

# Collective Bargaining Agreement

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USMEPCOM and AFGE Local 725

May 27, 2015

Collective Bargaining Agreement (CBA) between U. S. Military Entrance Processing Command (USMEPCOM) and AFGE Local 725, Building 3400, North Chicago, IL 60064-3091. This CBA sets forth employee rights and responsibilities, Union rights and privileges, and labor-management agreements.

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## **PREAMBLE**

**WHEREAS** the of American Federation Government Employees, AFL-CIO, Local 725 ("Union" or "AFGE") and the United States Military Entrance Processing Command ("Agency" or "USMEPCOM"), also referred to as the Parties, recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

**WHEREAS** the Parties recognize that the public interest 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 recognize that a mutual commitment to cooperation promotes both the efficiency of USMEPCOM's operations and the well-being of its employees; and

**WHEREAS** the Parties agree that the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

**NOW THEREFORE** the Parties hereby further agree as follows:

## **ARTICLE 1 - TERM AND AMENDMENT**

**Section 1.0** This Agreement shall become effective on the date of approval by Agency Head, or on the thirty-first (31<sup>st</sup>) day after signature by the Parties, if approval or disapproval has not been made by the Agency Head.

**Section 2.0** It shall remain in full force and effect for three (3) years and shall automatically renew itself from year to year thereafter unless either party serves the other party with written notice not before one hundred and twenty (120) or less than ninety (90) calendar days prior to the expiration date, of its desire to renegotiate this Agreement.

**Section 3.0** Upon receipt by either party of notice from the other party of its desire to renegotiate this Agreement, both parties shall meet within thirty (30) calendar days in an effort to reach agreement with respect to ground rules for negotiating a new agreement.

**Section 4.0** Any supplementary agreements or amendments to this Agreement that are entered into by the Parties shall become a part of and shall terminate at the same time as this Agreement unless otherwise expressly agreed to in writing by the Parties.

**Section 5.0** If negotiations are not completed by the anniversary date, this Agreement will be automatically extended until a new agreement is negotiated and takes effect.

**Section 6.0** USMEPCOM will provide eight (8) copies of the Agreement to the Union once approved. USMEPCOM will place an electronic copy of the Agreement, any amendments to the Agreement, supplemental agreements, memorandums of agreement/understanding, or any other agreements between the Parties, unless otherwise mutually agreed upon, once approved, on both the Command's external homepage ([www.mepcom.army.mil](http://www.mepcom.army.mil)) and the Command's internal website's homepage. Notification of the placement of the Agreement in the above referenced locations will be provided to current employees via Command Info Message approved by both Parties. Employees hired thereafter will be provided with a copy of the same Command Info Message as part of their on-boarding packet.

## **ARTICLE 2 - RECOGNITION AND COVERAGE**

**Section 1.0** AFGE is recognized by USMEPCOM as the exclusive representative for employees of Headquarters, United States Military Processing Command, Eastern Sector and Western Sector in accordance with the Certification of Representative, Case No. CH-RP-12-0002, approved by the Federal Labor Relations Authority (FLRA) on January 27, 2012.

**Section 2.0** This Agreement covers all employees pursuant to said recognition.

**Section 3.0** Upon request, USMEPCOM, will provide to the Union, to the extent available in an existing automated database, listings of employee names, job titles, series, professional or nonprofessional status, and organization code.

## **ARTICLE 3 - GOVERNING LAWS AND REGULATIONS**

**Section 1.0** This Article sets forth the effect of laws and regulations on this Agreement.

**Section 2.0** In the administration of this Agreement, the Parties shall be governed by (1) all statutes, (2) existing government-wide rules and regulations, as defined in 5 U.S.C. 7101 *et seq.*, and (3) by subsequently prescribed government-wide rules and regulations implementing 5 U.S.C. §2302 (the prohibited personnel practices).

**Section 3.0** Any lawful waivers of the rights given to USMEPCOM or AFGE by the Federal Labor Management Relations Statute, 5 U.S.C. Chapter 71, must be clearly and unmistakably set forth in this Agreement and understood to be waived by both the Union and USMEPCOM.

**Section 4.0** Any prior benefits, practices and/or memoranda of understanding which were in effect on the effective date of this Agreement shall remain in effect unless superseded by this Agreement or in accordance with 5 U.S.C. Chapter 71.

## **ARTICLE 4 - DUES WITHHOLDING**

### **Section 1.0 Purpose**

1.1 Dues withholding from employees shall be administered in accordance with 5 U.S.C Chapter 71, "The Federal Service Labor-Management Relations Statute," as amended and this Agreement.

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

### **Section 2.0 Union Dues**

Employees may authorize the payment of labor organization dues to the Union by voluntarily completing a Standard Form (SF) 1187 "Request for Payroll Deductions for Labor Organization Dues." Information as to which employees elect 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**

3.1 The term "dues" includes regular and periodic dues, fees, and assessments of the exclusive representative of the unit. USMEPCOM shall honor the assignment and make allotments pursuant to the assignment.

3.2 All regular and periodic dues allotments will be processed by the parties in a timely manner.

### **Section 4.0 Allotments (Payroll Deductions)**

4.1 Union members who desire to make an allotment for payment of dues will request such allotments by completing SF 1187. The Union will procure the forms as needed and will make them available to the Union members.

4.2 Completed allotment forms will be submitted to the Union President or other authorized officer who will complete the certification portion of the form. The Union, in turn, will promptly submit all such forms received from employees to HQ USMEPCOM's Civilian Personnel Division for processing.

4.3 Allotments will be effective at the beginning of the 1st pay period following the receipt of a properly completed SF 1187 by HQ USMEPCOM. The Union may contact HQ USMEPCOM for assistance in resolving discrepancies.

4.4 Processing allotments will be made at no cost to the Union or the employee.



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 automatically reinstated upon transfer back into a bargaining unit position.

## **Section 5.0 Payment and Union Dues Deduction Report**

5.1 USMEPCOM will make a remittance to the Union for amounts withheld on a biweekly basis. The remittance will be a single check or electronic funds transfer for the balance of the dues withheld and will be made payable to the Union. The normal means of payment will be electronic funds transfer.

5.2 The payment will be accompanied by a Union Dues Deduction Report containing:

5.2.1 Identification of the Union;

5.2.2 Total amount of the remittance;

5.2.3 Name of employee, date, the amount deducted, and an indication if it is a new allotment;

5.2.4 Names of employees for whom deductions previously authorized were not taken with indication for reason; and

5.2.5 Total number of members for whom dues are withheld.

## **Section 6.0 Changes in Dues Withholding Amounts**

6.1 The Union may change the amount of the Union dues deducted per employee. The Union President or other authorized Union officer shall forward a statement to HQ USMEPCOM Civilian Personnel Division indicating the dues change.

6.2 Such statement must be received ten (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 HQ USMEPCOM Civilian Personnel Division.

## **Section 7.0 Dues Revocation**

7.1 Union members who have authorized Union dues withholding may revoke their payroll deduction of dues once a year on the anniversary date of the first withholding by submitting Standard Form 1188 to HQ USMEPCOM Civilian Personnel Division.

7.2 Members wishing to revoke their payroll deduction must submit an SF 1188, "Cancellation of Payroll Deductions for Labor Union Dues" to the appropriate Union official. The Union will procure the forms as needed and will make them available to the Union members, upon request.

7.3 Upon receipt of the properly completed SF 1188, the Union representative must certify by date and signature or other date stamping device the date the SF 1188 is given to the Union representative. In order to be timely, the SF 1188 must be submitted to the Union between the anniversary date of the effective date of the dues withholding and ten (10) work days prior to the anniversary date. The Union official will, by reference to the Union Dues Deduction Report, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date appears will be entered in Item (6) on the SF 1188 and initialed by the Union official. The SF 1188 will be delivered to the payroll office prior to the close of business of the Friday following the date entered in Item (6).

7.4 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:

7.4.1 Loss of exclusive recognition by the Union;

7.4.2 Separation of the employee for any reason;

7.4.3 Notice to USMEPCOM from the Union that the employee has been suspended or expelled from the membership of the Union;

7.4.4 Transfer, reassignment, or promotion or demotion of an eligible member to a position excluded from the Union's recognition; or

7.4.5 Activation of an employee into active duty military status.

7.5 If USMEPCOM's removal of any employee from dues withholding either (1) is not in compliance with the provisions of this Article; or (2) is based on a belief that the employee's position is outside the bargaining unit, and the Federal Labor Relations Authority determines that USMEPCOM acted improperly; then USMEPCOM will promptly reinstate the employee's dues withholding authorization and make the Union whole for lost income.

### **Section 8.0 Reinstatement of Separated Employee**

If an employee who has been separated by USMEPCOM is reinstated by an arbitrator, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or a court of competent authority, and USMEPCOM is required to make the employee whole, dues withholding will be continued 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 resuming dues withholding. Dues withholding will resume with the effective date of the reinstatement only.

## **ARTICLE 5 - DEFINITIONS**

**Section 1.0** The following words and terms have the meanings given to them for the purposes of this Agreement:

- 1.1 "Agreement" means this collective bargaining agreement.
- 1.2 "Conditions of Employment" means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions.
- 1.3 "Employee" means a bargaining unit employee as described in Article 2, Recognition and Coverage.
- 1.4 "USMEPCOM", "Agency", or "Management" means Headquarters, United States Military Entrance Processing Command, Eastern Sector and Western Sector, located in Great Lakes, Illinois.
- 1.5 "Government" means the Government of the United States of America.
- 1.6 "Grievance" means any complaint 1) by any employee concerning any matter relating to the employment of the employee; 2) by any labor organization concerning any matter relating to the employment of any employee; or 3) by any employee, labor organization, or agency concerning the effect of interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- 1.7 "Official time" means paid time when an employee would otherwise be in a duty status. It is an excusal from an employee's regular duties under the circumstances and conditions set forth in this Agreement.
- 1.8 "Representative", "Agent", or "Spokesperson" means an individual expressly designated and authorized by one of the Parties to speak for and make commitments on behalf of that Party.
- 1.9 "Selective Placement Factors" means knowledge, skills, abilities, or special qualifications that are in addition to the minimum requirements in a qualification standard, but are determined to be essential to perform the duties and responsibilities of a particular position.
- 1.10 "The Statute" means the Federal Service Labor-Management Relations Statute, Public Law 95-454, Title 5 of the United States Code §7101 *et seq* (5 U.S.C. §7101 *et seq.*).

1.11 "Union" means the American Federation of Government Employees, AFL-CIO, Local 725 and its designated representatives and agents.

1.12 "Unit" means the consolidated bargaining unit for which the Union is the exclusive representative within the Agency.

1.13 "Mission Critical" means a task, function, or duty if not timely addressed would result in a significant disruption to the operations of USMEPCOM.

**Section 2.0 Other words and terms used in this Agreement:**

2.1 Where other words or terms are defined in an applicable law or regulation they shall have that meaning.

2.2 Where words or terms are not defined in this Agreement, by applicable law or regulation, they shall have their dictionary meaning (Webster's Unabridged).

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **Section 1.0 Purpose**

This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to set forth the statutory management rights.

### **Section 2.0 Statutory Rights**

2.1 Nothing in this Agreement shall affect the authority of any management official:

2.1.1 To determine the mission, budget, organization, number of employees and internal security practices of USMEPCOM; and

2.1.2 In accordance with applicable laws:

2.1.2.1 to hire, assign, direct, layoff and retain employees in USMEPCOM or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

2.1.2.3 with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source; and

2.1.2.4 to take whatever actions may be necessary to carry out USMEPCOM mission during emergencies.

2.2 Nothing in this Agreement shall preclude USMEPCOM and the Union from negotiating:

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

2.2.2 procedures which management officials of USMEPCOM will observe in exercising any authority under 5 U.S.C. § 7106 and/or this Agreement; or

2.2.3 appropriate arrangements for employees adversely affected by the exercise of any authority under 5 U.S.C. § 7106 and/or this Agreement by such management officials.

### **Section 3.0 Appeal and Grievance Rights**

It is understood that the exercise of such rights shall be subject to appeal and grievance procedures where applicable as prescribed in laws, regulations and policies, and the negotiated grievance procedure provided in this or supplementary agreements.

## **ARTICLE 7 - EMPLOYEE RIGHTS**

**Section 1.0 General** In an atmosphere of mutual respect, USMEPCOM and the Union will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale, efficiency and effectiveness to further the mission of USMEPCOM.

**Section 2.0 Right to Union Membership** In accordance with 5 U.S.C. 7102, each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include:

2.0.1 The right to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of Agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

2.0.2 The right to engage in collective bargaining with respect to conditions of employment through representatives.

### **Section 3.0 Personal Rights**

3.1 All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, gender, sexual orientation, marital status, age, or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

3.2 Managers and employees will deal with each other in a professional manner and with courtesy, dignity, and respect.

3.3 USMEPCOM will make every reasonable effort to conduct, in private, discussions between supervisors and employees concerning criticisms of work, performance problems and disciplinary matters.

3.4 If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that USMEPCOM has knowledge of and can control the situation.

3.5 Management shall not discipline an employee who refuses to obey an order that is found to be unlawful.

3.6 All new employees will be introduced to their directorate personnel and other USMEPCOM staff personnel, as appropriate, during the first thirty (30) days after reporting for duty.

3.7 In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.

### **3.8 Personal Belongings**

3.8.1 USMEPCOM will provide lockable accommodations for the secure storage of appropriate personal belongings for employees.

3.8.2 Employees wishing to file a claim for reimbursement under 31 U.S.C. 3721, in case of personal property loss or damage, can access information on the U.S. Army Claims Service website at <https://www.jagcnet.army.mil/USARCS>. Upon request, USMEPCOM SJA will provide employees with contact information for the U.S. Army Claims Service.

3.8.3 Any search of the accommodations identified in 3.8.1 must be done for good reason and in compliance with applicable laws and regulations. Except in emergency situations, at least two (2) people must be present at any search and one (1) of these will be the affected employee or the Union President/designee.

**3.9 Right to Private Lives** Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination by USMEPCOM except as restricted by laws, regulations or job responsibilities.

### **3.10 Employee's Decision**

3.10.1 An employee's decision to resign or retire, if eligible, shall be made freely and in accordance with prevailing regulations.

3.10.2 If an employee is facing termination, the employee may resign, freely and in accordance with prevailing regulations any time prior to the effective date. The employee may withdraw his or her resignation prior to the effective date.

**3.11 Planning Information** Upon request, USMEPCOM will provide retirement planning guides to bargaining unit employees who are within five (5) years of retirement eligibility. On a semi-annual basis, USMEPCOM will provide all employees with a link to the Army Benefits Center-Civilian website for information on retirement planning and processing. USMEPCOM will also place a link to the website on the Command's intranet.

### **3.12 Employee Amenities**

3.12.1 USMEPCOM will maintain and provide all employees with access to the existing first floor/deck lunch room in building 3400. This meal area should include vending machines and at least two (2) microwaves. The feasibility of adding a sink will be reevaluated by the Parties at mutually agreed upon times. USMEPCOM will



provide a microwave, coffee machine and at least two (2) refrigerators in each directorate for use by all employees of said directorate, unless otherwise mutually agreed upon by the parties on a case-by-case basis.

3.12.2 USMEPCOM will provide a fitness center for use by all employees. This center will be available twenty-four (24) hours, seven (7) days a week, for use by employees during their lunch hours or non-working hours. Within the fitness center, USMEPCOM will provide a two (2) drinking fountains, telephone, First Aid Kit, and safe, up-to-date fitness equipment. USMEPCOM will have this equipment serviced on an annual basis, or more often as necessary.

**Section 4.0 Merit Systems Principles** The Parties endorse the following Merit Systems Principles found in 5 U.S.C. 2301 and agree that they will govern the administration of personnel management at USMEPCOM.

4.1 Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge and skills, after fair and open competition which assures that all receive equal opportunity.

4.2 All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

4.3 Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sector, and appropriate incentives and recognition should be provided for excellence in performance.

4.4 All employees should maintain high standards of integrity, conduct, and concern for the public interest.

4.5 The federal work force should be used efficiently and effectively.

4.6 Employees should be retained on the basis of the adequacy of their performance, inadequate performance should be corrected, and employees should be separated who cannot or will not improve their performance to meet required standards.

4.7 Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.

4.8 Employee's should be:

4.8.1 Protected against arbitrary action, personal favoritism, or coercion for partisan political purposes, and

4.8.2 Prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for election.

4.9 Employees should be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences:

4.9.1 A violation of any law, rule, or regulation, or

4.9.2 Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

**Section 5.0 Prohibited Personnel Practices** The following personnel practices are prohibited as described in 5 U.S.C. 2302:

5.1 Discriminate for or against any employee or applicant for employment on the basis of race, color, religion, sex, age, handicapping condition, marital status, political affiliation or national origin.

5.2 Solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on personal knowledge or records of the person furnishing it and consists of:

5.2.1 An evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or

5.2.2 An evaluation of the character, loyalty, or suitability of such individual.

5.3 Coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment for the refusal of any person to engage in such political activity.

5.4 Deceive, or willfully obstruct any person with respect to such person's right to compete for employment.

5.5 Influence any person to withdraw from competition from any position for the purpose of improving or injuring the prospects of any other person for employment.

5.6 Grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment.

5.7 Appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in, or to, a civilian position any individual who is a relative of such employee, if such position is in USMEPCOM in which such employee is serving as a

public official or over which such employee exercises jurisdiction or control as such and official.

5.8 Take or fail to take or threaten to take or fail to take a personnel action with respect to any employee or applicant for employment because of:

5.8.1 Any disclosure of information by an employee or applicant which the employee or applicant reasonably evidences:

5.8.1.1 A violation of any law, rule or regulation, or

5.8.1.2 Gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

5.8.2 Any disclosure to the Special Counsel, or to the Inspector General of an agency or another employee designated by the head of USMEPCOM to receive such disclosures of information which the employee or applicant reasonably believes evidences:

5.8.2.1 A violation of any law, rule or regulation, or

5.8.2.2 Gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

5.9 Take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of:

5.9.1 The exercise of any appeal, complaint, or grievance right granted by law, rule or regulation;

5.9.2 Testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in subparagraph (1);

5.9.3 Cooperating with or disclosing information to the Inspector General of an agency, or the Special Counsel, in accordance with applicable provisions of law; or

5.9.4 Refusing to obey an order that would require the individual to violate the law.

5.10 Discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness, any conviction of the

employee or applicant, for any crime under the laws of any State, of the District of Columbia, or of the United States.

5.11 Knowingly take, recommend, or approve any personnel action or fail to take, recommend, or approve any personnel action, if the taking of such action would violate a veteran's preference requirement.

5.12 Take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in Section 4 of this Article.

**Section 6.0 Additional Principles** The Union and USMEPCOM further agree to practice the following principles:

6.1 In accordance with federal law and the terms of this Agreement, no employee will be subject to intimidation, coercion, harassment, or unreasonable working conditions as reprisal for legally protected activity, nor shall any employee be used as an example to threaten other employees.

6.2 When employees receive conflicting orders, they should discuss the matter with their immediate supervisor to resolve the conflict. In the case of an emergency, the employee is expected to act with appropriate prudence and responsibility.

6.3 No electronic recording of any conversation between an employee and a management official may be made without mutual consent, except for Inspector General Investigations or other law enforcement investigations conducted by agencies outside of USMEPCOM. When a transcript is made from a recording, the employee will be given the opportunity to review the transcript for accuracy and the employee will be provided a copy of both the tape and the transcript, if any, at the completion of the investigation. Information obtained in conflict with this section will not be used as evidence against any employee. This provision does not apply to the video-taping of training sessions.

6.4 When USMEPCOM approval of outside employment is required, USMEPCOM agrees to approve or disapprove an employee's written request to engage in outside employment, as soon as practicable. Decisions will be made in a fair and equitable manner. The Ethics Counselor or designee will respond in writing and if the request is denied, the reason for doing so will be included. USMEPCOM will only issue denials in accordance with 5 C.F.R. 2635. Outside employment should not negatively affect the employee's conduct or performance at USMEPCOM.

### **Section 7.0 Right to Voice Concerns**

7.1. If the employee wishes to discuss a condition of employment or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time, in accordance with Section 7.3 of this Article.

7.2 Employees shall also have access to management officials on duty time and in accordance with this Section. Employees are encouraged to voice their concern at the lowest level of authority that can effectively correct it. However, employees have the right to communicate with the following:

7.2.1 A supervisor or management official of a higher rank than the employee's immediate supervisor, within the employee's directorate;

7.2.1.1 Should this not result in the employee's satisfaction, the employee may contact a higher rank official outside their directorate.

7.2.2 The Human Resources Office; and

7.2.3 An Equal Employment Opportunity Specialist or Officer and/or an Equal Employment Opportunity Counselor.

7.3 Employees will advise their supervisor of the need to contact the aforementioned. Should a mission critical need preclude the employee's immediate release, the supervisor will advise the employee of the earliest time he/she may leave the work site. The employee will give the supervisor an estimated duration of his/her expected absence and will telephone the supervisor if more time is needed. The employee will not be requested to discuss the substance of the issue with the supervisor.

## **Section 8.0 Right to Representation**

8.1 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. The employee will be released from duties when she/he requests to exercise this right from a supervisor in the employee's supervisory chain, unless there is a mission critical need. In those cases, the supervisor will advise the employee of the earliest time he/she may leave the work site. The employee will give the supervisor an estimated duration of his/her expected absence and will telephone the supervisor if more time is needed. The employee will not be requested to discuss the substance of the issue with the supervisor.

8.2 The Union shall be given the opportunity to be represented at any examination (i.e., questioning) of an employee by a representative of USMEPCOM in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action against the employee and the employee requests representation. If an employee requests a representative, no further questioning will take place until the representative is present. USMEPCOM shall inform employees in writing of their above stated rights, also known as "Weingarten rights," in January, May and September of each year.

8.3 Consistent with 5 U.S.C. 71, USMEPCOM will not communicate directly with employees regarding conditions of employment in a manner that will improperly bypass the Union under law.

8.4 Consistent with 5 U.S.C. 7114(a)(2)(A) and Article 30 of this Agreement, as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of USMEPCOM and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions or any personnel policy or practices or other general condition of employment.

8.5 Except for grievances submitted under Article 32 of this Agreement, Grievance Procedure, employees may be represented by an attorney or any other representative of their choosing, provided there is no conflict of interest. In a grievance submitted under Article 32 of this Agreement, the employee may choose to represent him or herself, or be represented by a representative designated by the Union. The Parties affirm that only the Union can invoke arbitration on behalf of an employee or matters related to the CBA.

**Section 9.0 Participation in Voluntary Activities** Employees have the right to participate or decline to participate in the Combined Federal Campaign, blood donor drives, bond campaigns, and similar worthy causes on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to take part in such activities. However, USMEPCOM will not require or coerce employees to invest their money, donate to charity, or otherwise participate in these activities. Participation or non-participation will not be used to advantage or disadvantage employees.

#### **Section 10.0 Right to Debt Collection**

It is recognized that all employees are expected to pay promptly all just financial obligations. Employee garnishments will be processed in accordance with the provisions of 5 C.F.R. Parts 581 and 582. USMEPCOM agrees to hold in confidence any and all debt notices and in the event of a dispute between an employee and a private individual or firm with respect to an alleged debt or financial obligation, where the debt is not acknowledged by the employee or reduced to a judgment, USMEPCOM will not act as an arbitrator nor will USMEPCOM take any action against the employee which is not directly related to the debt. This provision does not apply to debts against the United States of America which are considered a just obligation upon presentation to the employee, or to debts incurred on credit cards issued to the employee for use in Official Government business.

#### **Section 11.0 Timely and Accurate Compensation**

11.1 Employees are entitled to timely receipt of all compensation earned by them for the applicable pay period. USMEPCOM 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 Department of Treasury rules and regulations.

11.2 USMEPCOM will ensure that employees' Leave and Earning Statements are handled in a confidential manner.

11.3 If an employee fails to receive his or her pay on the established payday, USMEPCOM will, at the employee's request and upon verification, submit a remedy ticket for special payment. A remedy ticket will be submitted not later than twenty-four (24) hours following the employee's request, except in extraordinary circumstances.

## **Section 12.0 Right to Notice of Benefits**

12.1 USMEPCOM will provide sufficient advance written notice informing employees of the following:

12.1.1 Notice of Thrift Savings Plan Open Season;

12.1.2 Notice of Federal Employee Health Benefits (FEHB) Open Season with link to current list of FEHB providers;

12.1.3 Timely notice of discontinued service by an FEHB provider;

12.1.4 Notice of any open seasons for Federal Group Life Insurance, and conversion for other pension systems, etc.

12.2 Employees in a non-pay status may remain covered by the FEHB program in accordance with applicable law and regulations.

## **Section 13.0 Whistleblower Protection**

Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information, which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to health or safety.

## **ARTICLE 8 - TRAINING AND CAREER DEVELOPMENT**

### **Section 1.0 Purpose and Intent**

1.1 USMEPCOM and the Union agree that the training and development of employees is of critical importance in carrying out the mission of USMEPCOM. The Parties recognize that training can significantly benefit employee morale and productivity. The term "training" is defined in 5 U.S.C. § 4101(4) as " the process of providing for and making available to an employee, and placing or enrolling the employee in, a planned, prepared, and coordinated program, course, curriculum, subject, system, or routine of instruction or education, in scientific, professional, technical, mechanical, trade, clerical, fiscal, administrative, or other fields which will improve individual and organizational performance and assist in achieving the agency's mission and performance goals."

1.2 Training is a function of USMEPCOM and it recognizes its continuing responsibility to have a well-trained workforce. Employee training and development will be administered in accordance with all applicable laws, rules, regulations, and the provisions of this Agreement.

1.3 The Parties agree that there may be reorganization, technological changes, RIFs, or other major actions which could have an impact on job security. In recognition of this, USMEPCOM will make every effort to provide training which would allow employees to move into existing or projected vacancies, consistent with budget and staffing restrictions.

1.4 Nothing in this section is intended to interfere with applicable merit promotion requirements.

1.5 Subject to the availability of funds, USMEPCOM will provide training and development opportunities for its employees as required to accomplish its mission and to assist employees in developing their skills and knowledge for performance of official duties when beneficial to the employee and USMEPCOM. USMEPCOM will consider the established Career Program (CP) requirements and training offerings, if available, for established career areas as provided by the Department of Army.

1.6 If a training opportunity is limited or more employees request participation than what the training can accommodate, the final determination will be made by management upon the following considerations:

1.6.1 Relation of the specific training course to the employees' assigned duties;

1.6.2 The employee's need or anticipated need for training in the current job assignment;

1.6.3 Whether the employee has previously taken the same training course;



1.6.4 The employee's individual development plan and the available equivalent courses;

1.6.5 Mission requirements and availability of funds; and

1.6.6 Seniority of the employees.

1.7 Subject to the considerations identified in the preceding sections, USMEPCOM agrees to develop and maintain progressive programs, policies and strategies designed to enhance job skills and knowledge to:

1.7.1 Aid employees in improving their performance in their current positions and in new or changed positions resulting from internal organizational and technological changes;

1.7.2 Provide an internal pool of qualified candidates for consideration for potential future vacancies.

1.7.3 Provide general career mobility opportunities.

1.8 In planning training, USMEPCOM will consider and attempt to utilize various training methods based on the recognized differences in employee learning styles.

1.9 All face-to-face USMEPCOM provided training will be conducted by personnel who are trained and qualified to provide such training.

1.10 USMEPCOM shall, to the maximum extent practical, ensure the scheduling of training and education (over which USMEPCOM has administrative control) so that it occurs during the normal workweek, including travel to and from training.

1.11 Employees may be granted variations within the normal workweek including leave without pay and absence without charge to leave for training when the primary objective of the training is to improve the employees' general skills, knowledge, and abilities, or career growth and is of mutual benefit to the employee and USMEPCOM.

1.12 Should an employee's nomination for training be disapproved for lack of resources, the employee may be re-nominated as funds later become available, and the nomination will be given first consideration in chronological order of disapproval.

1.13 Upon completion of training, employees will, if possible, update their training record in their eOPF (electronic Official Personnel File). In the event employees are unable to update their eOPF, USMEPCOM will ensure that all approved and completed training, including any record of training and educational achievements completed outside USMEPCOM which employees furnish to J-1 or their CPAC representative(s), is recorded in employees' eOPF within thirty (30) work days of receipt of documentation.

1.14 Appropriate training will be provided to all employees whose positions are abolished or re-engineered as a result of reorganization, change in mission, budget priorities, work elimination, introduction of new duties, transfer of work, or implementation of new technology, if adversely impacted employees are to perform new or altered duties.

1.15 To the extent USMEPCOM has established or establishes in the future a condition of employment that requires employees become or remain members of particular professional societies or organizations, USMEPCOM will reimburse employees for their dues, subject to the availability of funds and in accordance with government-wide rules and regulations.

## **Section 2.0 Training Costs**

2.1 USMEPCOM will pay all official training related expenses, including tuition and travel, in connection with training approved by USMEPCOM to perform the duties of an employee's current position or a position to which an employee has been assigned.

2.2 Depending on the availability of funds and training priorities, USMEPCOM will also pay appropriate expenses for approved work-related training that will:

2.2.1 Improve an employee's ability to perform his/her current job or a USMEPCOM job the employee has been selected to fill through merit promotion; or

2.2.2 Increase an employee's knowledge or skills in connection with career growth or advancement opportunities.

2.3 Approval of any other training may also be contingent upon an agreement by the employee to share any costs with USMEPCOM.

2.4 The Agency may reimburse employees' appropriate costs associated with the pursuit of an academic degree in accordance with 5 U.S.C. 4107.

## **Section 3.0 Training Facilities**

USMEPCOM will provide training and educational facilities, subject to financial resources, to assist employees in career development in present or prospective assignments.

## **Section 4.0 Career Ladders**

USMEPCOM will provide employees with the training necessary to allow them upward mobility in their career ladder, in accordance with Section 1.0 of this Article.

## **Section 5.0 Automated Systems**

USMEPCOM shall provide for access and assistance to employees in the use of any and all automated systems required in conjunction with the performance of their official duties or

any approved training. Upon request, the supervisor shall provide guidance and/or assistance in accessing and utilizing all automated systems.

### **Section 6.0 Time and Equipment for Continuing Education**

With supervisory approval, employees are encouraged and may use USMEPCOM'S IT automation to enroll in and take electronic courses on duty time.

### **Section 7.0 Reassignments and New Assignments**

When employees are reassigned to new positions or assigned new duties in connection with their current positions, USMEPCOM will provide the training necessary to enable employees to perform all required duties.

### **Section 8.0 Scheduling Training**

When training required by USMEPCOM is conducted during an employee's regularly scheduled work hours, he/she will attend on duty time.

### **Section 9.0 Training Information**

9.1 USMEPCOM shall inform employees, at least annually, about known training opportunities, policies, and nomination procedures. Upon request, USMEPCOM will advise individual employees of training opportunities that meet identified educational or career objectives.

9.2 USMEPCOM will provide links to information about training courses, programs, and seminars conducted or sponsored by the DoD or available from some other source. These links shall be accessible to employees and publicized in such a way as to provide adequate notice to interested employees.

### **Section 10.0 Notification**

Employees will be notified of approval or disapproval of training requests as soon as possible but in every case, no later than three (3) working days prior to the starting date of the training. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities. If not selected for training, the employee will be notified, in writing, of the reasons.

### **Section 11.0 Training Committee**

11.1 Because of the partnership sought by USMEPCOM and the Union, the Parties will meet quarterly to discuss training methodologies, training and career development needs,

education and communication, efficacy of training initiatives, and other related training issues.

11.2 The Training Committee is a recommending body that will use consensual decision making to address issues. It will submit joint recommendations to Commander, USMEPCOM.

11.3 The Training Committee will be composed of the members of the Labor Management Committee. A subject matter expert/participant may be invited by each party.

11.4 Establishment of the Training Committee is not a waiver of the Union's statutory rights to information, consultation, or negotiations pursuant to 5 U.S.C. 71. The Union reserves the right to request information and negotiations on issues impacting conditions of employment.

## **ARTICLE 9 - POSITION DESCRIPTION AND CLASSIFICATION**

### **Section 1.0 General**

1.1 Affected employees and the Union will be provided timely notice of personnel management evaluations conducted by either USMEPCOM or any other agency that will involve classification audits of employees.

1.2 While classification audits are in process, USMEPCOM will not reassign duties if the primary purpose of the reassignment is to avoid reclassification of the position.

1.3 Employees shall have the right to Union representation in all phases of the classification process, including reviews and audits, covered by this Agreement.

1.4 USMEPCOM will notify the Union in writing as soon as possible when substantive changes will be made in the duties and responsibilities of positions held by employees due to reorganization, or when changes in position classification standards result in classification changes, or for any other reason that changes will be made in position classification standards that could result in classification changes.

1.5 USMEPCOM will apply newly issued OPM classification and job grading standards within a reasonable period of time. The Union will be provided with copies of new standards. Current standards will be provided upon request.

1.6 Upon request, USMEPCOM will provide the Union with copies of all USMEPCOM guidance provided to OPM in connection with any classification standards or appeals for bargaining unit positions.

1.7 USMEPCOM will consider the Union's oral or written views concerning occupational classification standards or appeals for bargaining unit positions when making recommendations to the Office of Personnel Management and will notify the Union, in like manner, of any action taken.

### **Section 2.0 Position Descriptions**

2.1 All employees are entitled to a complete and accurate position description, which meets the Department of Defense standards of adequacy and clearly and concisely states the major and grade controlling duties, responsibilities, and supervisory relationships of the position, to provide information necessary to properly classify the position as to title, series, and grade. This will be provided to the employee at the time of assignment and upon request.

2.2 Each position covered by this Agreement must be current and accurately described, in writing, and classified to the proper occupational title, series, code, and grade in

accordance with OPM and USMEPCOM regulations.

2.3 All position descriptions for USMEPCOM are located at the web site [www.cpol.army.mil](http://www.cpol.army.mil) under the FASCLASS tool. Copies of an employee's position description are obtained from FASCLASS by the supervisor and provided to the employee.

2.4 Current position descriptions for bargaining unit positions will be provided to the Union, monthly and upon request. Upon written request to the CPD Chief in J-1, USMEPCOM will provide the Union with employee names and their current PD numbers. The Union can utilize this information to access PDs in FASCLASS.

2.5 The Union will be provided the opportunity to review proposed changes in bargaining unit position descriptions and copies of updated and new bargaining unit position descriptions and make recommendations and present evidence concerning the adequacy and equity of bargaining unit position descriptions. The Union will be given fifteen (15) work days to review the proposal and offer comments.

2.6 Whenever an existing bargaining unit position description is amended or new descriptions for employees are developed, USMEPCOM will provide copies of the amended or new descriptions to the Union and affected employees ten (10) working days in advance of the proposed implementation.

2.7 The phrase "other related duties as assigned" and other phrases having similar meaning as used in position descriptions, , will not be used to regularly assign work to an employee that is not reasonably related to the duties listed in the position description. Any review or audit will be conducted in accordance with Article 9, Section 3.

2.8 If an employee has a question concerning his/her classification or position description, he/she is entitled to discuss his/her position description with his/her supervisor. If the employee wishes to pursue the matter further, he/she may request a review or audit as provided for in Section 3 of this Article, file a grievance as appropriate, or file a classification appeal in accordance with Section 6 of this Article and 5 C.F.R. Part 511, Subpart F. Prior discussion with a USMEPCOM official is not required before an employee either requests a review or audit or files a grievance or classification appeal.

### **Section 3.0 Reviews and Audits**

3.1 Reviews may occur by request of an employee or the Union or at the discretion of USMEPCOM. Employees may request a review by notifying the Civilian Personnel Division (CPD) Supervisor and the employee's supervisor. Upon such notification, USMEPCOM will acknowledge receipt of the request and forward it to CPAC within three (3) work days. The CPD Supervisor will forward the request to the CPAC Classification Specialist to review the employee's position description and verify whether it has been classified correctly.

3.2 Position audits may occur by request of an employee or the Union or at the discretion of USMEPCOM. Employees may request a position audit by notifying the Civilian Personnel

Division (CPD) Supervisor and the employee's supervisor. Upon such notification, USMEPCOM will acknowledge receipt of the request and forward it to the CPAC within three (3) work days. The CPD Supervisor will forward the request to the CPAC Classification Specialist to review the employee's current position description and discuss (via telephone or in person) with the employee and his/her supervisor the accuracy of the description, any additional duties or responsibilities and why a different classification may be warranted. The Specialist will consider verbal and written input from the employee and his/her supervisor with regard to the position.

3.3 Desk audits may be initiated by the CPAC or requested by an employee's supervisor/J-1. The Parties recognize that desk audits are one of the surest ways to achieve the most complete understanding of a position, therefore, supervisors should fully consider an employee's desire for a desk audit. The supervisor/J-1 will submit the request to the CPAC Classification Specialist. The Specialist will meet with the employee and his/her supervisor to discuss the accuracy of their position description, any additional duties or responsibilities and why a different classification may be warranted. The Specialist will observe what the employee does, work being done, the tools and equipment used and examples of work product. The Specialist will consider verbal and written input from the employee and his/her supervisor with regard to the position.

3.4 An employee(s) who is the subject of an audit, and the Union, will be provided timely notice by USMEPCOM prior to the audit. Notices will identify the employee(s), position, the reason the audit is being conducted, and propose a date and time for the audit.

3.5 During an audit, the employee and the Union may discuss the audit with the employee's supervisor and other involved USMEPCOM officials (e.g., Human Resources staff). Upon completion of the audit, the CPAC Specialist will provide a written decision to the employee, his/her supervisor and the Union.

3.6 As appropriate, desk audits will be performed at the employee's work station.

3.7 When a position audit is conducted it will be completed within thirty (30) work days of the Union or employee request. This time frame may be extended by mutual consent. When a desk audit is conducted it will be completed as soon as practicable.

#### **Section 4.0 New Classifications**

4.1 Classification decisions for bargaining unit positions rendered by USMEPCOM or OPM having the effect of establishing a grade level that did not exist before within an occupation will be forwarded by USMEPCOM to the Union with the basis for that decision.

4.2 A promotion resulting from the application of a new classification standard or correction of a classification error will normally be effected no later than the beginning of the second pay period following a management decision to promote the incumbent(s), provided he or she meets any applicable qualification, performance, or other requirements for the position in questions.

## **Section 5.0 Downgrades**

5.1 An employee whose position is reclassified to a lower grade which is based in whole or in part on a classification decision is entitled to a prompt written notice from USMEPCOM. This notice will be issued to affected employees within seven (7) work days of the decision. This includes employees who are eligible for retained grade or pay. The notice will explain:

5.1.1 The reasons for the reclassification action;

5.1.2 The employee's right to appeal the classification decision to USMEPCOM (if USMEPCOM has an established appeals system and it has the authority to review the classification decision), or to OPM as provided by regulations, if such appeal has not already been made;

5.1.3 The time limits within which the employee's appeal must be filed in order to preserve any retroactive benefits under 5 C.F.R. 511.703; and

5.1.4 Any other appeal or grievance rights available under applicable law, rule, regulation, or this Agreement.

5.2 For a downgraded position, the employee's pay and grade will be maintained in accordance with law and regulations.

5.3 Employees who have been downgraded as a result of a classification action while serving under a career or career-conditional appointment (or one of equivalent tenure) shall be entitled to priority referral through the CPAC's Special Candidate Tracker (SCT) for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion under Article 10, Merit Systems. Such employees shall be entitled to priority referral and consideration only to vacancies for which the downgraded employee is qualified up to the grade level or the equivalent level of the position from which downgraded.

5.3.1 The employee shall receive written notification of their placement in the SCT. The employee shall remain in the SCT until such time that they are placed at the grade from which downgraded or upon declination of a valid offer.

5.4 The impact of any notice of downgrading a bargaining unit position will be negotiated with the Union prior to implementation, in accordance with Article 34, Mid-Term Bargaining.

## **Section 6.0 Classification Appeals**

6.1 Employees may appeal classification decisions that result in a reduction in their grade or pay through Article 32, Grievance Procedure, or through the administrative process provided for under 5 C.F.R. 511.101 et seq. Other classification disputes concerning the



establishment or change the title, series, grade, or pay system of a position will be processed under 5 C.F.R. Part 511, Subpart F.

6.2 Employees or their designated representative may file an appeal with OPM to challenge either the appropriateness of the occupational series or grade of the employee's position or the inclusion under or exclusion of their position from Chapter 51 of Title 5 U.S.C. by either USMEPCOM or OPM. However, employees who suffer reductions in grade or pay in part or wholly because of reclassification may opt to resolve disputed classification issues through Article 32, Grievance Procedure.

