workspace dimensions (generally 48 square feet) designated for bargaining unit employees. The Agency may assign vacant workspaces and/or offices to certain employees based on articulated mission-related functional groups/teams. The Agency may assign an employee a certain workspace, or identify a workspace(s), for reasonable accommodation.
- B. Consistent with the provided floor plan, employees may choose a vacant workspace from designated workspaces, based on seniority as determined by the Service Computation Date (SCD) for leave. Two or more bargaining unit employees with identical SCD's will usually break the tie with a coin flip, or other equitable means, to determine the selection order.
- C. The Agency will provide to the designated Union representative a list of impacted bargaining unit employees sorted by SCD. This selection process will be completed within two weeks of the Union receiving the list of bargaining unit employees, unless extended by mutual agreement. It may be necessary to shorten the selection process time period due to extenuating circumstances such as an expiring building lease, fire, flood, etc.
- D. The Union representative will notify each employee in the selection order as to the available workspaces. The bargaining unit employee will advise the Union representative of his/her selection. That selected workspace will be eliminated from the pool of

remaining vacant workspaces. When all of the impacted bargaining unit employees have selected their workspaces, the Union representative will inform management of the workspaces selected by the bargaining unit employees.

### Section 3.0 Existing Workspace

#### Section 3.1 Vacant Bargaining Unit Workspace

- A. Generally, an existing workspace vacated by a bargaining unit employee will be filled by SCD in accordance with the selection process in Section 2.2 of this Article. If applicable, only bargaining unit employees within an affected functional group/team, in accordance with Section 2.2 of the Article, will be able to participate in the selection process.
- B. Bargaining unit employees who already have dedicated workspaces may select one of the vacant workspaces; however, this will make their present workspace available for selection by other bargaining unit employees.

#### Section 3.2 New Employees to the Office

A bargaining unit employee new to an office will select from existing vacant workspaces designated for bargaining unit employees.

#### Section 4.0 Hoteling

- A. To the extent consistent with mission requirements, DCAA will promote a flexible workplace and reduce the Agency real estate footprint at Regional/CAD Offices, FAOs, and suboffices by executing the hoteling concept. The Agency may offer hoteling as an option to accommodate employees when the Agency determines a need, such as when an office is over capacity. When space requirements dictate, employees who telework at least one day per week will hotel. If the need for hoteling does not exist, employees may be assigned permanent workspaces.
- B. Workspaces (generally 48 square feet) the Agency designates solely for hoteling will not be assigned to any single employee. Employees shall use the applicable reservation system to reserve a hoteling workspace on a first-come-first-serve basis.

#### Section 5.0 Offices at Contractor Facilities:

The Federal Acquisition Regulation (FAR) provides the basis for DCAA to occupy space at contractor facilities. Pursuant to the FAR, the contractor should provide comparable space to what is furnished to contractor employees. It is the Administrative Contracting Officer's (ACO) responsibility to enforce the FAR. Any issues that arise concerning DCAA occupying contractor space should be resolved with the ACO through local management.

## ARTICLE 47

### MID-TERM NEGOTIATIONS

#### Section 1.0 Purpose

This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement.

#### Section 2.0 Procedures for Mid Term Negotiations

##### Section 2.1 Notice of Proposed Change

Either Party may propose a change(s) in the conditions of employment during the life of the Agreement that is not already covered by the Agreement. The initiating Party will provide the other Party with reasonable advance written notice of any change affecting conditions of employment. The initiating Party will submit its proposal which will include a description of the change in working conditions.

All Agency proposed changes in working conditions to be negotiated will be sent by the HQ's Labor Relations Officer or designee to the National President or designee. All Union proposed changes in conditions of employment to be negotiated will be sent to the HQ Labor Relations Officer by the National President or designee.

##### Section 2.2 Negotiations Request and Counter Proposals

The receiving Party will review the proposal and will have 20 days to request negotiations. Any request for negotiations will include the receiving Party's proposal. Generally, the Parties will inform each other of their progress in regard to counter proposals within 20 days.

##### Section 2.3 Information Requests

If the receiving Party needs additional information or a more detailed explanation of the proposal, that Party may make a written request for a briefing by the initiating Party, and/or request additional clarifying documentation in order to determine the impact of the proposed change. The initiating Party should generally respond within 7 days of receipt of the request. The 7-day response period is included in the 20-day request to negotiate.

##### Section 2.4 Agreement to Negotiate

- A. The Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement.
- B. If the receiving Party has not responded to the initiating Party within the prescribed timeframes, the proposed change(s) in conditions of employment will be implemented immediately.

#### Section 3.0 Ground Rules for Mid-Term Negotiations

The following ground rules apply to all mid-term negotiations entered into as a result of a change(s) initiated by either Party and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71. The ground rules, listed below, may only be changed by mutual consent:

1. Mid-term negotiations will be conducted by phone/email, unless the Parties agree otherwise. If it is required to meet in person for negotiations, the negotiations will be conducted at Headquarters.
2. The starting date and the daily schedule for negotiations will be established by mutual agreement of each Party's Chief Negotiator.
3. The negotiating teams will consist of up to three representatives. The Union's negotiating team may also include an additional AFGE Staff member at no expense to the Agency.
4. Alternates may be substituted for original negotiating team members.
5. During face-to-face mid-term negotiations, each Chief Negotiator will signify agreement on each section by initialing the agreed-upon section. Each Chief Negotiator will sign two original copies. Each Chief Negotiator will retain his/her own copy. This will not preclude the Parties from reconsidering or revising any agreed upon section by mutual consent.
6. Either Party may request a caucus, and may leave the negotiation room to caucus. There is no limit on the number of caucuses which may be held, but each Party will make every effort to restrict the number and length of caucuses.
7. Negotiation impasses will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations. Upon mutual agreement, any section of a mid-term proposal being negotiated may be considered as severable if the section under discussion can be considered as a stand-alone proposal. The remainder of the proposal will continue under the negotiation process.
8. Each Party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator to discuss and negotiate any condition of employment and sign off on all agreements for his/her respective Party.
9. The designated Union negotiators will be on official time for time spent during the actual negotiations, including attendance at impasse proceedings and for other related duties for negotiations, such as reasonable preparation time and time spent developing and drafting proposals.
10. If any proposal is claimed to be non-negotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened. Such request must be made within 30 days from when the proposal is declared to be negotiable or the claim that the proposal is non-negotiable is withdrawn.
11. This procedure does not preclude the Parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations.