6.3 Classification appeals will be processed in accordance with 5 C.F.R. Part 511, Subpart F, for General Schedule employees; 5 C.F.R. Part 532, Subpart G, for Federal Wage System employees; applicable USMEPCOM rules; and the provisions of this Agreement, as appropriate. USMEPCOM will provide employees and their designated representatives with copies of procedures for filing classification appeals through USMEPCOM and OPM channels upon request.

## **ARTICLE 10 - MERIT SYSTEMS**

### **Section 1.0 Purpose**

The purpose and intent of this Article are to ensure that merit promotion principles are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria.

**Section 2.0 Actions Covered By Competitive Procedures** In accordance with 5 C.F.R. 335.103, competitive procedures will apply to the following types of personnel actions:

2.1 Promotions, except those listed in Section 3.0 of this Article.

2.2 Temporary promotions for more than one hundred and twenty (120) calendar days.

2.3 Details over one hundred and twenty (120) calendar days to higher graded positions or to positions with known promotion potential greater than the employee's present position.

2.4 Selection for training required for promotion.

2.5 Selection for positions that provide specialized experience needed for promotion.

2.6 Reassignment or demotion to a position with greater promotion potential than the position last held. Exceptions are actions permitted by reduction-in-force regulations and reassignment of an intern or trainee as part of the training and development plan.

2.7 Transfer to a higher-grade position never previously held.

2.8 Reinstatement to a permanent or temporary position at a higher grade level than previously held in a non-temporary position in the competitive service.

**Section 3.0 Actions not Covered by Competitive Procedures:** In accordance with 5 C.F.R. 335.103, competitive procedures will not apply to the following personnel actions which are exceptions to Section 2.0 above:

3.1 Career ladder promotions are permitted when an employee is appointed or assigned to any grade level below the established full performance level of the position (i.e. the position has a documented career ladder and promotion potential). These promotions may be made non-competitively for any employee who entered the career ladder by:

3.1.1 Competitive procedures;

3.1.2 Competitive appointment from a certificate of eligibles (through OPM or

delegated examining authority); or

3.1.3 Non-competitive appointment under special authority; e.g. conversion of Pathways Program student or Federal Career Intern, appointment of former ACTION Volunteers or Peace Corps personnel (must clear ICTAP through an announcement), conversion of a Veterans Readjustment Act (VRA) appointee and Presidential Management Fellows.

### 3.2 Promotion Based on Reclassification when:

3.2.1 No significant change occurs in the duties or responsibilities of the position and the position is upgraded due to issuance of a new classification standard, an updated Agency-wide classification policy or the correction of a classification error; or

3.2.2 The position is upgraded due to accretion of additional duties and responsibilities and the following provisions are met:

3.2.2.1 The employee continues to perform the same basic functions in the same organization, working for the same supervisor (the duties of the former position are absorbed into the new position, and the former position is abolished);

3.2.2.2 The new position has no promotion potential;

3.2.2.3 The additional duties and responsibilities assigned or accrued by the incumbent do not adversely affect or impact other positions/personnel;

3.2.2.4 The accretion is supported by a written analysis of the position (which may involve an audit with the employee and/or the employee's supervisor, or other fact gathering method); and

3.2.2.5 The employee received an overall rating of at least Fully Successful on his/her most recent annual performance appraisal.

### 3.3 Permanent Promotion to a position held under a temporary promotion when:

3.3.1 The assignment was originally made under competitive procedures; and

3.3.2 It was known to all competitors at the time that the assignment may lead to a permanent position.

3.4 Temporary Promotion of an employee for less than one hundred and twenty (120) days; or for more than one hundred and twenty (120) days to a grade level previously held on a permanent basis, unless the employee was demoted for reason related to performance or misconduct.

3.5 Placement as a Result of Priority Consideration when the referral is a remedy based on an approved request for missed consideration, i.e. candidate was not given proper consideration in a previous competitive selection action.

3.6 Reduction in Force Placements permitted by procedures in 5 C.F.R. 351.

3.7 Promotion to a Grade Previously Held on a permanent basis in the competitive service, from which the employee was separated or demoted for other than performance or conduct reasons.

3.8 Promotion, Reassignment, Demotion, Transfer, Reinstatement, or Detail to a Position Having No Higher Promotion Potential than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service and did not lose because of performance or conduct reasons.

3.9 Selection from the Re-employment Priority List at the same or lower grade level than the position from which separated.

3.10 Reinstatement to any Position if a career or career conditional employee who served under a career SES appointment consistent with 5 C.F.R. 335.103(c)(3).

3.11 Placement or Promotion as a Legal Remedy as ordered or agreed upon in a legal or administrative proceeding.

3.12 Details for one hundred and twenty (120) days or less to a higher graded position or to a position with known promotion potential.

#### **Section 4.0 Temporary Promotions**

4.1 Employees will not be detailed or temporarily promoted to higher graded positions for more than a cumulative total of one hundred and twenty (120) calendar days during any twelve (12) month period without the use of competitive procedures.

4.2 Temporary promotions for qualified and eligible employees will take effect no later than the thirty-first (31<sup>st</sup>) day that an employee is assigned to perform the duties of a higher graded job. This includes an employee who has been officially detailed to a higher graded position for thirty (30) consecutive days or an employee who has been assigned and performed all the duties of a higher graded position for thirty (30) consecutive days.

4.3 Details to higher grades will not be interrupted for the purpose of avoiding temporary promotions on the thirty-first (31<sup>st</sup>) day.

#### **Section 5.0 Priority Consideration Before Using Competitive Procedures**

5.1 Employees who are involuntarily demoted in USMEPCOM for reasons other than

performance or misconduct or who are in grade retention status are entitled to consideration for re-promotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

5.2 An employee who would have been referred but was not given proper consideration in a previous competitive placement action, must be given advanced consideration for the next vacancy which becomes available in the same series and grade as the position denied. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of advance consideration, the employee is promoted or reassigned noncompetitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the advance consideration.

5.3 The selecting official must justify in writing any non-selection under this section.

### **Section 6.0 Scope of Competition**

6.1 Each vacancy will be advertised in a geographic/organizational area large enough that a reasonable number of highly qualified candidates may be anticipated and given an opportunity to compete.

6.2 USMEPCOM will consider the use of an area of consideration limited to the local commuting area prior to opening competition to all sources.

### **Section 7.0 Vacancy Announcements**

7.1 All vacancies and training within the bargaining unit, which require competitive procedures in accordance with this Article, will be announced and posted on USMEPCOM bulletin boards and electronically on the USMEPCOM's website in addition to USAJOBS.

7.2 Vacancy announcements will include:

- 7.2.1 Statement of nondiscrimination;
- 7.2.2 Announcement number and posting and closing dates;
- 7.2.3 Position title(s), series and grade(s);
- 7.2.4 Number of anticipated vacancies to be filled;
- 7.2.5 Area of Consideration;
- 7.2.6 Test to be used, if any;

7.2.7 Description of promotion potential, if any;

7.2.8 All selective placement factors;

7.2.9 Each factor/question used to determine the basic eligibility and/or best-qualified candidates will be included on each announcement;

7.2.10 Geographic and organizational location;

7.2.11 Whether or not relocation expenses will be paid;

7.2.12 Summary of the duties of the position;

7.2.13 Summary of eligibility and qualification requirements;

7.2.14 Permanent or temporary nature, and, if temporary, the duration and if the promotion may be made permanent;

7.2.15 Telephone number and email of the point of contact for information relating to the announcement;

7.2.16 Special working conditions, such as tour of duty, travel requirements, expected overtime, etc;

7.2.17 A statement that the position is in the AFGE bargaining unit;

7.2.18 The different levels at which the position may be filled if it is a multiple-level announcement;

7.2.19 Additional specific information relevant to the evaluation of the candidates, e.g., writing samples, portfolios;

7.2.20 A statement as to whether the position is subject to drug testing;

7.2.21 A statement as to whether the position is considered "essential" for purposes of reporting to work when the facility might otherwise be closed; and

7.2.22 A statement if the position is sensitive and if the appointment is subject to reappointment investigation.

7.3 Vacancy announcements will be open for a minimum of ten (10) work days.

7.4 Open and continuous announcements and announcements for standing registers may be used.

7.5 If a vacancy announcement has been posted and any material information is later found

to be in error or subsequently changed, i.e., area of consideration, duty station, grade change, career ladder of the position, or if there is a change in the factors by which the candidates will be evaluated, the position should be advertised under a new announcement. Posting time and distribution shall be the same as the original vacancy announcement. USMEPCOM will notify all current employees via email of each announcement cancellation due to amendment and that a new announcement will be made. A subsequent email notification will be made when the new announcement is advertised citing the nature of the amendment and the original announcement number.

## **Section 8.0 Employee Applications**

**8.1 Filing an Application.** To be considered for a vacancy, an employee must sign and submit the appropriate application as described in the announcement.

**8.2 Electronic Application.** To be used when USMEPCOM uses electronic applications.

8.2.1 USMEPCOM will give employees access and instructions so they may use Agency computers to complete automated applications under this Article during non-duty hours.

8.2.2 USMEPCOM will provide all employees with information on how to file for a vacancy and how to complete the appropriate form(s). This information may be provided through training sessions.

**8.3 The time limits for filing for a posted vacancy are as follows:**

8.3.1 **Open and Continuous Announcements.** An employee may file at any time as outlined on the vacancy announcement.

8.3.2 **Individual Announcements**

8.3.2.1 In those instances where only electronic applications are utilized, the closing date reflected on the vacancy announcement will be the acceptance deadline.

8.3.2.2 In those instances where employees are permitted to mail in their applications, they must be postmarked by the closing date shown on the vacancy announcement.

**8.4** When an employee applies for more than one announcement, full consideration will be given for each vacancy applied for, regardless of selection to one or more vacancies.

## **Section 9.0 Establishment of Referral List**

**9.1** To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and selective placement factors

identified as essential for successful performance within thirty (30) calendar days after the closing date of the announcement or thirty (30) calendar days from the referral from a standing register.

9.2 Assessment criteria used to evaluate candidates must be fair, job related, and applied equitably.

9.3 A job analysis must be conducted by Civilian Personnel Advisory Center (CPAC) in coordination with the selecting official to determine the competencies required for the position. This may include the knowledge, skills, abilities, and other characteristics and (if applicable) selective factors required to identify the best-qualified candidates for the position to be filled. Job analysis requirements shall conform to the Uniform Guidelines on Employee Selection Procedures at 29 C.F.R. 1607 and 5 C.F.R. 300, Subpart A.

9.4 Based on the job analysis, CPAC will create a vacancy announcement in accordance with Section 7.0 of this Article.

9.5 Candidates will be ranked based on the scores derived from their occupational questionnaires. The resumes of ranked candidates will be reviewed to validate qualifications for the position in descending order from the top score.

9.6 The CPAC will construct a referral list that will provide the selecting official with an appropriate number of qualified candidates from which a selection can be made. CPAC will not release the name of any candidate until an appropriate number of candidates for referral has been agreed upon by the CPAC and the selecting official. The candidates on the referral list will be ordered alphabetically by last name.

## **Section 10.0 Selection Procedures for Bargaining Unit Positions**

10.1 An evaluation panel, as described below, will be utilized in all hiring actions.

10.2 Subject to the following conditions, evaluation panel members:

10.2.1 will be at or above the grade level of the position being filled unless a SME is required and not available at or above the grade level of the position;

10.2.2 should know the requirements of the position being filled;

10.2.3 may not be applicants for the position;

10.2.4 should not be in the direct line of supervision of the job to be filled; and

10.2.5 must not be related by blood, adoption, or marriage to any applicants considered for the position, or selecting official.

10.3 Panels will consist of three (3) members, as follows:



10.3.1 The selecting official;

10.3.2 An employee chosen by the selecting official; and

10.3.3 A member from outside the directorate in which the vacancy exists.

10.4 The Evaluation Panel will:

10.4.1 Receive the referral list, resumes and any other documentation provided by the CPAC;

10.4.2 Develop the evaluation criteria and assign relative numerical weight for each criterion;

10.4.3 Review the referral list, resumes and any other documentation provided by the CPAC;

10.4.4 Apply the evaluation criteria to each packet in order to calculate a total score for each candidate;

10.4.5 Meet to determine an overall score for each candidate by adding the total scores of each panel member; and

10.4.6 Rank the candidates from highest to lowest based on overall score.

10.5 The selecting official, after considering the results of the evaluation panel, will determine whether to conduct interviews.

10.6 When interviews are not conducted for a position, the Selecting Official must make a selection from among the top twenty (20) percent of ranked candidates, based on overall scores, or among the top five (5) candidates, whichever number is greater. In the event interviews are conducted for a position, the number of candidates to be interviewed will be determined by the evaluation panel based on majority vote.

10.7 Regardless of the number of candidates to be interviewed, interviews will be offered in descending order of the evaluation panel's overall scores.

10.8 Interview Panel procedures:

10.8.1 The Interview Panel members will be the same as the Evaluation Panel, unless otherwise mutually agreed upon by the Parties.

10.8.2 The order and method of candidate interviews will be determined by the Panel.

10.8.3 The Interview Panel will determine a uniform list of valid job-related questions to be asked during each candidate's interview. Relative point values will be assigned to each interview question.

10.8.4 Panel members will independently score each candidate based on their answers to each interview question.

10.8.5 Panel members will meet to discuss the candidates and determine an overall score for each candidate by adding the total scores of each panel member.

10.8.6 Panel members will rank the candidates from highest to lowest based on overall score.

10.8.7 The Selecting Official will either make a selection from amongst the candidates interviewed or will reconvene the Panel to determine whether more interviews are required.

10.9 The panel's working notes will be made a part of the selection package and maintained by the Selecting Official. The notes will serve as reference material to document the process by which the hiring action was conducted.

10.10 The Panel's actions will be treated confidentially and in accordance with the Privacy Act.

10.11 When requested by the Union, a written rationale of the selection(s) or decision not to fill will be provided. If a rationale is prepared, it will be made a part of the promotion file.

10.12 A selecting official will normally render a decision within one (1) pay period of receipt of the panel's recommendation, whether or not interviews are conducted. When a decision has been made, the selecting official will notify the CPAC who will review the selection. The staff of the CPAC will make official notification to the selectee. The CPAC representative will answer any questions and arrange for the appropriate start date. The selecting official will be responsible for notifying the Union of the selection.

10.13 The CPAC will work with program officials to establish mutually agreeable release dates based on mission and program requirements. Normally, an employee will be released no later than one (1) complete pay period for promotions, following the selection. When local workforce and program conditions permit, an employee will be released no later than two (2) complete pay periods for reassignments, following the selection.

## **Section 11.0 Employee Information**

11.1 Upon request to the Selecting Official, an employee who is referred for a position at USMEPCOM will be provided the following information for each vacancy applied for:

11.1.1 What points were awarded in each category;

11.1.2 Employee's relative standing in numerical listing;

11.1.3 The name of the employee selected for the vacancy;

11.1.4 Reason employee was not selected; and

11.1.5 In what areas, if any, they can improve to increase their chances for future selection to the position in question.

11.2 The Selecting Official will provide the information in this section in a reasonable period of time. The Selecting Official will not discuss the selection action until after the CPAC has reviewed the selection and notified the Selecting Official that an offer may be made to the selectee(s).

## **Section 12.0 Career Ladder**

12.1 It is the policy of the USMEPCOM to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers.

12.2 Employees in career ladder positions will be given maximum opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will discuss the job requirements and expectations for the employee to reach the next higher level. The supervisor will hold these discussions at each level of the employee's progression within the career ladder.

12.3 Career ladders are not automatic; an acceptable level of performance must be demonstrated for progression. Employees in career ladders will clearly demonstrate the ability to perform at the next higher grade level before being promoted to the next grade in the career ladder. Once the promotion has been made, supervisors will assign work at the new grade level.

12.4 At the time an employee meets time-in-grade and any other legal promotion requirements, the supervisor will make a decision to promote or not to promote. This decision will be made in a timely manner. The decision, with rationale, will be put in writing and discussed with the employee.

12.5 The supervisor will periodically provide feedback to the employee about their performance in the career ladder position.

12.6 Employees not meeting the criteria for promotion will be counseled by their supervisor in writing regarding areas needing improvement before the promotion can be effected in accordance with applicable law, rules, or regulation.

### **12.7 Promotion Eligibility**

12.7.1 At the time the employee reaches his or her earliest date of promotion eligibility, USMEPCOM will decide whether or not to promote the employee.

12.7.1.1 If an employee is certified as successful and is meeting the promotion criteria in the career ladder plan, USMEPCOM will certify the promotion which will be effective at the beginning of the first pay period after the requirements are met. In the event that the employee met the promotion criteria, but the appropriate management official failed to initiate the promotion timely, the promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.

12.7.1.2 If an employee is not meeting the criteria for promotion, the employee will be provided with a written notice at least sixty (60) days prior to the earliest date of promotion eligibility. If the supervisor identifies a new performance concern within the sixty (60) day window, a written notice will be issued as soon as possible. These written notices will state what the employee needs to do to meet the promotion plan criteria.

12.7.1.2.1 After receiving written notice, if the employee is making progress, the supervisor will ensure that he or she has the opportunity to acquire pertinent skills and knowledge and to demonstrate that he or she meets promotion requirements as soon as is feasible.

12.7.1.2.2 After receiving written notice, if the employee is still experiencing problems, the provisions in 12.7.2 are applicable.

12.7.2 Any time a supervisor and/or employee recognize the employee's need for assistance in meeting the career ladder advancement criteria, the supervisor and employee will develop a plan tailored to assisting the employee in meeting the criteria. The plan should include all applicable training as well as any other appropriate support. At the request of the employee, the Union may provide assistance.

12.7.3 If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, USMEPCOM will:

12.7.3.1 Provide the employee with additional time to meet the promotion criteria,

12.7.3.2 Assign the employee duties commensurate with his or her current grade:

12.7.3.2.1 The career ladder plan may be suspended and the employee will remain at the level he or she had attained within the career ladder; or

12.7.3.2.2 The employee may be assigned to another position at the same grade and step.

### **Section 13.0 Compensation**

An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.

### **Section 14.0 Promotion Records for Unit Positions**

In accordance with 5 C.F.R. 335.103, a file sufficient to allow for reconstruction of the competitive action will be kept for two (2) years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint.

### **Section 15.0 Information on Promotion Actions**

Upon completion of the selection process, the Union may request the information used by USMEPCOM to make the selections. USMEPCOM will provide the requested information consistent with the requirements of law.

# **ARTICLE 11 - EMPLOYEE PERFORMANCE APPRAISAL SYSTEM**

## **Section 1.0 Definition, Introduction and Overview**

In accordance with 5 C.F.R. 430.102:

1.1 Performance evaluation management is the systematic process by which USMEPCOM involves its employees, as valuable individuals and members of a group, in improving organizational effectiveness in the accomplishment of mission and goals.

1.2 Performance management integrates the processes USMEPCOM uses to:

1.2.1 Communicate and clarify organizational goals to employees;

1.2.2 Identify individual and, where applicable, team accountability for accomplishing organizational goals;

1.2.3 Identify and enhance individual and, where applicable, team skills for accomplishing organizational goals;

1.2.4 Identify and address developmental needs for individuals and, where applicable, teams;

1.2.5 Assess and improve individual, team, and organizational performance;

1.2.6 Use appropriate measures of performance as the basis for recognizing and rewarding accomplishments; and

1.2.7 Use the results of performance appraisal as a basis for appropriate personnel actions.

1.3 USMEPCOM and the Union are committed to providing quality public service. The parties agree that accomplishment of USMEPCOM'S mission should be achieved in an environment that recognizes the worth and value of each employee.

1.4 Improvement in USMEPCOM performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate. Consistent with USMEPCOM'S ongoing commitment to a nurturing environment that relies on teamwork, the accomplishment of group and team objectives will be considered as part of performance assessment, where applicable.

1.5 USMEPCOM will adhere to all applicable Office of Personnel Management (OPM) rules and regulations, AR 690-400, Total Army Performance Evaluation System, and the provisions in this Article in the administration of its Performance Management System.

## **Section 2.0 Purpose**

2.1 The purpose of the performance assessment system agreed to in this article is to provide a framework for honest feedback and open, two-way communications between employees and their supervisors. The system focuses on contributions within the scope of the employee's job description in achievement of USMEPCOM's overall mission. Accomplishment of objectives is intended to be achieved within a teamwork environment. The main emphasis of this system is day-to-day interaction between employees and supervisors which includes the implementation of modern and flexible work practices where USMEPCOM's objectives are emphasized by progressive personnel management.

2.2 The parties intend for this Article to be viewed as a positive building block in the foundation of a relationship based on shared interests and mutual objectives. In short, individuals will be viewed "holistically," in an environment that is meant to accurately capture employee performance. The assessment system will emphasize:

2.2.1 Employee development;

2.2.2 Administrative simplicity;

2.2.3 The evolution of the supervisor's role to team leader, mentor and coach;

2.2.4 Overall employee contributions rather than one or more "Generic Job Tasks;"

2.2.5 Recognition of special skills and contributions done as part of or in addition to regular job duties; and

2.2.6 Group goals, not generic job tasks, where applicable.

## **Section 3.0 What the Employee Performance Appraisal System Is Not**

The assessment system will not:

3.1 Be used as a disciplinary tool;

3.2 Foster unhealthy and unproductive individual competition; rather the employee performance appraisal system will encourage unit and group achievement of mission;

3.3 Be based on numerical goals and/or numerical performance levels, unless covered by the employee's performance objectives or standards; or

3.4 Be punitive, adversarial or overly labor-intensive.

## **Section 4.0 Forced Distribution**

USMEPCOM will not prescribe a distribution of levels of ratings for employees covered by this Agreement. Each employee's performance will be judged solely against his/her performance standards.

## **Section 5.0 Definitions**

**5.1 Annual Performance Rating** - is a written record of the appraisal of each critical job element and the overall performance rating. Annual ratings are prescheduled ratings of record and are generally issued once a year. Ratings of record serve as the official documentation for personnel actions such as within-grade increases, career ladder promotions, successful completion of probationary period, reductions in force (RIF), and adverse performance based actions, absent acceptable substitutes in accordance with Government-wide laws and regulations. These ratings are based upon summary level ratings, i.e., an overall rating of employee's performance.

**5.2 Appraisal** - the act or process of reviewing and evaluating the performance of an employee against the described performance standard(s).

**5.3 Appraisal Period** - the established period of time for which performance will be reviewed and a rating of record will be prepared.

**5.4 Critical Job Element** - a component of an employee's job that is of sufficient importance that performance below the minimum standard established by USMEPCOM would result in unacceptable performance in the employee's position. Such elements shall be used to measure performance only at the individual level.

**5.5 Non-Critical Element** - a dimension or aspect of individual, team, or organizational performance, exclusive of a critical element, that is used in assigning a summary level. Such elements may include, but are not limited to, objectives, goals, programs plans, work plans, and other means of expressing expected performance. Performance plans must contain at least one non-critical element that must be used in deriving a summary rating.

**5.6 Performance** - the accomplishment of work assignments or responsibilities.

**5.7 Performance Appraisal** - USMEPCOM'S written assessment of an employee's work performance for purposes of all personnel actions, including, for example, ratings of record (including annual appraisals), summary departure ratings, departure appraisals, and promotion appraisals..

**5.8 Performance Plan** - all written or otherwise recorded performance elements that set forth expected performance. A plan must include all critical and non-critical elements and their performance standards.

**5.9 Performance Standards** - the USMEPCOM-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.

**5.10 Progress Review** - a face-to-face meeting with an employee, at least once during the appraisal period, about their performance. Such a meeting usually occurs during the mid-point period.



## **Section 6.0 Policy**

6.1 The provisions of this Article apply to all employees in the competitive and excepted service, including wage system employees, except employees excluded by law or by 5 C.F.R. 430.101.

6.2 The employee performance management system, in its entirety and its application, will be fair, equitable, reasonable and related to the employee's position description.

## **Section 7.0 Communications and Feedback**

7.1 Every employee will receive initial counseling, within thirty (30) days of the start of the rating period, regarding his or her job functions, responsibilities and performance objectives. The following will be elements of the initial counseling:

7.1.1 The initial counseling will be provided in writing by the employee's rating official, who is usually the employee's supervisor, and will be accompanied by an oral discussion to explain, clarify and communicate the employee's job functions, responsibilities and performance objectives. The purpose is to provide a clear, mutual and common understanding of the employee's position description and performance plan.

7.1.2 At a minimum, each employee will receive an initial counseling annually, at the beginning of the assessment period or upon entering duty. The supervisor will assure that the employee has an up-to-date position description and will initiate a dialogue with the employee to discuss his or her functions, responsibilities and performance objectives in relation to USMEPCOM'S mission.

7.1.3 All critical elements to be used for performance appraisal will be directly related to the employee's Position Description. These critical elements will be annotated on a written performance plan, and presented to and discussed with the employee during the initial counseling.

7.1.4 Each critical job element (and each aspect of the critical element), will be numbered and/or lettered for identification purposes. USMEPCOM will inform the employee, at the time the critical job elements and standards are communicated, whether any aspects of any critical job elements are to be accorded different weights.

7.1.5 The critical job duties and responsibilities communicated will be consistent for standard (or like) positions to the maximum extent feasible. Variations from the standard or like position will be based on real differences in the job.

7.1.6 Subsequent initial counseling should be held when there is a change in the work situation such as or including (but not limited to):

7.1.6.1 change in the supervisor of record;

7.1.6.2 detail;

7.1.6.3 change in the component's goals or objectives;

7.1.6.4 change in assignments;

7.1.6.5 significant change in the work process or product of the component;

7.1.6.6 when the rated employee returns from an extended absence of ninety (90) days or more.

7.2 Informal discussions are a standard part of supervision and should occur throughout an assessment period. Discussions may be initiated by the supervisor or employee. Every effort should be made to comply with an employee's request for a discussion. In the event the supervisor is unable to meet with an employee upon request, the supervisor will schedule an informal discussion with the employee within seven (7) workdays, unless otherwise mutually agreed by the Parties.

7.2.1 Discussions should be a candid, forthright dialogue between the supervisor and employee to provide the time and opportunity to assess accomplishments and progress and to identify and resolve any problems in the employee's work product.

7.2.2 Where indicated, the supervisor should provide additional guidance aimed at developing the employee, removing obstacles and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance and to offer suggestions for improving processes. The supervisor may also provide feedback to the employee regarding their work performance, positive and/or negative.

7.3 At least one formal written progress review will be held during each rating period, as close to the mid-point of the rating period as possible. During a twelve (12) month rating period, the progress review will be completed no later than one hundred twenty (120) days prior to the end of the period. At a minimum, during this progress review, employees will be informed in writing of their performance in relation to the elements and standards in their performance plans. Progress reviews may include a discussion on any proposed training (which may be on-the-job training) and other development of the employee. The rating official will date and certify on the applicable counseling checklist or support form that the progress review was held with the employee.

## **Section 8.0 Procedures for Developing Elements and Performance Standards**

8.1 Consistent with management's right to assign work, the performance elements should be consistent with the duties and responsibilities contained in an employee's position description.

8.2 In establishing standards, due consideration will be given to employee input.

8.3 Employees are entitled to an explanation of the rationale for the elements and standards as defined in the performance plan elements and standards.

## **Section 9.0 New and Revised Elements and Standards**

9.1 The Union will be provided copies of critical job elements and standards that are new or revised and will, to the fullest extent permitted by applicable law, be afforded an opportunity to bargain before the critical job elements and standards are put into effect. Subsequent to implementation, employees will be responsible for the elements and standards when received.

9.2 If deletions are made in critical job elements for any reason, performance standards, or the aspects that make up the critical job elements, the Union will be notified, as well as the affected employee(s).

## **Section 10.0 Performance Rating**

10.1 All employees will receive an annual performance rating. The performance rating will be issued in writing to the employee within forty-five (45) calendar days of the end of the assessment period.

10.2 Employees must be working under a performance plan for a minimum of one hundred and twenty (120) calendar days before a rating may be given.

10.3 When assessing performance, USMEPCOM will consider factors which affect performance that are beyond the control of the employee.

## **Section 11.0 Uses of the Performance Assessment System**

The performance assessment system is used for determining an employee's performance rating. It is also the basis for making certain personnel-related decisions including:

11.1 Within-Grade Increases - An employee who has met time-in-grade requirements and attained a rating of at least "Successful," has achieved an "acceptable level of competency," and will be entitled to appropriate within-grade increases.

11.2 The rating of record will be used in consideration of appropriate awards, promotions, and other personnel actions.

11.3 This performance rating will be considered in making determinations regarding reductions-in-force (RIF's) within USMEPCOM in accordance with Article 17, Transfer of Function and Reduction In Force, of this Agreement.

## **Section 12.0 Performance Assistance**

12.1 Any employee not meeting the performance standards of one or more critical element(s) will be promptly notified.

12.2 The supervisor will schedule a meeting with the employee and inform him or her of the purpose of the meeting and that he/she may request the assistance and presence of a Union representative at this meeting. This requirement does not apply to all routine and periodic discussions regarding an employee's job performance.

12.3 The supervisor, employee, and, if requested, a Union representative, will meet to identify the specific problem, determine the root cause, and develop guidance regarding specific actions which should be taken to improve performance.

12.4 This assistance will afford the employee a reasonable opportunity of at least thirty (30) calendar days to resolve the identified performance-related problem.

12.5 The assistance will be tailored to the specific needs of the employee and may include formal training, on-the-job training, counseling, assignment of a mentor, or other assistance as appropriate. Mere notice and review does not constitute assistance.

12.6 The purpose of the period of assistance is to help the employee improve, rather than accumulate documentation as the basis for a future performance-related adverse action. This does not prevent documentation accumulated during this timeframe from being used as a part of future performance-related adverse actions should performance not improve.

12.7 If the employee has chosen to be represented by the Union, a Union representative has the right to be present at all performance-related meetings with the employee during this performance assistance period.

12.8 At any time during the assistance period, the supervisor may conclude that assistance is no longer necessary because the employee's performance has improved to at least "Successful." The supervisor will so notify the employee of this determination in writing.

### **Section 13.0 Performance Improvement Plan (PIP)**

13.1 After the period outlined in Section 13.0 above, if the employee has not adequately improved and is failing a critical element, the supervisor shall notify the employee, in writing, of this fact and that the employee has the right to Union representation. The supervisor will develop a Performance Improvement Plan (PIP) with the participation of the employee, and Union Representative, as requested.

13.2 The PIP will be geared towards efforts which must be initiated by both employee and immediate supervisor and which are designed to result in overall job performance at the effective level or above.

13.3 At a minimum, this Plan must include:

13.3.1 An explanation of the elements and the related performance standards in which the employee's performance fails to meet the standard;

13.3.2 Specific goals in terms of time and results expected for levels of progress against each performance standard where performance improvement is needed;

13.3.3 Advice about what the employee must do to bring his or her performance up to an acceptable level, as well as periodic counseling and reassessment by the supervisor during this period; and

13.3.4 Training, as appropriate.

13.4 A reasonable period, of not less than ninety (90) calendar days, under a PIP will be given for the employee to achieve successful performance.

13.5 At any time during the PIP period, the supervisor may conclude that the employee's performance has improved to the Successful level and the PIP can be terminated. In that event, the supervisor will notify the employee in writing.

13.6 Performance based adverse actions will be processed in accordance with 5 C.F.R. Part 432. These actions will not be proposed unless the employee has received performance assistance and a performance improvement plan meeting the requirements of this Article.

#### **Section 14.0 Adverse Action**

14.1 If at the conclusion of the performance improvement period, the supervisor determines that the employee's performance remains unacceptable, the supervisor will provide written notice to the employee explaining the basis for the determination. The employee may be liable for adverse action. One of the following actions may be pursued:

14.1.1 When the employee is capable of performing another position of the same grade, the supervisor may propose to reassign the employee to such a position.

14.1.2 When the employee is not capable of performing any position at the same grade but is capable of performing a position at a lesser grade, the supervisor may propose a demotion to a position at the next lower grade.

14.1.3 If neither (1) nor (2) above are feasible, alternative adverse actions may be pursued to include removal from federal service.

14.2 An employee who is reassigned or demoted to a position at a lower grade will be issued a written performance assessment ninety (90) calendar days after assignment to the new position.

14.3 An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

14.3.1 Thirty (30) calendar days advance written notice of the proposed action, which identifies the specific basis (i.e., the critical job duties and responsibilities) for the proposed action including specific instances of unacceptable performance.

14.3.2 A Union Representative.

14.3.3 A reasonable time, not to exceed fourteen (14) calendar days, to answer orally and in writing.

14.4 The decision to retain, reduce in grade, or remove an employee shall be made as soon as possible following the employee's receipt of the notice of proposed action, and at least five (5) working days prior to the effective date of the action. The employee will be given a written decision which:

**14.4.1 Specifies the instances of unacceptable performance on which the decision is based; and**

**14.4.2 Specifies the effective date, the action to be taken, the employee's right to appeal the decision, and the employee's right to representation.**

## **ARTICLE 12 - EMPLOYEE AWARDS AND RECOGNITION**

### **Section 1.0 Background and Purpose**

1.1 Recognition of employees through monetary and non-monetary awards reflects the Parties' efforts to promote continuous improvement in USMEPCOM performance. The employee recognition program provides a positive indication of the Parties' commitment to providing quality public service. The employee recognition program, as described in this Article, has the following characteristics:

1.1.1 It is an incentive program; that is, employee recognition is based on achievement and improvement. The program recognizes performance, innovations, inventions or other efforts that contribute to the quality, efficiency, economy or other improvements to USMEPCOM's operations and other special acts or services related to an employee's official employment. The program is intended to motivate employees to strive for excellence.

1.1.2 It recognizes the accomplishments of employees both as individuals and as members of groups or teams. Because of the interrelationship of work performed by employees, enhanced USMEPCOM performance is sought through teamwork, not through competition among individuals. This program is based on the concept that individual employees who, through personal efforts and accomplishments support the goals of their teams, work units and, thus, deserve recognition. It is also based on the concept that groups or teams which improve USMEPCOM performance deserve recognition. It recognizes that USMEPCOM, the Union, and employees have important roles in identifying and recognizing employees deserving of awards and praise.

### **Section 2.0 Policy**

2.1 All employees are eligible to participate in the awards program.

2.2 Awards may be granted to former employees, or estates of employees, if the recipient made a contribution while an employee.

2.3 There is no limit on the number of awards that employees may receive or the frequency with which they may receive awards, unless otherwise stated in this Article.

2.4 When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of award would constitute appropriate recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.

2.5 Awards will be processed in a timely and expeditious manner.

2.6 USMEPCOM will provide an award recipient with written documentation that clearly articulates the specific reason(s) that the employee received the award. Employees are encouraged to relate this information to specific evaluation criteria when completing applications for merit promotion.

### **Section 3.0 Types of Awards and Recognition**

3.1 Awards which employees may be eligible to receive include but are not limited to:

3.1.1 Special Act or Service Award (SASA)

3.1.2 On-the-Spot Award (OTS)

3.1.3 Good Ideas Award

3.1.4 Time-off Award (TOA)

3.1.5 Honorary Awards

### **Section 4.0 Administration**

4.1 The Awards Program is administered under policies established by the Department of Defense, or other controlling government-wide OPM regulations. USMEPCOM will establish an awards committee covering employees and will designate an employee, who is responsible for coordinating and managing the Awards Program,. Notification of same shall be provided to the Union and employees.

4.2 The Awards Committee shall:

4.2.1 Periodically review and evaluate the effectiveness of the Awards Program;

4.2.2 Approve or disapprove nominations for honor, suggestion, and cash awards for individuals and groups in the organizational area;

4.2.3 Serve in an advisory capacity to the Command Group and may refer honor award recommendations, as appropriate, to higher authority for awards at a higher organizational level;

4.2.4 Approve or disapprove cash awards up to \$2,000 and can delegate in writing the authority for directors and special staff officers to approve awards not to exceed \$500;

4.2.5 Establish administrative controls for the Awards Program within each Division/Office and maintains records of all award actions.



## **Section 5.0 Monetary Awards**

5.1 Special Act or Service Awards. The special act or service award is an award which recognizes individuals or groups for major accomplishments or contributions which have promoted the mission of the organization. Award amounts should be linked to the significance and impact of the accomplishment or contribution. A special contribution award may be made to an individual employee or to a group. A group may consist of individuals from a single organization or multiple components/offices/units.

5.2 On-The Spot Awards. This is a special act or service award given to an employee for noteworthy contributions or accomplishments in the public interest which are connected with or related to the recipient's official employment. The distinction between a special contribution award and an instant award rests in the relative significance of the contribution or accomplishment.

5.3 Good Ideas Awards. USMEPCOM will encourage employees to file suggestions under USMEPCOM's Good Ideas Awards Program. Good Ideas will be considered in a fair and equitable manner. Good Ideas awards will be appropriate for Good Ideas that improve upon business operations or functions performed across USMEPCOM. The USMEPCOM Good Ideas Awards Program will comply with the requirements of USMEPCOM Policy Memorandum 2-1, Guidance for Submission of "Good Ideas". Any future changes to the policy memorandum will be negotiated by the Parties.

## **Section 6.0 Time-Off Awards**

6.1 Time-off awards may be granted to an individual or group of employees for special acts or other efforts that contribute to the quality, efficiency or economy of USMEPCOM operations. These awards may be granted for contributions such as, but not limited to, the following:

6.1.1 A significant contribution involving completion of a difficult project or assignment of importance to the mission of USMEPCOM;

6.1.2 The completion of a specific assignment or project in advance of an established deadline and with favorable results;

6.1.3 Displaying unusual initiative, innovation, or creativity in completing a project or improving the operation of a program or service; and

6.1.4 Displaying unusual courtesy or responsiveness to the public which clearly demonstrates performance beyond the call of duty and which produces positive results for USMEPCOM.

6.2 Time off from duty is granted without loss of pay or change to leave.

6.3 Full-time employees may be granted time off from duty up to a maximum of eighty (80) hours during a leave year. They may be granted up to forty (40) hours of time off from duty for a single contribution.

6.4 Part time employees may be granted up to the average number of hours of work in their biweekly scheduled tour of duty during a leave year. (Example: an employee with a biweekly scheduled tour of duty of sixty-four (64) hours may be granted up to that amount of time off from duty during a leave year.) They may be granted up to one half the amount of maximum number of hours of time off from duty that can be granted during a leave year for a single contribution.

6.5 This award must be used within one (1) year from award approval date or the hours will be forfeited without restoration rights. The time can be used throughout the one (1) year period.

## **Section 7.0 Award Nomination Procedures**

7.1 Employees and management officials are encouraged to identify individual employees who they believe should be recognized for high quality accomplishments or contributions.

7.2 Nominations of individual employees should be submitted in writing to the Awards Committee, through the Awards Officer, or to the appropriate supervisor. The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance, as well as the name and telephone number of the employee submitting the nomination. Nominations should not include suggestions for the type of award or the amount of money to be granted. Information provided in the nominations will be considered.

## **ARTICLE 13 - HOURS OF WORK**

### **Section 1.0 Purpose**

This Article shall be administered in accordance with Title 5, United States Code ("U.S.C."), Chapters 61; Title 5, Code of Federal Regulations, Parts 610 and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all employees in accordance with applicable law and regulation.

### **Section 2.0 Definitions**

**2.1 Administrative workweek** means a period of seven (7) consecutive calendar days beginning on Sunday.

**2.2 Adverse Agency Impact** is the condition for which USMEPCOM may cancel an alternative work schedule, or exclude some positions or employees from any particular alternative work schedule, in accordance with Section 12 of this Article. Adverse agency impact means a reduction of the productivity of USMEPCOM, a diminished level of services furnished to the public by USMEPCOM, or an increase in the cost of Agency operations (other than a reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).

**2.3 Alternative work schedule (AWS)** means a schedule that allows an employee to alter basic work hours in accomplishing the eighty (80) hours per pay period requirement. An AWS includes flexible and compressed work schedules.

**2.4 Basic work requirement** means 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. The basic work requirement is eighty (80) hours per biweekly pay period.

**2.5 Biweekly pay period** means the two-week period for which an employee is scheduled to perform work or otherwise in a leave status.

**2.6 Compressed work schedule (CWS)** means an eighty (80) hour biweekly basic work requirement that is scheduled by USMEPCOM for less than ten (10) workdays.

**2.7 Core hours** means the time periods during the workday, workweek or pay period that are within the tour of duty during which an employee covered by an alternate work schedule is required to be present for work.

**2.8 Credit hours** means approved hours within a flexible work schedule which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a workweek or a workday.

**2.9 Flexible hours** (or “flexible time bands”) means the times during the workday, workweek or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position.

**2.10 Flexible work schedule (FWS)** means a work schedule established under 5 U.S.C. § 6122, that has an eighty (80) hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by this Agreement.

**2.11 Flexitour** means a type of flexible schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the next opportunity to select different starting and stopping times under this Agreement.

**2.12 Gliding Schedule** means a type of flexible work schedule in which an employee has a basic work requirement of eight (8) hours in each day and forty (40) hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.

**2.13 Maxiflex Schedule** means a type of flexible work schedule that contains core hours in fewer than ten (10) workdays in the biweekly pay period, and in which an employee has a basic work requirement of eighty (80) hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established by this Agreement.

**2.14 Tour of duty** means the hours of a day and the days of an administrative workweek that constitute an employee’s regularly scheduled administrative workweek. Tour of duty under a flexible work schedule means the limits set by this Agreement within which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.

**2.15 Variable Day Schedule** means a type of flexible work schedule containing core hours on each workday in the week, and in which an employee has a basic work requirement of five (5) days and forty (40) hours each week of the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday within the week within the limits established in this Agreement.

**2.16 Variable Week Schedule** means a type of flexible work schedule containing core hours on each workday in the biweekly pay period, and in which an employee has a basic work requirement of five (5) days a week and eighty (80) hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established in this Agreement.

### **Section 3.0 General Provisions**

3.1 The basic workweek shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary to temporarily include Saturdays or Sundays as part of the basic workweek for certain employees. This Subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven-day-a-week operations.

3.2 Normally, an employee's workweek shall not extend over more than five (5) days of the period Sunday through Saturday. Exceptions may occur when short term mission requirements make it necessary to temporarily include a sixth or seventh work day as part of the basic workweek.

3.3 The core hours for regular day shifts will be 9:00 a.m. to 2:30 p.m.

3.4 The flexible band during which employees may begin their work day is 6:00 a.m. to 9:00 a.m. The flexible band during which employees may end their work day is 2:30 p.m. to 6:00 p.m.

### **Section 4.0 Shift Work**

4.1 When the accomplishment of the USMEPCOM's mission requires that there be more than one shift over the course of a day, USMEPCOM will determine which positions are required to be on duty for more than one shift.

4.2 Employees will not be scheduled, in advance, to work more than two (2) of the established work shifts (days, evenings, or nights) within any seven (7) consecutive day period. However, unexpected mission needs may require short-term work schedule changes.

4.3 Assignments of work outside employees' set duty schedules will be rotated fairly and equitably among affected and qualified employees, i.e., day/evening, day/night, night/evening.

4.4 Rotation of weekends and holidays will be on a fair and equitable basis within a group of qualified employees. The weekends are defined as Saturday and Sunday and may be expanded to include Friday or Monday when scheduling permits.

4.5 Records of weekend and off-tours will be kept by management to ensure fair and equitable treatment of employees. These records will be readily available for review by the employee and his or her union representative.

### **Section 5.0 Notification of Schedules**

5.1 Employees will be notified of their work schedules at least seven (7) calendar days in advance of the administrative workweek, except when USMEPCOM head determines that USMEPCOM would be seriously handicapped in carrying out its function or that costs would be substantially increased.

5.2 Every effort will be made to assure that work schedules will not be for more than five (5) consecutive days for eight-hour tours and four (4) consecutive days for 10-hour tours, and will include not fewer than two (2) days off per administrative workweek.

5.3 A copy of any work schedule changes will be provided to the Union as early as possible prior to the proposed implementation date. The Union will notify USMEPCOM if it wishes to bargain regarding such change in accordance with Article 34, Mid-term Bargaining.

### **Section 6.0 Employee Initiated Voluntary Schedule Adjustments**

6.1 Where mutually agreeable to all employees affected, employees may trade shifts or tours of duty out of the normal rotation, consistent with the needs of USMEPCOM. All affected supervisors will be notified of the employees' wishes as soon as possible but no later than twenty-four (24) hours prior to the earlier shift. These trades will be approved unless they interfere with the efficient accomplishment of USMEPCOM's mission.

6.2 USMEPCOM will consider changes in individual schedules or assignments to permanent shifts requested by employees to pursue further self-development activities when completion of the courses will equip the employee for more effective work within USMEPCOM.

#### **6.3 Adjustment of Work Schedules For Religious Observances**

6.3.1 An employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative hours so that the employee can meet the religious obligation, unless it would cause undue hardship on USMEPCOM's business and interfere with the efficient accomplishment of USMEPCOM's mission.

6.3.2 When deciding whether an employee's request for an adjusted work schedule should be approved, a supervisor shall not make any judgment about the employee's religious beliefs or his or her affiliation with a religious organization. Only the employee can determine whether his or her absence from work is "required" in order to attend a religious observance unless the employee's religious accommodation request is patently fraudulent. A supervisor may disapprove an employee's request only if it would cause undue hardship on USMEPCOM's business and interfere with the efficient accomplishment of USMEPCOM's mission. Disapprovals will be given to the employee in writing within five (5) work days upon receipt of the request.

## **Section 7.0 Meal Periods**

7.1 Employees shall be granted, on a non-paid basis, a meal period each day, scheduled at or near the mid-point of the shift or tour of duty, of at least thirty (30) minutes. Upon an employee's request and with the supervisor's approval, a meal period of up to one (1) hour may be granted.

7.2 Employees who are directed to work through their lunch periods because of an unforeseen/emergent work situation will receive either the payment of overtime or compensatory time (dependent upon Fair Labor Standards Act - exempt status) as appropriate for the period of time. During such periods employees will be permitted to eat while working.

## **Section 8.0 Breaks**

8.1 A break of fifteen (15) minutes will be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest period will normally occur in the middle of each four (4) hour work period. Similar rest periods will be provided for employees who work on other than the normal eight (8) hour tour of duty. There will be no charge to leave for such breaks. Employees may leave the work area during a break but may be subject to timely recall if work requirements dictate.

8.2 Supervisors may not extend a scheduled meal period by permitting an employee to take an authorized break (with pay) prior to or immediately following the meal period, since a break is considered part of the employee's compensable basic workday. Breaks will not be granted in conjunction with employee arrivals or departures, unless mutually agreed upon by the supervisor and the employee.

8.3 Work ordered and performed in excess of employees' normal work schedules will include paid fifteen (15) minute break periods for every two (2) hours of work.

## **Section 9.0 Time Keeping**

Employees will not be required to use either automatic time recording equipment, or sign-in/sign-out sheets. Employees will self-certify their arrival and departure times, as well as any other exceptions to the normal work day. In instances of continued time and attendance issues, supervisors may require employees to report arrival and/or departure times. Written counseling will be utilized prior to such reporting. Employees will only be required to provide such reporting for the period of time needed to address such time and attendance issues.

## **Section 10.0 Alternative Work Schedules**

10.1 The parties recognize that the use of alternative work schedules can improve productivity and morale and provide greater service to the public. Therefore, all alternative work schedules in this Agreement will be made generally available to all employees in the bargaining unit subject to Subsection 10.3 of this Article.

10.2 Working under a telework agreement in accordance with Article 15, Telework, will not in and of itself disqualify an employee from working an alternative work schedule.

10.3 If USMEPCOM determines that certain positions and/or employees in certain organizational units are not eligible for some or all of the alternative work schedule options, USMEPCOM will provide the Union with a list of those positions and organizational units and indicate which schedules are inappropriate, along with the reasons for the determination, for each within sixty (60) calendar days of the effective date of this Agreement. During the life of the Agreement, USMEPCOM must provide at least thirty (30) calendar days notice of any intent to permanently remove a position(s) or employee(s) from eligibility to work an alternative work schedule. Exclusion from participation will normally be the exception rather than the rule and will be done only in accordance with law.

10.4 At the Union's request, the Parties will negotiate over USMEPCOM's proposed exclusions, if any, under the provisions of Article 34, Mid-Term Bargaining. If the Parties are unable to agree, the impasse will be resolved under the provisions of law.

10.5 All eligible employees may work one of the following alternative work schedule options (flexible or compressed) to fulfill their basic work requirement:

10.5.1 Flexitour. Employees working a flexitour are required to work during the core hours established in Section 3.3 of this Article each day. They may choose starting and stopping times within the periods stated in Section 3.4 of this Article. They will work eight (8) hours each work day, for a total of forty (40) hours each work week, exclusive of the meal period provided in Section 7.1 of this Article. An example of a flexitour is when one employee works 8:00 a.m. to 4:30 p.m. each day, while a coworker works 8:15 a.m. to 4:45 p.m. each day.

10.5.2 Gliding schedule. Employees working the gliding schedule are required to work during the core hours established in Section 3.3 of this Article each day. They may choose starting and stopping times within the periods stated in Section 3.4 of this Article. They may choose different starting and stopping times for each day in their tour of duty. They will work eight (8) hours each work day, for a total of forty (40) hours each work week, exclusive of the meal period provided in Section 7.1 of this Article. Prior to departing the work area, an employee will notify his/her supervisor of their reporting time for the following workday. An example of a Gliding Schedule is:



First Monday	8:00 a.m. – 4:30 p.m. (8 hrs)
First Tuesday	9:00 a.m. – 5:30 p.m. (8 hrs)
First Wednesday	8:45 a.m. – 5:15 p.m. (8 hrs)
First Thursday	8:00 a.m. – 4:30 p.m. (8 hrs)
First Friday	7:00 a.m. – 3:30 p.m. <u>(8 hrs)</u>
	40 hrs

Second Monday	8:15 a.m. – 4:45 p.m. (8 hrs)
Second Tuesday	9:00 a.m. – 5:30 p.m. (8 hrs)
Second Wednesday	9:00 a.m. – 5:30 p.m. (8 hrs)
Second Thursday	8:30 a.m. – 5:00 p.m. (8 hrs)
Second Friday	7:00 a.m. – 3:30 p.m. <u>(8 hrs)</u>
	40 hrs

10.5.3 Variable Day Schedule. Employees working the variable day schedule have a basic work requirement of five (5) workdays and forty (40) hours in each week of the biweekly pay period. They are required to work during the core hours, established in Section 3.3 of this Article each workday. They may choose a different starting time and stopping time for each workday within the periods established in Section 3.4 of this Article, and they may vary the number of hours worked each workday, working between six (6) and eleven-and-a-half (11.5) hours on any given workday, exclusive of the meal period provided in Section 7.1 of this Article. Prior to departing the work area, an employee will notify his/her supervisor of their reporting time for the following workday. An example of a Variable Day Schedule is:

First Monday	8:00 a.m. – 4:30 p.m. (8 hrs)
First Tuesday	7:30 a.m. – 6:00 p.m. (10 hrs)
First Wednesday	8:15 a.m. – 5:45 p.m. (9 hrs)
First Thursday	8:30 a.m. – 3:30 p.m. (6.5 hrs)
First Friday	7:30 a.m. – 2:30 p.m. <u>(6.5 hrs)</u>
	40 hrs

Second Monday	8:30 a.m. – 5:00 p.m. (8 hrs)
Second Tuesday	9:00 a.m. – 3:30 p.m. (6 hrs)
Second Wednesday	7:00 a.m. – 5:30 p.m. (10 hrs)
Second Thursday	7:15 a.m. – 4:00 p.m. (8.25 hrs)
Second Friday	8:00 a.m. – 4:15 p.m. <u>(7.75 hrs)</u>
	40 hrs

10.5.4 Variable Week Schedule. Employees working the Variable Week Schedule have a basic work requirement of five (5) workdays per week and eighty (80) hours in each biweekly pay period. They are required to work during the core hours, established in Section 3.3 of this Article each work day. They may choose a different starting time and stopping time for each workday within the periods established in Section 3.4 of this Article, and they may vary the number of hours worked each workday, and/or workweek, working between six (6) and eleven-and-a-half (11.5)

hours on any given workday, and between twenty (20) and fifty-seven-and-a-half (57.5) hours each workweek, exclusive of the meal period provided in Section 7.1 of this Article. Prior to departing the work area, an employee will notify his/her supervisor of their reporting time for the following workday. An example of a Variable Week Schedule is:

First Monday	8:00 a.m. – 3:30 p.m. (7 hrs)
First Tuesday	6:30 a.m. – 6:00 p.m. (11 hrs)
First Wednesday	6:00 a.m. – 6:00 p.m. (11.5 hrs)
First Thursday	8:15 a.m. – 3:30 p.m. (6.75 hrs)
First Friday	8:00 a.m. – 4:30 p.m. ( <u>8 hrs</u> )
	44.25 hrs

Second Monday	8:00 a.m. – 4:00 p.m. (7.5 hrs)
Second Tuesday	8:00 a.m. – 4:30 p.m. (8 hrs)
Second Wednesday	7:00 a.m. – 3:30 p.m. (8 hrs)
Second Thursday	8:00 a.m. – 2:45 p.m. (6.25 hrs)
Second Friday	8:30 a.m. – 3:00 p.m. ( <u>6 hrs</u> )
	35.75 hrs

$$44.25 + 35.75 = 80 \text{ hrs}$$

10.5.5 Maxiflex Schedule. Employees working the maxiflex schedule are required to work during the core hours established in Section 3.3 of this Article at least four (4) days each week. They vary the number of hours worked on a work day or in a work week, provided they have a total of eighty (80) hours each biweekly pay period, exclusive of the meal period provided in Section 7.1 of this Article. An example of a maxiflex schedule is:

First Monday	8:00 a.m. – 3:30 p.m. (7 hrs)
First Tuesday	6:30 a.m. – 6:00 p.m. (11 hrs)
First Wednesday	8:30 a.m. – 3:00 p.m. (6 hrs)
First Thursday	8:00 a.m. – 3:30 p.m. (7 hrs)
First Friday	No work ( <u>0 hrs</u> )
	31 hrs

Second Monday	7:00 a.m. – 4:30 p.m. (9 hrs)
Second Tuesday	7:00 a.m. – 6:00 p.m. (10.5 hrs)
Second Wednesday	6:30 a.m. – 6:00 p.m. (11 hrs)
Second Thursday	7:00 a.m. – 6:00 p.m. (10.5 hrs)
Second Friday	7:30 a.m. – 4:00 p.m. ( <u>8 hrs</u> )
	49 hrs

$$31 + 49 = 80 \text{ hrs}$$

10.5.6 A 5/4-9 schedule is a type of compressed work schedule in which an employee works eight 9-hour days and one 8-hour day for a total of eighty (80)

hours in a biweekly pay period, exclusive of the meal period provided in Section 7.1 of this Article.

10.5.7 A 4-10 schedule is a type of compressed work schedule in which an employee works ten (10) hours a day, forty (40) hours a week and eighty (80) hours a biweekly pay period, exclusive of the meal period provided in Section 7.1 of this Article.

#### 10.6 Requests for alternative work schedules:

10.6.1 Employees may request to change their schedules on a quarterly basis. Employees will have the option prior to the beginning of any calendar quarter (January, April, July, October) to request an alternative work schedule. Requests must be submitted no later than two (2) weeks prior to the first workday of that calendar quarter.

10.6.2 An employee who requests a flexible work schedule must indicate which schedule he or she is requesting: flexitour, gliding schedule, variable day, variable week, or maxiflex. Employees who request flexible schedules must select starting and stopping times within the flexible time bands, in accordance with Sections 10.5.1-10.5.5.

10.6.3 An employee who requests a compressed work schedule must indicate which schedule he or she is requesting, which day(s) is (are) requested as the non-workday(s), and in the case of the 5/4-9 schedule, which day is requested to be the eight-hour day. The employee must also select a starting and stopping time within the arrival and departure time bands. Once these times have been selected and approved, the employee will not be allowed to vary these times until a new request is submitted and approved (at the calendar quarter).

10.7 Employees on a Flexible Work Schedule may be ordered to work hours that are in excess of the number of hours planned to work on a specific day. In these instances the employee may, at his/her choosing and subject to law, elect to:

10.7.1 take time off from work on a subsequent workday in that pay period equal to the number of extra hours of work ordered;

10.7.2 complete his or her basic work requirement as scheduled and count the extra hours of work ordered as credit hours, in accordance with Section 13.0 of this Article; or

10.7.3 complete his or her basic work requirement as scheduled. This will result in the employee being entitled to be compensated at the rate of basic pay for any hours of work equal to or less than eight (8) hours in a day or forty (40) hours in a week. The employee may also be entitled to overtime pay for hours of work ordered in

excess of eight (8) hours in a day, forty (40) hours in a week, or eighty (80) hours in a two-week pay period, in accordance with Article 14, Overtime.

10.8 If a supervisor denies a request for an established alternative work schedule or proposes to terminate an individual employee's participation in an alternative work schedule, he or she will notify the employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the employee. The supervisor may deny an employee's request for or propose to terminate an employee's participation in a particular alternative work schedule if:

10.8.1 the supervisor determines that the employee's participation could negatively impact the work unit's coverage requirements;

10.8.2 the need to respond to the public would be degraded; or

10.8.3 the employee's documented performance or disciplinary issues warrant denial or termination.

10.9 Denials of requests to work alternative work schedules will not be arbitrary or capricious. An employee may challenge a supervisor's denial as set forth in Article 32, Grievance Procedure.

### **Section 11.0 Temporary Suspension of Alternative Work Schedules**

Occasions may arise when alternative work schedules must be temporarily suspended as a result of unusual workload or operational demands, or one of the reasons listed in Section 10.8 of this Article. USMEPCOM shall make every reasonable effort to avoid suspension of an employee's participation in these work schedules. If a suspension is required, USMEPCOM will provide the employee with advance notice of at least one pay period unless management determines providing such notice would cause it to be seriously handicapped in performing its mission or costs would be substantially increased. In those cases USMEPCOM will provide notice to the employee as soon as possible. USMEPCOM will limit the suspension to as short a time frame as necessary. If an employee's flexible work arrangement is suspended, it will automatically be restored as soon as possible after the reason for the suspension needs have been met. For the purposes of this Agreement, "temporarily suspend" is defined as a period of one hundred and twenty (120) days or eight (8) pay periods. If USMEPCOM believes that the "temporary suspension" will extend past this period, prior to the end of the period, and any subsequent periods, USMEPCOM will notify the union. Alternative work schedules cannot be suspended for an indefinite period. Decisions on temporary suspension of AWS for any employee will not be arbitrary or capricious.

### **Section 12.0 Terminating Alternative Work Schedules**

If the head of the Agency finds that a particular AWS schedule has had an "adverse Agency impact," as defined in 5 U.S.C. 6131 (b), USMEPCOM must promptly provide notice to the

Union of its desire to reopen the Agreement to seek its permanent termination. Upon demand by the Union, the Parties will then negotiate over USMEPCOM's proposal. If an impasse results, the dispute will go to the Federal Service Impasses Panel, which will determine within sixty (60) calendar days whether USMEPCOM's determination is supported by evidence. The AWS schedule may not be terminated until agreement is reached or the Panel acts.

### **Section 13.0 Credit Hours**

13.1 Employees who work flexible schedules (i.e., flexitour, gliding schedule, variable day schedule, variable week schedule, or maxiflex) may earn credit hours. Employees on CWS may not earn credit hours.

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

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

13.4 Credit hours may be earned and used in ¼-hour increments.

13.5 Employees may accumulate and carry over from one pay period to another a total of no more than twenty-four (24) credit hours. An employee who has accumulated more than twenty-four (24) credit hours is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period.

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

### **Section 14.0 Temporary Assignments and AWS Schedules**

Employees temporarily assigned to other parts of the organization within the bargaining unit will continue working under their AWS schedule, unless the position to which an employee is assigned is not eligible for AWS.

### **Section 15.0 Holidays**

15.1 All employees will be entitled to all Federal holidays, declared by law or Executive Order.

15.1.1 For employees working a Monday-Friday schedule, if a holiday falls on a Saturday, it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed the following Monday. This is referred to as an “in lieu of” holiday.

15.1.2 For employees working other than a Monday-Friday schedule, if a holiday falls on a regular weekly non-work day, other than the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately before that regular weekly non-work day. If a holiday falls on the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately after that regular weekly non-work day. This is referred to as an “in lieu of” holiday.

## 15.2 Regular Schedule

15.2.1 Employees working a regular schedule (neither flexible nor compressed) who are relieved or prevented from working on a day designated as a holiday will receive their regular rate of basic pay for eight (8) hours on that day.

15.2.2 An employee working a regular schedule who performs non-overtime work on a holiday is entitled to his or her rate of basic pay plus premium pay equal to his or her rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours.

## 15.3 Flexible Schedule

15.3.1 Employees working a flexible schedule under this Article who are relieved or prevented from working on a day designated as a holiday will receive their regular rate of basic pay for eight (8) hours on that day.

15.3.2 An employee working a regular schedule who performs non-overtime work on a holiday is entitled to his or her rate of basic pay plus premium pay equal to his or her rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours.

15.3.3 The eight (8) hours applicable to each employee working a flexible schedule will be the first eight (8) hours that employee is scheduled to work on that day.

15.3.4 An employee working a flexible schedule, who works during non-overtime and non-holiday hours that are part of the employee’s basic work requirement on a holiday, is paid his or her rate of basic pay for those hours of work. Example: An employee who works ten (10) hours on a holiday (including one (1) hour of overtime work ordered by a supervisor) and who has a nine (9) hour basic work requirement on that day would earn holiday premium pay for the eight (8) holiday hours, his or her regular rate of basic pay for one (1) hour within the basic work requirement), and one (1) hour of overtime pay.

## **15.4 Compressed Work Schedule**

15.4.1 Employees working a compressed schedule in accordance with this Article, who are relieved or prevented from working on a day designated as a holiday, will receive their regular rate of basic pay for the number of hours of their compressed work schedule on that day.

15.4.2 An employee working a compressed schedule, who performs non-overtime work on a holiday, is entitled to his or her rate of basic pay plus premium pay equal to his or her rate of basic pay (double time) for the work that is not in excess of the employee's compressed work schedule for that day.

15.4.3 Employees must not be required to move their regularly scheduled days off solely to avoid payment of holiday premium pay or reduce the number of holiday hours included in the basic work requirement.

## **Section 16.0 Night Work**

16.1 General Schedule employees working a regular schedule (neither flexible nor compressed) are entitled to a night shift differential equal to 10% of their regular rate of pay for regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m.

16.2 Federal Wage System employees working any schedule, whether regular, flexible, or compressed, are entitled to a night shift differential equal to 7.5% of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 3 p.m. and midnight; and a night shift differential equal to 10% of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 11 p.m. and 8 a.m.

## **Section 17.0 Sunday Work**

17.1 An employee working a regular, flexible, or compressed schedule under this Article, who performs regularly scheduled non-overtime work, a part of which is performed on a Sunday, is entitled to pay at their regular rate of pay plus premium pay at a rate equal to 25% of their rate of basic pay for the entire daily tour of duty, not to exceed eight (8) hours.

17.2 An employee working a flexible schedule under this Article is entitled to Sunday premium pay for the entire daily tour of duty, up to eight (8) hours, based upon electing to work any flexible hours on a Sunday. However, an agency may preclude employees from working flexible hours during a basic tour of duty that begins or ends on Sunday.

## **ARTICLE 14 - OVERTIME / PREMIUM PAY AND COMPENSATION**

### **Section 1.0 General**

1.1 Overtime for “non-exempt” employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement. Overtime for “exempt” employees is governed by 5 U.S.C. 5542 and this Agreement.

1.2 All bargaining unit positions will be determined to be FLSA “exempt” or “non-exempt” at the time the position is classified. When a classification action is performed and results in a change to the FLSA determination, that changed FLSA determination for the affected employee will be made available to the employee and the Union.

1.3 When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 U.S.C. 5542, and other applicable statutes, and government-wide regulations, and provisions of this Agreement. When a given work situation is covered by the FLSA and another statutory procedure, the employee will receive the more favorable treatment.

1.4 Overtime will not be distributed, or withheld, as a reward or penalty.

### **Section 2.0 Overtime Pay**

2.1 Overtime pay for employees is equal to one and one-half times the employee’s hourly rate of pay. However, for FLSA exempt employees whose rates of pay exceed the minimum applicable rate for a GS-10 (i.e., GS-10, step 1), including any applicable locality-based comparability payment or special rate of pay, the overtime rate is the greater of:

2.1.1 1.5 times the applicable minimum hourly rate of basic pay for GS-10, or

2.1.2 The employee’s hourly rate of basic pay.

### **Section 3.0 Regular Overtime**

3.1 Any overtime work scheduled and approved in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime. An employee shall be compensated for every minute of regular overtime work in accordance with the provisions of 5 C.F.R. 550.112(a)(1).

3.2 Any employee covered under a flexible work schedule program established pursuant to Article 13 of this Agreement may request compensatory time off in lieu of overtime premium pay for regular overtime work. Employees not covered by a flexible work schedule program must receive overtime pay for regular overtime work and cannot receive compensatory time.



## **Section 4.0 Irregular or Occasional Overtime**

4.1 Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime.

4.2 Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that;

4.2.1 at the employee's option, the employee may receive compensatory time off in lieu of overtime premium pay in accordance with Section 11 of this Article, or

4.2.2 the head of the agency may order compensatory time off for those employees meeting the definition of 5 CFR 550.114(c).

4.3 A quarter of an hour shall be the largest fraction of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full quarter fraction of an hour.

## **Section 5.0 Call Back**

5.1 Call-back overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which he/she is required to return to his/her place of employment after having already concluded his/her tour of duty and departed the work site.

5.2 In all callback situations, the employee will be paid a minimum of two (2) hours of overtime, as provided for by government-wide regulation. This applies whether the employee is released or other work has been assigned.

## **Section 6.0 Distribution and Records**

6.1 Employees with an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. Overtime will be offered equitably among employees that USMEPCOM finds to be qualified within a particular trade or occupation within an organizational element.

6.2 The parties recognize that this will not necessarily result in everyone having the same number of overtime hours worked. The Union recognizes that, in the absence of sufficient volunteers for overtime work, USMEPCOM has the right to direct overtime. Employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work.

6.3 Records of overtime offered, accepted and refused will be kept by USMEPCOM and may be reviewed by the Union upon request. To this end, overtime records will be established

at the level of the immediate supervisor, prior to overtime being worked or as soon as possible thereafter.

### **Section 7.0 Notice**

In the offer or assignment of overtime on days outside of the basic workweek, USMEPCOM agrees, except in cases of unforeseen mission requirements, to notify the affected employee as early as practicable. When overtime is to be performed on a holiday, normally at least one-day advance notice will be given to the employee affected, except in cases of unforeseen mission requirements or when the head of the Agency determines that providing such notice would cause it to be seriously handicapped in carrying out its mission or that costs would be substantially increased. In those cases, USMEPCOM will provide notice as soon as possible.

### **Section 8.0 Impact on Leave**

8.1 Leave usage or balance will not be a factor in offering or assigning employees overtime. However, employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for unforeseen mission requirements. Overtime in conjunction with leave usage in the same pay period is permitted.

8.2 Employees on Military Leave under 5 U.S.C. 6323(a) or Court Leave under 5 U.S.C. 6322 are entitled to the same compensation they would have otherwise received but for their absence on military or court leave. This overtime duty must be regularly scheduled overtime work which would have been required the employee to work overtime.

### **Section 9.0 Pre and Post Shift Activities**

Pre and post-shift activities, which a Director reasonably determines are closely related to an employee's principal activities and indispensable to the performance of those principal activities, totaling more than ten (10) minutes per daily tour of duty are considered compensable for the purposes of this Article.

### **Section 10.0 Compensatory Time in Lieu of Overtime Pay**

10.1 Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. The following pertain to such compensation for overtime work:

10.1.1 FLSA non-exempt employees: USMEPCOM will normally provide overtime pay for all overtime work performed by non-exempt employees. After considering mission requirements, USMEPCOM may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept

compensatory time off in lieu of payment for overtime work performed. USMEPCOM will consider employee requests for compensatory time off in lieu of overtime pay.

#### 10.1.2 FLSA exempt employees:

10.1.2.1 whose rate of pay does not exceed the maximum rate for GS-10 (i.e. Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the employee does not make such a request, or if USMEPCOM does not approve that request, the employee is entitled to compensation in accordance with applicable law .

10.1.2.2 whose rate of pay exceeds the maximum rate for GS-10 (i.e. Step 10) may be required to be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay.

10.2 USMEPCOM may announce in advance of offering overtime that it will only compensate employees with compensatory time and that overtime pay will not be available. In that case, an employee described in Subsection 1 above may decline the offer of overtime. Such declination will not be held against the employee and the declination will not affect eligibility for future offers of overtime.

10.3 An FLSA-exempt employee must use accrued compensatory time off by the end of the 26th pay period after the pay period during which it was earned. An agency may provide that an FLSA-exempt employee who (1) fails to take earned compensatory time off within twenty-six (26) pay periods or (2) transfers to another agency or separates from Federal service before the expiration of the twenty-six (26) pay period time limit:

10.3.1 Receive payment for the unused compensatory time off at the overtime rate in effect when earned; or

10.3.2 Forfeit the unused compensatory time off, unless failure to use the compensatory time off is due to an exigency of the service beyond the employee's control. In such cases of exigency, an employee must receive payment for the unused compensatory time off at the overtime rate in effect when earned.

10.4 An FLSA non-exempt employee must use accrued compensatory time off by the end of the twenty-sixth (26<sup>th</sup>) pay period after the pay period during which it was earned. If accrued compensatory time off is not used by an FLSA non-exempt employee within twenty-six (26) pay periods or if the FLSA non-exempt employee transfers to another agency or separates from Federal service before the expiration of the twenty-sixth (26<sup>th</sup>) pay period time limit, the employee must be paid for the earned compensatory time off at the overtime rate in effect when earned.

**Section 11.0 Standby Duty** An employee will be considered on duty and time spent on standby shall be considered hours of work if:

11.1 The employee is restricted to USMEPCOM's premises, or so close thereto that the employee cannot use the time effectively for his/her own purposes; or

11.2 The employee, although not restricted to USMEPCOM's premises:

11.2.1 is restricted to his/her living quarters or designated post of duty;

11.2.2 has his/her activities substantially limited; and

11.2.3 is required to remain in a state of readiness to perform work.

**Section 12.0 On-Call** An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

12.1 The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within reasonable call-back radius.

12.2 The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

12.3 Employees required to respond to blackberries or cell phones will enter a duty and pay status upon response and will remain in such for the duration of the response period.

**Section 13.0 Travel and Overtime Pay** Overtime pay, standby pay, or compensatory time, for employees requested to remain on a standby status or directed to accomplish travel for official purpose, will be in accordance with applicable law and/or government-wide regulations.

13.1 Time spent in travel for FLSA non-exempt employees will be considered hours of work, and thus compensable, if:

13.1.1 the employee is required to travel during regular working hours;

13.1.2 the employee is required to drive a vehicle or perform other work while traveling;

13.1.3 the employee is required to travel as a passenger on a one (1) day assignment away from the official duty station; or

13.1.4 the employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworking days that correspond to the employee's regular working hours.

13.2 Time spent in travel for FLSA-exempt employees will be considered hours of work, and thus compensable, if the travel is:

13.2.1 within the days and hours of the employee's regularly scheduled administrative workweek, including regularly scheduled overtime hours; or

13.2.2 outside the hours of the employee's regularly scheduled administrative workweek, is ordered or approved, and meets one of the following four conditions:

13.2.2.1 involves the performance of work while traveling;

13.2.2.2 is incident to travel that involves the performance of work while traveling;

13.2.2.3 is carried out under arduous and unusual conditions (e.g., travel on rough terrain or under extremely severe weather conditions); or

13.2.2.4 results from an event that could not be scheduled or controlled administratively by any individual or agency in the executive branch of Government (such as training scheduled solely by a private firm or a job-related court appearance required by a court subpoena).

For FLSA-exempt employees, overtime will be available consistent with this Article.

13.3 USMEPCOM shall credit an employee, on an hour-for-hour basis, with compensatory time off for time in a travel status if:

13.3.1 the employee is required to travel away from the official worksite; and

13.3.2 the travel time is not otherwise compensable hours of work.

13.4 Except as provided in Section 14.6 of this Article, travel time in conjunction with a permanent change of station or a temporary change of station is not creditable.

13.5 Time in a travel status includes the time an employee actually spends traveling between the official worksite and a temporary worksite, or between two temporary worksites, and the usual waiting time that precedes or interrupts such travel, subject to the exclusion specified in this paragraph and the requirements otherwise discussed in this Section. Time spent at a temporary worksite between arrival and departure is not time in a travel status. Bona fide meal periods during actual travel time or waiting time are not creditable as time in a travel status. A delay or extended waiting time between actual periods of continuous travel that includes overnight lodging during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes, is not creditable as time in a travel status. Determinations regarding what is creditable as "usual waiting time" are within the sole and exclusive discretion of USMEPCOM.

13.6 If an employee is required to travel directly between his or her home and a temporary worksite outside the limits of the employee's official worksite, the travel time is creditable

as time in a travel status. However, the time that employee normally would spend in home-to-work or work-to-home travel is deducted from that amount.

13.7 Only travel from home to the temporary duty station on the first day and travel from the temporary worksite to home on the last day must be considered as creditable in the case of an employee who is on a multiple-day travel assignment and who chooses not to use temporary lodging at the temporary worksite, but to return home at night or on a weekend. Travel to and from home on other days is not creditable travel time unless the authorized management official determines that credit should be given based on the net savings to USMEPCOM from reduced lodging costs, considering the value of lost labor time attributable to compensatory time off. For cost comparison purposes, the dollar value of an hour of compensatory time off for travel equals the employee's hourly adjusted rate of pay.

13.8 In the case of an employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or who travels at a time or by a route other than that selected by USMEPCOM, USMEPCOM must determine the estimated amount of time in a travel status the employee would have had if the employee had used the mode of transportation offered by USMEPCOM or traveled at the time or by the route selected by USMEPCOM. In determining time in a travel status under this subpart, USMEPCOM must credit the employee with the lesser of the estimated time in a travel status or the actual time in a travel status.

13.9 If an employee is required to travel between home and a transportation terminal (e.g., airport or train station) within the limits of his or her official duty station as part of travel away from that duty station, the travel time outside regular working hours to or from the terminal is considered to be equivalent to commuting time and is not creditable time in a travel status. If the transportation terminal is outside the limits of the employee's official duty station, the travel time to or from the terminal outside regular working hours is creditable as time in a travel status, but is subject to an offset for the time the employee would have spent in normal home-to-work or work-to-home commuting. If the employee travels between a worksite and a transportation terminal, the travel time outside regular working hours is creditable as time in a travel status, and no commuting time offset applies.

13.10 When an employee's travel involves two or more time zones, the time zone from the point of first departure must be used to determine how many hours the employee actually spent in a travel status for the purpose of accruing compensatory time off.

13.11 Employees must file requests for credit of compensatory time off for travel within ten (10) workdays after returning to the official duty station, or within ten (10) workdays of returning from the temporary duty station or approved leave which immediately follows the temporary duty during which the compensatory time off for travel was earned, by submitting a travel itinerary, or any other documentation acceptable to the employee's supervisor, in support of the request. If not submitted within this time, USMEPCOM may deny the request for credit of compensatory time off, unless the employee can show good cause for the delay. USMEPCOM will authorize credit in increments of one-quarter of an

hour and will track and manage compensatory time off for travel separately from other forms of compensatory time off.

13.12 An employee must use accrued compensatory time off for travel by the end of the 26th pay period after the pay period during which it was credited. If an employee fails to use the compensatory time off within twenty-six (26) pay periods after it was credited, he or she will forfeit such compensatory time off.

14.13 USMEPCOM may extend the time limit for using such compensatory time off for travel for up to an additional twenty-six (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. USMEPCOM retains complete discretion in expanding this time period, and it is not subject to review under the grievance or arbitration procedure.

# ARTICLE 15 - TELEWORK

## Section 1.0 General

1.1 USMEPCOM and the Union jointly recognize the mutual benefits of a flexible workplace program to USMEPCOM and its employees. Balancing work and family responsibilities, assistance to the elderly or disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing these benefits, both Parties also acknowledge the needs of USMEPCOM to accomplish its mission. The primary intent of the telework program is to support the mission of USMEPCOM in an alternative work setting. Telework must not be used in lieu of dependent care. Employees who telework will be permitted to take care of personal matters in the same way as employees who do not telework. USMEPCOM's Telework Program will be governed by applicable law, government-wide rules and regulations, DoD Instructions and this Article. In those instances when this Agreement conflicts with DoD Instructions, this Agreement shall control.

1.2 Any Telework Program established under this Article will be a voluntary program which permits employees to work at home or at other approved sites away from the office for all or a part of the workweek.

1.3 The Parties agree that employees participating in telework are performing the same duties as their counterparts working in building 3400. In the interest of fairness and equity, employees shall not be disadvantaged on their performance expectations because of their participation in telework. USMEPCOM shall use the same measurements of work for employees who are on telework as are used for those employees who perform those same tasks at their Official Duty Station (ODS).

## Section 2.0 Definitions

**2.1 Alternate Duty Station (ADS)** A worksite other than the employee's official duty station, such as employee's residence (defined as a specific room or area within an employee's primary residence), a facility established by state, local, county governments or private sector organizations for use by teleworkers, or an established satellite location, including other USMEPCOM facilities. The alternative worksite must be mutually agreeable to the employee and their supervisor.

**2.2 Disciplinary Action** Action taken to correct an employee's performance or conduct. These actions include written letters of reprimand, suspensions, terminations or removals.

**2.3 Official Duty Station (ODS)** A teleworking employee's official duty station continues to be the permanent duty station. Generally, the official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (that is, the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice a pay period on a



regular and recurring basis to that regular worksite. Employees should refer to 5 C.F.R. 531.605 for application of special situations.

**2.4 Regular and Recurring Telework** Regular and recurring telework means the employee works at an ADS on a regularly scheduled basis (for example, one or more days per week, the second Wednesday of each pay period, Tuesday afternoon, two hours per day, etc.), at a home or other offsite location.

**2.5 Short-Term or Temporary Telework** "Short-term," "temporary," "ad hoc" or "situational" telework is when an employee is prevented from reporting to the regular worksite due to inclement weather, medical appointment, special work assignments, or to accommodate special circumstances, etc. This is approved on a case by case basis where the hours worked were not part of a previously approved, ongoing and regular telework schedule. Employees participating in this type of telework may work full-time or may combine part-time work with leave use depending on the circumstances of the individual and the portability/availability of work at the alternative site.

**2.6 Telework** A work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

### **Section 3.0 Criteria**

**3.1** USMEPCOM shall determine the eligibility of all employees to participate in telework in accordance with this Article. Eligible employees shall be permitted to telework to the maximum extent possible without diminished individual or organization performance. Telework eligibility criteria should be applied impartially and consistently without prohibited factors being considered. All employees shall be notified of their position eligibility to telework within thirty (30) calendar days of their start date.

**3.2** Certain positions or employees may be identified as ineligible for telework based on the following criteria:

**3.2.1** Employees whose official duties require on a daily basis (every work day) direct handling of secure materials determined to be inappropriate for telework by USMEPCOM.

**3.2.2** Employees whose official duties require on a daily basis (every work day) on-site activity that cannot be handled remotely or at an alternate worksite.

**3.2.3** Employees whose documented and continued performance or conduct warrants more close supervisory direction than telework may provide (e.g. employees whose rating of record is below successful or whose conduct has resulted in disciplinary action within the past twelve (12) months).

3.2.4 Employees recently assigned or newly appointed to trainee or entry level positions. The length of time until which the employee is deemed eligible for telework is at the supervisor's discretion and should be based upon relevant criteria (e.g., the employee's performance within the first six (6) months in the position or at mid-term review is at an acceptable level).

3.2.5 Employees shall not be authorized to telework if:

3.2.5.1 The employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year.

3.2.5.2 The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing Federal Government duties.

3.3 If employees meet the criteria for telework, USMEPCOM may approve their participation in telework arrangements in accordance with applicable law and this Article. USMEPCOM officials are responsible for determining which positions are appropriate for telework arrangements, consistent with labor relations obligations. The guidelines for approving telework arrangements are based on, but not limited to, the following:

3.3.1 Telework applies to all USMEPCOM employees, as appropriate.

3.3.2 Telework is authorized for the maximum number of positions to the extent that the Command's mission readiness is not jeopardized. The Parties agree that the issue of telework-eligible positions is subject to negotiation.

3.3.3 Telework is used to the broadest extent possible by eligible personnel on a regular and recurring basis, up to and including full-time telework, or on an ad hoc/situational basis, at an approved alternative worksite.

3.3.4 Work activities to be performed at an ADS must be portable (may be performed away from the traditional worksite, either in whole or in part, and can be evaluated by the supervisor).

3.3.5 The position's contact with other employees, the supervisor or manager, and serviced clientele is predictable and normally scheduled and can otherwise be accomplished.

3.3.6 The technology needed to perform work offsite must be available.

3.3.7 Employees may be linked electronically to the traditional office location by computer or may simply take work to the ADS, requiring no computer.