12. Any provisions disapproved during Agency Head review may be referred by the Parties to the Federal Labor Relations Authority (FLRA). The Parties may commence negotiations within a reasonable period after receipt of the Agency Head or FLRA decision. If both Parties mutually agree, the disapproved provision can be severed from the proposal if the section under discussion can be considered a stand-alone proposal.
13. All timeframes in these ground rules may be modified by mutual consent.
14. No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a note taker to keep notes and records during the sessions.
15. Observers are permitted to attend negotiations; however, they will not participate in discussions and will otherwise abide by all the ground rules agreed to by the negotiating teams.
16. Either Party may invite subject matter/technical experts to attend the negotiations for the purpose of providing resource information. The Party bringing in a subject matter expert will be responsible for that individual's expenses.
17. If after six weeks of bargaining no agreement is reached, the Parties may request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) or may mutually agree to continue negotiations.
18. In mediation and Federal Service Impasses Panel (FSIP) sessions, the Agency will pay the travel and per diem expenses for the Union negotiators who are Agency employees for one session. If mediation does not result in an agreement, either Party may request the assistance from the FSIP.

#### Section 4.0 Agreements

Agreements reached in mid-term negotiations will be reduced to writing in a Memorandum of Agreement (MOA) signed by each Party's representative(s). The Agency will post the MOA on the Agency's website generally no later than 7 days after the effective date of the MOA.

#### Section 5.0 Mandatory Changes to the National Collective Bargaining Agreement

If a future law mandates a change to this Agreement, the Agency will promptly notify the National President or his/her designee in writing of the specific change. AFGC Local 524 shall, if it desires to negotiate, notify the Agency in writing within 20 days of receipt of the Agency's notification. Upon request from the National President or his/her designee to negotiate, the Parties shall initiate negotiations using the procedures in this Article. Neither the Agency nor AFGC Local 524 will be permitted to propose changes unrelated to the mandate of the law.

## ARTICLE 48

### DURATION AND AMENDMENTS

#### Section 1.0 Dates

##### Section 1.1 Execution Date

Once the Parties to this Agreement have reached final agreement on all individual articles, this Agreement will be sent out to the Union for ratification. If the Union fails to ratify this Agreement, the Parties will return to the bargaining table to negotiate the issues that were not ratified by the Union. The execution date of this Agreement shall be the first calendar day following ratification by the Union.

##### Section 1.2 Effective Dates

- A. If the Agreement is approved by the Agency Head within 30 calendar days from the Union's ratification date, the effective date of this Agreement shall be the date on which it is approved by the Agency Head. If the Agreement is not approved or disapproved within 30 calendar days after being executed, it will become effective as a matter of law on the 31st calendar day after its execution.
- B. The Agency Head may, at its option, notify the Union and the Agency of the anticipated disapproval of the negotiated language pursuant to 5 U.S.C. Section 7114(c) identifying any portion of the language with which it has specific concerns. The Parties may thereafter attempt to negotiate an adjustment of the provisions at issue. If the Agency Head disapproves the negotiated language, the Union or the Agency are free to petition the Federal Labor Relations Authority (FLRA) to challenge that decision.
- C. No part of this Agreement will take effect until all parts of the Agreement are approved.
- D. All Memorandums of Agreement shall expire on the date the Collective Bargaining Agreement goes into effect.

#### Section 2.0 Duration

This Agreement shall remain in full force for seven years from its effective date. The Parties agree that four years after the effective date of the Agreement each Party may re-open two Articles of the Agreement.

If no written notification to reopen, modify, or renegotiate the Agreement is submitted by either Party, the provisions of this Agreement shall automatically renew thereafter on a yearly basis, subject to Agency Head review.

## Section 3.0 Renegotiation

### Section 3.1

Either Party may give written notice of the intention to re-open or renegotiate this Agreement not more than 120 or less than 90 calendar days prior to the four-year date for re-opening or prior to the seven-year expiration date. The written notice shall identify the articles to be negotiated and will be acknowledged by the other Party within 20 calendar days of receipt of the written notice. Exchange of proposals will be governed by the negotiated ground rules in accordance with Section 3.2 of this Article.

### Section 3.2

- A. Upon receipt of a written notice to renegotiate this Agreement, both Parties to this Agreement shall begin negotiating ground rules for the new negotiations within 60 days of receipt of the written notice of the proposed changes.
- B. This Agreement may be opened for amendment upon the written request of either Party if any of the Articles herein are affected by changes in law, order, rulings, judicial decision, or third-party decisions but such negotiations may only be conducted by mutual consent of the Parties. Notice for such amendments must include a summary of the proposed amendment(s) and refer to the appropriate law, order, or decision, which necessitates the requested amendment.

## Section 4.0 Reopener

During the term of this Agreement, either Party may propose negotiations to modify this Agreement, but such negotiations may only be conducted by mutual consent of the Parties or as consistent with Section 2.0 of this Article. Any modifications are subject to Agency Head review.