3.3.8 Privacy Act materials, evidence, or sensitive documents (hard copy or electronic) may be accessed remotely, provided the employee agrees to protect government records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act and all other applicable federal laws and government-wide regulations and other applicable DoD Policies and Directives.

3.3.9 The employee volunteered (or concurred with the supervisor's recommendation) to perform work at the ADS.

3.3.10 An employee has at least a "Successful" (or equivalent) performance appraisal. If the employee has worked more than twelve (12) months and does not have an appraisal, they shall be assumed to be "Successful" for purposes of telework.

3.3.11 The employee must have a telephone, workspace suitable to perform work, and utilities adequate for installing equipment.

3.3.12 The employee is willing to sign and abide by the USMEPCOM/AFGE Local 725 Telework Agreement.

#### **Section 4.0 Furniture and Equipment**

4.1 Employees participating in the Telework Program will be provided equipment necessary to perform their duties consistent with the telework request and budgetary constraints.

4.2 USMEPCOM will allow each employee on telework a portable computer and all necessary software and office supplies.

4.3 Any time USMEPCOM gives up space or otherwise downsizes the office, any excess equipment may be made available to employees in this program.

#### **Section 5.0 Telework Program Agreement**

5.1 Prior to participating in the Telework Program, employees will be required to complete a USMEPCOM/AFGE Local 725 Telework Agreement, found in Appendix 1, that has been negotiated between USMEPCOM and the Union. A new USMEPCOM/AFGE Local 725 Telework Agreement must be completed if significant changes occur (e.g., change in ADS address/location, change in supervisor, material change in position duties, and/or change in official duty station). Continued participation in telework shall be subject to periodic review by the supervisor and the employee for compliance with the requirements of this Article.

5.2 The Agreement documents a commitment by the employee and the supervisor to abide by the applicable guidelines and must be in place before the employee begins working at an alternative worksite.

5.3 Participants may be permitted to work at home or other ADS full days or a portion of a day.

5.4 USMEPCOM/AFGE Local 725 Telework Agreement will be fully completed by the requesting employee and supervisor, as appropriate.

## **Section 6.0 Requests to Telework**

### **6.1 In order to telework:**

6.1.1 Employee completes Telework 101 training and provides the supervisor with the Telework 101 training certificate. Supervisor completes his/her Telework 101 training.

6.1.2 Employee and supervisor complete the USMEPCOM/AFGE Local 725 Telework Agreement (Telework Agreement).

6.1.3 Immediate supervisor will provide the basis for their recommendation of approval or disapproval in the Specific Terms and Conditions Section and forward the entire telework package to the Director/Special Staff Officer. The package will include the Telework Agreement, duty schedule, position description, and training certificates.

6.1.4 Director/Special Staff Officer will provide the basis for their recommendation of approval or disapproval in the Specific Terms and Conditions Section and forward the entire telework package to the Chief of Staff for decision.

6.1.5 The Chief of Staff's decision on the employee's telework application may be grieved. Such a grievance would be submitted to the Chief of Staff at Step 2 of the grievance procedure described in Article 32 in this Agreement. The decision on the Step 2 grievance may be grieved to the Commander, USMEPCOM at Step 3 of the grievance procedure.

### **6.2 Telework as a reasonable accommodation**

6.2.1 Telework may be permitted as a reasonable accommodation for an employee with a disability in accordance with law and government-wide regulations. In addition, employees and management officials are to utilize the U.S. Army's Reasonable Accommodation Procedures. This publication can be located on the USMEPCOM EEO Office's intranet page at: [https://spear/Headquarters/MEDC-EEO/Shared%20Documents/U%20S%20Army Reasonable Accommodation Procedures.pdf](https://spear/Headquarters/MEDC-EEO/Shared%20Documents/U%20S%20Army%20Reasonable%20Accommodation%20Procedures.pdf).

6.2.2 Supervisors and employees will go to the USMEPCOM EEO Office for processing all requests for reasonable accommodation for their employee's disabling condition(s), to include requests for Telework as a form of reasonable

accommodation. Reasonable accommodation procedures have been centralized at the USMEPCOM EEO Office.

6.2.3 Supervisors and Agency officials who have an appropriate “need to know” may be informed by the EEO Disability Program Manager about necessary restrictions on the work or duties of the employee and about any necessary accommodation(s).

## **Section 7.0 Hours of Work and Leave**

7.1 Employees performing work at the alternate worksite will follow established procedures for requesting and obtaining approval of leave, consistent with Article 18, Leave, of this Agreement.

7.2 Employees performing work at the alternate worksite are subject to the same maximum workday limits as they would be if they were performing work at their official duty station, consistent with Article 13, Hours of Work, and Article 14, Overtime/Premium Pay and Compensation, of this Agreement.

7.3 The number of days each week, pay period, or month an employee will work at an alternative worksite will vary depending on the individual arrangement made between the employee and the supervisor. Employees may telework as few as one day per month or as many as five (5) days per week.

7.4 Employees on duty shall be available to participate in regular staff meetings and other meetings necessary to the accomplishment of work; have direct interaction with the supervisor, coworkers, and customers; and access equipment, files, and reference materials not available at the ADS. As a general rule, mandatory training days will override telework scheduling; that is, teleworkers will report to their primary worksite to participate in mandatory training days unless their supervisor provides an exception before the training day. Supervisors will consider deviations from this requirement to include such circumstances as accommodating physical disabilities, recovery from illness, etc.

7.5 With supervisory approval, employees may choose to change their scheduled work hours, or change to or from an AWS in accordance with Article 13, Section 10 of this Agreement. For example, an employee may begin their work at an earlier time when working from home since no time is spent commuting to the worksite.

7.6 Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported to work at their regular worksite. Employees must record dates and times of telework accomplished so telework usage can be tracked. The following telework codes will be the only three types annotated in Automated Time Attendance and Production System (ATAAPS) unless otherwise updated by ATAAPS:

7.6.1 “TW” – Telework Regular and Recurring

7.6.2 “TS” – Telework Ad hoc/Situational

### 7.6.3 "TM" – Telework Medical (both ad hoc/situational and regular)

## **Section 8.0 Pay and Entitlements**

8.1 An employee's pay will not be negatively impacted solely by the employee's decision to telework unless required by law or government-wide regulations. Overtime pay, premium pay, special salary rate, and other entitlements continue while the employee teleworks as long as the employee remains eligible under Federal pay laws/authorities for overtime pay, premium pay, special salary rates, and other entitlements. Employees will be notified by USMEPCOM prior to accepting telework of any consequences to their pay entitlements that will result from telework.

8.2 The governing rules, regulations and policies concerning attendance, leave and overtime are unchanged by participation in telework. Employees will be compensated for overtime or night work performed in accordance with Article 14, Overtime/Premium Pay and Compensation.

8.3 Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the ODS or alternate worksite(s). Employees will designate their alternate worksite(s) in Section I of the Telework Agreement. Any accident or injury must be brought to the attention of USMEPCOM as soon as possible. USMEPCOM will investigate all reports as soon as possible following notification.

## **Section 9.0 Position Descriptions and Performance Standards**

9.1 Telework will seldom require changes in position descriptions, but may affect factors such as supervisory controls or work environment. An employee is not relieved of and is expected to meet the performance standards established for their position at the official duty station.

9.2 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 actions. Performance standards for employees that telework should be the same as performance standards for on-site employees. As with any supervisory relationship, work assignments to be performed or training to be accomplished while on telework should be discussed, understood, and agreed to in advance of the telework event.

## **Section 10.0 Temporary Recall from ADS**

10.1 Employees who are on duty may be required to report to their ODS to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.

10.2 Employees may also be required to report to their ODS for valid operational needs to perform agency work which cannot otherwise be performed on another workday, at the ADS, via telephone, or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice and be provided a reasonable time to report. Employees should make every effort to report as soon as possible.

10.3 When requiring an employee to report on short notice, the employee's needs will be considered along with the reason for the change in work location.

### **Section 11.0 Removal from Program**

11.1 USMEPCOM may remove an employee from the Telework Program based on the employee's failure to adhere to the requirements specified in the USMEPCOM/AFGE Local 725 Telework Agreement and/or a change in eligibility to telework as discussed in Section 3 of this Article. Normally, employees will not be removed from participation for single, minor infractions of Telework Program requirements. Supervisors will counsel employees about specific problems before effecting removal. The counseling will be confirmed in writing. When a decision is made to remove an employee from the Telework Program, the employee must be given written notice indicating the reason(s) for removal. The employee may reapply for Telework Program participation thirty (30) calendar days after removal from the program, unless not authorized to telework as outlined in Section 3.2.5 of this Article.

11.2 Any time an employee believes they need to permanently or temporarily return to work at the ODS, the employee will normally provide USMEPCOM with thirty (30) calendar days notice of the needed change, except in emergency situations. USMEPCOM will make reasonable efforts to accommodate the employee's needs. Employees returning to the ODS in these circumstances must recognize that the equipment and workstations that are made available by USMEPCOM may not immediately be the same as the ones they had prior to participating in the Telework Program. USMEPCOM is expected to provide the employee a complete work area equal or similar to that of others in their occupation in their assigned work area within a reasonable timeframe.

### **Section 12.0 Problems/Emergencies Affecting Work Performance**

12.1 Employees will promptly inform supervisors whenever any problems/emergencies arise which adversely affect their ability to perform work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

12.2 When a problem/emergency affects only the ADS for a major portion of the workday, USMEPCOM can require the teleworking employee to report to the main office, approve annual leave or leave without pay, or authorize an excused absence.

12.3 A teleworking employee may sometimes, but not always, be affected by an emergency requiring the main office to close. When both the main office and the ADS are affected by a

widespread emergency, USMEPCOM should grant the teleworking employee excused absence per Article 18, Leave.

12.4 The use of telework may also be appropriate to address emergent situations such as: pandemic illness; floods; hurricanes; evacuations; tornados; utilities disruptions; etc. Expedited procedures for processing of requests and securing approval for telework will be necessary in the type of situation envisioned in this paragraph. Approval of telework under these circumstances is only for organizational emergencies.

### **Section 13.0 Evaluation of Program**

The Parties agree to meet six (6) months after the implementation of this Agreement to assess any concerns relevant to employees working at their residence such as availability of laptop computers.

### **Section 14.0 Union Notification**

The Union will be notified when employees are placed on telework, taken off telework, had their telework request denied, or when a telework request is not completed within thirty (30) calendar days of the request being submitted by the employee.

### **Section 15.0 Grandfather Clause**

On the effective date of this Agreement, employees currently working at an ADS are not required to reapply for telework but will otherwise be governed by this Article.

### **Section 16.0 Union Access to Lists of Teleworking Employees**

Within ten (10) working days of the effective date of this Agreement, USMEPCOM will provide the Union with a list of all unit employees who are enrolled in the Telework program. Thereafter, USMEPCOM will provide the Union with a list of unit employees in accordance with Section 14 of this Article.



## **ARTICLE 16 - CONTRACTING OUT**

### **Section 1.0 General**

1.1 USMEPCOM acknowledges its responsibility to adhere to law and applicable Government-wide regulations regarding the use of experts, consultants, and contractors' employees.

1.2 Upon request USMEPCOM shall provide to the Union a copy of a contract in which duties or functions previously performed by employees are now being performed by non-government personnel within thirty (30) calendar days, with proprietary or privacy act information redacted.

1.3 Matters in this article are grievable to the extent that they are not excluded from coverage by OMB Circular A-76.

### **Section 2.0 A-76 Competitive Sourcing/Commercial Activity Process**

2.1 The parties have a mutual interest in ensuring constructive employee involvement in implementing the Commercial Activities (A-76) studies initiated by USMEPCOM. Therefore:

2.1.1 USMEPCOM shall notify the Union within ten (10) workdays of its decision to use an A-76 competition to determine if government personnel should continue to perform work or contract out work that is currently performed by employees. The notice shall identify the affected units and the functions, positions and grade levels of employees affected.

2.1.2 The Union shall be notified of all relevant data and information as it becomes available, including schedules, milestone charts, invitations for bid, or requests for proposals, and performance work statements (PWS)/statements of work (SOW).

2.1.3 The Union may appoint an employee on each PWS and Most Efficient Organization (MEO) Team, consistent with the revised OMB Circular A-76 guidelines. An employee may serve on the PWS Team or the MEO Team, but not both. Members of the PWS and MEO Teams will be provided relevant training. Employees selected to serve on the PWS and MEO Teams will be allowed a reasonable amount of official time and travel in connection with Team activities. It is anticipated that training and meetings may be conducted via teleconference or online.

2.1.4 USMEPCOM shall hold regularly scheduled meetings to discuss the status of the A-76 competition with all affected employees. The Union will be given notice

prior to any meetings between employees and management with regard to A-76 discussions. Every effort will be made to provide notification as early as possible.

2.1.5 As information is releasable, management will notify the Union of its decision to contract out work that is currently performed by employees. Such notice will include information regarding any feasibility or cost studies that have been performed, authorized staffing levels, number of positions and vacancies.

2.1.6 Upon receipt of notification of Management's decision to contract out work that is currently performed by employees, the Union may request bargaining in accordance with Article 34, Mid-Term Bargaining.

2.1.7 Upon request and as allowable by law and regulation, USMEPCOM will provide the union information on A-76 related activities. This includes a copy of the PWS, contract solicitation, and documents referenced in the revised OMB Circular A-76.

2.1.8 If determination is made based on the results of the A-76 study that government personnel should continue to perform work, upon request USMEPCOM will provide the Union a copy of the written decision and corresponding letter of obligation (if applicable) no later than fifteen (15) calendar days from date of receipt of request.

### **Section 3.0 Personnel Considerations for Adversely Affected Employees**

3.1 Adversely affected employees are those identified for release from their competitive level by an Agency, in accordance with 5 C.F.R. Part 351 and Chapter 35 of Title 5, United States Code, as a direct result of a decision to convert to contract (contracting out), USMEPCOM's Most Efficient Organization (MEO), or interagency service agreement.

3.2 Adversely affected employees will be contacted by CPAC regarding career transition services. CPAC will provide transition counseling to affected employees in person, via videoconference, or by telephone.

3.3 Federal employees displaced by a decision to convert to contract or public reimbursable source performance have the Right-of-Refusal for jobs for which they are qualified that are created by the award of conversion.

3.3.1 A standard clause should be included in A-76 cost comparison solicitations notifying potential contractors of this requirement. The Right-of-First-Refusal is afforded to all Federal employees displaced by the decision to convert to contract performance.

3.3.2 CPAC should work with the contracting officer and employees to implement these provisions.

**3.4 USMEPCOM and/or CPAC should exert maximum efforts to find available positions for Federal employees displaced by conversion decisions, including:**

**3.4.1 Giving priority consideration for available positions within USMEPCOM;**

**3.4.2 Establishing a Reemployment Priority List and an effective placement program;**

**3.4.3 Paying reasonable costs for training and relocation that contribute directly to placement; and**

**3.4.4 Registration in the Career Transition Assistance Program (CTAP) and the Interagency Career Transition Assistance Program (ICTAP).**

# **ARTICLE 17 - TRANSFER OF FUNCTION AND REDUCTION IN FORCE**

## **Section 1.0 Scope**

1.1 This Article governs Reduction in Force (RIF) and Transfer of Function (TOF) actions as provided in applicable laws and regulations. For purposes of this Article, the following terms are defined in law and are included for informational purposes:

1.1.1 Reduction in Force (RIF): When USMEPCOM releases a competing employee from his or her competitive level by furlough for more than thirty (30) calendar days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when such action will take effect after USMEPCOM has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within sixty (60) calendar days or within thirty (30) calendar days in emergency situations.

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

1.1.3 Function: All or a clearly identifiable segment of any agency's mission (including all integral parts of that mission, regardless of how it is performed).

1.1.4 Competitive Area: USMEPCOM will define the competitive area for a RIF or TOF action. The competitive area may consist of all or parts of USMEPCOM. The competitive area will be defined solely in terms of USMEPCOM's organizational unit(s) and geographical location and will include all employees within the competitive area so defined.

1.1.5 Competitive Level: Positions in the competitive area that are in the same grade (or occupational level) and classification series that are so alike in qualification requirements, duties, responsibilities, pay schedule, and working conditions so that USMEPCOM may reassign the incumbent of one position to any of the other positions in the level without undue interruption.

1.1.6 Commuting Area: The geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their usual employment.

1.1.7 Undue Interruption: A degree of interruption that would prevent the completion of required work by the employee ninety (90) calendar days after the employee has been placed in a different position under a RIF action. The 90-day standard should be considered within the allowable limits of time and quality, taking into account the pressures of priorities, deadlines, and other demands. However, a work program would generally not be unduly interrupted even if an employee needed more than ninety (90) days after the RIF to perform the optimum quality or quantity of work. The ninety (90) day standard may be extended if placement is made to a low priority program or to a vacant position.

## **Section 2.0 Statement of Principle**

2.1 USMEPCOM and the Union recognize that employees may be seriously and adversely affected by a RIF or TOF action. Before implementing a RIF or TOF affecting bargaining unit employees, USMEPCOM will attempt to minimize adverse effects through such appropriate means as attrition, reassignment, furlough, hiring freeze, and early retirement. USMEPCOM considers a RIF to be an action of last resort.

2.2 Before taking a final decision in the matter, USMEPCOM will meet with the Union as soon as possible to discuss any alternatives that could alleviate adverse effects on employees.

## **Section 3.0 Notice to the Union**

When USMEPCOM reaches a final decision to take a RIF or TOF action, the Union President will be notified in writing at the earliest possible date, but no later than ninety (90) calendar days prior to the effective date. Notice will include the reason for the RIF or TOF, approximate number and types of positions to be affected, geographic location, and anticipated date of the planned actions.

## **Section 4.0 Notice of RIF or TOF**

4.1 Consistent with 5 C.F.R. 351, after notice to the Union, USMEPCOM will provide notice of RIF or TOF action to affected employees of no less than sixty (60) full calendar days. Individual RIF or TOF notices must include the following information:

4.1.1 The action to be taken, the reason for the action, and its effective date;

4.1.2 The employee's competitive area, competitive level, retention subgroup, service date, and three most recent performance ratings of record received during the last four (4) years;

4.1.3 The place where the employee may inspect the regulations and records pertinent to this case;

4.1.4 The reasons why any lower standing employees in the same competitive area are being retained;

4.1.5 Grade and Pay retention information applicable to the employee receiving the notice;

4.1.6 Information on reemployment rights;

4.1.7 The employee's right to grieve the action under Article 32, Grievance Procedure; and

4.1.8 The option to either grieve the action under Article 32, Grievance Procedure or to the Merit Systems Protection Board if the employee alleges the RIF action is a Prohibited Personnel Practice under 5 U.S.C. 2302.

### **Section 5.0 Retention Registers**

USMEPCOM will make current its retention registers before giving notice to affected employees. Subsequent to giving notice to affected employees and upon request, USMEPCOM will provide the Union with a Privacy Act and/or 5 C.F.R. Part 297-compliant copy of the updated retention register(s) and will meet with the Union to discuss any questions the Union has regarding the register(s). Affected employees will be permitted to review retention registers with the employee's name, and other retention registers for other positions that could affect the composition of the employee's competitive level and/or the determination of the employee's assignment rights.

### **Section 6.0 Offer of Position**

6.1 USMEPCOM shall, in accordance with 5 C.F.R. 351, if possible, offer an assignment to each employee adversely affected through the implementation of a RIF or TOF. Consistent with 5 C.F.R. 351.701 the offer, if made, shall be of a position as close as possible to, but not higher than, the current grade of the affected employee, and the position shall be in the same competitive area. Employees adversely affected by a RIF or TOF may request, in writing, that they be assigned to a particular continuing position meeting the provisions in the previous sentence. An employee is restricted to making such a request only one time; the request can be made only after the retention registers have been completed. Such an employee request will be answered within ten (10) calendar days. These employee requests will not be grievable under the Article 32, Grievance Procedure, if the request is rejected by USMEPCOM.

6.2 Employees will respond in writing to a best offer of employment to another position within fifteen (15) calendar days of receipt of a written offer. Failure to respond within fifteen (15) calendar days will be considered a rejection of the offer.

### **Section 7.0 Exceptions to Qualifications**

In accordance with applicable RIF and TOF regulations and to the extent feasible, if USMEPCOM is unable to offer an assignment to an affected employee, USMEPCOM should grant exception(s) to some qualifications for a vacant position which it intends to fill, which does not contain selective placement factors, provided a) the employee meets any minimum education requirement for the position, and b) the Agency determines that the

employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position.

### **Section 8.0 Use of Vacancies**

To the extent possible, USMEPCOM will not fill a vacant bargaining unit position within the organizational unit in which the RIF is taking place until it has considered all reasonable alternatives to reduce the adverse effects on employees who are to be displaced as a result of the RIF. In considering these alternatives, USMEPCOM will review the possibility and feasibility of restructuring vacant positions.

### **Section 9.0 Relocation**

9.1 Employees who are relocated by and within USMEPCOM as a result of action covered by this Article will receive relocation expenses and authorized absence as provided by law and regulations.

9.2 Employees reassigned to a different commuting area who relocate will be allowed a period of time, as appropriate on a case by case basis, to complete the move and report to work at the new work location.

9.3 The employee should be provided reasonable administrative time to research relocation matters such as area housing and schools in the new geographic location, disposition of their current homes, and to handle any other matters related to the move, to the extent allowable under appropriate laws and regulations.

### **Section 10.0 Placement Services.**

10.1 USMEPCOM will utilize all resources available under applicable law and regulation in efforts to place employees who are separated or reduced in grade as the result of a RIF. This will include the Reemployment Priority List (RPL) and OPM's Career Transition Assistance Program. Employees separated in a RIF will receive priority consideration to fill vacant positions at the activity where they worked for which they are qualified in accordance with eligibility and employment restrictions per 5 C.F.R. 330. Consideration shall be given in accordance with 5 C.F.R. 330.203. In order to be placed on the RPL, an eligible employee must submit a timely request or application.

10.2 Whenever technological changes cause abolishment of some jobs and the establishment of others, USMEPCOM agrees, when feasible, to utilize the abilities and skills of the displaced employees through established re-training programs designed to qualify these employees for other jobs:

10.2.1 when feasible and applicable by law and regulation, and

10.2.2 consistent with the abilities of the employees.

10.3 Grade Retention and Priority Placement:

For a period of two (2) years beginning on the date the employee is placed in a lower graded position, an employee demoted by an action covered by this Article is entitled to retention at the grade from which he/she was demoted. Such employees will also be placed on the Agency's Retained Grade Placement Program in accordance with the DoD Priority Placement Program Handbook.

10.4 Employees facing RIF actions will receive reasonable amounts of administrative leave and/or duty time to contact federal job placement officials and employment agencies.

### **Section 11.0 Excepted Service**

In RIF and TOF actions, USMEPCOM will apply the same procedures in this Article for both competitive and excepted service employees only as provided by applicable laws and regulations. However, excepted service employees will compete only with other excepted service employees in the same appointing authority and in the same competitive area. In no case will excepted and competitive service employees compete with each other for retention or placement.

### **Section 12.0 Unemployment Compensation**

USMEPCOM will inform employees who are to be separated in a RIF as to their general eligibility for unemployment compensation and direct them to applicable websites for additional information.

### **Section 13.0 Furloughs**

13.1 The parties agree that each furlough requirement will require a specific MOA to be agreed upon to address specifics not contained in this Article. The Parties agree to complete specific MOAs as soon as possible after notification.

13.2 USMEPCOM agrees to comply with the provisions of 5 C.F.R. Part 752 in effecting the furlough, i.e., all USMEPCOM employees to be furloughed will receive a timely Notice of Proposed Furlough, an opportunity to respond to said Notice, and a Notice of Decision regarding the proposed furlough. Supervisors will personally present notices to their employees. Employees will be notified on the same day if present for duty, in the same manner. EXCEPTION: Employees not present for duty due to TDY, deployment, FMLA, telework, sick, medical appointments, etc., will receive notice via certified return receipt and regular mail.

13.3 Employees will be provided at least fourteen (14) calendar days following receipt of the Notice of Proposed Furlough to answer orally and/or in writing, and to furnish affidavits, and other documentary evidence in support of the employee's answer.

13.4 Pursuant to 5 CFR 752.404(d)(2), the advance written notice and opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediately curtailment of activities.



13.5 Approved telework will continue for employees already on an approved, regular and recurring, telework agreement unless it is scheduled on a furlough day. Employees will reschedule with their supervisor regular and recurring telework days that are presently on such days. The rescheduled telework day(s) will remain the same throughout the duration of the furlough. Upon completion of the furlough period, employees will, if desired, return to their previous regular and recurring telework days. As an example, Edward Employee teleworks every other Friday. When the Agency decides to furlough Edward Employee every Friday for a three month period, Edward Employee would be furloughed every Friday during that three month period with him and his supervisor agreeing that he could instead telework on every other Thursday

13.6 During the furlough period, any LWOP taken under FMLA that is scheduled to be taken instead of a furlough day off will not count toward the employee's twelve (12) week FMLA LWOP entitlement period. An employee who takes LWOP under FMLA instead of a furlough day off may not later substitute paid leave for the days of LWOP.

13.7 Furlough days will not impact an employee's performance appraisal. Supervisors will work with their employees to modify deadlines and expectations to account for the shortened time during the furlough period.

13.8 Employees exempted because of assignment in a combat zone will also receive notice of furlough. The purpose is to provide notice in the event the employee returns stateside during the furlough period and becomes subject to a prorated furlough.

13.9 Any employee added to the USMEPCOM rolls during the administrative furlough period will be subject to the furlough rules described above. Their furlough days will be prorated. Management agrees to provide the Union with the name(s) of the employee(s) and information concerning their notification and furlough date(s) within two (2) work days of the employee's start date.

13.10 USMEPCOM agrees to provide all employees with significant information updates as they become available, but in all cases at least every three (3) weeks. These "Townhall Meetings" for all employees will afford them the opportunity and forum in which to ask questions or raise concerns. The first Townhall Meeting will occur upon USMEPCOM receiving a directive from its higher authority to execute a furlough.

13.11 All time frames described in this Agreement, including but not limited to those associated with filing grievances, responding to grievances, requests to bargain, arbitration, Inspector General complaints, and responses to proposals will be extended for each day of furlough occurring during that respective time period. The time requirements associated with the EEO complaint process are mandated by law and are specifically excluded from this provision.

13.12 The Union will be included in all furlough formal discussions involving management.

13.13 Upon receipt of additional information or guidance, Management will promptly provide the Union with that information or guidance and allow the Union to share the information with its bargaining unit members.

13.14 Provided that applicable regulatory requirements have been met, no employee will lose any of their annual (use or loss) leave due to furlough and attempts to "catch up" on workload /mission requirements. Management will make every attempt to approve leave during these critical times to avoid loss of annual days.

13.15 Employees who are furloughed during a lapse in appropriations will be retroactively paid and otherwise compensated when appropriations are approved to the extent permitted by law and regulation.

## **ARTICLE 18 - LEAVE**

### **Section 1.0 General**

1.1 Employees will accrue and use sick and annual and other types of leave in accordance with applicable statutes, OPM regulations, and this Agreement.

1.2 All leave charges shall be in increments of one-quarter hour.

1.3 Employees should not be denied leave, based solely on their leave balance, where they have accrued sufficient leave to cover their request.

1.4 No arbitrary or capricious restraints will be established to restrict when leave may be requested.

1.5 Changes to the USMEPCOM's automated time and attendance system shall be negotiated in accordance with government-wide law, regulations and this Agreement.

1.6 Employees should request, in advance, approval of anticipated leave as soon as possible.

1.7 Leave will be denied only for appropriate reasons and not as a form of discipline. No approved leave or approved absence will be a basis for disciplinary action except when it is clearly established that the employee submitted fraudulent documentation, misrepresented the reasons for the absence or has excessive absence under the law.

1.8 Employees will not be adversely affected in any employment decision solely because of their leave balances, but may be as a result of their leave usage.

### **Section 2.0 Annual Leave**

2.1 Employees earn annual leave in accordance with applicable laws and regulations.

2.2 Annual leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and unscheduled purposes. All employees may request at least two (2) consecutive weeks of annual leave per year and take such leave subject to USMEPCOM's approval.

2.3 The use of accrued annual leave is an absolute right of the employee, subject to the right of USMEPCOM to approve when leave may be taken.

2.4 Employees should submit requests for annual leave as far in advance as possible. The employee's supervisor will make every effort to render a decision within two (2) workdays of receiving the request. USMEPCOM will also make every effort to accommodate the employees' requests, consistent with valid operational needs.

2.4.1 Planned Leave. Employees should submit requests for planned leave as far in advance as possible. USMEPCOM will make every effort to render timely decisions on employees' leave requests within two (2) workdays. The planned leave schedule for the next leave year will be published to employees by the end of the current calendar year. The approved planned leave schedule will be kept up-to-date and remain available to each employee within their respective area. The supervisor within each respective area will determine the method for maintaining and publishing this schedule. Upon request, a planned leave schedule will be provided to the Union.

#### 2.4.2 Unplanned Leave.

2.4.2.1 If the need for leave cannot be anticipated, the employee shall attempt to contact their immediate supervisor or other designated official to request approval of unscheduled/emergency leave by telephone no later than two (2) hours after the start of the employee's normal work day, or as soon as possible thereafter. In the event that neither the supervisor nor other designated official is available, the employee may utilize voice mail or e-mail, where it exists, to notify USMEPCOM of their need for leave. In the event the employee is unable to make the call, someone else may make it on their behalf. In the event the employee does not report during the reporting period, the supervisor will not record the leave status until the end of the scheduled shift, except for the need to process time and attendance records. If the employee's leave status has not been clarified by the end of the shift, the absence may be charged to AWOL. This will not preclude a later change in leave status for good and sufficient reasons.

2.4.2.2 The supervisor will call the employee within two (2) hours of the voicemail or email if the leave cannot be granted. In the event the employee is not available, the supervisor may utilize voicemail (the preferred method) or email. If the supervisor does not return the voicemail or email, the employee may assume approval of the leave for the period requested up to a period of three (3) workdays.

2.5 Upon request, an employee will be provided, in writing, with the reason for a denial of annual leave. It is the responsibility of USMEPCOM to initiate action to reschedule annual leave that was denied, when rescheduling is desired by the employee. The times at which such rescheduled leave is used must be by concurrence of the employee and USMEPCOM.

2.6 USMEPCOM will allow the maximum number of employees to use leave in accordance with coverage requirements.

### **Section 3.0 Excused Absences**

Supervisors are encouraged to excuse, without charge to leave, tardiness/absences which are brief, infrequent, and for a good cause.

## **Section 4.0 Sick Leave**

4.1 Employees earn sick leave in accordance with applicable statutes and regulations. Employees may not be charged sick leave without their consent.

### **4.2 Procedures.**

4.2.1 It is the responsibility of the employee who is incapacitated for duty to notify the immediate supervisor or other designated official (or to have any responsible person make the notification for the employee) no later than two (2) hours after the start of the employee's workday, or as soon as possible thereafter. In the event that neither the supervisor nor other designated official is available, the employee may utilize voice mail or e-mail, where it exists, to notify USMEPCOM of their need for leave. In the event the employee is unable to make the call, someone else may make it on their behalf. In the event the employee does not report during the reporting period, the supervisor will not record the leave status until the end of the scheduled shift, except for the need to process time and attendance records. If the employee's leave status has not been clarified by the end of the shift, the absence may be charged to AWOL. This will not preclude a later change in leave status for good and sufficient reasons.

4.2.2 The supervisor will call the employee within two (2) hours of the voicemail or email if the leave cannot be granted. In the event the employee is not available, the supervisor may utilize voicemail (the preferred method) or email. If the supervisor does not return the voicemail or email, the employee may assume approval of the leave for the period requested up to a period of three (3) workdays.

4.3 An employee who expects to be absent more than one (1) day will inform the immediate supervisor or other designated official of the expected date of return to duty and/or any changes. In the case of extended illness, daily reports will not be required.

4.4 Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences.

4.5 Employees are entitled to sick leave when the employee:

4.5.1 is incapacitated for the performance of their duties as a result of physical or mental illness, injury, pregnancy, or childbirth;

4.5.2 receives medical, dental, optical or surgical examination or treatment;

4.5.3 would, as determined by a health care provider or other health authority having jurisdiction, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;

4.5.4 provides care for a family member who is incapacitated by a medical or mental condition; attends to a family member receiving medical, dental, or optical examination or treatment; or provides care for a family member with a serious health condition;

4.5.5 makes arrangements for or attends the funeral of a family member, or when suffers from bereavement caused by the death of a close relative or equivalent; or

4.5.6 must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

4.6. If an employee has insufficient sick leave accrued, the employee can request Leave Without Pay (LWOP) or other available leave instead of sick leave for an absence for which sick leave would otherwise be appropriate, subject to approval of the absence by the supervisor.

## **Section 5.0 Documentation for Sick Leave**

5.1 Employees, unless on sick leave restriction, will not be required to furnish medical documentation to substantiate a request for approval of sick leave for three (3) consecutive work days or less.

5.2 Where an employee requests sick leave, or annual leave, or LWOP in lieu of sick leave, for periods of illness exceeding three (3) consecutive workdays of the employee's work schedule, the employee must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. An employee may support the request for sick leave:

5.2.1 by medical certificate from the employee's health care provider that is administratively acceptable; or

5.2.2 by the employee's self-certification in instances where the illness was not treated by a health care provider. The statement will indicate why a health care provider was not seen; for example, remoteness of area, general condition of the illness, or other specific reasons. The supervisor may request clarification and/or additional documentation should the employee's written statement not be sufficient to support the request.

5.3 An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work will not be required to furnish a health care provider certificate on a continuing basis if the employee is:

5.3.1 not on sick leave restriction; and

5.3.2 provides, if requested, an administratively acceptable medical certificate every six (6) months which clearly states the continuing need for periodic absences.

5.4 Unless there is reasonable evidence to doubt the required information, administratively acceptable evidence for medical certification is a statement that says the employee was incapacitated for work and date(s) of incapacitation. This information will generally be considered sufficient for medical certification purposes. This applies to sick leave of more than three (3) consecutive workdays or certification for sick leave restrictions.

5.5 Documents regarding employee absence for sick leave purposes are highly sensitive. USMEPCOM will ensure that they are maintained in a secure and confidential manner.

## 5.6 Sick Leave Restriction

5.6.1 Supervisors should discuss concerns regarding sick leave usage with the employee at the earliest opportunity.

5.6.2 Where there is evidence establishing that an employee is abusing sick leave entitlement, the employee will be advised in writing of the issue, the appropriate restriction and the procedure that must be followed to obtain leave. The leave restriction will only address the identified leave abuse issue.

5.6.2.1 Sick leave restrictions will be in place for no longer than six (6) months. However, if the problem persists, the leave restriction may be extended in increments of three (3) months or less.

5.6.2.2 The employee will also be notified of the reasons in writing if the restriction is to be continued beyond the six (6) or any three (3) month period.

5.6.2.3 When the sick leave restriction is removed, the employee will be notified in writing of this action. This may occur before the end of the stated restriction period if the issue no longer persists.

5.6.2.4 Frequency or amount of leave used will not be the sole factor for determining sick leave abuse, nor will leave for which acceptable medical documentation has been provided.

5.6.2.5 Sick leave restriction may be part of a restriction on other forms of leave.

## **Section 6.0 Registration and Voting**

USMEPCOM agrees that when the voting polls are not open at least three (3) hours before or after employees' regular hours of work, employees may be granted an amount of excused absence to vote, or to register to vote, which will permit them to report to work

three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. Where release of an employee at the beginning or end of the day would seriously interfere with valid operational needs, the supervisor to the extent possible shall make other arrangements to allow the employee a reasonable amount of time during the workday to vote or register to vote. Under exceptional circumstances, where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable the employee to vote, but not to exceed a full day.

## **Section 7.0 Employee Absences for Court or Court-Related Services**

7.1 In accordance with applicable law, government-wide regulations or other outside authority binding on USMEPCOM, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave or loss of salary in the following instances:

7.1.1 for jury duty (including time spent waiting to be called or selected, and related travel time) when required by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States; and

7.1.2 serving as a witness (including time spent waiting to testify, and related travel time) when required by subpoena or directed to appear by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States.

7.2 If an employee on court leave is excused from court with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by USMEPCOM. An employee will request and receive approval prior to going on leave to the extent practicable, using procedures as set forth above.

7.3 Employees must reimburse to USMEPCOM fees paid for service as a juror or witness. However, monies paid to jurors or witnesses which are in the nature of "expenses" (e.g., transportation, parking, required overnight stay) do not have to be reimbursed to USMEPCOM.

## **Section 8.0 Leave Without Pay (LWOP)**

8.1 Requests for LWOP will be given serious, bona fide consideration.

8.2 LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. LWOP may be granted even though the employee has a sick or annual leave balance.

8.3 Employees may request LWOP for educational purposes.



8.4 LWOP is granted at the discretion of USMEPCOM, except in the following cases:

8.4.1 when a disabled veteran requests LWOP for medical treatment;

8.4.2 when requested by a reservist or National Guard member for military duties in accordance with appropriate military orders and/or documentation. Employees may request such leave after their military leave has been exhausted (38 U.S.C. 4316(d));

8.4.3 when requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the OWCP; or

8.4.4 when an employee makes a request pursuant to the Family and Medical Leave Act (FMLA) and meets the criteria for that program.

## **Section 9.0 Hazardous Weather/Emergency Conditions**

9.1 Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, employees may be granted administrative leave for the duration of the closure. Such situations include but are not limited to such events as heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, severe pollution, massive power failure, terrorist attacks, major fires or serious interruptions to public transportation caused by incidents such as strikes of local transit employees or mass demonstrations.

9.2 If the emergency conditions described above prevent an employee from timely arrival at work, even though the workplace is not closed, the employee may be granted administrative leave for absence from work for a part or all of the employee's workday. Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and provide an estimated time of arrival at work. In addition, USMEPCOM may request documentation that the employee made reasonable efforts to reach work, but was prevented from timely arrival by emergency conditions. In determining whether to grant administrative leave and the duration of the leave, USMEPCOM shall consider the following factors, and shall uniformly apply them to all employees within the area affected by the emergency:

9.2.1 the fact that the employee lives beyond the normal commuting area;

9.2.2 the mode of transportation normally used by the employee;

9.2.3 efforts by the employee to come to work;

9.2.4 the success of other employees similarly situated in reaching the worksite;

9.2.5 any physical disability of the employee; and/or

9.2.6 any local travel restrictions.

9.3 When an emergency condition forces the closure of a workplace and employees thereof are granted administrative leave as a result, an employee of that same facility who is both (a) working at home on an approved telework program and (b) prevented from accomplishing work because of that same emergency condition (for example, where a power outage affects employees both at home and in the office), should be provided the same amount of administrative leave as employees working in the office. A teleworking employee claiming administrative leave under this provision is responsible for providing appropriate documentation in support of that claim. The procedures for hazardous weather/emergency conditions are addressed in Article 28, Safety, Occupational Health and Environment.

9.4 If the President or other appropriate authority declares a natural disaster area, employees who are faced with a personal emergency caused by that natural disaster may be granted 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 or her claim.

9.5 Whenever employees are unable to leave the facility at the end of their shift, and the employee is assigned work, the employee will be paid in accordance with established policy for the payment of premium rates.

9.6 In accordance with government-wide regulations, USMEPCOM will fully implement the provisions of any approved program designed to provide inter-agency leave donation for employees affected by natural disasters. Employees may not donate or receive leave under the emergency leave transfer program until OPM has established the program for a specific emergency or major disaster.

## **Section 10.0 Accommodation for Religious Observances**

10.1 An employee whose personal religious beliefs require abstention from work during certain periods of time may elect to engage in overtime work to compensate for time lost by meeting those religious requirements.

10.2 To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of USMEPCOM'S mission, USMEPCOM shall in each instance, afford the employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

10.3 The employee may work such compensatory time before or after the granting of compensatory time off. Advanced compensatory time off should be repaid with the appropriate amount of compensatory time worked within a reasonable amount of time. Compensatory overtime shall be credited on an hour-for-hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory overtime earned and used.

10.4 In accordance with 5 C.F.R. 550.1002(d), the hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay).

### **Section 11.0 Military Leave**

11.1 As provided in 5 U.S.C. 6323(a), eligible employees may earn fifteen (15) days of military leave per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of fifteen (15) days into the next fiscal year. Military leave shall be granted without any loss of pay. Military leave shall be credited to a full time employee on the basis of an eight (8) hour workday. The minimum charge to leave is one (1) hour as required by law. An employee may be charged military leave only for hours that the employee would otherwise have worked and received pay. Employees who request military leave for inactive duty training (which is generally two (2), four (4), or six (6) hours in length) will be charged only the amount of military leave necessary to cover the period of training and necessary travel. Members of the Reserves and National Guard will not be charged military leave for weekends and holidays that occur within the period of military service.

11.2 Inactive Duty Training (IDT) is authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve component. It consists of regularly scheduled unit training periods, additional training periods and equivalent training.

11.3 Emergency Military Leave, as authorized by 5 U.S.C. 6323(b), provides twenty-two (22) workdays per calendar year for emergency military duty for employees who perform military duties in support of civil authorities in the protection of life and property, when ordered by the President or a State Governor. Members of the National Guard of the District of Columbia may be authorized unlimited military leave under 5 U.S.C. 6323(c), for certain types of duty ordered or authorized under Title 39 of the District of Columbia Code. Reserve and National Guard Technicians may be authorized up to forty-four (44) workdays of military leave for duties overseas under certain conditions, as provided by 5 U.S.C. 6323(d).

11.4 Employees requesting approval of military leave as set forth herein shall provide a copy of the orders directing the employee to active duty and/or a copy of the certificate on completion of such duty.

11.5 USMEPCOM will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301, *et al.*, which applies to persons who perform duty, voluntarily or involuntarily, in the uniformed services, including the

Army, Air Force, Navy, Marine Corps, Coast Guard, and Public Health Service Commissioned Corps, as well as the reserve components of each of these services. Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

11.6 Service members returning from a period of service in the uniformed services must be reemployed by USMEPCOM if they meet all five (5) eligibility criteria as set forth in USERRA:

11.6.1 the person must have held a civilian job;

11.6.2 the person must have given notice to USMEPCOM that he or she was leaving the job for service in the uniformed services unless giving notice is precluded by military necessity or otherwise impossible or unreasonable;

11.6.3 must not have exceeded the five (5) year cumulative limit on periods of service;

11.6.4 the person must not have been released from service under dishonorable or other punitive conditions; and

11.6.5 the person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

## **Section 12.0 Advanced Annual/Sick Leave**

12.1 An employee may be advanced all annual leave that he/she will accrue up to the end of the leave year. However, advanced annual leave may not be granted to a temporary employee beyond the date set for the expiration of the employee's temporary appointment, or to any employee if there is a likelihood that the employee will retire, be separated, or resign from USMEPCOM before the date the employee will have earned the leave.

12.2 At the beginning of a leave year or at any time thereafter when required by the exigencies of the situation, USMEPCOM may grant advanced sick leave in the amount of:

12.2.1 Up to two hundred and forty (240) hours to a full-time employee:

12.2.1.1 who is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

12.2.1.2 for a serious health condition of the employee or a family member;

12.2.1.3 when the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of

others by his or her presence on the job because of exposure to a communicable disease;

12.2.1.4 for purposes relating to the adoption of a child; or

12.2.1.5 for the care of a covered service member with a serious injury or illness, provided the employee is exercising his or her entitlement under 5 U.S.C. 6382(a)(3).

12.2.2 Up to one hundred and four (104) hours to a full-time employee:

12.2.2.1 when he or she receives medical, dental or optical examination or treatment;

12.2.2.2 to provide care for a family member who is incapacitated by a medical or mental condition or to attend to a family member receiving medical, dental, or optical examination or treatment;

12.2.2.3 to provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or

12.2.2.4 to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

12.3 Advanced sick leave may be combined with annual leave or LWOP when necessary to cover one continuous period of absence.

12.4 Employees requesting advanced leave shall submit a memorandum to their immediate supervisor that includes the type of leave requested, the projected number of hours requested, the reason for requested leave, and if necessary supporting documentation. Denials of requests for advance leave will be conveyed promptly to the employee in writing and will contain an explanation of the reasons for the denial.

12.5 Advanced leave may be approved in accordance with the employee's type of appointment. The employee will not be required to utilize any annual leave prior to utilizing the advanced sick leave.

12.6 It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered.

12.7 Upon separation, employees must repay the balance of any remaining advanced leave; however, an employee may request a waiver in writing.

## **Section 13.0 Voluntary Leave Transfer Program**

13.1 As authorized by 5 C.F.R. 630, Subpart I, employees are entitled to donate and receive leave for medical emergencies.

13.2 The Leave Transfer Program allows an employee to transfer annual leave to an approved leave recipient (excluding the employee's supervisor) up to one-half of the amount of annual leave the employee will accrue during the leave year.

13.3 Annual leave may not be transferred to an employee's immediate supervisor.

13.4 Employees or their representatives requesting voluntary leave donations will submit an OPM Form 630 which can be located on the USMEPCOM intranet website on the J-1/Civilian Personnel Division page to their immediate supervisor. Employees requesting to participate as donors in the voluntary leave transfer program will submit an OPM Form 630A, which can be located on the USMEPCOM intranet website on the J-1/Civilian Personnel Division page, to USMEPCOM J-1/CPD.

13.5 USMEPCOM will assist employees in preparing or will prepare the employee's solicitation information message which is directed to employees whom the employee designates. Immediate supervisors will advise employees of how and where to receive information and/or assistance pertaining to the voluntary leave transfer program.

13.6 When an employee receives donated leave, it may be used only for the medical emergency for which it was donated.

13.7 Except as provided by government-wide regulations, a leave recipient generally must use any accrued annual leave (and sick leave, if applicable) before using transferred annual leave.

13.8 If an employee has use or lose annual leave at the end of the leave year and would like to donate it, the employee should follow the procedure discussed in Subsection 13.4 of this Article.

13.9 Forms for donating and receiving annual leave under the inter-agency Emergency Leave Transfer Program can be accessed on OPM's web site at <http://www.opm.gov/forms/html/emerg.htm>.

## **Section 14.0 Family and Medical Leave Act (FMLA)**

14.1 Under FMLA and this Agreement, employees are entitled to twelve (12) weeks of LWOP during any twelve (12) month period for the following reasons:

14.1.1 birth of a son or daughter and the care of such son or daughter; and

14.1.2 placement of a son or daughter for adoption or foster care.

14.1.3 The care of a family member of the employee with a serious health condition. Family member is defined as:

14.1.3.1 spouse and parents of spouse;

14.1.3.2 children, including adopted children; and

14.1.3.3 parents.

14.1.4 A serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee.

14.1.5 Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

14.2 Supervisors should grant uses of additional forms of leave, as circumstances warrant, if such usage is contemporaneous to and for the same reason for which the employee requested leave under the FMLA.

14.3 For Subsection 14.1 of this Article, the employee may elect to substitute annual leave, sick leave, compensatory time off, or credit hours for unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations. Employees may also combine annual leave, compensatory time, sick leave, or credit hours with unpaid family or medical leave for any period of approved leave. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

#### 14.4 Notice of Leave

14.4.1 The employee will make an appropriate request for use of family and medical unpaid leave.

14.4.2 When the need for unpaid family and medical leave is foreseeable and the employee fails to give thirty (30) calendar days notice with no reasonable excuse for the delay of notification, USMEPCOM may delay the taking of family and medical unpaid leave until at least thirty (30) calendar days after the date the employee provides notice of his/her need for family and medical leave.

14.4.3 If the need for leave is not foreseeable, the employee shall provide notice within a reasonable period of time appropriate to the circumstances involved. If necessary, notice may be given by an employee's personal representative (e.g., a family member or other responsible party). If the need for leave is not foreseeable and the employee is unable, due to circumstances beyond his/her control to provide notice of his/her need for leave, the leave may not be delayed or denied.

14.4.4 The time frame in Subsection 14.4.2 above should be waived for good cause.

#### 14.5 Medical Certification

14.5.1 USMEPCOM may require medical certification when employees request leave under Subsection 14.1.3 or 14.1.4 of this Article. An employee must provide the written medical certification required by this Section, signed by the health care provider, no later than fifteen (15) calendar days after the date USMEPCOM requests such medical certification. If it is not practicable under the particular circumstances to provide the requested medical certification not later than fifteen (15) calendar days after the date requested by USMEPCOM despite the employee's diligent, good faith efforts, the employee must provide the medical certification within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date USMEPCOM requests such medical certification.

14.5.2 The written medical certification shall include:

14.5.2.1 the date the serious health condition commenced;

14.5.2.2 the probable duration of the serious health condition;

14.5.2.3 the appropriate medical facts within the knowledge of the health care provider regarding the serious health condition including a statement as to the incapacitation, examination, or treatment that may be required; and

14.5.2.4 for 14.1.3 requests, a statement from the health care provider that the spouse, son, daughter, or parent of the employee requires psychological comfort and/or physical care; needs assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making arrangements to meet such needs; and would benefit from the employee's care or presence; and a statement from the employee on the care he or she will provide and an estimate of the amount of time needed to care for his or her spouse, son, daughter, or parent.

14.5.2.5 for 14.1.4 requests, a statement that the employee is unable to perform the functions of his/her position.

14.5.3 USMEPCOM shall not require any personal or confidential information in the written medical certification other than that required by Subsection 14.5.2 of this Article.

14.5.4 If USMEPCOM doubts the validity of the original certification, USMEPCOM may require, at USMEPCOM's expense, that the employee obtain the opinion of a second health care provider designated or approved jointly by USMEPCOM and the



employee concerning the information certified under Subsection 14.5.2 of this Article.

14.5.5 If the opinion of the second health care provider differs from the original certification, USMEPCOM may require, at USMEPCOM's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by USMEPCOM and the employee concerning the information certified under Subsection 14.5.2 of this Article. The opinion of the third health care provider shall be binding on USMEPCOM and the employee.

14.5.6 "Health Care Provider" is defined as any of the following individuals:

14.5.6.1 a licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations;

14.5.6.2 any health care provider recognized by the Federal Employees Health Benefits Program or who is licensed or certified under federal or state law to provide the service in question;

14.5.6.3 a health care provider as defined in Subsection 14.5.6.2 who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his/her practice as defined under such law;

14.5.6.4 a Christian Science practitioner listed with the First Church of Christ Scientist, in Boston, Massachusetts; or

14.5.6.5 a Native American, including an Eskimo, Aleut, or Native Hawaiian, who is recognized as a traditional healing practitioner by native traditional religious leaders and who practices traditional healing methods as believed, expressed, and exercised in Indian religions of the American Indian, Eskimo, Aleut, or Native Hawaiians, consistent with Public Law 95-314, August 11, 1978 (692 Stat. 469), as amended by Public Law 103-344, October 6, 1994 (108 Stat. 3125).

14.5.7 To remain entitled to leave under FMLA, an employee or the employee's spouse, son, daughter, or parent must comply with any requirement from USMEPCOM that he/she submit to examination (not treatment) to obtain a second or third medical certification from a health care provider other than the individual's health care provider.

14.5.8 If the employee is unable to provide the requested medical certification before leave begins or USMEPCOM questions the validity of the original certification provided by the employee and the medical treatment requires the leave to begin, USMEPCOM shall grant provisional leave pending final written medical certification.

14.5.9 If, following the expiration of the thirty (30) day period discussed in 14.5.1 and after the leave has commenced, the employee fails to provide the requested medical certification, USMEPCOM may:

14.5.9.1 Allow the employee to request that the provisional leave be charged to leave without pay or charged to the employee's leave accounts, as appropriate; or

14.5.9.2 Charge the employee as AWOL, unless:

14.5.9.2.1 the reason for not providing the medical certification was beyond the control of the employee; and

14.5.9.2.2 the employee made a good faith effort to provide the certification.

14.5.9.2.3 Upon being placed on AWOL, an employee will be provided written notice outlining the reason(s) why AWOL is being charged and informing the employee that they must provide the previously requested medical certification within twenty (20) calendar days from the postmark date of the notice. If the employee provides the medical certification within this twenty (20) day period, may comply with USMEPCOM's request for certification, and the AWOL charges will be rescinded.

14.5.10 Any health care provider designated or approved by USMEPCOM shall not be employed by USMEPCOM or be under the administrative oversight of USMEPCOM on a regular basis unless the employee's official duty station is located in an area where access to health care is extremely limited.

14.6 Medical Recertification. While an employee is using leave under FMLA, USMEPCOM may require, at USMEPCOM's expense, subsequent medical recertification from the health care provider only if the circumstances described in the original medical certification changed significantly or if USMEPCOM received bona fide information that casts doubt upon the continuing validity of the medical certification. Such requests for medical recertification shall not occur more frequently than every six (6) weeks.

14.7 An employee eligible under USMEPCOM's Family Medical Leave Program may request to participate in the telework program consistent with Article 15, Telework.

14.8 Protection of Employment and Benefits. Upon return from family and medical leave, the employee will be restored to the same position as occupied when the leave commenced or to an equivalent position in the same commuting area with equivalent benefits, pay, status, and other terms and conditions of employment.

14.9 USMEPCOM shall inform its employees of their entitlements and responsibilities under FMLA, including the requirements and obligations of employees. USMEPCOM will send out an annual information message informing employees that information about FMLA is available on USMEPCOM's intranet website.

14.10 An employee who meets the criteria for leave and has complied with the requirements under this section may not be denied leave, consistent with all applicable rules governing annual or sick leave, as appropriate.

### **Section 15.0 Blood, Bone Marrow and Organ Donor Leave**

15.1 Donor leave will be granted consistent with government-wide rules and regulations.

15.2 Employees may be granted up to four (4) hours of excused absence to donate blood or blood platelets. Additional excused absence for this purpose may be approved in unusual circumstances if necessary. Reasonable time spent in necessary travel for such purposes may also be excused absence. USMEPCOM may require proof of participation of offsite blood donation.

15.3 An employee is entitled to leave without loss of or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance or efficiency rating, for the time necessary to permit such employee to serve as a bone-marrow or organ donor. An employee may use up to seven (7) days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. USMEPCOM is responsible for informing their employees of the entitlement to leave for bone marrow and organ donation.

### **Section 16.0 Elder Care/Child Care**

16.1 Employees may use any combination of leave, LWOP, earned compensatory leave, and donated leave available to them to attend to an ailing family member in accordance with applicable laws, rules, and regulations.

16.2 Employees may use worklife programs, such as leave, flextime, working shift changes, etc., in accordance with this Agreement, to assist with outside responsibilities. Employees will be permitted to contact child care and elder care providers during duty hours.

16.3 USMEPCOM will provide employees with elder care/child care resource guides to help employees and caregivers with elder care/child care needs. These resource guides shall be found on USMEPCOM's intranet website at the J-1 Wellness and Readiness page. They shall include: OPM's Handbook of Elder Care Resources for the Federal Workplace; OPM's Child Care Resources Handbook; and a link to the Federal Occupational Health website.

## **ARTICLE 19 - FITNESS FOR DUTY**

1.0 USMEPCOM may direct an employee to undergo a fitness for duty examination only under those conditions authorized by this Article and in accordance with 5 C.F.R. 339 and 29 C.F.R. 1630. USMEPCOM will have the right to require medical examinations only if they are job related and consistent with business necessity.

2.0 When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to voluntarily provide medical evidence documenting the health problem affecting his/her performance or conduct prior to the initiation of fitness for duty procedures. This Section does not preclude employees from otherwise voluntarily providing medical evidence relevant to performance or conduct issues at any other time.

### **Section 3.0 Medical Determination**

3.1 USMEPCOM may direct employees to undergo a fitness for duty examination for the reasons listed in 5 C.F.R. 339.301.

3.2 Specifically, USMEPCOM may require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on the job injury to report for medical evaluation when USMEPCOM has identified an assignment or position (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his/her condition.

3.3 USMEPCOM may offer a medical examination when an individual has made a request for medical reasons for a change in duty status, assignment, working conditions, or any other benefit or special treatment (including reasonable accommodation or reemployment on the basis of full or partial recovery from a medical condition) and USMEPCOM determines, after it has received and reviewed medical documentation, that it cannot grant, support, or act further on the request without verification of the clinical findings and current clinical status. USMEPCOM may also offer a medical examination where an employee has a performance or conduct problem which may require USMEPCOM action.

3.4 USMEPCOM may order or offer a psychiatric evaluation to an employee only when the employee first provides results of a general medical or psychiatric examination or USMEPCOM has first conducted a non-psychiatric medical examination and, after review of the documentation or examination report, USMEPCOM's physician concurs that a psychiatric evaluation is warranted for medical reasons.

3.5 All medical examinations ordered or offered pursuant to this Section shall be at no cost to the employee and performed on duty time at no charge to leave.

## **Section 4.0 Rules and Procedures**

4.1 In seeking a fitness for duty examination the following rules and procedures shall apply.

4.1.1 In all discussions with any USMEPCOM official, the employee shall be entitled to union representation. Prior to any discussion, the employee shall be notified of this right, given an opportunity to contact and discuss the matter with his/her union representative, and permitted the right of representation in such discussion.

4.1.2 During these procedures, the employee will be apprised of his/her rights and, where supported by appropriate medical evidence, given the opportunity for suitable interim adjustments in his/her work assignments.

4.1.3 USMEPCOM will ordinarily offer the employee a reassignment to a position when the results of a medical examination reveal that the employee:

4.1.3.1 cannot satisfactorily perform useful and efficient service in his/her regularly assigned job;

4.1.3.2 retains the capacity to do other work at the same grade or pay level within the work location or the commuting area; and

4.1.3.3 otherwise meets the minimum qualifications for an available position that USMEPCOM seeks to fill.

4.2 When USMEPCOM orders or offers a medical examination under the provisions of the prevailing regulations, it shall inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. USMEPCOM shall designate the examining physician but shall offer the employee the opportunity to submit medical documentation from his/her personal physician which USMEPCOM shall review and make part of the file.

4.3 USMEPCOM shall provide the examining physician with a copy of any approved medical evaluation protocol, applicable standards and requirements of the position, and/or a detailed position description of the duties of the position including critical elements, physical demands, and environmental factors.

4.4 When USMEPCOM determines that the medical evidence reveals the employee is totally disabled for service in their current position, and reasonable accommodation for another position cannot be made, USMEPCOM will so advise the employee in writing and provide appropriate counseling.

## **Section 5.0 Counseling**

5.1 When an employee potentially meets existing disability retirement requirements, USMEPCOM will refer the employee to the Army Benefits Center-Civilian for counseling

with regard to disability retirement and the procedure for voluntarily applying for disability retirement. In the event that such an employee is unable to file on his/her own behalf, USMEPCOM may initiate, with notice to the employee, an application for the employee in accordance with applicable laws and regulations.

5.2 USMEPCOM shall provide the employee proper notice, in accordance with 5 C.F.R. 831.1205(b), and shall permit the employee thirty (30) calendar days in which to respond orally and/or in writing.

5.3 If the medical evidence and performance records establish that the employee retains the capacity to perform satisfactorily in a vacant lower graded position which USMEPCOM seeks to fill within the employee's commuting area, the employee will be informed of his/her option to request such a demotion.

### **Section 6.0 Confidentiality of Records**

All records pertaining to the employee's examination and any subsequent personal information included with an application for disability retirement are confidential and subject to the Privacy Act of 1974. They may be disclosed only to those with an administrative need to know in order to make informed management decisions regarding the employee's performance, conduct or request for accommodation or those specifically authorized by the employee in writing.

## **ARTICLE 20 - DISCIPLINARY AND ADVERSE ACTIONS**

### **Section 1.0 Statement of Purpose and Policy**

1.1 The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The concept of progressive discipline, which is designed primarily to correct and improve employee behavior, will guide managers in making decisions regarding discipline. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension and removal. Any of these steps of progressive discipline may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

1.2 Where appropriate, discipline should be preceded by counseling or oral warnings which are informal in nature and not recorded. Counseling and warnings will be conducted privately and in such a manner as to avoid embarrassment to the employee. Employees will be subject to disciplinary or adverse action only for just cause that promotes the efficiency of the service.

1.3 The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the Federal Service. The deciding official will always be different from the official who proposed a disciplinary or adverse action. The deciding official will be at a higher level of management than the proposing official.

### **Section 2.0 Representation**

Employees are entitled to representation at all phases of the disciplinary and adverse action process, including all meetings with an USMEPCOM official for the purpose of discussing the covered actions. The employee has a right to a representative, including the Union representative or an attorney. In the event an employee (or employees) proceeds without Union representation, the Union will be given the opportunity to be present at all meetings.

### **Section 3.0 Timeliness of Discipline**

If USMEPCOM believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense was committed or made known to USMEPCOM.

### **Section 4.0 Alternative Discipline**

4.1 The Parties are encouraged to consider alternative forms of discipline which are often of benefit to both the employee and USMEPCOM. The objectives of alternative discipline include:

4.1.1 Improving communications and interpersonal working relationships between supervisors and employees;

4.1.2 Correcting behavioral problems;

4.1.3 Reducing the costs and delays inherent in traditional disciplinary actions; and

4.1.4 Decreasing the contentiousness between the parties.

4.1.5 The Agreement does not require that alternative discipline be used. However, if it is used, all the provisions of the Agreement must be met.

4.2 Alternative discipline is an option only when the disciplinary action would otherwise involve an official reprimand or a suspension of fourteen (14) calendar days or less.

### **Section 5.0 Reprimand**

5.1 An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of the Official Personnel Folder (OPF) for up to twenty-four (24) months. However, supervisors are encouraged to limit filing periods to the minimal amount of time necessary to correct behavior(s). In all cases, upon request, reprimands may be removed from employees' files after a six (6) month period. If an employee requests removal of such actions after six (6) months, they should be removed if the purpose of the discipline has been served. A decision to deny such request for early removal is not subject to the negotiated grievance procedure outlined in Article 32.

5.2 The letter of reprimand will inform the employee of their right to file a grievance over the reprimand under the Grievance Procedure in Article 32, and their right to Union representation. The reprimand will specify the timeframe within 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 Union's primary representative at the employee's workplace. One copy of the evidence on which the reprimand is based and that is being relied upon to support the action will be provided to the employee and/or their designated representative.

5.3 The employee shall be permitted to provide a written response to the reprimand within fourteen (14) calendar days from receipt of the reprimand. USMEPCOM agrees that the employee shall be provided a reasonable amount of duty time to review the evidence upon which the reprimand is based and prepare their response. The response will be included in the employee's OPF with the reprimand, if so requested.

### **Section 6.0 Short-Term Suspensions**



6.1 An employee against whom a suspension for fourteen (14) days or less is proposed is entitled to a thirty (30) day advance written notice. The notice will clearly state the specific reasons for the proposed action, the employee's right to provide a response and the employee's right to representation. USMEPCOM agrees that the employee shall be given a reasonable amount of duty time to review the evidence on which the notice is based and is being relied on to support the proposed action and to prepare a response. One copy of these materials will be provided to the employee and/or their designated representative.

6.2 The employee and/or his representative may respond orally and/or in writing no later than fourteen (14) calendar days from receipt of the proposed disciplinary action notice. The response may include affidavits and other documentary evidence in support of the response. In responding to a proposed disciplinary action, the employee will be entitled to Union representation.

6.3 The appropriate management official will issue a written decision as soon as possible and at least five (5) working days prior to the effective date of the action. The written decision shall include the reason for the disciplinary action and a statement of findings and conclusions as to each charge. The decision shall also include a statement of the employee's right to representation and grievance rights.

#### **Section 7.0 Adverse Actions: Removal, Suspension for More Than 14 Days, Reduction-in-Grade, Reduction-in-Pay, and Furlough of 30 Days or Less**

7.1 An employee against whom an adverse action is proposed is entitled to a thirty (30) day advance written notice. The notice will clearly state the specific reasons for the proposed action, the employee's right to provide a response and the employee's right to representation. USMEPCOM agrees that the employee shall be given a reasonable amount of duty time to review the evidence on which the notice is based and is being relied on to support the proposed action and to prepare a response. One copy of these materials will be provided to the employee and/or their designated representative.

7.2 The employee and/or his representative may respond orally and/or in writing no later than fourteen (14) calendar days from receipt of the proposed adverse action notice. The response may include affidavits and other documentary evidence in support of the response. In responding to a proposed adverse action, the employee will be entitled to Union representation.

7.3 Notices and reply periods in accordance with Sections 7.1 and 7.2 are not required when an exception found in 5CFR752.404(d)(1) or (2) applies.

7.4 The appropriate management official will issue a written decision as soon as possible and at least five (5) working days prior to the effective date of the action. The written decision shall include the reason for the adverse action and a statement of findings and conclusions as to each charge. The decision shall also include a statement of the employee's right to representation and appeal rights. Though a written decision will be provided in situations covered by 5 C.F.R. 752.404(d)(1) and (2), the parties understand

that the timeframe set forth herein may not be feasible.**Section 8.0 Requests for Time Extensions on Responses**

USMEPCOM will not unreasonably deny a request for extension of the time to respond to proposals upon a showing of good cause.

**Section 9.0 Medical Condition**

An employee who wishes consideration of any medical condition that may contribute to a conduct, performance or leave problem shall be given a reasonable amount of time to furnish medical documentation.

**Section 10.0 Off-Duty Conduct**

In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, USMEPCOM's written notification provided for in Sections 6.1 or 7.1 above will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. The notification will describe why and how there is a connection between the specific off-duty misconduct and the efficiency of the service. (As example, a ticket for speeding or DWI during off-duty that led to an arrest must impact the employee's government job and interfere with the efficiency of the service so as to warrant disciplinary or adverse action.)

**Section 11.0 Agency Decision**

11.1 In arriving at its written decision on any proposed disciplinary or adverse action, USMEPCOM 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 his or her representative provided and any medical documentation furnished, as well as all the information gathered in the investigation. It will explain how USMEPCOM resolved any factual disputes that were raised or developed. USMEPCOM shall also consider the *Douglas* factors. The decision will specify how each applicable factor was treated in the deciding official's determination of the imposed penalty. If the imposed penalty is less severe than what was proposed, the decision will also specify why the penalty was mitigated.

11.2 If the decision is to effect an action specified in Sections 6.0 or 7.0 it will specify the reason therefore, the effective date, the action to be taken, the employee's grievance and/or appeal rights regarding the decision and the employee's right to representation.

11.3 A second copy of the decision letter and any attachments, labeled "Copy for Union Representative," will be provided to the employee.

**Section 12.0 Grievance and Appeal Rights**

12.1 A decision to take an action specified in Sections 6.0 or 7.0 may be grieved under Article 32, Grievance Procedure. The decision letter will also specify the timeframe within

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 Union's primary representative at the employee's work place.

12.2 The employee may appeal the decision to take an action addressed in Section 7.0 either to the Merit Systems Protection Board (MSPB) or under the provisions of Article 32, Grievance Procedure, but not both. This will be specified in the decision letter. The decision letter will also specify the timeframe within 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 union's primary representative at the employee's work place. The decision letter will specify the timeframe within which an appeal to MSPB must be filed, and have attached to it the appropriate appeal form, and a link to a copy of the MSPB's regulations regarding appeals of adverse actions.

12.3 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 timely initiates an appeal to the MSPB, or timely files a written grievance, whichever occurs first.

### **Section 13.0 Notice to Union**

USMEPCOM will provide the Union, in a timely manner, a sanitized copy of all disciplinary and adverse action proposals upon request in accordance with 5 U.S.C. 7114(b)(4).

## **ARTICLE 21 - INVESTIGATIONS**

1.0 Prior to issuing any proposed disciplinary or adverse action, USMEPCOM will conduct an investigation that will determine whether such action is warranted. This investigation must comply with the following:

1.0.1 Employees who are alleged to have committed some offense will be interviewed and told that they are the subject of an investigation;

1.0.2 Signed statements should be obtained from any employees, management officials or others who are interviewed in the course of the investigation;

1.0.3 All employees being interviewed will be told the subject matter of the interview with as much specificity as possible, including whether the interview involves criminal or non-criminal matters, if known, except when doing so would undermine the investigation;

1.0.4 Legitimate attempts will be made to obtain evidence to reconcile any conflicting statements;

1.0.5 All known evidence, whether for or against the employee(s) being investigated, shall be documented; and

1.0.6 No supervisory notes will be admitted in any disciplinary or adverse action case unless they were shown to the employee in a timely manner.

2.0 The Union shall be given the opportunity to be present at any examination of an employee in connection with an investigation in accordance with Article 7, Section 8.2.

3.0 Any employee who is interviewed during an investigation, but is not himself or herself the subject of the investigation, and reasonably believes they may be subjected to discipline as a result of their statements, will be entitled to Union representation in accordance with Article 7, Section 8.2.

4.0 In any interview involving possible criminal conduct, at the beginning of that interview USMEPCOM will advise the employee that he/she will be asked questions pertaining to his/her employment with USMEPCOM and the duties that he/she performs for the Agency. The employee has the option to remain silent, although he/she may be subject to discipline up to and including removal from his/her employment if he/she fails to answer material and relevant questions relating to the performance of his/her duties as an employee. Answers given by the employee during the interview, or any information or evidence which is gained by reason of his/her answers, may not be used against him/her in a criminal proceeding except that he/she may be subject to a criminal prosecution for any false answer given.

## **ARTICLE 22 - SURVEILLANCE**

### **Section 1.0 General**

1.1 The primary purpose of permanently installed video and/or audio surveillance equipment is for internal USMEPCOM use only. The installation of this equipment is intended for safety, security, operations, the monitoring of equipment, changing weather conditions and construction progress. The primary purpose of permanently installed video and/or audio equipment is not to monitor the day to day activities of employees or to be used as a time clock or as a vehicle for disciplining employees.

1.2 If USMEPCOM uses "covert" or "hidden" electronic camera surveillances during an investigation, the following shall apply if a disciplinary/adverse action is proposed against an employee represented by the Union:

1.2.1 The Union will be given a copy of all evidence collected;

1.2.2 The Union will be provided a copy of the video/audio recordings; and

1.2.3 The Union will be allowed to represent affected employees in any subsequent discussions or proceedings involving them.

1.3 The Union is not precluded from further negotiating the impact and implementation of newly introduced covert or hidden electronic video and/or audio devices and surveillances.

## **ARTICLE 23 - WORKERS' COMPENSATION**

### **Section 1.0 General**

The Office of Workers' Compensation Program (OWCP) is administered by the U.S. Department of Labor (DOL). Employees should consult the DOL for guidance on applicable laws, DOL regulations, and precedents if issues arise that are not covered herein.

### **Section 2.0 Counseling**

2.1 USMEPCOM agrees that when an employee sustains an injury or an alleged acquired illness or exposure, in the performance of duties, and reports it to USMEPCOM, the supervisor and/or the appropriate USMEPCOM official will immediately inform the affected employee of his/ her rights under the Federal Employees Compensation Act (FECA). These rights include the following:

2.1.1 The employee's right to file for compensation benefits;

2.1.2 The types of benefits available;

2.1.3 The written procedure for filing claims at each station or workplace;

2.1.4 The option to use compensation benefits if approved in lieu of sick or annual leave; and

2.1.5 The option to use continuation of pay for traumatic injuries in lieu of sick or annual leave.

2.2 CPAC will review and respond to an employee's complaint of the mishandling of his/her Workers' Compensation claim. The response will be provided to the employee in writing in a timely fashion. If the review and response will not be completed within thirty (30) calendar days, the employee will be given a written response at that time citing the reasons for the delay and an estimate of how much more time it will take to complete.

### **Section 3.0 Procedure for Filing Claims for Workers' Compensation Benefits**

3.1 As soon as possible after experiencing a job-related injury or illness, the employee should contact his/her supervisor. The employee should also contact the Workers' Compensation Specialist at the CPAC with questions or concerns related to his/her claim.

3.2 USMEPCOM or CPAC shall, at that time, ensure the employee is provided the proper forms and assist the employee in filling them out.

3.3 The CA-1 and CA-2 must be submitted electronically through the Electronic Data Interchange (EDI).

3.3.1 CA-1 is the appropriate form for reporting a traumatic injury. A traumatic injury is a wound or other condition of the body caused by external force, including

stress or strain. The injury must be identifiable by time and place of occurrence and member of the body affected; it must be caused by a specific event or incident or series of events or incidents within a single day or work shift. A traumatic injury also includes damage to or destruction of prosthetic devices or appliances.

3.3.2 CA-2 is the appropriate form for reporting an occupational disease or illness. An occupational disease is defined as a condition produced in the work environment over a period longer than one workday or shift. It may result from systemic infection, repeated stress or strain, exposure to toxins, poisons, fumes, or other continuing conditions of the work.

3.4 For other forms, the employee will be permitted to choose whether to use electronic or paper forms. These forms include:

3.4.1 CA-2A is the appropriate form for recording a recurrence of disability. A recurrence of disability is defined as a spontaneous return or increase of disability due to a previous injury or occupational disease without intervening cause or a return or increase of disability due to a consequential injury.

3.4.2 CA-16 authorizes an injured employee to obtain immediate examination and/or treatment from a physician for an on-the-job injury. An employee has the initial right to select a physician of his/ her choice to provide necessary treatment. The physician must be listed by name on the CA-16. The term 'physician' includes doctors of medicine (MD), surgeons, osteopathic practitioners, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors within the scope of their practice as defined by state law. Whenever possible, the employee will be provided CA-16 (Authorization for Examination and/or Treatment) within four (4) hours after requesting the CA-16. When it is not possible, CPAC will authorize medical treatment by telephone and send the completed form to the medical facility within forty-eight (48) hours. CPAC will provide the employee with information about accessing DOL's online medical provider search tool and will assist the employee in obtaining the list.

3.4.3 CA-17 is the form used to report the duty status of the employee. The supervisor must fill out the left hand portion of the form describing the physical requirements of the position. The physician or practitioner completes the CA-17, Duty Status Report, as appropriate, to provide information such as the date the employee can return to work or any restrictions on work the employee will be able to perform.

3.4.4 CA-7 is the form used to claim compensation (wage loss) when the employee cannot return to work after Continuation of Pay (COP) ends, or when the employee is not entitled to receive COP, and claims compensation for wage loss. CA-7 is filed in occupational exposure or recurrence cases. In controverted cases, where pay is terminated, form CA-7 is submitted with form CA-1. CA-7 is also used to claim a schedule award for permanent impairment as a result of traumatic injury.

3.4.5 CA-20 is a Medical Report Form which is attached to CA-7. USMEPCOM will provide form CA-20 to the employee as often as needed.

3.5 The employee will be provided with a copy of their current PD if they are unable to access it.

3.6 The appropriate sections of these forms should be filled out by the employee and given to the supervisor as soon as possible, but not later than thirty (30) calendar days from the date the employee notifies USMEPCOM of the injury or illness. If the employee is incapacitated, this action may be taken by someone acting on behalf of the employee. Supervisory action on CA-1 and CA-2 forms shall be completed within five (5) working days after the employee completes his/her portion of the form. For all forms, USMEPCOM must complete the appropriate parts of the form(s) and transmit them to the CPAC, who in turn will complete any applicable portions of the forms and forward them to DOL, OWCP, within the time limits set out by the DOL.

3.7 USMEPCOM will not request an employee to release the employee's medical records or other personally identifiable information, except to the extent required to adjudicate the employee's claim and related work limitations. This release will be specific to the injury/illness claimed. An employee will be informed of and afforded the opportunity to discuss the release of records with the Union prior to submitting the release.

3.8 All records relating to claims for benefits filed under FECA are covered by the government-wide Privacy Act system of records. An employee's privacy entitlements/rights may be found on the command's intranet website and forms CA-1 and CA-2.

3.9 During the claims process, an employee is entitled to representation to include a Union representative. Employees wishing to designate a Union representative must complete the Election of a Representative for Workers' Compensation Claim found as Appendix 2 to this Agreement and also on the command's intranet website. Copies of the completed election form should be submitted to the Workers' Compensation Specialist at the CPAC and to the Union President.

#### **Section 4.0 Posting of Employee Rights**

USMEPCOM agrees to post a notice on all official bulletin boards and the command's intranet website advising employees of the contact information for the USMEPCOM J-1 POC and the CPAC Workers' Compensation Specialist for information/assistance relevant to filing Workers' Compensation claims. USMEPCOM further agrees to distribute an annual notice to all employees providing them the same information.

#### **Section 5.0 Election of Benefits Options**

5.1 As a rule, three (3) years is the time limit for initially filing an OWCP claim. It is to the employee's advantage to file a claim immediately after becoming aware of a medical condition that was caused by work.



5.2 OWCP (DOL), not USMEPCOM, decides if an employee has a compensable injury and what benefits he/she is entitled to under FECA. OWCP will notify the employee in writing when the claim has been received and OWCP has assigned a claim number.

5.3 Pending the approval of the compensation claim, an employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of leave without pay. If the employee's claim is approved, the employee shall have the option of buying back any leave used and having it reinstated to the employee's account.

5.4 An employee with a job-related traumatic injury/illness may elect to receive forty-five (45) days of COP if the claim is filed within thirty (30) days of the injury. The entitlement to COP is not available to employees who file an occupational disease claim.

5.5 If the employee's claim for compensation is disallowed by the DOL, OWCP, any of the forty-five (45) days of COP that were previously granted will be converted to sick leave, annual leave, and/or LWOP. The employee shall be responsible for advising USMEPCOM as to which form(s) of leave is/are requested and for completing an SF-71, Application for Leave, or its electronic equivalent.

## **Section 6.0 Placement of Workers' Compensation Claimants**

6.1 When an employee requests and supports his/her request with appropriate medical information, USMEPCOM will make a serious effort to assign the employee on a temporary basis to duties consistent with the employee's medical needs pending resolution of his/her claim.

6.2 Where the employee requests and supports his/her request with an approved OWCP claim and appropriate medical information, USMEPCOM will take prompt action with regard to all job related injuries or illnesses so that employees receive the appropriate benefits expeditiously, and are returned to duty as soon as possible. Employees will be informed about their rights and responsibilities related to job incurred illnesses or injuries.

6.3 Employees will be provided transitional (light) duty assignments consistent with their qualifications and medical limitations. Light duty assignments must be in writing, of limited duration, and are not to be considered indefinite or permanent in nature. Transitional (light) duty may also include reduced hours or changing the employee's scheduled tour of duty without loss of pay. Any such action will be consistent with the negotiated Article 10, Merit Systems. Employees agree to keep their supervisor apprised of any significant changes in their work limitations.

6.4 Form CA-17, Duty Status Report, is the form to be used by USMEPCOM to have the attending physician list any work limitations or restrictions. Light duty is work that has been modified to meet physical restrictions of an employee. These requested restrictions are designed to protect the health and safety of the affected employee or others. These restrictions may involve physical activities, environmental aspects of an assignment (e.g., exposure to dust or fumes), scheduling (e.g., no shift work for an unstable diabetic), travel equipment usage (e.g., respirators, ladder climbing, driving), communication abilities (e.g.,

inability to speak), sensory impairments (e.g., visual deficits, color blindness or other similar condition, diminished ability to sense heat or cold or other similar condition, etc.). Form CA-17 must specify, as shown in the PD, the physical and or mental capabilities required, e.g., lift — pounds, repetitive motions of certain body parts, squatting or bending, scheduling or environmental demands, or other restrictions, which must be considered.

## **ARTICLE 24 - OFFICIAL RECORDS**

### **Section 1.0 General**

No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulations and this Agreement. All personnel records are confidential and shall be known or viewed by USMEPCOM and/or CPAC employees only with an official need to know.

### **Section 2.0 Access to Records**

2.1 During normal duty hours, employees and/or their Union representative, with written consent, shall have the right to examine and make copies of records personally identified to the employee to include but not limited to EEO complaints, evidence, appeals and grievances, memorandums, PDs, and classification standards.

2.2 The medical record(s) may be released only to the employee, the employee's representative designated in writing, or to a USMEPCOM or CPAC employee with an official need to know.

2.3 Employees wishing to access their eOPF should contact J-1 personnel for information/assistance. The employee shall have the right to prepare and enter a concise statement of disagreement with any document filed on the left (temporary) side of the eOPF. Nothing in this section shall negate an employee's right to grieve any matter placed in their personnel records.

2.4 Access to personnel records of the employee by the employee and/or the designated representative will be granted when requested if such records are maintained on the facility where the employee is located. If the records are not so maintained, the appropriate administrative office will immediately initiate action to obtain the records from their location within three (3) working days of the request and make them available to the employee and/or designated representative.

### **Section 3.0 Outdated Records**

3.1 All official personnel records shall be purged and information disposed of in accordance with appropriate records control schedules and methods.

3.2 USMEPCOM or CPAC will maintain a system of follow-up to ensure that any disciplinary or other action with a time limit on it is removed on the proper date and destroyed.

3.3 If any outdated or unauthorized material is accidentally left in a file, it may not be used to support any personnel action detrimental to the employee.

#### **Section 4.0 Supervisory Notes**

4.1 Supervisor notes on employees are not approved as official records and will not be kept or used by USMEPCOM as official records. If supervisors make an individual decision to keep notes on employees, the notes or files must be maintained in a secure fashion in order to prevent disclosure to anyone except those referenced in Section 1.0 of this Article. Supervisory notes shall be destroyed after six (6) months and written counselings within one (1) year of their date of receipt.

4.2 These personal notes or memory joggers should never be used as substitutes for timely notifications to employees about performance and/or conduct issues.

4.3 They may not be used in any disciplinary or adverse actions unless they have been disclosed to the employee on a timely basis.

## **ARTICLE 25 - TRANSPORTATION AND PARKING**

### **Section 1.0 Mass Transportation Benefit Program**

1.1 USMEPCOM is a participant in the Mass Transportation Benefit Program (MTBP) which provides an incentive to employees to use mass transportation or vanpools for commuting to and from work in areas where such transportation is available.

1.2 All employees are eligible to receive a transit subsidy under the MTBP. Information about the MTBP will be provided to new employees during in-processing and will also be available on the command's intranet website.

1.3 Employees who wish to apply for the transit subsidy will self-certify their monthly costs for commuting via public transportation or vanpool. Employees who wish to change the amount of the transit subsidy that they receive will self-certify the change in their monthly commuting costs.

1.4 Within five (5) working days after an employee submits a completed application to begin receiving a transit subsidy or change in the amount of the subsidy, USMEPCOM will submit all necessary paperwork to Department of Transportation (DOT) for processing. Within five (5) working days after DOT informs USMEPCOM that an application has been processed, USMEPCOM will notify the affected employee by e-mail of the amount of the new transit subsidy and the projected date the new subsidy amount will commence.

1.5 USMEPCOM will work with DOT to obtain transit subsidy benefits on a timely basis for employees who sign up.

### **Section 2.0 Parking**

2.1 Upon request, USMEPCOM will provide the Union with a full and complete roster of parking assignments.

2.2 USMEPCOM will provide an adequate number of parking spaces for disabled employees in accordance with law.

2.3 USMEPCOM will provide one (1) parking spot in the East Lot to be utilized by the Union President.

2.4 USMEPCOM will provide a safe and secure parking area for its employees, including, but not limited to the following:

2.4.1 Adequate lighting in all parking areas;

2.4.2 Inspections of grounds including facility and parking areas are to be regularly scheduled;

**2.4.3 Crosswalk areas from parking area to facility will be clearly marked; and**

**2.4.4 Clearly understandable and unobstructed signs (traffic, pedestrian, etc.) consistent with both General Services Administration (GSA) standards and guidelines and safety traffic engineering principles are to be provided.**

## **ARTICLE 26 - EMPLOYEE ASSISTANCE PROGRAM**

### **Section 1.0 Policy**

The Parties agree and recognize that some employees in the work place may experience situations in their personal lives such as divorce, death or financial problems which may impact their ability to perform their duties in an acceptable manner. The Parties further recognize that some employees may suffer from treatable illnesses and disorders that occur as a result of alcohol, drug and substance abuse. Therefore, it is the policy of USMEPCOM and the Union to work together to encourage troubled employees whose performance and conduct may be adversely affected to seek counseling assistance or medical treatment.

### **Section 2.0 Employee Assistance Program**

2.1 USMEPCOM agrees to maintain an Employee Assistance Program (EAP) and make this service available to all employees at no cost. The EAP will be staffed with professional counselors who will assist employees in addressing problems that may have an adverse effect on their job performance, reliability and health.

2.2 The Parties will encourage employees to seek employee assistance and recognize that in addition to the purposes outlined in Section 1.0 above, the EAP can be important in preventing and intervening in workplace violence incidents; delivering critical incident stress debriefings; and providing assistance to management and employees during restructuring or other major organizational transitions or developments.

2.3 The EAP services will include the following:

2.3.1 Confidential, free, short-term counseling to identify and assess problem(s) and help employees in problem solving;

2.3.2 Referral, where appropriate, to a community service or professional resource that provides treatment and/or rehabilitation;

2.3.3 Follow up services to help an employee readjust to his or her job during and after treatment, e.g., back-to-work conferences;

2.3.4 Training sessions for managers and supervisors on handling work-related problems that may be related to substance abuse or other personal, and/or health-related problems; and

2.3.5 Briefings to educate management and union officials on the role of EAPs.

2.4 Supervisors should offer the availability of the EAP to employees who are experiencing situations that may adversely affect an employee's performance and conduct; however, supervisors will not attempt to diagnose employee problems; e.g., alcohol or drug abuse, depression, etc.

2.5 USMEPCOM will publicize and post information regarding the EAP on the command's intranet website and in those areas that are frequented by employees such as break and lunch rooms, bulletin boards, etc. The information will include, at a minimum, the telephone number, location, and hours of operation of the EAP.

### **Section 3.0 Voluntary Participation and Employee Responsibility**

3.1 Although the existence and functions of the EAP will be publicized to employees, no employee will be required to participate or be penalized for declining referral to the program.

3.2 Prior to leaving the work place to meet with an EAP counselor, the employee must inform his or her supervisor and make appropriate arrangements for the absence. Employees who do not want their supervisors to know of their attendance must make arrangements for EAP appointments outside of duty hours or request leave in accordance with Article 18, Leave, of this Agreement for appointments during duty hours.

### **Section 4.0 Access to EAP Services**

4.1 USMEPCOM may grant periods of excused absence to an employee for participation in the EAP for problem identification and referral to an outside resource and for general employee orientation or education activities, provided that the employee informs the supervisor of the appointment. Employees will be excused from duty without charge to pay or leave, to meet with an EAP counselor up to six (6) sessions with the actual number being based on sound clinical judgment as determined by the EAP counselor. The timing of these sessions will be coordinated with the employee's supervisor.

4.2 Employees who are referred to community services for treatment will request leave in accordance with Article 18, Leave.

### **Section 5.0 Confidentiality of the Program**

5.1 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).

5.2 Without an employee's specific written consent, USMEPCOM may not obtain information about the substance of the employee's involvement with the EAP. However, the supervisor may verify an employee's attendance at a particular EAP session. The EAP staff will provide the employee with a written notice concerning the confidential nature of EAP records along with the conditions where information discussed in counseling may be disclosed and inform the employee that there are three (3) types of disclosure:

**5.2.1 Disclosure with consent.** The employee's written consent is obtained before any information is released, except where disclosure without the consent of the client is allowed.

**5.2.2 Disclosure without consent.** This disclosure is only permissible in a few instances, such as the following:



5.2.2.1 To medical personnel in a medical emergency;

5.2.2.2 In response to an order of a court of competent jurisdiction;

5.2.2.3 To comply with Executive Order 12564, "*Drug Free Federal Workplace*;"

5.2.2.4 An EAP is required by law to report incidents of suspected child abuse and neglect (in some states, elder and spouse abuse) to the appropriate state and local authorities; and

5.2.2.5 An EAP may make a disclosure to appropriate individuals, such as law enforcement authorities and persons being threatened, if the employee has committed, or threatens to commit, a crime that would physically harm someone. This can be done only if the disclosure does not identify the employee as an alcoholic or drug abuser.

**5.2.3 Secondary disclosure.** Any information disclosed with the employee's consent must be accompanied by a statement that prohibits further disclosure unless the consent expressly permits further disclosures.

## **Section 6.0 Disciplinary Actions**

6.1 Disciplinary actions should be based on job behavior or performance problems, not progress in a counseling program. In evaluating an employee's work performance and job-related conduct, the supervisor may consider whether an employee referred to counseling is cooperating with a recommended plan of counseling.

6.2 If an employee receives a proposed disciplinary or adverse action, and the employee notifies USMEPCOM that

6.2.1 she/he has a problem that significantly contributed to the conduct or performance deficiency; and

6.2.2 she/he can demonstrate their initiation of the EAP process for addressing the problem identified in Section 6.2.1 of this Article, then management will consider placing the proposed action in abeyance for a period of not more than one (1) year while the employee undergoes a treatment program agreed to by the employee. This provision does not apply if severe, egregious or criminal misconduct is involved.

6.3 If a decision was made by USMEPCOM to hold an action in abeyance in accordance with Section 6.2 above, and there are no further instances of related performance or conduct problems at the end of the specified period, USMEPCOM will rescind and close the pending action.

6.4 Should the employee fail to complete their treatment program or have additional conduct or performance problems during the abeyance period, the proposed action will

continue to be processed in accordance with the procedures outlined in 5 C.F.R. 752 and this Agreement.

6.5 Should management decide to hold a disciplinary or adverse action in abeyance pursuant to this Section, the employee will not be required to forfeit his or her statutory rights to appeal an Agency decision should the action later be processed in accordance with Section 6.4 of this Article.

### **Section 7.0 Wellness Program**

7.1 The Parties agree that recognizing, minimizing, and coping with stress are essential parts of employee wellness. USMEPCOM will provide information at least annually on stress reduction. 7.2 Employees who feel they are experiencing harmful levels of job-related stress may contact employee counseling services.

7.3 USMEPCOM will maintain a Wellness Branch to address wellness and health programs.

7.4 USMEPCOM agrees to provide the following services:

7.4.1 Emergency diagnosis and initial treatment of injury or illness that becomes necessary during working hours.

7.4.2 USMEPCOM and the Union support wellness and initiatives that focus on various activities, including physical activity, weight management, smoking cessation, stress management, healthy lifestyle classes, and nutrition.

7.4.2.1 Therefore, USMEPCOM will promote physical fitness and wellness by, at a minimum, providing stress reduction and physical fitness information.

7.4.2.2 Where fitness facilities or fitness areas are available at the worksite, employees will be permitted access to them.

7.4.2.3 If modifying building 3400 fitness center, the Union will be involved in the process. The decision will give appropriate weight to such factors as health industry recommendations, facility design, maintenance, safety, and return on investment analysis.

7.5 USMEPCOM shall permit employees to do non-strenuous stretching exercise that are socially acceptable in an office setting to relieve physical stress and/or discomfort. Some of these exercises may be performed by the employees at their workstation during the work time as necessary. The need for this will vary from employee to employee. Participation shall be voluntary.

# **ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY**

## **Section 1.0 Policy**

USMEPCOM and the Union affirm their commitment to the policy of providing equal employment opportunity ("EEO") to all employees, to establish USMEPCOM as a model agency, and to prohibit discrimination on the bases of race, color, religion, sex, (including sexual harassment, and pregnancy), age, national origin, disability, or genetic information. 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 well as to the policy of prohibiting retaliation 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 ("ADA"), 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**

2.1 USMEPCOM's EEO Program shall be designed to promote equal employment opportunity in every aspect of USMEPCOM's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. USMEPCOM shall conduct a continuing campaign to eliminate discrimination from its personnel practices and policies and employment conditions consistent with this Agreement, 29 C.F.R. 1614 and with EEO Commission ("EEOC") Management Directive 715. USMEPCOM will have a positive, ongoing and results-oriented program of affirmative action and will ensure that all managers and employees are trained accordingly. Programs shall include, but not be limited to, implementation of the following objectives and goals:

2.1.1 Identify and eliminate barriers that impair the ability of individuals to compete in the workplace because of race, color, religion, sex, sexual harassment, sexual preference, orientation, national origin, age, physical or mental disabilities, genetic information and/or marital or parental status;

2.1.2 Establish and maintain training and education programs designed to provide maximum opportunity for all employees to advance; and

2.1.3 Ensure that unlawful discrimination in the workplace is promptly addressed and corrected.

2.2 Consistent with EEO regulations, the EEO program shall include, but not be limited to:

2.2.1 Providing prompt, fair, and impartial processing of complaints at the counseling and complaint stages, and expeditious adjudication of complaints of discrimination filed through the EEO complaint process or the negotiated grievance

procedure;

2.2.2 Conducting a continuing campaign to remove every form of prejudice and discrimination from USMEPCOM's personnel policies, practices, and working conditions;

2.2.3 Reviewing, evaluating, and training managerial and supervisory personnel to ensure the zealous enforcement and implementation of the equal employment policy and program;

2.2.4 Establishing a system for periodically evaluating the effectiveness of USMEPCOM's overall equal employment effort;

2.2.5 Taking appropriate disciplinary action against employees, managers, and supervisors who engage in discriminatory practices;

2.2.6 Developing, implementing, and making available an Alternate Dispute Resolution (ADR) program which must be available for both the pre-complaint process and the formal complaint process. USMEPCOM will fulfill its duty to bargain under the law and this Agreement any changes to the ADR program currently in existence at the time of the effective date of this Agreement. A management official or designee with full settlement authority must be present at the ADR sessions. The ADR program will include qualified facilitators.

2.2.7 Working with the appropriate USMEPCOM official(s) in order to provide reasonable accommodations for qualified individuals with disabilities and for all workers with job related injuries or temporary disabilities;

2.2.8 Implementing procedures that allow for the redesigning of jobs, where feasible and desirable, without creating undue hardship to achieve USMEPCOM's mission to use to the maximum extent possible the present skills of qualified disabled employees; and

2.2.9 Working with the appropriate USMEPCOM official(s) in order to provide religious accommodations for employees that make such requests.

### **Section 3.0 Representation on Committees**

3.1 The Union will have Union membership on the Diversity Committee, the Federal Women's Program Committee, the Hispanic Employment Program Committee, and any other EEO related committees if they exist, or are established by USMEPCOM. Each Union appointed representative will function as a full member of the Committee and will be on official time when performing authorized Committee related duties except that they must be excluded from any discussions that involve management's deliberative process, if such should occur. 3.2 All Committee meetings will be held during regular duty hours and

USMEPCOM will, to the maximum extent possible, make shift changes to accommodate attendance by Union representatives.

#### **Section 4.0 Participation in EEO and Affirmative Employment Plans**

4.1 The establishment and implementation of EEO Affirmative Employment Plans and related plans is a fundamental Agency objective.

4.2 USMEPCOM will continue to provide overall management support and budgetary planning to achieve affirmative action objectives and to establish and to maintain effective EEO programs that cover all aspects of equal employment opportunity throughout USMEPCOM, as outlined in 29 C.F.R. 1614.102 and EEOC Management Directive 715 ("MD-715").

4.2.1 On an annual basis, USMEPCOM will provide the Union with USMEPCOM's reports, Affirmative Employment Plans, and related plans, including timeframes set by DA, the EEOC, and USMEPCOM.

4.2.2 Within sixty (60) days of the effective date of this Agreement, USMEPCOM will provide a copy of its EEO and Affirmative Employment Plans, related plans, and MD-715 reports.

4.2.3 USMEPCOM shall provide the Union annual status reports on workforce profile and action items.

4.2.4 Any and all EEOC evaluations of USMEPCOM's progress and Agency self-assessments and EEO reports will be timely provided to the Union.

4.2.5 Upon request, USMEPCOM will fulfill its duty to bargain as prescribed by law and this Agreement.

4.3 Consistent with the EEOC Guidelines for Affirmative Employment Plans and Model EEO Programs, USMEPCOM's EEO plans shall include, at a minimum:

4.3.1 A comprehensive assessment and program analysis of the current status of HQ USMEPCOM and all affirmative action efforts including:

4.3.1.1 Organization and Resources;

4.3.1.2 Workforce Analysis:

4.3.1.2.1 Analysis of USMEPCOM's workforce by Professional, Administrative, Technical, Clerical, Permanent, Temporary, Supervisory, Nonsupervisory, grade groupings, and major occupations, and other required categories or groupings;

4.3.1.2.2 Comparison of USMEPCOM's current workforce with the previous year's workforce; and

4.3.1.2.3 Comparison of USMEPCOM's workforce with the appropriate civilian labor force (CLF).

4.3.1.3 Discrimination complaints (review bases, issues, trends, dispositions, and findings of informal and formal complaints);

4.3.1.4 Recruitment and Hiring;

4.3.1.5 Training Opportunities and Employment Development Programs;

4.3.1.6 Promotions and Other Internal Selections;

4.3.1.7 Separations, including Disciplinary Actions;

4.3.1.8 Program Evaluations; and

4.3.1.9 Performance Recognition Incentives and Awards.

4.3.2 An examination of employment policies, procedures and practices to identify actual problems, barriers, and "triggers" that alert USMEPCOM to the existence of problems or barriers which may limit employment opportunities to certain groups;

4.3.3 The development of plans, objectives and action items to address and to correct problems and barriers, including:

4.3.3.1 A clear statement of specific and measurable objectives and supporting action items which will address and resolve problems and barriers identified;

4.3.3.2 Assignment of a responsible official for each objective and action item; and

4.3.3.3 A target date for completion of each objective and action item.

4.3.4 Establishment of objectives and goals for each job category or major occupation in which a barrier exists, and identification of alternatives that have less impact on a particular group of employees, if the barrier is job-related.

## **Section 5.0 EEO Counselors**

5.1 Recognizing the importance of the EEO Counselors to the existence of an effective Equal Employment Opportunity Program and consistent with EEO guidance, USMEPCOM will

provide sufficient training to all EEO Counselors on the skills needed to perform this function.

5.2 Names, telephone numbers, locations and pictures of EEO counselors, an EEO Complaints Process chart, and USMEPCOM's EEO policy statement will be posted on official bulletin boards in locations frequented by employees (e.g., break room or cafeteria). This information will also be available on USMEPCOM's intranet or website.

5.3 USMEPCOM will ensure full cooperation of all USMEPCOM personnel with EEO Counselors and EEO personnel in the processing of complaints at all stages of the EEO complaint process or grievance process, as applicable, under this Agreement.

5.4 The Counselors' responsibilities are outlined in 29 C.F.R. Part 1614

5.5 USMEPCOM will provide employees with a place to meet privately with EEO counselors.

5.6 EEO Counselors shall be free from restraint, interference, coercion, discrimination, or reprisal in connection with the performance of their duties.

5.7 USMEPCOM will provide Union representatives (i.e., officers, stewards) and supervisors with joint training on the EEO complaint process.

## **Section 6.0 Discrimination Complaints**

6.1 An employee who believes he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, disability, genetic information or reprisal for engaging in EEO activity may file an EEO complaint or grievance pursuant to this Article. The employee must contact an EEO counselor within forty-five (45) calendar days of the date of the alleged discriminatory action or within forty-five (45) calendar days of when the employee was made aware of the alleged discrimination. A grievance must be filed within fifteen (15) working days of the final interview with the EEO counselor, as stated in Article 32, Grievance Procedure. Consistent with 29 C.F.R. 1614, a formal EEO complaint must be filed within fifteen (15) calendar days of receipt of the notice of right to file from the EEO counselor.

6.2 The Union may file a group grievance on behalf of employees who allege they have been or are being adversely affected by a personnel management policy or practice that discriminates against the group on the basis of their race, color, religion, sex, national origin, age, disability, genetic information or reprisal for engaging in EEO activity. The Union must file the grievance within twenty-five (25) working days, as stated in Article 32, Grievance Procedure. A grievance concerning a continuing practice or condition, including matter involving discrimination, may be presented at any time.

6.3 An employee has the right to be accompanied, represented, and advised by a representative of his/her choice at any stage of the complaint process under the EEO administrative complaint process or negotiated procedures. The employee is entitled to

expeditious processing of the complaint or grievance within the time limits prescribed by regulations or by this Agreement. The employee will designate his/her personal representative in writing.

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

6.4.1 Any employee who wishes to file or has filed an EEO complaint or grievance.

6.4.2 Any employee who serves as the representative of another employee.

6.4.3 Any employee who is a witness to or gives evidence concerning an EEO complaint or grievance.

6.4.4 Persons who allege discrimination or who participate in the presenting of such complaints or grievances.

6.5 Union officials representing employees in EEO complaints or grievances will have prompt access, subject to applicable EEO procedures, to copies of the EEO Counselor's Report, Investigative Reports, and the personnel records of the complainant.

6.6 If a change in working conditions arises as a result of an EEO settlement, USMEPCOM will notify the Union and will bargain upon the Union's request in accordance with Article 34, Mid-Term Bargaining. Nothing in this Article should be construed as waiving the Union's right to bargain mid-term changes in personnel policies, practices, or matters affecting working conditions.

6.7 Employees who believe they have been discriminated against on the basis of marital status, sexual orientation, parental status, or political affiliation may file a grievance pursuant to this Article without first contacting an EEO counselor.

6.8 The selection of the negotiated grievance procedure contained in this Agreement to process a complaint of discrimination shall in no manner prejudice the right of an aggrieved employee to request the Merit Systems Protection Board ("MSPB") to review the final decision in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the EEOC to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Commission. Appeals to the MSPB or to the EEOC shall be filed pursuant to such regulations as the Board or the Commission may prescribe.

## **Section 7.0 Information and Data**

7.1 USMEPCOM shall make available to employees, on request, written information describing USMEPCOM's EEO programs, the Affirmative Employment Plan, and the EEO complaint process.

7.2 USMEPCOM agrees to furnish the Union with the following EEO information in paper or



electronic format (as requested by the Union) on an as-needed basis or at least annually when not requested by the Union:

7.2.1 Workforce Profile by Professional, Administrative, Technical, Clerical, Permanent, Temporary, Supervisory, Nonsupervisory, grade groupings, major occupations, and other required categories or groupings according to sex, race, national origin, age, and disability condition;

7.2.2 Promotion trend data for selected positions according to sex, race, national origin, age, and disability condition;

7.2.3 Hiring statistics for selected positions according to sex, race, national origin, age, and disability condition;

7.2.4 Any other sex, race, national origin, age, and disabling condition data not identified above that is maintained by USMEPCOM;

7.2.5 Copies of any plans and reports for affirmative programs of equal employment opportunity, including plans and reports for women and minorities, workers forty (40) years of age and older, and for individuals with disabilities; and

7.2.6 Demographic data for employees whose positions or functions USMEPCOM plans to abolish, outsource, or schedule to undergo an A-76 study and for positions and functions that are abolished, outsourced, or contracted out.

7.3 If the implementation of USMEPCOM's EEO program, plans or reports involve changes in personnel policies, practices, or matters affecting working conditions, the Union will be given a copy of the proposed implementation and an opportunity to exercise its bargaining rights prior to implementation.

7.4 USMEPCOM will review any employment practice or policy which has a disproportionate impact on members of minority groups, women, people forty (40) years of age and older, and people with disabilities with a view toward its elimination or validation.

7.5 USMEPCOM will develop results-oriented programs for affirmative employment to resolve problems of under-utilization and under-representation of members of minority groups, women, persons forty (40) years of age and older, and persons with disabilities. USMEPCOM's EEO program and reports and Affirmative Employment Plans will be developed in accordance with EEOC and OPM guidelines.

7.6 In the case of a selection for a position where under-representation has been identified by USMEPCOM's EEO reports or Affirmative Employment Plan, qualified candidates from minority groups or other protected classes shall be given full consideration in accordance with law and under merit promotion procedures.

## **Section 8.0 EEO Complaint Elections**

8.1 Employees with complaints of discrimination on the bases of race, color, religion, sex, national origin, age, disability, genetic information or previous EEO activity may elect to have their complaints resolved by using either the negotiated grievance procedure as provided in this Agreement or the statutory complaint process, but not both.

8.2 Consistent with Article 32, Grievance Procedure, an employee shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first. A discussion with an EEO Counselor in no way precludes the filing of a grievance that is otherwise timely.

8.3 A mixed case complaint is a complaint of employment discrimination filed with USMEPCOM EEO office based on race, color, religion, sex, national origin, disability, genetic information or age related to or stemming from an action that can be appealed to the MSPB. A "mixed case" appeal is an appeal filed with MSPB alleging an appealable agency action was taken in part or in whole because of discrimination based on race, color, religion, sex, national origin, disability, genetic information or age. An employee may file an EEO complaint with USMEPCOM under the EEO complaint procedures or an appeal with MSPB under the MSPB procedures. An employee may not file a mixed case complaint under USMEPCOM's EEO procedures and an MSPB appeal on the same matter. Whichever is filed first shall be considered an election to proceed in that forum.

8.4 At the conclusion of the informal interview process, the EEO counselor 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. EEO counselors will provide an employee a written description of the procedures for each of the above.

## **Section 9.0 Upward Mobility Opportunities**

9.1 USMEPCOM will assist competent, motivated employees who have the potential for advancement but have not met the full performance qualification standards for higher level positions. Consideration will be given to all USMEPCOM employees who apply for the various opportunities, including those underrepresented persons such as minorities, women, and individuals with disabilities.

9.2 USMEPCOM will consider establishing developmental or career ladder positions in order to allow employees greater opportunity for promotion or advancement. Consideration will be given to all USMEPCOM employees who apply for the various opportunities, including those underrepresented persons such as minorities, women, and individuals with disabilities.

9.3 Consistent with OPM regulations, USMEPCOM will provide training, subject to funding limitations, in support of employees selected to participate in Upward Mobility opportunities. As outlined in OPM regulations, the training will be directed toward providing the knowledge and skills required by the targeted positions.

### **Section 10.0 Pay Equity**

USMEPCOM will observe the principle of equal pay for equal work. As such, USMEPCOM will not discriminate against any employee or group of employees with respect to wages, pay, grade, benefits, condition of employment or any other compensation

### **Section 11.0 Information and Notice to Union and Employees**

11.1 USMEPCOM will provide the Union copies of regulations in USMEPCOM's possession that describe the discrimination complaints process and statistical reports concerning discrimination complaints filed by bargaining unit employees.

11.2 If an employee elects to use the grievance procedure with Union representation, instead of the statutory procedure for filing a discrimination complaint, the Union shall have the right to conduct discovery, as described in the EEOC's regulations. Provision of any information under this Article does not impact any rights the Union may have under 5 U.S.C. § 7114(b) and the Freedom of Information Act.

11.3 The Union representative designated in writing by the EEO complainant will have the same access to information as the complainant.

11.4 The Union will be provided information relating to the demographics of the workforce when requested to represent the bargaining unit employees in a potential or actual grievance. USMEPCOM will also provide this information to the Union within ten (10) workdays of receiving a written request from the Union.

11.5 On an annual basis, USMEPCOM will provide copies of any reports and plans submitted concerning USMEPCOM's implementation of the Notification and Federal Employee Antidiscrimination and Retaliation Act (No FEAR Act), including training plans, reports, and the number and type of EEO complaints and their status.

11.6 The Union will be notified of and provided with an opportunity to be present in any formal discussion affecting the terms and conditions of employment at such time in the processing of any EEO complaint as required by law. USMEPCOM will notify the Union designee as far in advance of the formal discussion as possible under the circumstances and inform him/her of the nature of the original complaint; e.g., age discrimination. The Union representative will be acknowledged at the start of the formal discussion and will be given an opportunity to participate, which includes the opportunity to speak, comment, and make statements.

## **Section 12.0 Sexual Harassment**

12.1 Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship and adversely affects employee opportunity. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior. USMEPCOM will provide all employees a work atmosphere free from sexual harassment and make employees aware of the USMEPCOM's sexual harassment policy.

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

12.2.1 submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

12.2.2 submission to or rejection of such conduct by an individual is used as the basis for career or employment decisions affecting such individual; or

12.2.3 such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

12.3 USMEPCOM will provide employees with a work environment that is free of sexual favoritism, which is a form of sexual harassment. Sexual favoritism occurs when there is a widespread and extensive work pattern of rewarding employees who consensually submit to sexual demands and penalizes those employees who do not submit or were not the target of the demands of harassment.

12.4 Verbal, physical or visual 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.

12.5 Where an employee has brought an allegation of sexual harassment to the attention of USMEPCOM, USMEPCOM shall treat such allegations as confidential and shall reveal no more information concerning such an allegation than is necessary to take appropriate action and/or conduct an investigation.

12.6 Any employee who believes that he/she has been a victim of sexual harassment may file a grievance, EEO complaint, or a mixed case appeal with the MSPB as set forth in Section 9.3 above and Article 32, Grievance Procedure.

12.7 Where an employee elects to use the negotiated grievance procedure provided in this Agreement to process a complaint of sexual harassment, and the person against whom such an allegation is made is designated to provide a response in the grievance procedure, the grievance will be filed directly at the next higher step.

12.8 Where a grievance under this Article is taken to arbitration, the arbitration hearing may, upon request of the grievant, be held as a closed hearing.

### **Section 13.0 Reasonable Accommodations**

13.1 USMEPCOM is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

13.2 USMEPCOM agrees to make reasonable accommodations for known physical or mental limitations of employees with disabilities, unless USMEPCOM can demonstrate that the accommodation would impose an undue hardship on the operation of USMEPCOM'S program.

13.3 Employees may request an accommodation, orally or in writing. USMEPCOM will provide the requesting employee with the applicable procedures for providing reasonable accommodations that describe how to initiate an accommodation request and the process for determining an accommodation request. USMEPCOM will inform the employee of the appropriate management official with authority to engage in the interactive process with the employee and discuss reasonable accommodations options.

13.4 The Parties agree that individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, the employee's suggestions for reasonable accommodations, existing limitations, the work environment, the essential functions of the employee's position, and undue hardship imposed on the operation of USMEPCOM's program.

13.5 USMEPCOM will respond to an employee's request for reasonable accommodation within ten (10) workdays of receiving the request. If additional time is necessary to respond to the request, the reason(s) for the delay and the approximate timeframe for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided to the employee in writing. Denials will not be made for arbitrary reasons.

13.6 USMEPCOM agrees to consider reasonable accommodations that include, but are not limited to:

13.6.1 job restructuring;

13.6.2 making facilities readily accessible to and usable by individuals with disabilities;

13.6.3 acquiring or modifying equipment or devices;

13.6.4 adjusting or modifying examinations, training materials or policies;

13.6.5 providing qualified readers and interpreters for persons with visual impairments;

13.6.6 varying work hours in accordance with Article 13, Hours of Work;

- 13.6.7 telecommuting in accordance with Article 15, Telework;
- 13.6.8 granting of leave in accordance with this Agreement; and
- 13.6.9 reassigning or transferring employees to another position.

13.7 The Parties agree that in many cases, changes in the work environment and accommodations enable persons with disabilities to more effectively perform their job duties. Alterations and accommodations may include, but are not limited to, the following:

- 13.7.1 rearranging files or shelves;
- 13.7.2 widening access areas;
- 13.7.3 maintaining hazard-free pathways;
- 13.7.4 raising or lowering equipment
- 13.7.5 moving or modifying equipment controls from one side to the other, or modifying them for hand or foot operations;
- 13.7.6 installing special holding devices on desks, benches, chairs or machines;
- 13.7.7 utilizing modernized systems, computers and software;
- 13.7.8 providing operational and training materials in Braille; and
- 13.7.9 providing qualified interpreters for the hearing impaired.

13.8 An employee will be provided assistive devices when it is determined that the use of the equipment is necessary to perform official duties. Such equipment does not cover personal items which the employee would be expected to provide, such as hearing aids or eye glasses.

13.9 USMEPCOM's facilities shall be accessible to employees with disabilities. USMEPCOM affirms its commitment to a work environment that is free of architectural barriers. Parking benefits and privileges will not be unreasonably denied individuals with disabilities.

13.10 USMEPCOM will provide all training to employees with disabilities on the same basis as other employees, consistent with this Agreement. Once an employee is selected for training, USMEPCOM will provide reasonable accommodations to the employee to attend and complete the training, consistent with federal laws and regulations.

13.11 Employees with disabilities shall be provided with equal opportunity to perform official business travel consistent with the business needs of USMEPCOM. Certain

additional travel expenses that are necessarily incurred to reasonably accommodate the employee's disability may be reimbursed consistent with the Federal Travel Regulations.

### 13.12 Pregnancy and Temporary Disabilities

13.12.1 Employees who are pregnant or temporarily disabled may formally request accommodation. USMEPCOM agrees to consider such requests; the employee and supervisor should work together to try to find solutions to accommodate each other's needs. USMEPCOM'S decision of whether or not to provide individual accommodations will be made on a case-by-case basis, taking into consideration the employee's specific needs, the work environment, and USMEPCOM'S business needs. If an employee's request is based on a medical condition, USMEPCOM may require the employee to submit medical documentation in support of her/his request.

13.12.2 Pregnant employees or employees recuperating from illness or injury who are temporarily unable to perform the full range of official duties may submit to their supervisor a request for temporary job restructuring or for a temporary reassignment to duties commensurate with pregnancy or the disabilities of the illness or injury. Such requests may be accompanied by a medical certification which will assist in establishing the duty limits and necessary duration for the employee. Upon receipt of the employee's written request with the accompanying medical statement, USMEPCOM agrees to make a reasonable effort to assign duties to the employee in accordance with applicable rules and regulations, medical recommendations, and the needs of the office and other workers.

13.12.3 A pregnant employee shall not be involuntarily reassigned to other duties solely because of pregnancy, absent a medical determination that she is incapable of performing some or all of the duties of her position.

13.13 USMEPCOM 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, and the entire process treated with confidentiality.

13.14 If a change in working conditions as a result of an accommodation triggers a duty to bargain under the Federal Service Labor-Management Relations Statute (5 U.S.C. 7101), Article 34, Mid-term Bargaining, will apply.

13.15 USMEPCOM agrees that it will preserve the confidentiality of personal/personnel medical records and medical data in accordance with the Privacy Act of 1974. This type of information should be placed in a separate, confidential medical file. Written permission from the employee is required for any release of medical documents and records. All medical records and data will be held in strict confidence.

## **ARTICLE 28 - SAFETY, OCCUPATIONAL HEALTH AND ENVIRONMENT**

### **Section 1.0 General**

1.1 USMEPCOM agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions. USMEPCOM and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under USMEPCOM's control.

1.2 The Parties recognize that a safe and healthful work environment is valued by USMEPCOM, contributes to high morale, is necessary for the accomplishment of USMEPCOM's mission, furthers maximum efficiency, and contributes to a higher quality of life for the employees.

1.3 USMEPCOM will abate recognized hazards that are causing or are likely to cause death or serious harm and protect employees in the interim.

### **Section 2.0 Standards**

2.1 USMEPCOM shall comply with Occupational Safety and Health Standards. USMEPCOM will notify the Union prior to the submission of any alternate standards. The Parties will give prompt attention to concerns raised and may adopt more stringent safety and/or health standards to address specific concerns.

2.2 When necessary, Personal Protective Equipment (PPE), as required by appropriate OSHA standards to protect employees from hazardous conditions encountered during the performance of their official duties, and travel to and from as necessary, will be provided and replaced as necessary at no cost to employees required to wear specific PPE.

2.3 Hazard assessments to determine the need for Personal Protective Equipment (PPE) will be conducted as necessary. These assessments will include evaluation of the need for and feasibility of engineering controls or other devices designed to reduce workplace injuries and illnesses or eliminate the need for PPE. These assessments will be documented and a copy provided to the Union at the same time they are provided to USMEPCOM. Employees will receive training on the proper use and care of Personal Protective Equipment (PPE).

### **Section 3.0 Report, Evaluation, and Abatement of Unsafe and Unhealthful Working Conditions**

3.1 Any employee, group of employees, or representatives of employees who believe that an unsafe or unhealthful working condition exists in any workplace has the right to report



such condition to the appropriate supervisor, the facility director, the appropriate safety and health official, and the Union. In the case of immediate threat to life or danger of serious physical harm, the employee shall immediately report the situation to his/her supervisor.

3.2 Naval Station Great Lakes, USMEPCOM, and/or local safety representatives will evaluate employee reports of unsafe or unhealthful working conditions in accordance with 29 C.F.R. 1960. USMEPCOM will formally notify the Union of any potential unsafe working conditions and the status of any corrective actions regarding those potential unsafe working conditions.

3.3 If there is an emergency situation in an office or work area, the first concern is for the employees. Should it become necessary to evacuate, USMEPCOM will take precautions to guarantee the safety of employees and the public. Individuals ordinarily will not be readmitted until it is determined in conjunction with whatever expert resources have been called in, depending on the circumstances, that there is no longer danger to the evacuated personnel. "Expert resources" may include, but are not limited to, local police departments, the Federal Protective Service, local fire departments, appropriate health authorities, EOD, etc.

3.4 In accordance with 29 C.F.R. 1960, an abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) calendar days. Such plan shall contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions. USMEPCOM will promptly provide the Union with a copy of the plan and shall be kept informed of subsequent progress on the abatement plan.

3.5 Prior to the establishment of an official abatement plan, USMEPCOM shall take necessary interim steps for the protection of the employees.

3.6 An employee and/or their Union representative submitting a report of unhealthful or unsafe conditions should be notified in writing within five (5) working days if USMEPCOM determines there are not reasonable grounds to believe such a condition exists and does not plan to make an inspection based on such report. USMEPCOM's inspection or investigation report, if any, shall be given to the employee and/or their Union representative within ten (10) working days after completion of the inspection, for safety violations, or within fifteen (15) working days, for health violations.

3.7 Whenever employees are exposed to chemical or biological hazards USMEPCOM will implement medical surveillance program(s) in accordance with applicable regulations. USMEPCOM agrees to provide physical examinations for these employees who have been exposed to dangerous or unhealthy working conditions in accordance with federal law and applicable regulations.

## **Section 4.0 Comprehensive Analysis of Injuries and Illnesses**

USMEPCOM agrees that comprehensive analysis will be performed to determine causes and appropriate corrective actions concerning patterns of injuries and illnesses that occur at the facility. Analysis will examine such factors as: the general conditions under which the affected employee's job is performed; the processes and procedures involved in the performance of that job; and any unusual factors that may have contributed to the injury or illness. Recommendations to correct the conditions that contributed to the injury or illness will be included in the written results of this analysis with a written copy provided to the Union for each instance.

## **Section 5.0 Imminent Danger Situations**

5.1 The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures (29 C.F.R. 1960.2(u)).

5.2 In the case of imminent danger situations, employees shall make reports by the most expeditious means available. Consistent with 29 U.S.C. 651 and 29 C.F.R. Part 1960 the employee has a right to decline to perform his/her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. However, in these instances, the employee must report the situation to his/her supervisor or another supervisor who is immediately available.

5.3 If the condition can be corrected and the corrected condition does not pose an imminent danger, employees must return to work unless they have already been dismissed for the day. If the supervisor cannot correct the condition, the supervisor shall request an inspection by facility safety and/or health personnel.

5.4 A local union representative will be given the opportunity to be present during the inspection by the facility safety and/or health personnel. If facility safety and/or health personnel decide the condition does not pose an imminent danger, the instruction to return to work shall be in writing or verbal, depending on the circumstance, containing a statement declaring the area or assignment to be safe. When this notification is given to employees, the Union shall be notified and receive any other backup data, reports, etc.

## **Section 6.0 Training**

6.1 USMEPCOM shall provide safety and health training for employees, including job safety training, appropriate to the work performed by the employee. This training will address USMEPCOM's safety and health programs, including the rights and responsibilities of employees.

6.2 USMEPCOM shall provide employees with information regarding the proper use of safety equipment in the building. The Parties agree that some equipment will require hands-on demonstration.

### **Section 7.0 Allegations of Reprisal**

USMEPCOM agrees there will be no restraint, bullying, interference, coercion, discrimination, or reprisal directed against an employee for any of the following: for filing a report of an unsafe or unhealthful working condition; for participating in Occupational Safety and Health Program activities; or because of the exercise by an employee on behalf of him/herself or others, of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 C.F.R. 1960, or any applicable law or regulation.

### **Section 8.0 Use of Insecticides and Chemicals**

To the maximum extent practicable, there will be no application of insecticides or chemicals during working hours. Other chemicals include paint, carpet glue, HVAC cleaning agents, and similar construction or maintenance chemicals. Whenever pesticides are used in a large scale application, USMEPCOM will provide as much advance notice as possible to employees about the application.

### **Section 9.0 Leases**

9.1 Prior to occupancy by any employee of space newly occupied, acquired or significantly remodeled by USMEPCOM, USMEPCOM will provide the Union a copy of the pre-occupancy inspection to identify possible hazards or serious violations of OSHA, other federal, and local standards.

9.2 Pursuant to 29 C.F.R. 1960.30(d), when a hazard cannot be abated before occupancy, the Union and all employees subject to the hazard shall be advised of the preliminary abatement plan and of interim protective measures in effect, and shall be kept informed of subsequent progress on the abatement plan.

9.3 These provisions are not a waiver of the Union's right to request additional information, consultation, and bargaining.

### **Section 10.0 Temperature Conditions**

10.1 The Parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' health and welfare. The Parties agree that the problem of temperature extremes, either hot or cold, and appropriate measures to reduce the risk of exposed employees are appropriate matters for referral to the local Health and Safety Representatives.

10.2 Should exceptionally hot or cold conditions inside buildings make an area virtually unfit for work, USMEPCOM should release affected employees when appropriate accommodations cannot be promptly made.

10.3 When employees are released under the conditions of Section 10.2, they will not be required to take personal leave.

10.4 When employees are not released, USMEPCOM will undertake precautionary measures to reduce the risk to affected employees. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, relaxed dress standards, temporary relocation, etc.

### **Section 11.0 Asbestos**

11.1 USMEPCOM shall conduct inspections to determine the existence of asbestos. Qualified inspectors will inspect the facility for asbestos under OSHA and EPA standards for Hazardous Air Pollutants regulation.

11.2 If, during a preconstruction or pre-space modification inspection, asbestos is found or determined to likely be found during construction or modification, USMEPCOM will timely notify the Union of its presence or potential presence and any plans of containment, abatement and/or removal. If, during construction or space modification, asbestos is found, USMEPCOM will timely notify the Union of its presence, condition, and any plans of containment, abatement and/or removal.

11.3 USMEPCOM will provide the Union, upon receipt, with any available information, test results and/or updates regarding any plans discussed in Section 11.2 and any plans USMEPCOM intends to implement based on information indicating the presence of asbestos.

11.4 Where it has been determined that unsafe or potentially unsafe levels of asbestos exist in building 3400, USMEPCOM will ensure periodic air sampling in accordance with OSHA standards and any other applicable regulations and provide a copy of all reports and materials to the Union at the time USMEPCOM receives same.

11.5 If air sampling indicates that airborne concentrations of asbestos fibers exceeds regulatory levels, employees will be notified in writing of the situation within two (2) working days after discovery of the excessive asbestos concentration. USMEPCOM will assist affected employees in filling out and filing the appropriate Office of Workers' Compensation Programs (OWCP) forms.

11.6 If the airborne asbestos concentration amounts are exceeded, USMEPCOM will ensure abatement of the asbestos hazard pursuant to 29 C.F.R. 1910.1001(f) and will consider courses of action including but not limited to temporary relocation, temporary use of ameliorative equipment, telework, liberal use of leave, or granting administrative leave.

11.7 USMEPCOM will ensure that all external surfaces within the unrestricted work environment in building 3400 shall be maintained free of accumulation of asbestos fibers.

11.8 Asbestos and asbestos-contaminated material shall be collected and disposed of in accordance with appropriate OSHA and EPA regulations.

11.9 USMEPCOM shall record all measurements taken to monitor employee exposure to asbestos including tremolite, anthophyllite, and actinolite. Such records shall be maintained for at least thirty (30) years. The records will include information such as the date of measurement, the operation which caused exposure, the sampling method employed by USMEPCOM or its designee/agent, the number, duration and results of the samples, type of protective devices worn, and name of the employee exposed. Records shall be provided to the exposed employee(s) upon request.

11.10 USMEPCOM will request NAVFAC, Great Lakes, to:

11.10.1 Provide an inventory of all asbestos containing materials in building 3400.

11.10.2 Conduct periodic examinations of asbestos containing materials to detect deterioration.

11.11 USMEPCOM will publish on the command's intranet:

11.11.1 Appropriate procedures for dealing with asbestos related emergencies.

11.11.2 Prohibited activities which would enhance dangerous exposure.

11.12 USMEPCOM shall permit an employee with a reasonable belief that he/she has been exposed to unsafe asbestos levels either in their primary work area or place of TDY to report to the Health Clinic (building 237) within two (2) working days to be examined and obtain copies of reports for their medical records and personal health care provider. Employees will be permitted to report for such examinations on duty time.

11.13 As necessary USMEPCOM will create controlled zones, limited access as required, and provide ample warning signs and displays to protect employees where work with asbestos is to be performed, underway or completed (signage and displays for forty-five (45) workings days after) according to both OSHA and EPA regulations. To safeguard the value of each employee's life, health and well being, the Parties agree that over protection and notification will be practiced rather than "only what is minimally required."

## **Section 12.0 Mold**

12.1 Where it has been determined that mold exists, USMEPCOM will conduct periodic surface and/or air sampling as appropriate.

12.2 If, during a preconstruction or pre-space modification inspection, mold is found or determined to likely be found during construction or modification, USMEPCOM will timely notify the Union of its presence or potential presence and any plans of remediation, abatement and/or removal. During construction or space modification, if mold is found USMEPCOM will timely notify the Union of its presence, condition, and any plans of remediation, abatement and/or removal.

12.3 USMEPCOM will provide the Union, upon receipt, with any available information, test results and/or updates regarding any plans discussed in Section 12.2 and any plans USMEPCOM intends to implement based on information indicating the presence of mold.

12.4 If surface or air sampling indicates that airborne concentrations of mold exceeds levels in the control sample, employees will be notified in writing of the situation within three (3) working days after discovery of the mold. USMEPCOM will assist affected employees in filling out and filing the appropriate OWCP forms.

12.5 If the airborne or surface mold concentration amounts are exceeded, USMEPCOM will ensure abatement of the mold hazard.

12.6 Mold abatement plans may include temporary relocation, temporary use of ameliorative equipment, telework, liberal use of leave, or granting administrative leave. Notice of such abatement action will be provided to the Union in advance, except in an emergency situation in which the Union will be notified as soon as possible. USMEPCOM will meet its labor obligations in both instances.

12.7 USMEPCOM will ensure that all external surfaces within the unrestricted work environment in building 3400 shall be maintained free of accumulation of mold.

### **Section 13.0 On-site Security**

13.1 USMEPCOM shall protect employees from abusive and threatening occurrences and shall take reasonable precautions to ensure such protections.

13.2 USMEPCOM shall arrange for emergency protective assistance to enable employees to receive assistance if the situation requires it.

13.3 Whenever an employee is faced with a physically threatening situation, USMEPCOM shall provide appropriate assistance.

13.4 All phones will be labeled with appropriate emergency numbers, or employees will be provided such on cards and/or flip charts.

### **Section 14.0 Emergency Preparedness**

14.1 USMEPCOM shall have an emergency preparedness plan. The plan will cover employee procedures in the event of fire, earthquake, bomb threat, tornado, flood,

hurricane, or similar emergency or nationally declared emergencies. Evacuation drills will be conducted bi-annually.

14.2 USMEPCOM agrees that the first concern when an employee is injured on the job is to make certain that the employee gets prompt emergency medical treatment. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical treatment.

14.3 When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, USMEPCOM will arrange for transportation. If a co-worker is required to transport the employee, there will be no charge to leave for the co-worker.

14.4 USMEPCOM agrees to maintain adequate first aid supplies. All employees will have reasonable access to these supplies.

### **Section 15.0 Ergonomic Environment**

15.1 The Parties agree that the proper design of work stations and the education of managers, supervisors, and employees about ergonomic job designs and organizational solutions can contribute to the health, comfort and productivity of employees. USMEPCOM agrees that employees should be provided information about ergonomic hazards and how to prevent ergonomically-related injuries.

15.2 USMEPCOM will provide ergonomic accessory equipment, as necessary, to include, but not limited to, keyboards, worktables, chairs that are height-adjustable and provide proper back support, foot rests, padded wrist rests and mouse pads, document holder, and glare screens.

15.3 USMEPCOM will provide lighting that is adequate/appropriate for the work setting.

#### **15.4 Equipment and Furniture**

15.4.1 Employees are encouraged to report equipment or furniture that cause or have potential to cause injuries such as repetitive motion injuries. USMEPCOM agrees to investigate such reports and implement appropriate corrective action.

15.4.2 As much as possible, equipment and furniture purchased by USMEPCOM will be ergonomically functional.

15.4.3 USMEPCOM will ensure that employees have been oriented to the use of new equipment and will ensure that this equipment has been inspected before initial use, when required.

## **Section 16.0 Indoor Air Quality**

16.1 The Parties agree that all employees are entitled to work in an environment containing safe and healthful indoor air quality.

16.2 USMEPCOM shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by federal regulatory agencies such as OSHA, EPA, and GSA.

16.3 On-site investigations/inspections will be conducted when a potentially serious problem concerning indoor air quality or building related illness is formally brought to USMEPCOM's attention.

### **16.4 Microbial Contamination**

16.4.1 USMEPCOM agrees to eliminate or control all known and potential sources of microbial contaminants by assessments and appropriate response to all areas where water collection and leakage has occurred

16.4.2 USMEPCOM also agrees to:

16.4.2.1 Clean and disinfect or remove and discard porous organic materials that are contaminated (e.g., damp insulation in ventilation system, moldy ceiling tiles, and mildewed carpets); and

16.4.2.2 Clean and disinfect non-porous surfaces where microbial growth has occurred and insuring that these cleaners have been removed before air handling units are turned on. In any leased space USMEPCOM will deal with NAVFAC to achieve these objectives.

## **Section 17.0 Renovation and Construction**

17.1 Wherever USMEPCOM decides to significantly alter the physical work site or location through renovation or construction, the Union will be notified in advance.

17.2 USMEPCOM will:

17.2.1 Isolate areas of significant renovation, painting, and carpet laying from occupied areas that are not under construction;

17.2.2 If possible, perform this work during evenings and weekends;

17.2.3 Ensure that contaminated concentrations are sufficiently diluted prior to occupancy;



17.2.4 Supply adequate ventilation during and after completion of work to assist in dilution of the contaminant level; and

17.2.5 Work with NAVFAC in order to achieve and maintain these standards.

### **Section 18.0 Smoking Cessation Program**

18.1 The Parties agree that they will intensify efforts to assist those employees who are interested in breaking the smoking habit. The Parties are committed to making cessation programs available to employees who wish to participate in them. Programs will include or be similar to programs conducted by the American Lung Association or the American Heart Association.

18.2 Employees who wish to stop smoking but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, may seek additional assistance through the EAP. Employee participation in assistance or cessation programs is strictly voluntary.

### **Section 19.0 Workplace Violence and Bullying**

The Parties agree that violence should be eliminated from all workplaces within USMEPCOM. USMEPCOM will develop a policy, with input from the Union, on the prevention of violence. Immediate action will be taken when an employee indicates he/she is being bullied by management or coworkers. Training shall be offered annually to all employees on reporting bullying and consequences of bullying.

### **Section 20.0 Arrangements for Health Hazards Involving Communicable Diseases**

20.1 USMEPCOM will:

20.1.1 Make appropriate arrangements for employees having to interact with individuals with known communicable disease(s), balancing the privacy and safety of all parties concerned.

20.1.2 Keep records of employees exposed to a communicable disease at the work site, in accordance with applicable law.

20.1.3 Take appropriate precautions against the spread of communicable diseases.

20.1.4 USMEPCOM shall permit an employee with a reasonable belief that he/she has been exposed to a serious communicable disease either in their primary work area or place of TDY to report to the Health Clinic (building 237) within two (2) working days to be examined and obtain copies of reports for their medical records and personal health care provider. Employees will be permitted to report for such examinations on duty time.

## **Section 21.0 Dissemination of Occupational Safety and Health Program Information**

21.1 Any details of USMEPCOM's Occupational Safety and Health Program and applicable safety and health standards shall be made available upon request to the Union.

21.2 USMEPCOM shall post conspicuously and keep posted on the official bulletin board located on the first floor, building 3400, information for employees of the provisions of the Act and Executive Order 12196. The posting will contain information addressing the necessary elements of 29 C.F.R. 1960.12. The posting shall not be altered, defaced or covered by other material(s). If damaged or altered USMEPCOM will take responsibility for replacing it within twenty (20) calendar days. USMEPCOM will place information regarding employee rights under 29 C.F.R. 1960 on the command's intranet.

## **Section 22.0 Ergonomic Lifting**

USMEPCOM agrees to provide employees with training and information concerning safe lifting. USMEPCOM further recognizes and agrees that this information must be appropriate to the specific work performed.

## **Section 23.0 Temporary Work Restriction**

When an employee provides USMEPCOM with a health care provider's statement that the employee has temporary work restrictions, USMEPCOM will proactively address the employee's personal health care provider's recommendation and make a determination if there are any duties the employee can perform under those work restrictions. USMEPCOM will make every effort, to the extent it is operationally feasible, to identify duties the employee can perform in his/her position. USMEPCOM will inform the employee of the decision. Under the Health Insurance Portability and Accountability Act (HIPAA), USMEPCOM cannot contact the employee's personal health care provider without a signed release from the employee.

## **Section 24.0 Hazardous Weather and Emergency Conditions Procedures**

24.1 During Non-Work Hours. When hazardous or other extraordinary circumstances develop during non-work hours USMEPCOM will make every effort to notify employees as far in advance as possible using appropriate methods of communication, including, but not limited to message on the emergency number (extension 2300), posting on USMEPCOM's public internet site, and call rosters.

24.2 During Work Hours. When hazardous or other extraordinary circumstances develop during work hours USMEPCOM will provide the appropriate information to employees through, but not necessarily limited to the organizational chain-of-command and e-mail directly to each employee's USMEPCOM work e-mail. USMEPCOM will also utilize the procedures in Section 24.1. to notify other employees who may be on leave, TDY, etc.

24.3 USMEPCOM will weigh the following factors to arrive at a decision for early dismissal, closing, etc.: the nature of the hazardous weather or emergency conditions; imminence of the conditions; the projected extent of the conditions; local responses to the conditions (e.g., are the snow plows out already); and any other general, overall conditions which could affect employees.

## **Section 25.0 Stress**

25.1 The Parties agree that a stress free environment most directly contributes to efficiency, morale, family values, accident-free environment, reduction of workers' compensation claims, reduction of negative media attention, healthy perceptions of USMEPCOM and the workplace. The Parties agree that there are many factors that create stress outside the workplace which may have spill over into the workplace as well as factors in the workplace which cause and/or directly contribute to stress an employee. The Parties agree that every effort will be made to proactively foster a stress free environment or, as necessary, reduce workplace stress with the goal of totally eliminating stress from USMEPCOM.

25.2 The employees may request investigation into the causes, conditions and possible remedies from officials within or external to USMEPCOM.

25.3 Redress for stress caused by USMEPCOM. The Parties acknowledge a mutual interest in resolving concerns, to include those related to a stressful environment, at the lowest possible level. However, employees, either individually and/or as part of a group, may petition the Commander, USMEPCOM, for an investigation or inquiry into a stressful environment in their work area or assignment. The employees who petition will be treated fairly, honestly, and without reprisal.

25.3.1 Petitions presented to the Commander will be acted upon in a timely manner. The Union will be provided notice as to the Commander's decision to investigate or not.

25.3.2 The Commander is not bound by the final report provided by the investigatory source(s). In any event the Commander will provide a written decision.

25.4 The Parties recognize that one factor that contributes to stress, temperature conditions in and around work area, can have a direct bearing on employees' comfort, morale, health and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such as wind chill factor, air flow, the work to be performed, etc.

## **ARTICLE 29 - TEMPORARY, PART-TIME AND PROBATIONARY EMPLOYEES**

### **Section 1.0 General**

1.1 This article sets forth the different provisions applicable to temporary, part-time and probationary employees. Temporary, part-time and probationary employees are also covered by the terms of other articles in this Agreement to the extent consistent with applicable laws and regulations.

1.2 A counseling session or other routine meeting about performance is generally remedial and discipline is not anticipated.

1.3 USMEPCOM agrees to notify the Union at the beginning of the Request for Personnel Action (RPA) and provide rationale when USMEPCOM intends to hire any non-full time employees, including, temporary or part time employees. Upon receipt of such notice, the Union will be provided the opportunity to demand to bargain.

### **Section 2.0 Probationary Employees**

2.1 All probationary periods will be established in accordance with 5 C.F.R. Parts 315.801 and 315.802, and any other applicable Federal law. Probationary periods will also be governed by government-wide regulations in existence at the time this Agreement was approved.

2.2 An employee who has completed a competitive or excepted service probationary period and moves to another position, but does not successfully perform in the current position, can be offered another position for which the employee is qualified, provided such position is not a promotion. In this case, the employee must meet qualification requirements of the position.

2.3 Employees serve a one (1) year probationary period unless otherwise specified in applicable Federal law. During that time, employees will have the opportunity to develop and to demonstrate their proficiency. At the beginning of the probationary period (normally within thirty (30) calendar days), probationary employees will be advised in writing of applicable critical/noncritical elements and performance standards, and should be advised of general conduct expectations. The supervisor will explain the requirements of the probationer's position and answer any questions the employee may have.

2.4 From the beginning of the probationary period, the supervisor will communicate with the employee frequently, will observe the employee closely, and assist in resolving any performance and/or conduct issues. In the event that there are deficiencies in the employee's conduct and/or performance, the supervisor will counsel the employee in a timely manner and document the meeting, with a copy given to the employee.

2.5 After the employee has completed at least ninety (90) days in the assignment, the supervisor will meet with the employee to discuss the employee's performance and

adjustment to the job, and any training or other needs or outstanding work that warrants attention. USMEPCOM will consider employees' specific requests for assistance to improve his/her performance. Where performance deficiencies are reported, the employee and USMEPCOM will explore the courses of action that may be taken to overcome them and USMEPCOM may provide appropriate assistance. Any form used to document deficiencies will be shared with the employee. These procedures are minimum requirements and, where possible, extension of follow-up interviews is encouraged.

2.6 USMEPCOM may terminate an employee on a probationary or trial period because of his/her performance or conduct. The employee shall be notified in writing as to why he/she is being terminated and the effective date of the action. The information in the notice shall, at a minimum, consist of the conclusions as to the inadequacies of the employee's performance or conduct.

2.7 If a probationary employee is removed for conditions arising before appointment, the employee has a right to advance notice of the separation, the reason for the separation, an opportunity to provide an answer and supporting affidavits, and any applicable appeal rights, in accordance with 5 C.F.R. 315.805. USMEPCOM shall consider the answer in reaching its decision, which shall be provided to the employee prior to the effective date of the decision.

## **ARTICLE 30 - UNION RIGHTS**

### **Section 1.0 Exclusive Representation**

Pursuant to 5 U.S.C §7114(a)(1), USMEPCOM recognizes the Union as the exclusive representative of the employees in the units certified by the FLRA. As such, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit.

1.1 Employees shall be protected from restraint, interference, coercion, or discrimination in the legitimate exercise of their rights and responsibilities as designated representatives of the Union. Within the confines of laws, rules, and this Agreement, the Union has the right to designate representatives of its own choosing.

1.2 Employees have the right to participate, through the Union, in the formulation and implementation of policies and practices affecting conditions of their employment.

1.3 The Union shall have the right and responsibility to present its views to USMEPCOM either orally or in writing.

1.4 The Union will be afforded the opportunity to participate in the orientation process for employees.

1.5 USMEPCOM shall annually inform the employees of their right to Union representation.

1.6 USMEPCOM will provide the Union with one copy of all changes to USMEPCOM Orders, Directives, Manuals and issuances relating to personnel policies, practices, procedures and matters affecting working conditions of employees.

1.7 The Union is responsible for representing the interests of all employees without discrimination and without regard to labor union membership.

### **Section 2.0 Recognition of Union Representatives**

In addition to the elected Officers of the Union, USMEPCOM agrees to recognize the Stewards and the Chief Steward duly appointed by the Union. The Union will appoint Stewards as they see fit.

### **Section 3.0 Representation Requirements**

#### **3.1 Formal Discussions**

3.1.1 Pursuant to 5 U.S.C. §7117(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 USMEPCOM concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment.

3.1.2 USMEPCOM shall give the Union advance written notice by e-mail of every formal discussion that is to be held. USMEPCOM will provide all such notices at least two (2) working days prior to the formal discussion except in those instances which involve an immediate threat to the life or safety of a person. The notice will be given to the President of the local, or, if a specific Union representative has already been identified, the notice will be given to that representative with a copy to the President of the local and to the Chief Stewards.

3.1.3 At the start of each formal discussion, USMEPCOM management representative will ask any Union representative who may be present to introduce himself. Furthermore, USMEPCOM management representative will permit the Union representative to ask relevant questions, and to present a brief statement before the end of the meeting outlining the Union's position concerning the issues presented by management, and to have full participatory rights during the meeting.

### **3.2 Investigatory Examinations**

3.2.1 As provided in 5 U.S.C. §7114(a)(2)(B) and Article 20, Disciplinary and Adverse Actions, the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of USMEPCOM in connection with an investigation if:

3.2.1.1 The employee reasonably believes that the examination may result in disciplinary action against the employees; and

3.2.1.2 The employee requests representation.

3.2.2 The Union will determine which representative will be assigned to any particular investigatory examination and provide notice of such to USMEPCOM.

3.2.3 The Union representative will be given a reasonable amount of time to arrive at the examination. Once the employee requests representation, no further questioning will take place until the representative arrives. If the representative is not available due to work schedules or other representational business, the examination will be postponed. If the designated representative is not available within one (1) working day, an alternate representative will be designated, unless otherwise mutually agreed by the Parties. The meeting will not be unreasonably delayed by either party.

### **Section 4.0 Employment with the Union**

Any employee elected or appointed to office in the Union, at the AFGE District 7 level or National Office, which requires a part or all of his/her time, may be granted leave without pay (LWOP) by USMEPCOM. He/she shall not lose his/her seniority, established at the time of the absence, and shall accrue seniority subject to applicable laws and regulations. Leave without pay for the above purpose is limited to periods not in excess of one (1) year, but may be renewed upon receipt of appropriate application by such employee and approval by USMEPCOM.

## **Section 5.0 Distribution of Literature**

Official publications of the Union, which may include newsletters, fliers, or other notices, may be distributed on USMEPCOM property by Union representatives during approved official time or non-duty time. Where available, Union representatives may use centralized employee mail slots/drops to distribute Union publications. Distribution shall be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union issuances. Neither official time nor centralized employee mail slots may be used to distribute internal Union business materials.

## **Section 6.0 Other Appeals and Complaints**

The Union has the right to refuse to represent any employee in matters not covered by the negotiated agreement, e.g., statutory appeals of adverse actions and/or EEO complaints.

## **Section 7.0 Information**

In accordance with 5 U.S.C. 7114(b)(4), USMEPCOM agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union.

## **Section 8.0 Bargaining Unit Member Information**

USMEPCOM agrees to provide the Union with an alphabetical list and organizational chart that includes all HQ USMEPCOM employees (to include the Sectors). The list will include the name, classification title, series and grade, bargaining unit status (BUS) code and FLSA indicator for each employee identified above. USMEPCOM will update and provide the aforementioned list and chart to the Union every six (6) months.

## **Section 9.0 Surveys and Questionnaires**

9.1 USMEPCOM will not communicate directly with employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all questionnaires and surveys from all other agencies. Nothing in this section precludes the Union from the right to bargain over conditions of employment under 5 U.S.C. Chapter 71.

9.2 Participation in surveys will be voluntary, unless the Parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the Parties agree otherwise.

9.3 A complete and accurate copy of surveys and results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to USMEPCOM, the results will be shared with the Union.



## **ARTICLE 31 - OFFICIAL TIME**

### **Section 1.0 Purpose**

1.1 Official time for collective bargaining and related activities is in the public interest. The parties recognize that good communication is vital to a positive and constructive relationship between the Union and USMEPCOM. These communications should facilitate and encourage the amicable settlement of disputes and should contribute to the effective and efficient conduct of public business.

1.2 USMEPCOM recognizes that official time and travel expenses spent by employees in the conduct of labor-management business is spent as much in the interest of USMEPCOM as that of the Union, as articulated in 5 U.S.C. 7101.

### **Section 2.0 Official Time for Representational Functions**

2.1 Release of designated Union Representatives and employees from their official duties for the purpose of employee representation will enhance labor-management relations at all levels and allow AFGE to comply with its duty of fair representation required by 5 U.S.C. 7114. Thus, official time will be authorized to designated Union Officials to carry out activities including, but not limited to:

2.1.1 Attending formal discussions of employees;

2.1.2 Attending investigatory interviews of employees;

2.1.3 Attending labor relations training;

2.1.4 Meeting with management representatives;

2.1.5 Maintaining records in support of and preparing reports that are required of the Union by federal agencies;

2.1.6 Meeting with employees to resolve complaints and grievances;

2.1.7 Attending grievance meetings with managers and employees, whether in a representative capacity or in the capacity of an observer where an employee has elected to pursue a grievance without Union representation;

2.1.8 Preparing for and providing representation at grievances, arbitrations, discrimination complaints, (as appropriate), statutory appeals; (such as to the Merit Systems Protection Board; Federal Services Impasses Panel; Federal Labor Relations Authority; or, Equal Employment Opportunity Commission); preliminary investigations; and disciplinary/adverse actions. Also, any Federal Mediations & Conciliation Service activities which may occur;

2.1.9 Preparing and filing of an Unfair Labor Practice Charge with the FLRA. Prior to filing such a charge Union Representatives may, in an effort to resolve the issue, first notify USMEPCOM Representatives regarding the intent to file such a complaint with the FLRA;

2.1.10 Attending authorized labor-management relations meetings;

2.1.11 Attending authorized meetings and functions as is elsewhere permitted by this contract;

2.1.12 Preparing for the above activities as necessary; or

2.1.13 Other bargaining and/or representational functions permitted by law.

2.2 The Parties acknowledge that official time for employees and representatives is provided under separate authority to participate in statutory appeal procedures. This includes, but is not limited to, proceedings before the Federal Labor Relations Authority, and the Equal Employment Opportunity Commission. Such official time is not limited by this article.

2.3 USMEPCOM shall give consideration to making schedule changes to facilitate the contract or to extending filing deadlines for grievances when extenuating circumstances beyond the Union's control prohibit the timely filing of such grievances. USMEPCOM will attempt to schedule Union Officers and Stewards so as to permit their attendance at official Union Functions on non-duty time.

### **Section 3.0 Representational Time for Employee Participation**

3.1 Grievances and Appeals. An employee may utilize a reasonable amount of duty time to confer and prepare with Union Officials and/or approved designee.

3.2 Meetings with USMEPCOM and Third Party Proceedings. An employee may utilize a reasonable amount of duty time to attend both, meetings with USMEPCOM and third party proceedings when he/she is the affected employee or a witness in a grievance, arbitration or statutory appeal proceeding.

3.3 Employees will inform someone in their supervisory chain of the expected destination and the estimated duration.

### **Section 4.0 Schedule of Official Time**

4.1 Consistent with 5 U.S.C. Chapter 71 and the terms of this Agreement, Union Officers and Stewards will be granted official time per the table for the performance of labor-management relations and representational activity that do not constitute internal Union activities such as membership recruitment and internal Union elections.

Official time for the purpose of labor management relations, (except for contract bargaining which is separate and allowed; Labor-Management committee meetings), will be granted during regular duty hours to Union Representatives as follows:

4.1.1 President .....35 hours per pay period

4.1.2 Vice Presidents (Executive, VP Non-Pro and VP Pro) 32 collective hours per pay period

4.1.3 Secretary .....6 hours per pay period

4.1.4 Treasurer.....6 hours per pay period

4.1.5 Steward Corps.....450 hours per calendar year

4.1.6 In the event the allotted number of hours for steward corps is depleted, the parties agree to negotiate a path forward for the remainder of the year.

4.1.7 In the event the President's allotted hours are exhausted during a pay period, the President shall be authorized additional hours in order to carry out the functions identified above in Section 2.

4.1.8 In the event the Vice Presidents' allotted hours are exhausted during a pay period, the Union may submit a written request to the Chief of Staff for additional hours.

### **Section 5.0 Procedure For Requesting Official Time**

5.1 A Union Representative requesting to use official time to perform a Union representational function will, with as much advance notice as possible, request official time from their supervisor including the estimated duration, expected destination and general nature of the function being performed. Only for mission critical needs or purposes may a Union Representative be denied the use of official time when requested. In the event a request is denied by a supervisor, the supervisor and the union representative will identify the earliest possible opportunity to meet the needs of that request, keeping in mind the interests of the bargaining unit and mission requirements.

5.2 Union Representatives will document use of official time in Automated Time, Attendance and Production System (ATAAPS) on the date official time is used or as soon as possible thereafter.

5.3 Employees meeting with a Union Representative will, with as much advance notice as possible, request duty time from their supervisor including the estimated duration and expected destination. Only for mission critical needs or purposes may an employee be denied the use of duty time when requested. In the event a request is denied by a

supervisor, the supervisor and the employee will identify the earliest possible opportunity to meet the needs of that request, keeping in mind the interests of the bargaining unit and mission requirements.

### **Section 6.0 Official Time Allocation for Training Activities**

6.1 Training under this Section will, generally, cover such areas as handling of statutory actions such as grievances, appeals, complaints, FLRA and other 3rd Party processes, as well as training related to Federal personnel/labor relations laws, regulations, and procedures which are of mutual benefit.

6.2 Four hundred and ninety (490) hours of Official Time are available annually for Union Steward and Union Official training. The allotment of these hours will be at the Union's discretion in accordance with the provision outlined above.

6.3 Written requests from a Union Officer will be forwarded as soon as possible in advance of the training to the Deputy Director of J-1 with copy to the Chief of Staff for action. All communications between the Union and USMEPCOM regarding these requests will include copy to all aforementioned parties to include AFGE Local 725 President. Final decisions on these requests will be issued in writing by the Deputy Director of J-1 or the Chief of Staff no later than three (3) work days from the date all sufficient documentation is received. Any additional information requests will be made to the originator of the training request within three (3) workdays from receipt of the original training request. If not available at the time the request is made, documentation sufficient to make a determination regarding the course contents will be furnished to the Deputy Director of J-1 and copy to the Chief of Staff upon receipt. "Documentation" includes any formal agenda or correspondence provided by the trainer and/or training source that supports the request.

6.4 Official time for authorized training shall be approved except in cases either where the absence of the employee or employees will significantly adversely impact USMEPCOM work requirements, or the allocated annual training hours outlined above in this Section have been exhausted. In the event the allotted number of hours for training is depleted, the parties agree to negotiate a path forward for the remainder of the year.

6.5 When a request for official time for training is disapproved for any reason, a detailed explanation for such disapproval will be furnished to the representative who made the request and copy to the Union President at the time of disapproval.

6.6 Official time may be used for travel to and from the training.

### **Section 7.0 Employment with the Union**

Any employee elected or appointed to office in the Union, at the AFGE District 7 level or National Office, which requires a part or all of his/her time, may be granted leave without pay (LWOP) by USMEPCOM. He/she shall not lose his/her seniority, established at the time of the absence, and shall accrue seniority subject to applicable laws and regulations. Leave

without pay for the above purpose is limited to periods not in excess of one year, but may be renewed upon receipt of appropriate application by such employee and approval by USMEPCOM.

**Section 8.0 Performance Evaluation**

The use of official time, in accordance with this Agreement, will not adversely affect a Union Representative's performance evaluation.

**Section 9.0 Proper Use of Official Time**

If a disagreement over the proper use of official time arises, it shall be elevated to the Union President and Chief of Staff, for resolution as soon as possible.

## **ARTICLE 32 - GRIEVANCE PROCEDURE**

### **Section 1.0 Purpose**

1.1 The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by employee(s) or the Union. USMEPCOM and the Union recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

1.2 The Union and USMEPCOM agree that grievances should be settled in an orderly, and prompt and equitable manner so that the efficiency of USMEPCOM may be maintained and morale of employees shall not be impaired. Every effort shall be made by USMEPCOM 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. 71 and this Agreement, in seeking redress of grievances.

### **Section 2.0 Coverage and Scope**

2.1 A grievance means any complaint:

2.1.1 by an employee(s) concerning any matter relating to the employment of the employee;

2.1.2 by the Union concerning any matter relating to the employment of any employee; or

2.1.3 by any employee, group of employees, the Union, or USMEPCOM concerning:

2.1.3.1 the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

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

2.2 Grievances on the following matters are excluded from the scope of this procedure:

2.2.1 any claimed violation of 5 U.S.C. 73 relating to prohibited political activities;

2.2.2 retirement, life insurance or health insurance;

2.2.3 a suspension or removal under 5 U.S.C. 7532 relating to national security;

2.2.4 any examination, certification, or appointment; and

2.2.5 the classification of any position which does not result in the reduction in grade or pay of an employee.

### **Section 3.0 Exclusivity**

Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by USMEPCOM. Representation of employees shall be the sole and exclusive province of the Union. This is the exclusive procedure available to employees and the Union for the resolution of grievances.

### **Section 4.0 Representation**

4.1 Upon filing of a grievance, an employee may elect to be self-represented or represented by a Union Representative or designee approved in writing by the Union.

4.2 The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) working days of the filing date. USMEPCOM will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union.

4.3 Where the grievant elects Union representation, meetings and communications with regard to the grievant's attempts at resolution shall be made through the designated Union representative.

4.4 The Union representative has the right to ask questions, discussion and comment concerning the allegations and facts or the proceedings, request clarification, and make use of procedures available to management.

4.5 For employees on flextime, the Parties agree to schedule all steps in the grievance process during the core hours of the grievant and representative unless the Parties mutually agree otherwise.

4.6 For employees on a fixed shift, the Parties agree to schedule all steps in the grievance process during the fixed shift of the grievant and representative unless the Parties mutually agree otherwise.

4.7 In situations where the grievant(s) and representative are on different work schedules and/or locations, the Parties agree to make every reasonable effort to schedule all steps in the grievance process to the common work times of the grievant(s) and representative unless the Parties mutually agree otherwise. If this cannot be done with mutual agreement, the employee may have their shift temporarily adjusted, without loss of pay.

## **Section 5.0 Grievability/Arbitrability Questions**

In the event either Party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The Parties agree to raise any questions of grievability or arbitrability of a grievance prior to the limit for the written answer in the final step of this procedure. USMEPCOM agrees to furnish the Union with written notice of any claim that a grievance is non-grievable or non-arbitrable, and the reasons therefore. All grievability and arbitrability issues shall be referred to the arbitrator, who will decide all issues raised.

## **Section 6.0 Time Limits**

6.1 A grievance concerning a continuing practice or condition may be presented at any time. Except as covered in Section 7.3, a grievance concerning a particular act or occurrence must be presented to the Step 1 management official within twenty-five (25) working days of the action or date the employee became aware of it, or anytime the act or occurrence is of a continuing nature.

6.2 All the time limits in this Article may be extended by mutual consent prior to their expiration, and are not to be precedent setting.

## **Section 7.0 Options**

7.1 In accordance with 5 U.S.C. 7121, an employee at his/her option may raise matters covered under Section 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.

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

7.3 Before filing a grievance which alleges discrimination, the employee may first discuss the allegation with an EEO Officer. This discussion must be within forty-five (45) calendar days after the event causing the allegation or after the date the employee became aware of the event. The EEO Officer shall provide the employee with a Notice of Right to File. The Employee may then file either a formal complaint under the statutory EEO procedure or a grievance under this procedure, but not both. If the employee elects to file under the negotiated grievance procedure, he/she shall proceed with filing a grievance within fifteen (15) working days of receipt of the EEO Officer's Notice of Right to File.



## **Section 8.0 Procedures for Employee Grievances**

### **8.1 Step 1**

8.1.1 A grievance must be submitted in writing, using the form found in Appendix 3, and presented to the Step 1 management official. The written grievance should normally describe the matter(s) being grieved, state the requested relief, and indicate whether or not a meeting is requested.

8.1.2 The Step 1 management official is the official who took the action being grieved.

8.1.3 Within ten (10) working days after receipt of the grievance, the Step 1 official must hold a meeting for the grievant/Union Representative to make an oral and/or written presentation, if such meeting is requested. If a meeting is not requested, the Step 1 official shall issue a decision within fifteen (15) working days after receipt of the grievance.

8.1.4 The Step 1 official or designee will as promptly as possible, attempt to resolve the grievance and will, within fifteen (15) working days after the presentation date, give a written decision containing the reasons for the decision.

### **8.2 Step 2**

8.2.1 The grievance may be appealed to the Step 2 official (next level supervisor or responsible official) within fifteen (15) working days after receipt of the Step 1 decision.

8.2.2 Within ten (10) working days after receipt of the grievance, the Step 2 official must hold a meeting for the grievant/Union Representative to make an oral and/or written presentation, if such meeting is requested. If a meeting is not requested, the Step 2 official shall issue a decision within fifteen (15) working days after receipt of the grievance.

8.2.3 The Step 2 official or designee will as promptly as possible, attempt to resolve the grievance and will, within fifteen (15) working days after the presentation date give a written decision containing the reasons for the decision.

### **8.3 Step 3**

8.3.1 The grievance may be appealed to the Step 3 official (next level supervisor or responsible official) within fifteen (15) working days after receipt of the Step 2 decision.

8.3.2 Within fifteen (15) working days after receipt of the grievance, the Step 3 official must hold a meeting for the grievant/Union Representative to make an oral

and/or written presentation, if such meeting is requested. If a meeting is not requested, the Step 3 official shall issue a decision within twenty (20) working days after receipt of the grievance.

8.3.3 The Step 3 official or designee will as promptly as possible, attempt to resolve the grievance and will, within twenty (20) working days after the presentation date give a written decision containing the reasons for the decision.

8.3.4 If a satisfactory resolution is not reached, the Union may submit a request for binding arbitration, in accordance with Article 33 of this Agreement, within thirty (30) working days after receipt of the Step 3 decision, or within thirty (30) working days of the last date that the decision should have been received.

8.3.5 The Step 2 and Step 3 officials listed above may use designees to complete their responsibilities. When any management official designates someone to act on his/her behalf, that designee will have the complete authority to render a decision at that step and will render the decision. The designee will never be someone who decided the issue at any previous step.

8.3.6 USMEPCOM shall not delegate down in the line function in using designees in the grievance procedure.

## **Section 9.0 Grievance Decision**

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. A copy of the decision and all relevant documents cited in the decision will be provided to the grievant and the Union to the extent permitted by law.

## **Section 10.0 Termination, Settlement, or Withdrawal of a Grievance**

10.1 In employee grievances, failure on the part of USMEPCOM to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.

10.2 If the grievant, after receiving a decision, fails to timely pursue the grievance, the grievance shall be terminated.

10.3 If a decision is not issued, the grievance will not terminate.

10.4 The Union, acting as the responsible representative of all employees, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance.

10.5 It is agreed that when a grievance decision is accepted, or the grievance terminated by the grievant at any step, in writing, it will be considered to be settled.

## **Section 11.0 Agency and Union Initiated Grievances**

11.1 An Agency grievance may be initiated in writing by the Commander, USMEPCOM, or designee, and presented to the Union President, or designee, within twenty (20) working days of the action or condition giving rise to the grievance, or knowledge of the same. The Union President or designee shall render a decision in accordance with Section 9.0 of this Article within twenty (20) working days following receipt of the grievance.

11.2 A Union grievance may be initiated in writing by the Union President, or designee, and presented to the Commander, USMEPCOM, within twenty (20) working days of the action or condition giving rise to the grievance, or knowledge of the same. The Commander or his/her designee shall render a decision in accordance with Section 9.0 of this Article within twenty (20) working days following receipt of the grievance. The intent of this section is not to circumvent the normal grievance procedure.

11.3 If a satisfactory resolution is not reached, USMEPCOM or the Union may submit a request for binding arbitration, in accordance with Article 33 of this Agreement, within thirty (30) working days after receipt of decision, or within thirty (30) working days of the last date that the decision should have been received.

## **Section 12.0 Multiple Grievances**

Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances at any time during the time limits of Step 1. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent.

## **Section 13.0 Informal Resolutions**

13.1 Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis. The use of Alternate Dispute Resolution (ADR) is encouraged. The parties agree that every effort will be made to settle grievances at the lowest possible level. Reasonable time during work hours will be allowed for employees and Union representatives to discuss, prepare for, and present grievances including attendance at meetings with management officials concerning the grievances and ADR procedures, consistent with Article 31, Official Time.

13.2 Settlements made in the ADR process will not become precedent setting.

13.3 All settlements impacting employees shall be submitted to the Union for review and approval in accordance with applicable rules and regulations.

13.4 Any changes to USMEPCOM's ADR policy shall be negotiated with the Union before implementation.

13.5 If USMEPCOM and the Union agree to do so, they may contact the Federal Mediation and Conciliation Service (FMCS) and request, in writing, the services of a mediator to assist in the resolution of the issue.

## **ARTICLE 33 - 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 32 of this Agreement. A referral to arbitration can be made only by the Union or USMEPCOM.

### **Section 2.0 Preliminary Procedures**

2.1 The Union or USMEPCOM may invoke arbitration by serving written notice on the other party within thirty (30) working days following receipt of a final decision or the date by which the final decision was due to be rendered under the negotiated grievance procedure found in Article 32. 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.

2.2 Method of Selecting an Arbitrator. Within ten (10) working days after invoking arbitration, the Parties to the arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting a completed FMCS Form R-43 "Request for 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. By providing a list of arbitrators, FMCS has not ruled on the arbitrability of the grievance. Within ten (10) working days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. If the Parties cannot agree upon an arbitrator, the Parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one name remains. The person whose name remains shall be selected as the arbitrator. The Party striking the first name shall be chosen by a coin toss. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties. At any time, the Parties may obtain a new list of arbitrators from the FMCS by mutual consent. Upon request of the grieving Party (i.e., USMEPCOM 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.

2.3 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, and establish a date for the hearing. Hearings over employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed to.

2.4 When a grievance concerns a complaint of sexual harassment, as defined in Article 27, Equal Employment Opportunity, the hearing shall be a closed forum upon request of either Party.

### **Section 3.0 Expedited Arbitration**

3.1 The following expedited arbitration process is available to provide a swift and economical method for the resolution of identified disputes. If the Union wishes to utilize expedited arbitration, the Union President or designee shall within five (5) working days of the date arbitration is invoked, notify the principal management official. The Union may, however, withdraw its request for the expedited arbitration procedure at any time prior to the setting of the hearing date. Group grievances may be included by mutual consent. Expedited arbitration may not be used for Union or Agency grievances.

3.2 The Parties will select an arbitrator in accordance with the provisions of Section 2.2 of this Article. The designated arbitrator shall be notified by the Parties jointly by telephone or email of any request for expedited arbitration. In such cases, the designated arbitrator shall arrange a time, place, and date for the hearing within a period of not less than fifteen (15) working days and not more than thirty (30) working days.

3.3 The Parties agree that the following matters may be submitted for expedited arbitration, at the option of the Union:

3.3.1 Suspensions for fourteen (14) days or less;

3.3.2 Oral or written reprimands;

3.3.3 Actions imposing sick leave restrictions;

3.3.4 Sick leave, annual leave, LWOP, or AWOL disputes;

3.3.5 Denial of WIGI;

3.3.6 Individual disputes over AWS or telework;

3.3.7 Disputes over performance appraisals;

3.3.8 Career ladder promotions; or

3.3.9 Health and safety issues.

3.4 The following rules apply to the conduct of the expedited arbitration hearing:

3.4.1 The rules of evidence will be relaxed;

3.4.2 Briefs will not be filed either before or after the hearing and a transcript will not be made unless mutually agreed to by the Parties or required by the arbitrator;

3.4.3 Parties will be encouraged to use stipulations of fact and expected testimony for uncontroverted evidence;

3.4.4 Parties may present closing statements orally at the conclusion of the hearing; and

3.4.5 The arbitrator will issue an award either from the bench at the close of the hearing, which will be confirmed in writing within twenty (20) calendar days from the close of the hearing; or in writing within thirty (30) calendar days after the close of the hearing.

#### **Section 4.0 Grievability/Arbitrability**

The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Arbitrability/grievability issues must be raised in writing by Step 3 of the grievance procedure. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. There will be no separate hearing for grievability/arbitrability issues, except by mutual consent.

#### **Section 5.0 Witnesses and Parties**

5.1 The Grievant shall have the right to be present at the hearing. The Union shall have the right to be represented at the hearing by a minimum of two (2) designated representatives or a numerical balance with USMEPCOM's representatives, whichever is more. Each Party is entitled to one (1) observer.

5.2 The grievant(s), the grievant's representative(s), and observer, if any, and all employees identified as witnesses, who are in an active duty status, shall be excused from duty and granted duty time and travel and per diem expenses to the extent necessary to participate in all phases in the arbitration proceeding, either as a Party or to testify as a witness, without loss of pay.

5.3 The Parties shall exchange witness lists fourteen (14) calendar days in advance of the arbitration date. The Parties shall endeavor to finalize witness lists by that date; however, either Party may supplement their witness list up to the date of the arbitration in the interest of fairness.

5.4 USMEPCOM shall ensure that all witnesses who are employed by USMEPCOM are available for the hearing. The Union will remind employees that when not testifying or

participating in the arbitration proceeding they are expected to be at work. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

### **Section 6.0 Authority of Arbitrator**

The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be 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 will retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

### **Section 7.0 Ex Parte Communication with Arbitrator**

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

### **Section 8.0 Arbitrator's Award**

The arbitrator should render a written decision not later than thirty (30) calendar 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 take the actions required by the final award within thirty (30) calendar days after it becomes final and binding, except as provided by the Award, or unless mutually agreed by the Parties. This section does not apply to the expedited arbitration procedure contained at Section 3.0.

### **Section 9.0 Costs of Arbitration**

9.1 The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

9.2 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.

9.3 If, prior to the arbitration hearing, the Parties resolve the grievance, any 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 Attorney Fees and Expenses**

10.1 In the event the Union prevails, reasonable attorney fees and expenses will be provided to the Union consistent with governing statute or case precedent.

10.1.1 By statute, an arbitrator has jurisdiction to resolve a motion for attorney fees from the Union after an award becomes final and binding.

10.1.2 The arbitrator's award on the issue of attorney fees should be issued within thirty (30) calendar days of the arbitrator's receipt of USMEPCOM's response to the Union's request.

10.1.3 All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the Parties.

## **ARTICLE 34 - MID-TERM BARGAINING**

### **Section 1.0 Purpose**

1.1 This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement.

1.2 Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party which are either newly formulated, or changes to established personnel policies and practices during the term of this Agreement, which affect the working conditions of employees which are not de minimis. De minimis determinations must be made by the FLRA.

### **Section 2.0 Procedures for Negotiating During the Term of the Agreement**

2.1 Either Party may propose changes in conditions of employment during the life of the Agreement which are not already covered specifically by the Agreement. The initiating Party will provide the other Party with reasonable advance written notice, not less than twenty (20) calendar days prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:

- 2.1.1 The nature and scope of the proposed change;
- 2.1.2 A description of the change;
- 2.1.3 An explanation of the initiating Party's plans for implementing this change;
- 2.1.4 An explanation of why the proposed change is necessary; and
- 2.1.5 The proposed implementation date.

2.2 The receiving Party will review the proposal and may respond to the initiating party in one of the following ways:

- 2.2.1 If the receiving Party wishes additional information or an explanation of the proposal, that Party may, within twenty (20) calendar days of receipt of the notice, make a written request for a briefing by the initiating Party, and/or for additional information, in writing, in order to clarify or determine the impact of the proposed change; or
- 2.2.2 If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a demand to bargain within

twenty (20) calendar days of receipt of the notice (or receipt of any requested briefing or information, whichever is later).

### **2.3 Agreement to Negotiate**

2.3.1 Upon demand by the receiving Party, 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. Following this demand to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than thirty (30) calendar days from the receipt of the receiving Party's demand. Implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.

2.3.2. The Party demanding negotiations will not be required to submit written proposals in advance of the start of the bargaining period, but will make good faith efforts to submit proposals, in part or in whole, prior to arriving at the bargaining site, whenever practicable.

2.3.3. If the receiving Party has not responded to the initiating Party within the prescribed time frames, the proposed changes in conditions of employment will be implemented on the proposed effective date to the extent the proposed changes are not in violation of applicable laws and government-wide regulations.

### **Section 3.0 Ground Rules for Mid-term Bargaining**

3.1 The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71. These ground rules are intended to supplement the procedure set forth in this Agreement, and may only be changed by mutual consent.

3.1.1 Either Party may request a briefing session to explore or explain the change and its impact on employees. This session may be scheduled in advance of the start of actual negotiations, or as a part of the time allotted for bargaining.

3.1.2 Negotiations will be held in a suitable meeting room provided by USMEPCOM at a mutually agreed upon site. USMEPCOM will furnish the Union negotiating team with a caucus room, such as a conference room or other private meeting space which is in close proximity to the negotiation room.

3.1.3 USMEPCOM will provide the Union negotiating team with customary and routine office equipment, supplies, and services, including but not limited to computer(s) with Internet access, telephone(s), desks and/or tables and chairs, office supplies, and access to at least one printer and one photocopier.

3.1.4 The starting date and the daily schedule for negotiations will be established by the Chief Negotiators.

3.1.5 Alternates may substitute for committee members with written notice to the other Party. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

3.1.6 During negotiations, the Chief Negotiator for each Party will signify agreement on each section by initialing the agreed-upon section. The Chief Negotiator for each Party will retain his/her copies and will initial the other Party's copy. This will not preclude the Parties from reconsidering or revising any agreed-upon section by mutual consent.

3.1.7 It is agreed that either team may request a caucus, and may leave the negotiation room to caucus at a suitable site provided by USMEPCOM. 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.

3.1.8 The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations. This will not serve as a bar to the Parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

3.1.9 Each Party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator/Chief Spokesperson who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective Party.

3.1.10 The Union will be authorized at least the same number of Union representatives on official time as USMEPCOM has representatives at the negotiations table, however not less than three (3) representatives. Provided they are already in a duty status, designated Union negotiators will be on official time for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties during negotiations, such as preparation time and time spent developing and drafting proposals.

3.1.11 If any proposal is claimed to be nonnegotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within thirty (30) calendar days from when the proposal is declared to be negotiable or the claim that the proposal is nonnegotiable is withdrawn. Nothing in this section will preclude the right of judicial appeal.

3.1.12 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.

3.1.13 Any provisions disapproved during Agency-head review may be referred to the FLRA by the Union. Any provision held within the scope of bargaining will be incorporated into the Agreement. The Parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining USMEPCOM's determination that the Union's proposal is outside the scope of bargaining.

3.1.14 All timeframes in these ground rules may be modified by mutual consent.

3.1.15 USMEPCOM will pay travel and per diem expenses for Union negotiators.

3.1.16 Unless the Parties mutually agree otherwise, the alternate work schedules and flexiplace schedules of the Parties will be converted to regular tours of duty (i.e., Monday through Friday) and work hours adjusted according to the agreed-upon hours of negotiations without regard for notice requirements of Article 13, Section 11.0 of this Agreement.

3.1.17 No official transcript or electronic recording will be made during the negotiations; however, each Party may designate one of their team members to take and keep notes and records during the sessions.

3.1.18 Observers shall be permitted in negotiating sessions only by the mutual consent of the Parties.

#### **Section 4.0 Waivers**

Nothing in this Agreement shall be deemed to waive either Party's statutory rights including the Union's right to initiate mid-term bargaining on matters that are not contained in or covered by this Agreement. Unless it is clear that a matter at issue is set forth explicitly and comprehensively in this Agreement or in an existing MOU, the subject is appropriate for mid-term bargaining.

#### **Section 5.0 Negotiability Disputes**

If the Parties do not agree as to the obligation to negotiate and the services of the Federal Labor Relations Authority (FLRA) are invoked, USMEPCOM is precluded from implementing its proposed action until the FLRA resolves the negotiability issue, unless such action is necessary for the effective operation of USMEPCOM or may be necessary to carry out USMEPCOM's mission during emergencies or extraordinary circumstance.

## **ARTICLE 35 - USE OF OFFICIAL FACILITIES AND SERVICES**

### **Section 1.0 Union Office Space**

1.1 USMEPCOM recognizes the importance and value of the Union's mission and purpose. Accordingly, USMEPCOM agrees to furnish office space to the Union appropriate for carrying out its representational and partnership duties in locations easily accessible to employees and private citizens and of size, furnishings, and decor commensurate with other administrative offices within the facility. Office space shall be sufficiently private to ensure confidentiality to the maximum extent. The office(s) shall be of sufficient size for necessary storage of confidential and/or Personally Identifiable Information (PII) materials.

1.2 Each office shall be equipped with adequate phone, fax, and computer capabilities similar to those used in the top-level administrative offices in the facility.

### **Section 2.0 Meeting Space**

USMEPCOM will, on an as-needed basis, provide conference rooms as available for discussions between employees and Union officials. USMEPCOM will also provide suitable space for regular Union meetings. The Union agrees to exercise reasonable care in use of such space.

### **Section 3.0 Telephone**

USMEPCOM will make internal telephones and government long distance service available to the Union for handling representational duties and conducting labor-management relations. The Union will use government long distance service in a reasonable, prudent, and cost-conscious manner. Telephones provided to the Union shall have voice mail and speaker phone capabilities for representational and labor-management activities.

### **Section 4.0 Equipment and Technology**

4.1 USMEPCOM will provide to each Union office the following:

4.1.1 Fax machine.

4.1.2 Personal computer with standard software, programs, and capabilities compatible with USMEPCOM's technology (examples of capabilities to be included are the ability to write to storage media, to host net meetings, and to run programs on storage media that contain audio and video files, dual monitors in accordance with DoD Information Assurance Guidelines).

4.1.3 Printer and access to a color printer.

4.1.4 Scanner with color scan capability.

4.1.5 Access to e-mail, internet, intranet, and USMEPCOM administrative functions (such as mail distribution lists, employee time and leave menu, etc.) in the Union office.

4.1.6 Copy machine similar to administrative office level in the Union office and access to high-volume production equipment in the facility.

4.1.7 As required and permitted for USMEPCOM employees, heaters and fans to counter extreme heat and cold.

4.1.8 Additional equipment may be negotiated.

4.2 The above list of equipment is not intended to be all-inclusive. As new technology becomes available, equipment/software/ programs used by administrative office level officials shall be made available to the Union in a time frame consistent with availability with other administrative offices. USMEPCOM will work with the Union to identify and provide specific training to address concerns related to the use of technology to include security, reliability, and appropriateness of use.

4.3 Maintenance, shuttle service (where available), and other customary and routine services and equipment, such as the telephone conferencing shall be provided to the Union office. USMEPCOM will provide access to video conferencing equipment subject to network limitations.

4.4 USMEPCOM agrees to provide, if requested, a link to the AFGE National Office and the Union on the pages of both USMEPCOM's intranet and the internet sites.

4.5 The parties agree that such equipment and technology will be predominantly used for labor-management relations activity, but that incidental use for internal union business is permissible.

4.6 The Union agrees to comply with USMEPCOM's internal security requirements.

### **Section 5.0 Bulletin Boards**

The Union shall be provided bulletin boards in areas normally used to communicate with employees.

### **Section 6.0 Interoffice Mail System**

The Union and its representatives may use the interoffice mail system for regular representational communications (e.g., grievances, correspondence or memorandums to USMEPCOM).

## **Section 7.0 Metered Mail**

Consistent with postal regulations, the Union shall have use of USMEPCOM metered mail limited to representational matters. Mass mailings are inappropriate under this Section. Mailings by the Union on representational matters to Union national representatives are appropriate.

## **Section 8.0 Membership Drives**

USMEPCOM agrees to provide adequate facilities for membership drives at locations that will provide access to employees during lunch periods. At a minimum, the Union will be given the use of facilities at least equal to that provided to other organizations/vendors or USMEPCOM sponsored functions. USMEPCOM agrees that the Union may access employee meal areas during membership drives.

## **Section 9.0 Personnel Regulations and Policies**

USMEPCOM shall timely notify and furnish the Union President access via the command's intranet to copies of USMEPCOM Directives, Regulations, Personnel Manuals, Circulars, Handbooks, Pamphlets, etc. and equivalent successor documents. These publications shall be updated when such changes are reissued. The President will be advised of the Uniform Resource Locator (URL) to obtain the same information when the URLs change. Hard copies or electronic versions will be provided to the Union upon request.

## **Section 10.0 Literature**

USMEPCOM will provide space for the purpose of distributing Union material. The space will be in prominent locations, such as the cafeteria or first-floor landing.

## **Section 11.0 Use of Official E-Mail**

11.1 The Union and its representatives may use the interoffice mail and e-mail system for labor-management and representational communications between each other, AFGE District and National Staff, and other appropriate parties, including but not limited to the FLRA, MSPB, EEOC, OPM, and arbitrators.

11.2 The Union and its representatives may use the interoffice mail and e-mail system for labor-management communications with USMEPCOM and its representatives.

11.3 The Union and its representatives may use the interoffice mail and e-mail system for representational communications to potential and actual grievants.

11.4 Employees may use the interoffice mail and e-mail system for representational communications to the Union and its representatives.



11.5 The Union and representatives may use the interoffice mail and e-mail system for a reminder of the Union's regular monthly meeting and short suspense meetings containing business along the lines of that conducted during regular monthly meeting. These e-mails will be distributed only to Union members.

11.6 The interoffice mail and e-mail systems will not be used to conduct internal Union business such as membership drives and electioneering.

11.7 The Union agrees to comply with USMEPCOM's internal security requirements.

### **Section 12.0 New Employee Orientation**

The Union will be advised of the schedule for orientation sessions for new employees who are in the bargaining unit and will be provided a minimum of fifteen (15) minutes to address the employees. The Union representative(s) conducting the orientation will be on official time. A listing of employees for orientation showing their organizational element will be provided to the Union in advance of the sessions.

## **ARTICLE 36 - LABOR MANAGEMENT COOPERATION**

### **Section 1.0 Purpose**

1.1. The Union and USMEPCOM recognize that the participation of employees in the formulation and implementation of their conditions of employment affects their well-being and enhances the efficient administration of the Government. To this end, the Union and USMEPCOM mutually recognize and endorse the involvement of affected employees and their representatives in the development of programs, policies, and practices. The Parties further recognize that the entrance into a formal collective bargaining agreement with each other is but one act leading toward a constructive labor-management relationship and that the success of a labor-management relationship is further assured when forums are available and used to communicate with each other.

1.2. The Union and USMEPCOM therefore, agree to continue to improve upon the Labor-Management Relations forums for the purpose of exchanging information and discussing matters of mutual concern or interest in the broad area of personnel policy and practices and other matters affecting working conditions. The Parties will strive to have these forums be effective for meaningful dialogue and exchanges in a manner that will benefit both labor and management and promote an effective and efficient government.

### **Section 2.0 Principles**

2.1 USMEPCOM shall allow Union representatives to have pre-decisional involvement in workplace matters to the fullest extent practicable, without regard to whether those matters are negotiable subjects of bargaining under 5 U.S.C. 7106; provide adequate information on such matters expeditiously to Union representatives where not prohibited by law; and make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment, including those involving the subjects set forth in 5 U.S.C. 7106(b)(1), through discussion in its Labor-Management forums and the conduct of routine business.

2.2 The desire and intent in this Article is to describe and encourage effective labor-management cooperation. The Union and USMEPCOM are committed to working together at all levels to ensure a quality work environment for employees, and effect a more efficient administration of USMEPCOM programs. The Parties support and encourage cooperative labor-management relationships at all levels.

2.3 Labor-Management cooperation will include:

2.3.1 Labor-Management Discussion between the Commander, USMEPCOM, and President, AFGE Local 725 as described in Section 3.0

2.3.2 Labor-Management Committee as described in Section 4.0. The Labor-Management Committee shall be the main working, regularly scheduled Labor-Management element between USMEPCOM and the Union.

2.3.3 Joint Labor-Management Training as described in Section 5.0. Training shall be done jointly; however, this does not preclude additional training by each Party at other times and in other forums. Any training document(s) shall be prepared jointly.

2.3.4 Pre-decisional involvement.

2.3.5 Other venues as may be established by mutual agreement.

2.4 Nothing in this Agreement will preclude informal communications at any level between USMEPCOM and the Union.

### **Section 3.0 Labor-Management Discussion**

3.1 The Labor-Management Discussion is a bi-monthly, scheduled, uninterrupted meeting between the Commander of USMEPCOM and the President, AFGE Local 725 in order to facilitate a constructive, open, effective, and personal labor-management relationship. The Parties both agree that emergent or mission critical issues may arise during the course of said meetings that may require immediate attention.

3.2 Upon mutual agreement, an additional attendee may be permitted from each Party for a part or all of the bi-monthly meeting. For transition purposes, attendance of newly appointed Commander, USMEPCOM and newly elected President, AFGE Local 725 shall always be permitted.

3.3 Attendance at Labor-Management Discussion meetings for Union personnel will be on official time and is in addition to provisions of Article 31, Official Time.

3.4 Subjects to be considered at these meetings must be submitted by the Parties in writing no later than four (4) working days preceding the scheduled bi-monthly meeting. Each Party must provide their subjects to be considered to the other Party. If a Party does not wish to provide subjects for that month's meeting, as a courtesy they will provide a statement to that effect no later than four (4) working days to the other Party.

3.5 The Labor-Management Discussion shall be scheduled to meet bi-monthly for an hour. The day/time for the meeting shall be set at the previous meeting. If an emergent situation arises and the Parties are unable to meet as scheduled, the meeting will be rescheduled for the first practicable time that same month, or as early as possible in the following month. A rescheduled meeting will not impact the next regular occurring meeting.

3.6 The Labor-Management Discussion is intended to be an opportunity for each Party to engage in discussion, ask questions, receive feedback, exchange views and provide

information. The Labor-Management Discussion is not intended to be the strictest of forums for Information Papers and Taskers.

3.7 Subject to mutual agreement, either Party may request special meetings to discuss matter(s) of a pressing nature. If the Parties agree to an additional meeting(s), such meeting(s) shall be arranged by USMEPCOM at the convenience of both Parties as soon as possible.

3.8 The Labor-Management Discussion usually shall rotate bi-monthly in either the office of the Commander, USMEPCOM, or in the Union office. Upon mutual agreement, the meeting may be held in an alternate location. The hosting Party shall have the first agenda item.

#### **Section 4.0 Labor-Management Committee**

4.1 The Parties agree that regularly scheduled meetings between officials of the Union and USMEPCOM facilitate a constructive, open, effective and progressive Labor-Management relationship. It is with this intent the Union and USMEPCOM mutually agree to establish a Labor-Management Committee.

4.2 The focus will be on an open exchange of information based on collaborative efforts by the Parties in a non-adversarial manner.

#### **4.3 Meeting Location and Schedule**

4.3.1 The Labor-Management Committee meeting will be held monthly on a scheduled recurring basis agreed to by both Parties. Attendees will be notified of the meeting location a minimum of five (5) working days prior to the meeting by a representative of Management. A caucus room will be made available if such a need arises.

4.3.2 The Parties may mutually agree to hold additional and or special meetings and form workings groups for a specific purpose, with a specific charter and defined time frame.

#### **4.4 Matters for Discussion and Procedure**

4.4.1 Subjects to be considered at the Labor-Management Committee meetings will be submitted, in descending priority order, by the Party desiring discussion, in writing, a minimum of five (5) working days prior to the meeting date. Union issues will be submitted to the Management Chair. Management issues will be submitted to the Union Chair.

4.4.2 Any matters or issues not exchanged five (5) working days prior to the meeting will not be addressed at the Labor-Management Committee meeting unless the Parties mutually agree to do so. These issues will be tabled until the next

monthly Labor-Management Committee meeting, or an otherwise mutually agreed upon time.

4.4.3 Subjects for Discussion. In order to foster continual progress, topics for the Labor- Management Committee shall include, but not be limited to:

4.4.3.1 The meaning and intent of labor-management agreements;

4.4.3.2 The interpretation and application of relevant rules, regulations and policies within the discretion of USMEPCOM;

4.4.3.3 The conditions of employment causing misunderstanding(s) and/or grievance(s); and

4.4.3.4 Matters which will serve to strengthen and improve the relationship between the Union and USMEPCOM.

4.4.4 Subjects excluded for consideration, unless otherwise mutually agreed upon, will be:

4.4.4.1 Individual employee complaints or claims;

4.4.4.2 Pending Unfair Labor Practices Charge(s);

4.4.4.3 Matters being processed under any dispute resolution procedure, (Privacy Act considerations will be adhered to by the Parties); and

4.4.4.4 Labor relations matters arising at activities other than the USMEPCOM Local 725 Bargaining Unit, unless impacting such unit.

#### 4.5 Representatives and Attendance

4.5.1 A Labor-Management Committee meeting may not occur unless a minimum of two members from each of the Committees, to include the Chairs or their designees, are present. In the event this does not occur, the Parties will reschedule at the earliest mutually agreed upon time.

4.5.2 The Chair of the Management Committee will be the USMEPCOM Deputy Commander/Chief of Staff, or, in the primary Chair's absence a designated alternate. Other Management Committee members will consist of:

4.5.2.1 Two (2) designated Management Officials.

4.5.2.2 J-1 Director or J-1 Designee.

4.5.3 The Union Committee Chair will be the AFGE Local 725 Union President, or, in the primary Chair's absence, a designated alternate. Other Union Committee members will consist of:

4.5.3.1 Executive Vice President of AFGE Local 725.

4.5.3.2 Two (2) officers and/or stewards of AFGE Local 725.

4.5.4 If the designated alternate for either Committee Chair is already a Committee member, that Party will be permitted to designate another committee member.

4.5.5 Observers and/or participants may be invited to attend by the mutual concurrence of the Chairs.

4.5.6 Attendance at Labor-Management Committee meetings for Union personnel will be on official time. Their work schedule can be adjusted to accommodate meeting time.

4.6 Chair Functions and Responsibilities. The Union and Management Chairs are considered to be Co-Chairs and will alternate as the primary Committee Chair on a monthly basis for the discussion of agenda issues. The responsibilities of the Co-Chairs or their designees will include the following:

4.6.1 To confirm the date, time, and location of Committee meetings for their committee members;

4.6.2 Ensure the prompt attendance of their committee members;

4.6.3 Communicate agenda topics to their committee members;

4.6.4 Provide copies of prior meeting minutes to their committee members;

4.6.5 Finalize the agenda at least two (2) working days prior to the meeting.

4.7 Committee meetings shall be conducted as follows:

4.7.1 Committee discussion and co-chair or designee approval of prior meeting minutes;

4.7.2 Discussion and consideration of Union and Management agenda items will be in alternating order beginning with the primary Chair's highest priority item.

4.7.3 By mutual agreement of the Parties, discussion of an emergent labor issue.

4.7.4 By mutual agreement of the Parties, unresolved matters may be "tabled." Those matters will be further addressed as agreed upon by the co-chairs.

4.7.5 Caucuses may be called by Committee Chairs as needed. Caucuses and breaks are not to exceed fifteen (15) minutes, unless otherwise mutually agreed upon by the Committee Chairs.

#### 4.8 Meeting Minutes

4.8.1 The meeting minutes will be taken by a USMEPCOM administrative assistant. Completed minutes will be delivered to the Committee Chairs within three (3) working days.

4.8.2 If agreement cannot be reached on how the minutes shall read, either Party may provide a memorandum for record within five (5) working days of receipt of the minutes to become part of the official record.

### **Section 5.0 Joint Labor-Management Training**

5.1 The Parties agree that Labor-Management Relations training is of mutual benefit when it covers appropriate areas and is presented in a neutral manner. Such training is available from various sources which may be open to labor and management. The intent is that both USMEPCOM and the Union seek out opportunities and occasions for joint training. Nothing in this Agreement precludes additional training by either Party.

#### 5.2 Guiding Principles.

5.2.1 To ensure consistency with the mission of USMEPCOM and the supporting goals of each Party.

5.2.2 To seek input and feedback from all.

5.2.3 To assist in establishing an atmosphere of mutual trust and respect.

5.2.4 To assist in establishing open and honest communications with a view toward recognizing and addressing the interests of the Parties.

5.2.5 To share information and responsibility.

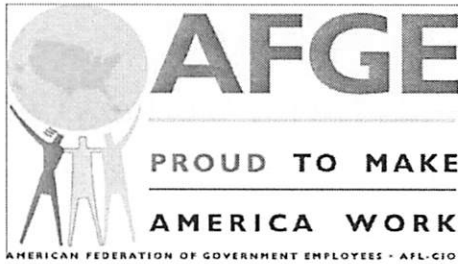
5.3 Training needs will be jointly identified through a Labor Management forum identified in this Article. Scheduling and content will be determined by mutual agreement by the committee Parties.

5.4 Union Officials will be on official time during joint training. Attendance of Union Officials at meetings with management and/or third party trainer to plan for training will be on official time. This official time will not be counted against any allocated official time agreements. All other attendees will be on duty time.

**Appendix 1:**  
**Telework Agreement**



**Appendix 2:**  
**Election of a Representative for Workers Compensation Claim**



## Election of a Representative for Workers' Compensation Claim

In accordance with 20 C.F.R. §10.700, I am authorizing an individual to represent my interests in proceedings before the Office of Workers' Compensation Programs (OWCP). I am aware that a statement signed by myself is required to establish my representative's appointment. This document serves as my written statement establishing my representative's appointment. I am additionally aware that when I select a union representative, defined as an officially sanctioned union official, as my representative, no fee or gratuity may be charged.

I select the following officially sanctioned union official as my representative:

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix 3:**  
**AFGE Local 725 Grievance Form**

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**U. S. Military Entrance Processing Command  
and AFGE Local 725**

**Collective Bargaining Agreement**

May 27, 2015

**For the U. S. Military Entrance  
Processing Command**

**For AFGE Local 725**

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**Appendix 1:**  
**Telework Agreement**

## USMEPCOM/AFGE LOCAL 725 TELEWORK AGREEMENT

Information for this document is collected to register individuals as participants in the DOD alternative workplace program; to manage and document the duties of participants; and to fund, evaluate and report on program activity. The records may be used by Information Technology offices to determine equipment needs, to ensure appropriate safeguards are in place to protect government information, and for assessing and managing technological risks and vulnerabilities. Disclosure of such information is voluntary; however, failure to provide the requested information may result in an employee's inability to be a participant in the telework program.

The terms of this agreement must be read in conjunction with the Collective Bargaining Agreement (CBA) between USMEPCOM and AFGE Local 725 and Department of Defense Instruction (DoDI) 1035.01. Where the CBA conflicts with DoDI 1035.01, the terms of the CBA will control. Signatories certify they will abide by this agreement.

1. Work schedules and hours of duty may be modified in accordance with the Collective Bargaining Agreement between USMEPCOM and AFGE Local 725. A copy of the employee's approved work schedule should be kept on file with the signed Telework Agreement. In emergency situations (as indicated in Block 12 of Section I of the telework agreement), the teleworking employee's work hours may be subject to change. Emergency schedules will be set based on mission critical needs.

2. If the employee is scheduled to work at least twice each biweekly pay period on a regular and recurring basis at the regular worksite for the employee's position of record, the regular worksite (where the employee's work activities are based) is the employee's official worksite in accordance with 5 C.F.R. 531.605.

3. If the employee does not report to the regular worksite at least twice each biweekly pay period, the official worksite is the location of the employee's telework site. However, exceptions to the twice each biweekly pay period requirement may be made during emergencies or for short-term situations (e.g., special projects, recovery from injury or medical condition, emergency situation preventing commute, extended approved absence from work, temporary duty travel status away from official worksite, temporary detail to alternative work location).

4. All pay (to include locality pay or local market supplement), leave, and travel entitlements will be provided in accordance with federal law, government-wide regulations and the Collective Bargaining Agreement between USMEPCOM and AFGE Local 725.

5. Prior to signing this Telework Agreement, the supervisor and employee will discuss and document:

- a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications);
- b. Safety, technology and equipment requirements; and
- c. Duties and performance expectations.

6. The same provisions regarding leave, time and attendance, overtime and performance management apply while teleworking as while working in the regular workplace. If an employee is unable to perform scheduled telework due to illness or dependent care responsibilities, the employee must take appropriate leave. By signing this form, the employee acknowledges that continued and documented failure to obtain proper approval for overtime work may result in cancellation of the telework agreement.

7. The employee will promptly inform the supervisor whenever problems arise at the alternative duty site that adversely affects the employee's ability to perform work. If the employee is unable to continue to work that day at the alternative duty site, the employee will be expected to return to the official duty station as soon as possible or may request leave. Supervisors may, on a case-by-case basis, administratively excuse the employee from teleworking if circumstances, such as a power failure or weather related emergency, prevent the employee from working at the telework site.

To the extent practicable, supervisors will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and

8. Teleworking employees may be required to return to or work at the regular worksite on scheduled telework days based on valid operational requirements. In these situations, the recall shall be handled in accordance with the Collective Bargaining Agreement between USMEPCOM and AFGE Local 725.

9. If the employee uses government-furnished equipment, the employee will protect and use the equipment for official business only. Government-furnished equipment will be serviced and maintained by USMEPCOM.

10. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus and protection requirements and procedures.

11. No classified documents (hard copy or electronic) may be taken to, or created at an employee's alternative worksite. If classified telework is authorized at an approved alternative secure location, teleworkers must comply with the procedures established by DoD 5200.01R regarding such work. For Official Use Only (FOUO) and controlled unclassified information (CUI) data may be taken to alternative worksites if necessary precautions are taken to protect the data. When CUI including competition sensitive or source selection data is authorized for use at the telework location, criteria for the proper encryption and safeguarding of such information and data must be consistent with Enclosure 3, subparagraphs 3.f.(1) through (3) of DoDI 1035.01. Any additional precautions should be documented in the Specific Terms and Conditions section.

12. The employee will protect USMEPCOM records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, and codified at section 552a of Title 5, United States Code.

13. The use of personal email accounts for transmission of Personally Identifiable Information (PII) is strictly prohibited. PII may only be emailed between government email accounts and must be encrypted and digitally signed.

14. The employee may be reimbursed for authorized expenses (e.g., installation of broadband or telephone lines) incurred while conducting business for USMEPCOM, as provided by statute, implementing regulations and the Collective Bargaining Agreement between USMEPCOM and AFGE Local 725.

15. USMEPCOM will not be responsible for operating, maintenance or any other costs associated with the use of the employee's residence.

16. USMEPCOM is not liable for damages to an employee's personal or real property while the employee is working at home, except to the extent USMEPCOM is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

17. Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the official duty station or alternate work site. Any accident or injury occurring must be brought to the attention of USMEPCOM as soon as possible. USMEPCOM will investigate all reports as soon as possible following notification.

18. Either the employee or the supervisor may cancel the telework agreement in accordance with the Collective Bargaining Agreement between USMEPCOM and AFGE Local 725.

19. USMEPCOM's standards of conducts continue to apply to the employee while working at the alternative worksite in accordance with applicable law, government-wide regulations and the Collective Bargaining Agreement between USMEPCOM and AFGE Local 725.

**USMEPCOM/AFGE LOCAL 725  
TELEWORK AGREEMENT**

**SECTION I - This document constitutes the terms of the telework agreement for:**

<b>1. EMPLOYEE (Last Name, First, Middle Initial)</b>		<b>2. OFFICIAL JOB TITLE</b>	
<b>3. PAY PLAN/SERIES/GRADE/PAY BAND</b>		<b>4. ORGANIZATION</b>	
<b>5. REGULAR WORKSITE (Street, Suite Number, City, State and ZIP Code)</b>		<b>6. ALTERNATE WORKSITE ADDRESS (Street, Apartment Number, City, State and ZIP Code) (May be TBD under emergency situations)</b>	
<b>7. ALTERNATE WORKSITE TELEPHONE NUMBER (Include Area Code)</b>		<b>8. ALTERNATE WORKSITE EMAIL ADDRESS (Address for official emails if different from office email address. Identification of personal email address is not required.)</b>	
<b>9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES (Agreement should be reviewed at least once every 2 years)</b>		<b>10. TOUR OF DUTY (X one)(Attach sample biweekly work schedule)</b>  <input type="checkbox"/> FIXED <input type="checkbox"/> FLEXIBLE <input type="checkbox"/> COMPRESSED	
<b>a. START (YYYYMMDD)</b>	<b>b. END (YYYYMMDD)</b>		
<b>11. TELEWORK ARRANGEMENT (X one)</b> <input type="checkbox"/> REGULAR AND RECURRING <input type="checkbox"/> SITUATIONAL Regular and Recurring Telework Schedule: _____ Number of Days per Week or Pay Period _____ Days of the Week (e.g., Mon, Wed, Fri)			
<b>12. CONTINUITY OF OPERATIONS DURING EMERGENCY SITUATIONS</b> Employee is expected to telework for the duration of an emergency pursuant to: 1) a pandemic; 2) when the regular worksite is closed or closed to the public due to natural or manmade emergency situations (e.g., snowstorm, hurricane, act of terrorism, etc.); or 3) when Government offices are open with the option for unscheduled telework when weather conditions make commuting hazardous, or similar circumstances compromise employee safety. If the worksite is closed or closed to the public, the employee may be granted administrative leave, on a case-by-case basis, when other circumstances prevent the employee from working at the telework site. Supervisors will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.			
<b>13. SUPERVISOR OR AUTHORIZED MANAGEMENT OFFICIAL (Name and Signature)</b> I also verify that I have completed approved telework training.  <input type="checkbox"/>		<b>14. DATE (YYYYMMDD)</b>	
<b>15. EMPLOYEE SIGNATURE</b> <input type="checkbox"/> I also verify that I have completed approved telework training.		<b>16. DATE (YYYYMMDD)</b>	



## SECTION II - SAFETY CHECKLIST

SAFETY FEATURE	(X)	YES	NO
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a home office.			
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.).			
3. Electrical system allows for grounding of electrical equipment (three-prong receptacles).			
4. Office (including doorways) is free of obstructions to permit visibility and movement.			
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.			
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.			
7. If material containing asbestos is present, it is in good condition.			
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.			
I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work.			
9. EMPLOYEE SIGNATURE	10. DATE (YYYYMMDD)		

**SECTION III - TECHNOLOGY/EQUIPMENT CHECKLIST**

(1) TECHNOLOGY/EQUIPMENT <i>(Indicate all that apply)</i>	(2) REQUIREMENT <i>(Y or N)</i>	(3) OWNERSHIP: AGENCY OR PERSONAL <i>(A or P)</i>	(4) REIMBURSEMENT BY COMPONENT <i>(Y or N)</i>
<b>1. COMPUTER EQUIPMENT</b>			
a. LAPTOP			
b. DESKTOP			
c. PDA			
d. OTHER:			
<b>2. ACCESS</b>			
a. IPASS/VPN ACCOUNT			
b. CITRIX - WEB ACCESS			
c. OTHER:			
<b>3. CONNECTIVITY</b>			
a. DIAL-IN			
b. BROADBAND			
<b>4. REQUIRED ACCESS CAPABILITIES</b>			
a. SHARED DRIVES (e.g., H or P Drive)			
b. EMAIL			
c. COMPONENT INTRANET			
d. OTHER APPLICATIONS:			
<b>5. OTHER EQUIPMENT/SUPPLIES</b>			
a. COPIER			
b. SCANNER			
c. PRINTER			
d. FAX MACHINE			
e. CELL PHONE			
f. PAPER SUPPLIES			
g. OTHER:			
<b>6. SUPERVISOR'S SIGNATURE</b>			<b>7. DATE (YYYYMMDD)</b>
<b>8. EMPLOYEE SIGNATURE</b>			<b>9. DATE (YYYYMMDD)</b>

**SECTION IV – SPECIFIC TERMS AND CONDITIONS**

**1. EMPLOYEE** (*Last Name, First, Middle Initial*)

**2. OFFICIAL JOB TITLE/ PAY PLAN/SERIES/GRADE/PAY BAND**

**At a minimum, this Section shall include:**

- 1. SUPERVISOR RECOMMENDATION**
- 2. DIRECTOR RECOMMENDATION**
- 3. SPECIFIC TERMS AND CONDITIONS**
- 4. OFFICE PROCEDURES** (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications, procedures for data backup)
- 5. DUTIES AND PERFORMANCE EXPECTATIONS**

**5. SUPERVISOR'S SIGNATURE**

**6. DATE** (YYYYMMDD)

**7. EMPLOYEE SIGNATURE**

**8. DATE** (YYYYMMDD)

**SECTION V - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION**

*(Complete this section when the telework agreement is cancelled.)*

1. CANCELLATION DATE (YYYYMMDD)

2. INITIATED BY (X one)

EMPLOYEE

MANAGEMENT

3. REASON(S) FOR CANCELLATION

4. GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED  
LIST PROPERTY AND DATE OF RETURN:

YES

NO

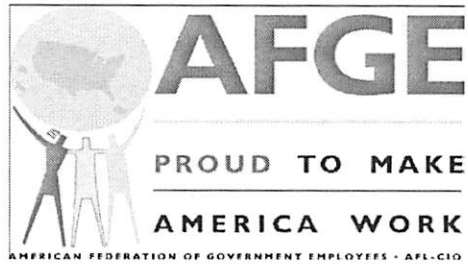
5. SUPERVISOR'S SIGNATURE

6. DATE (YYYYMMDD)

7. EMPLOYEE SIGNATURE

8. DATE (YYYYMMDD)

**Appendix 2:**  
**Election of a Representative for Workers Compensation Claim**



## Election of a Representative for Workers' Compensation Claim

In accordance with 20 C.F.R. §10.700, I am authorizing an individual to represent my interests in proceedings before the Office of Workers' Compensation Programs (OWCP). I am aware that a statement signed by myself is required to establish my representative's appointment. This document serves as my written statement establishing my representative's appointment. I am additionally aware that when I select a union representative, defined as an officially sanctioned union official, as my representative, no fee or gratuity may be charged.

I select the following officially sanctioned union official as my representative:

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix 3:**  
**AFGE Local 725 Grievance Form**

**AFGE Local 725 Grievance Form**

**Name of Grievant (s)**

**Office of Grievant:**

Name of AFGE Representative (If Applicable):

Date :

Nature of Grievance/Alleged Violation:

**Remedy Desired:**

Step 1 Official – Name and Title

Date:

Meeting Request:

YES

NO

Step 2 Official – Name and Title

Date:

Meeting Request:

YES

NO

Step 3 Official – Name and Title

Date:

Meeting Request:

YES

NO

Grievant Signature:

**FOR INTERNAL USE ONLY**

Case Number:

Date Reported:

Remarks: