

CONSOLIDATED MASTER LABOR AGREEMENT



DEFENSE HEALTH AGENCY (DHA)

AND

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES (AFGE)**

Approved by the Department of Defense on February 25, 2025

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PREAMBLE

The following Agreement is entered into between Defense Health Agency (DHA), hereinafter referred to as the “Agency” and American Federation of Government Employees (AFGE), AFL-CIP, hereinafter referred to as the “Union” collectively referred to as the “Parties”. This Agreement will apply only to employees defined in Article I, Recognition and Coverage.

The Parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows:

“... 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 the public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of government.”

Therefore, labor organizations and collective bargaining in the civil service are in the public interest. (5 U.S.C. 71)

INTRODUCTION

ARTICLE 1

RECOGNITION AND COVERAGE

SECTION 1. CERTIFICATION: Certified Units: This Agreement is entered into pursuant to the provisions of 5 U.S.C. Chapter 71 and shall serve as the Labor-Management Agreement (hereinafter "Agreement") between DHA and the Union. This Agreement will cover all professional and non-professional DHA bargaining unit employees, as most recently certified in Case Number WA-RP-24-0011 and any subsequent amendments or certifications. Such groupings automatically come under this Agreement.

SECTION 2. UNION ROLE: As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit.

SECTION 3. CLARIFICATION OF UNIT: When a position changes, and the Parties do not agree over whether the position(s) is/are inside or outside the unit, the Parties are encouraged to utilize the Alternative Dispute Resolution (ADR) process. If still unresolved, either Party may file a Clarification of Unit (CU) petition with the FLRA. Pending the result of the petition, the unit status of the position will not change.

ARTICLE 2

GOVERNING LAWS AND REGULATIONS

SECTION 1. GENERAL: The Agency and the Union shall be governed by all applicable laws of the United States, including those in effect on the effective date of this Agreement and those which are subsequently enacted. They also are, and shall be, governed by all applicable Government-wide regulations in effect at the time that this Agreement is executed. The Agency will not enforce any Government-wide rule or regulation promulgated after the effective date of this Agreement, which is in conflict with the provisions of this Agreement, unless such rule or regulation is properly subject to the provisions of 5 U.S.C. § 7116(a)(7).

SECTION 2. PRECEDENCE OF AGREEMENT: Where existing provisions of Agency regulations are in conflict with this Agreement, the provisions of this Agreement shall govern.

SECTION 3. NEW OR CHANGED RULES OR REGULATIONS:

A. Covered By: Except as may be required by law, new or changed rules or regulations issued after the effective date of this Agreement (including those which are prescribed by higher authority) which are in conflict with working conditions specifically contained in this Agreement may not be made applicable to bargaining unit employees during the term of the Agreement without agreement of both Parties.

B. Impact and Implementation Bargaining: The Agency shall notify the Union of new or changed rules or regulations required by higher authority which are not in conflict with working conditions specifically contained in this Agreement, but which may impact upon working conditions of bargaining unit employees. The Union may bargain over the impact and implementation of such rules or regulations in accordance with this Section.

C. Maintenance of Status Quo: For purposes of this Section, changes in working conditions contained in Agency rules and regulations but not contained in this Agreement may not be implemented unless bargained by the Parties.

D. Memorandum of Understanding/Agreement (MOU/MOA): Any changes to rules or regulations, with respect to working conditions of bargaining unit employees, or amendments to this Agreement which are negotiated and agreed to pursuant to this Article, the Parties will execute the agreement by signing and dating it. It will then be submitted for Agency Head Review (AHR) in accordance with 5 USC§ 7114(c) and if approved, will become effective upon the date of approval by the Agency Head or on the 31ST day after execution if the Agency Head neither approves or disapproves the agreement within 30 days after execution.

ARTICLE 2
GOVERNING LAWS AND REGULATIONS

SECTION 4. COMPELLING NEED: Both parties mutually agree that when the agency has specific responsibilities that require them to maintain a certain level of readiness and adaptability due to a new or emergent situation, then a compelling need may exist. Procedures and standards to determine compelling need will be in accordance with (IAW) 5 USCS 7114. The agency will notify the union in writing, of any operational adjustments that may impact the working conditions of bargaining unit employees. Where the DoD, or the Federal Labor Relations Authority (FLRA), determines that no compelling need for the directive exists, the matter may be negotiated at that time.

EMPLOYEE RIGHTS

ARTICLE 3 EMPLOYEE RIGHTS

SECTION 1. UNION PARTICIPATION: The Agency and the Union agree that each employee in the unit has the right, freely and without fear of penalty or reprisal, to form, join, or assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of such right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, this right includes the right to act for a labor organization in capacity of a Union representative, officer, or steward and to present the views of the labor organization to heads of the Agencies, and other appropriate authorities.

SECTION 2. PRESENTATION OF VIEWS: In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress (in a non-paid, non-duty status), the Executive Branch or other authorities without fear of penalty or reprisal.

SECTION 3. MANAGEMENT NOTIFICATION: The Agency will ensure that management officials are apprised of the rights described in Section 1, and that no action is taken by management to encourage or discourage membership in a labor organization. The Union will assure that employees in the unit are apprised of the rights described in Section 1.

SECTION 4. 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 mismanagement, a waste of funds, an abuse of authority, or a danger to health and safety.

SECTION 5. OFF DUTY ACTIVITIES: Employees have the right to conduct their private lives as they desire; however, should the employee's conduct reflect negatively on the efficiency of the Agency, that behavior may potentially be a concern of the Agency. In performing official duties employee conduct will be guided by the Code of Conduct for Government Employees, 5 CFR 2635.

SECTION 6. ACKNOWLEDGEMENT: Employees will be given a detailed explanation of any document(s) they are required to sign. After an explanation, if the employee does not understand the document, he or she may request a Union representative. If an employee refuses to sign, including for a disciplinary action, no adverse action of any kind will be taken against an employee for their refusal to sign. An employee's refusal to sign will be annotated on the document(s).

ARTICLE 3 EMPLOYEE RIGHTS

SECTION 7. WEINGARTEN RIGHTS:

A. In accordance with 5 USC Section 7114 (a)(2)(B), the Union will be given notification and an opportunity to have a representative present at any examination in connection with an investigation that may result in disciplinary or adverse action, provided that:

- i. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- ii. the employee requests representation.

B. Therefore, when an employee is being questioned by a supervisor and the employee believes the questioning may lead to disciplinary action, the employee may ask for Union representation. Upon such request the meeting will cease, and be rescheduled within the next business day, in order to allow the employee the opportunity to request Union representation.

C. When an employee believes their Weingarten Rights have been violated, the employee should promptly bring that to the attention of the Union or the LMER Division. Allegations of a violation of an employee's rights under subparagraph (a) above shall be promptly investigated by the Agency. The Agency will report to the Union the findings of the investigation. The Union acknowledges that any decision by management concerning the discipline of a supervisor for a Weingarten violation is in the sole discretion of the Agency. If a violation is found, the Agency will notify the Union and consider any recommendations the Union may have to prevent future violations.

SECTION 8. PERSONAL RIGHTS:

A. [BLANK] The Parties did not reach agreement on this provision.

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

C. The Agency will make every reasonable effort to conduct discussions concerning personal matters in private.

ARTICLE 3 EMPLOYEE RIGHTS

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

E. Management may not discipline an employee who refuses to obey an order that is found to be unlawful by an arbitrator or a court of competent jurisdiction.

F. An employee's decision to resign or retire, if eligible, shall be made freely without coercion and in accordance with prevailing regulations. At the employee's request, the Agency will provide retirement planning contact information to bargaining unit employees. The retirement information will be clearly accessible on the DHA SharePoint site under the Resources tab.

G. If an employee is facing termination, the employee may resign, freely and in accordance with prevailing regulations, any time prior to the effective date. Escorts off property in connection with termination will be handled with discretion.

H. An employee may withdraw his or her resignation prior to the effective date, as long as the position is uncommitted or unencumbered.

SECTION 9. SURVEYS AND QUESTIONNAIRES:

A. The Agency will not communicate directly with bargaining unit 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 the 5 USC Chapter 71.

B. Participation in surveys will be voluntary unless the Parties mutually agree in writing to require participation. Employees will be assured that their responses will be confidential, and their anonymity protected, unless the Parties agree otherwise.

C. In order to encourage employee participation in completion of surveys there shall be no reprisal based on the employee's responses or lack thereof.

D. The results of surveys conducted by either Party regarding conditions of employment will be shared unless prohibited by current law and/or regulation. If a third party conducts a survey and the results are distributed to the Agency, the results will be shared with the Union.

ARTICLE 3
EMPLOYEE RIGHTS

SECTION 10. VOLUNTARY ACTIVITIES: An employee shall not be required to contribute money to the Combined Federal Campaign, purchase U.S. Bonds in any bond drive, or donate blood in any organized blood drive. Participation or non-participation will not advantage or disadvantage employees and shall be solely on a voluntary basis.

SCHEDULING PROVISIONS

ARTICLE 4 HOURS OF WORK

SECTION 1. PURPOSE: In recognition of the need to balance employees' legal and contractual rights and interests with the effective and efficient accomplishment of the Agency's mission, and in recognition of the Agency's use of differing appointments and work schedules, the Parties agree to the following definitions and procedures.

SECTION 2. CORE HOURS: Core hours are the designated period of the day when all employees must be at work. The core hours for all DHA Headquarter facilities are 9:00 am (0900) to 2:00 pm (1400) local time, Monday through Friday. Supervisors may establish alternative core hours consistent with specific military treatment facilities and/or operational requirements. This may also include employees who are engaged in patient care. Employees engaged in or support of patient care may have adjusted core hours specific to their individual military treatment facility.

SECTION 3. TOUR OF DUTY: For purposes of this Article, "tour of duty" means the hours of a day and the days of an administrative workweek that normally constitute an employee's regularly scheduled administrative workweek.

SECTION 4. BASIC WORK SCHEDULE:

A. Employees may have a standard schedule, which consists of five (5) 8-hour days, 40-hours a week and 80-hours bi-weekly, Monday through Friday, excluding the prescribed lunch period and two fifteen (15) minute breaks each day. Employees working the basic schedule will be eligible for overtime or compensatory time pursuant to law, rule, and regulation.

B. Holidays: On holidays, an employee is normally excused from work and entitled to basic pay for Eight (8) hours on that day. In the event the President issues an Executive order, or the head of the Agency issues an order granting a "half-day" holiday, full-time employees are normally excused from work during the last half of their "basic work requirement" (i.e., non- overtime hours) on that day.

SECTION 5. MEAL PERIOD AND BREAKS:

A. Meal Period: A lunch or other meal period is an approved period of time in a non-pay and non-work status that interrupts a basic workday or a period of overtime work for the purpose of permitting employees to eat or engage in permitted personal activities. Meal periods will be a minimum of thirty (30) minutes; however, supervisors may authorize up to one (1) hour for a meal period. Meal periods may not be taken at the beginning or end of the workday.

B. Breaks: Employees are authorized one (1) 15-minute break during each half of their scheduled workday. Employees who elect to take equivalent intermittent breaks to smoke during the conduct of their work shall not have other scheduled breaks.

ARTICLE 4 HOURS OF WORK

1. **Scheduling:** Scheduling of breaks will be based on operational needs. Where practical, all employees in a work area will be required to take breaks at a standard time. With prior approval, employees may use independent discretion and take their breaks at appropriate intervals of work.
2. **Nursing Mothers:** The Agency will provide a reasonable amount of break time to express milk as frequently as needed by the nursing mother for up to one year from her infant's birth, as long as the mother continues to express milk, in accordance with OPM Guidance and Department of Labor Regulations.

SECTION 6. WORK SCHEDULES CHANGES: The Agency retains the right to determine the work objectives of any given unit and to disapprove, in writing, any work schedule that does not allow those objectives to be met. Supervisors, with the involvement of their employees, shall develop tours of duty and work schedules that provide for adequate coverage during official duty hours and days of operation that are necessary to accomplish the Agency's mission. Supervisors may adjust work schedules to ensure adequate coverage, accommodate training, and to ensure accomplishment of the mission. All work schedules and changes must be approved in advance by the supervisor prior to the effective date of the work schedule change.

A. Notice of Changes: When operational needs require a change in the employee's permanent schedule, supervisors will provide the employee with written notice of the change at least two (2) pay periods in advance, except where it would be adversely impacting the Agency's mission, costs would be substantially increased, or in other unusual circumstances (e.g. natural disaster).

B. Voluntary Schedule Adjustments: Where applicable and mutually agreeable to all qualified employees affected, employees may trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Agency. All affected supervisors will be notified of the employees' wishes. These trades will generally be approved unless they interfere with the efficient accomplishment of operational requirements. Supervisors shall carefully monitor overtime usage. Employees who desire to change their work schedule should submit a written request, in advance, to their supervisor for consideration. Requests shall:

1. Be made on the DHA "Work Schedule Change Request Form"; and
2. Be submitted at least two (2) pay periods prior to the requested effective date.
3. Requests to change a work schedule will be made no more than two (2) times within each calendar year.

ARTICLE 4 HOURS OF WORK

C. Approval and Denials:

1. Approval: The supervisor will review and respond to the request as soon as possible, but no later than two (2) full pay-periods after the request is made.
2. Effective Date: The date the employee's work schedule change request becomes effective will be consistent with the start of the pay period. Processing requires one (1) pay period's advance notice.
3. Denials: The reason for the denial will be annotated on the "Work Schedule Change Request" Form.

SECTION 7. TEMPORARY DUTY (TDY): When on Temporary Duty (TDY), employees will work the normal duty hours of the installation or organization to which they are TDY, or will work a tour of duty established by their supervisor.

SECTION 8. ALTERNATIVE WORK SCHEDULE (AWS) PROGRAM: The terms, provisions and definitions found in this Article and the accompanying Appendix are intended to be read in conjunction with the Federal Employees Hours of Work Flexible and Compressed Work Schedules Act (the "Act"), 5 U.S.C. § 6120, et seq., and may not be interpreted to conflict with the requirements of the Act.

A. Purpose: The Agency and the Union recognize that the use of AWS and the staggered work schedule has the potential to improve productivity and morale and provide greater service to the public. The AWS program is designed to provide employees with more flexibility in their work lives, the ability to balance work and life responsibilities and to improve employee satisfaction and retention. At the same time, the AWS program is designed to ensure the delivery of a high level of customer service and the accomplishment of the mission.

B. Participation: Participation in the AWS program is voluntary. In addition, the Agency and the Union recognize that not all AWS and the staggered work schedule may be appropriate for certain positions or organizational segments because of the nature of the work performed.

SECTION 9. FLEXIBLE WORK SCHEDULES (FWS): Full-time employees with an eighty (80) hour, biweekly work requirement may determine their own schedule within the limits set by the Agency.

ARTICLE 4 HOURS OF WORK

A. Flexible Hours (also referred to as "flexible time bands"): 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 their times of arrival to and departure from the work site consistent with the duties and requirements of the position. Employee's may "flex-in/flex-out" their tour of duty for up to two (2) hours. For example, if an employee is scheduled to report to work at 7:00 am (0700), the employee may arrive as early as 5:00 am (0500) or as late as 9:00 am (0900) with no additional approval required.

B. Types of Flexible Work Schedules (FWS):

1. Flexitour (AWS 1 - ATAAPS template code): A FWS that allows an employee to select starting and stopping times within flexible hours. The employee adheres to selected starting and stopping times until the Agency provides further opportunities to select different starting and stopping times.
2. Gliding Schedule (AWS 2 - ATAAPS template code): A FWS in which an employee has a basic work requirement of eight (8) hours in each day and forty (40) hours in each week. Employees may select an arrival time each day and may change that arrival time daily as long as it is within the established flexible hours.
3. Maxiflex (AWS 5 - ATAAPS template code): A FWS that contains core hours on fewer than ten (10) workdays in the biweekly pay period and in which an employee has a basic work requirement of 80 hours for the biweekly pay period. The employee may vary the number of hours worked on a given workday or the number of hours each week, within the limits established for the organization.
4. Variable Day Schedule: Variable day schedule is an FWS that contains core hours on each workday in the week. Under the variable day schedule, a full-time employee has a basic work requirement of forty (40) hours in each week of the biweekly pay period. The employee may vary the number of hours worked on a given workday within the week as long as the variation remains within the limits established for the organization.
5. Variable Week Schedule: Variable week schedule is an FWS that contains core hours on each workday in the biweekly pay period. Under the variable week schedule, a full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period. The employee may vary the number of hours worked on a given workday or the number of hours each week, as long as the variation remains within the limits established for the organization.

ARTICLE 4

HOURS OF WORK

C. Credit Hours: Credit hours are hours that an employee elects to work, with supervisory approval, in excess of the employee's basic work requirement. Credit hours may be worked only by employees covered by FWS and must be approved in advance. Credit hours may be applied to another workday, workweek, or biweekly pay period. An employee's right to use earned credit hours is governed by policies established under law, rule, regulation, or policy.

1. Election: Credit hours are worked at the election of the employee consistent with Agency policies Credit hours must be worked within an employee's non-overtime tour of duty.
2. Basic Workweek Requirements: When an employee uses credit hours, such hours are to be counted as a part of the basic work requirement to which they are applied. An employee is entitled to his or her rate of basic pay for credit hours, and credit hours may not be used by an employee to create or increase entitlement to overtime pay.
3. Procedures:
 - a. Credit Hours Earned: Credit hours earned must be requested through the Automated Time Attendance and Production System (ATAAPS) under "Premium Request", Type Hour Code "CD"
 - b. Credit Hours Used: Credit hours used must be requested through the Automated Time Attendance and Production System (ATAAPS) under "Premium Request", Type Hour Code "CN".
4. Limitations:
 - a. Credit Hours Earned: An employee may not earn more than twenty-four (24) credit hours during any biweekly pay period.
 - b. Credit Hours Carried Over: The maximum number of credit hours that may be carried over from a biweekly pay period to a succeeding biweekly pay period is twenty-four (24) hours.

ARTICLE 4 HOURS OF WORK

- c. **Separations or Transfers:** If an employee separates from Federal employment, transfers to another Agency, or is no longer subject to an FWS program, the employee must be paid for accumulated credit hours at their current rate of pay. Payment for accumulated credit hours is limited to a maximum of 24 hours for a full-time employee. An employee may not be compensated for credit hours for any other reason (e.g., excess, unused credit hours that cannot be carried forward into the next pay period). (See 5 U.S.C. 6123(b).)

- 5. **Closures and Early Dismissals:** In the event of an Agency closure or early dismissal before the beginning of an employee's daily tour of duty, an employee may retain credit hours that have not been used to the extent permitted by law and regulation (e.g., full-time employees may not carry over more than 24 credit hours to a new biweekly pay period). If an early dismissal occurs during or after the employee's daily tour of duty, the employee will be charged for credit hours that have already been used.

D. Premium Pay: An employee may not be paid overtime pay, Sunday premium pay, or holiday premium pay for credit hours. Credit hours must always be part of the employee's non-overtime basic work requirement. Sunday premium pay may be paid only when an employee works on Sunday, with the exception of paid leave and excused absence, and then only when permitted by law. Holiday premium pay may be paid only for work on a holiday. See 5 U.S.C. 6121(3) and 5 U.S.C. 5546(a) and (b).

E. Overtime: When used with respect to FWS programs, refers to all hours in excess of eight (8) hours in a day or forty (40) hours in a week that are officially ordered in advance, but does not include credit hours.

F. Holidays: On holidays, a full-time FWS employee is limited to eight (8) hours of basic pay. A part-time FWS employee is entitled to basic pay for the number of hours scheduled for the holiday, not to exceed eight (8) hours. (See 5 U.S.C. 6124.) In the event the President issues an Executive order, or the head of the Agency issues an order granting a "half-day" holiday, full-time FWS employees are entitled to basic pay for the last half of their "basic work requirement" (i.e., non-overtime hours) on that day, not to exceed four (4) hours.

SECTION 10. COMPRESSED WORK SCHEDULES (CWS) (AWS 6 - ATAAPS TEMPLATE CODE): The tour of duty for employees under a CWS program is defined by a fixed schedule CWS that enable full-time employees to complete the basic eighty (80) hour biweekly work requirement in less than ten (10) workdays.

ARTICLE 4 HOURS OF WORK

A. Types of Compressed Work Schedules:

1. 4-10 Schedule: On the 4-10 schedule, employees work ten (10) hours each day for four (4) days each workweek.
2. 5-4/9 Schedule: On the 5-4/9 schedule, employees work nine (9) hours each day for eight (8) days, eight (8) hours for one (1) day, and record one (1) nonworking day each pay period.

B. Credit Hours: Credit hours are not permitted under a CWS.

C. Overtime Hours: Overtime hours refers to any hours in excess of those specified hours for full-time employees that constitute the CWS. For part-time employees, overtime hours are hours in excess of the CWS for a day (but must be more than 8 hours) or, for a week (but must be more than 40 hours).

D. Compensatory Time: An employee on a CWS may request compensatory time off only for the performance of irregular or occasional overtime work.

E. Holidays: On holidays, an employee is normally excused from work and entitled to basic pay for the number of hours of their CWS on that day. In the event the President issues an Executive order, or the head of the Agency issues an order granting a "half-day" holiday, full-time CWS employees are normally excused from work during the last half of their "basic work requirement" (i.e., non-overtime hours) on that day.

SECTION 11. REGULAR DAYS OFF (RDO): Employees may submit a preference for their RDO. Supervisors will consider each employee's preference. An employee on a CWS may occasionally elect to take another RDO within the same period with advance supervisory approval. Where two (2) or more employees request the same RDO and all cannot be spared, the conflict will be resolved on the following basis:

1. Informal Conflict Resolution: When scheduling conflicts occur, an effort should be made to resolve the conflict between the employees involved.
2. Seniority: If informal conflict resolution fails to resolve the scheduling conflict, approval will be settled on the basis of seniority, as measured by Service Computation Date (SCD) for Leave.

SECTION 12. "IN-LIEU OF" HOLIDAYS: All full-time employees, including those on flexible or compressed work schedules, are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. The "in lieu of" holiday is the workday immediately preceding the non-workday on which the holiday fell.

ARTICLE 4 HOURS OF WORK

1. When the holiday falls on a Sunday non-workday (or, for an employee whose basic workweek includes Sunday, a non-workday (if any) designated as the employee's in-lieu-of-Sunday non-workday), the "in lieu of" holiday is the workday immediately following the non-workday.
2. Employees are not entitled to another day off as an "in lieu of" holiday if a Federal office or facility is closed on a holiday because of a weather emergency or when employees are furloughed on a holiday.
3. By mutual agreement between the supervisor and employee, the "in-lieu of" holiday may be either the workday preceding or following the federal holiday as long as it is within the same pay-period.

SECTION 13. [BLANK] The Parties did not reach agreement on this provision.

SECTION 14. MODIFICATIONS, TEMPORARY SUSPENSIONS, AND REVOCATIONS:

A. Modifications: Supervisors may adjust an employee's work schedule/tour of duty to meet mission needs, or for performance or conduct problems. Unless the Agency would be seriously handicapped in carrying out its mission or costs would be substantially increased, the employee will receive notice of the change and the reason for it, at least one (1) pay period in advance of the effective date of the change. In the event of a mission need, notification may be shorter. When possible, management directed changes will indicate the duration of the required change.

B. Temporary Suspensions of Work Section Schedules: Occasions may arise when certain work schedules must be temporarily suspended as a result of unusual workload or operational demands. The Agency shall make a reasonable effort to avoid suspension of an employee's participation in these work schedules. Notices of any temporary suspensions will be provided to the Union before implementation.

1. Individual exceptions to, or personal needs resulting from, a temporarily suspended work schedule will be considered on a case-by-case basis.
2. If the circumstances requiring the suspension of schedule permit, the Agency will provide the employee with advance notice of at least one (1) pay period.
3. If an employee's flexible work arrangement is suspended, it will automatically be restored the next pay period after the reason for the suspension needs has been met.
4. The Agency will limit the suspension to as short a time frame as necessary to meet the workload or operational demands. Such instances shall be infrequent, isolated, and short term.

ARTICLE 4 HOURS OF WORK

5. Decisions on temporary suspensions of any work schedule for any employee will not be arbitrary or capricious and will be based on work requirements.
6. If the Agency believes that the temporary suspension will extend beyond two (2) pay periods, the Agency will notify the Union.

C. Revocations: If the head of the Agency finds that a particular alternative work schedule has had an “adverse Agency impact” as defined in 5 U.S.C. 6131 (b), the Agency will promptly provide notice to the Union of its desire to reopen the Agreement to seek its termination.

1. Upon demand by the Union, the Parties will then negotiate over the Agency’s proposal.
2. If an impasse results, the dispute will go to the Federal Service Impasses Panel (FSIP), which will determine within sixty (60) days whether the Agency’s determination is supported by evidence.
3. Unless the Agency would be seriously handicapped in carrying out its mission or costs would be substantially increased, the alternative work schedule may not be terminated until agreement is reached or the FSIP acts.

SECTION 15. REASONABLE ACCOMMODATIONS: The flexibilities of this Article may be used to address an employee or family member’s permanent or temporary disabilities in accordance with the Agency’s Reasonable Accommodation policy.

SECTION 16. UNIFORM/CLOTHING CHANGE TIME: When a change of uniform or attire is required on site, the Agency has determined that, in support of mission requirements, it will provide fifteen (15) minutes at the beginning and ending of the tour for the employees to change clothes during duty hours. In addition, employees will be allowed a reasonable amount of time to change clothes if their clothing becomes soiled.

SECTION 17. WORK AREA CLEAN UP: The Agency will permit reasonable clean-up time immediately prior to the end of each shift for the purpose of returning tools and cleaning up the work area and machinery as necessary in each work area. No employee shall be required to remain after the end of his or her shift without appropriate compensation for the extended duty hours.

SECTION 18. LOCAL BARGAINING TOPICS: The Union and the Agency may at the local level enter into supplemental agreements regarding Hours of Work. Those Agreements may create local core hours, establish starting and ending times for a facility or workgroup

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HOURS OF WORK

within that facility, or establish additional tours of duty not established through this MOU. Any local supplemental agreement may not conflict with the terms of this agreement.

ARTICLE 5

[BLANK] The Parties did not reach agreement on this provision.

ARTICLE 6 TIME AND ATTENDANCE

SECTION 1. TIME AND ATTENDANCE RECORDS: Employees shall record their official time and attendance in ATAAPS and concur that it is accurate. The immediate supervisor or their designated alternate certifier is responsible for certifying timecards and verifying that time and attendance is complete and accurate for all employees under their supervision. If a discrepancy exists, the employee and supervisor shall meet to resolve the matter.

SECTION 2. TIMECARD ENTRIES:

A. Employee Timecards:

1. Employees will complete their timecards in ATAAPS and shall concur their timecards prior to their supervisor certifying the timecard.
2. Employees shall submit all requests for leave and premium hours to the approving official normally the immediate supervisor (or designated alternate) via ATAAPS. In cases where employees do not have computer access, a request for leave form (OPM-71) will be used.
3. Leave should be requested in advance or as early as practicable.

B. Changes After Timecard Submission: If an employee needs to change a previously submitted entry, the employee should notify the supervisor and then make the appropriate correction in ATAAPS. Supervisors will ensure the timecard is re-certified.

C. Hours of Work: Matters related to schedules or duty hours will be addressed in accordance with the Hours of Work article.

SECTION 4. REPORTING PROCEDURES: The Parties mutually agree to ensure a productive work environment that employees and management must establish a system of employee self-responsibility and accountability. Reporting procedures determined by the supervisor will be:

1. Communicated and issued in writing to the employee.
2. Mutually beneficial to both employee and the Agency.
3. Changes in reporting procedures will be in accordance with Section 5 of this article, Union notification.

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TIME AND ATTENDANCE

4. In concurrence with the first line supervisor, employees are responsible for updating their ATAAPS outside of regular work hours to accommodate compensatory or overtime work. When inputting a new premium request in ATAAPS, employees should ensure to include a comprehensive justification in the specified field. The immediate supervisor or their designated alternate certifier is responsible for final approval
5. Telework or Remote: Employees must appropriately code their telework status in ATAAPS. Normally, the same premium pay rules will apply to employees who telework same as those employees who report into the Agency worksite.

SECTION 5. UNION NOTIFICATION: The Agency will inform the Union prior to implementing any permanent changes, and bargain to the extent required by this agreement and applicable laws.

ARTICLE 7 TARDINESS

SECTION 1. EMPLOYEES' RESPONSIBILITY: All employees are responsible for reporting to work promptly at the beginning of their assigned work shifts. Employees must make every reasonable effort to be at their assigned areas and ready for work at their specified start time. If an employee is unable to report at the beginning of his or her scheduled start time, he or she must notify his or her supervisor as soon as possible via telephone, text, email, or in person upon arrival to their work location.

SECTION 2. EXCUSED TARDINESS: An employee's supervisor may excuse, without charge to annual leave, infrequent or unavoidable absence from duty of less than one (1) hour, including tardiness, if the absence is the result of circumstances beyond the control of the employee. If leave is charged, it will be in increments of fifteen (15) minutes. Unavoidable absence or tardiness of one (1) hour or more will be charged to annual leave, except as provided in Section D below.

SECTION 3. SUPERVISOR RESPONSIBILITY: Immediate supervisors are responsible, on a case-by-case basis, for addressing the tardiness of employees who they supervise in a fair and equitable manner.

SECTION 4. EXCUSAL: Subject to supervisory discretion, tardiness may be handled in one of the following manners

1. The supervisor may allow the employee to compensate for the absence by additional work of an equivalent period, if the tardiness is a rare occasion for the employee and when such work is available; or
2. The absence may be charged against any compensatory time to employee's credit; or
3. The supervisor may approve the employee's request for the use of sick leave, if applicable, or Leave Without Pay (LWOP) for the period of absence; or
4. The employee's supervisor may decline to excuse the tardiness and charge the employee with Absent Without Leave (AWOL).
5. Tardiness where the excuse of the employee is not acceptable to the supervisor the period of tardiness may be treated as AWOL and appropriate disciplinary action may be taken.

ARTICLE 8 HOLIDAYS

SECTION 1. FEDERAL OBSERVED HOLIDAYS: Federal law (5 U.S.C. 6103) establishes the public holidays listed in these pages for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a nonwork day -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

1. **New Year's Day** - January 1;
2. **Martin Luther King Jr.'s Birthday** - 3rd Monday in January;
3. **Washington's Birthday (Presidents' Day)** - 3rd Monday in February;
4. **Memorial Day** - Last Monday in May;
5. **Juneteenth National Independence Day** - June 19;
6. **Independence Day** - July 4th;
7. **Labor Day** - 1st Monday in September;
8. **Columbus Day (Indigenous Peoples' Day)** - 2nd Monday in October;
9. **Veterans Day** - November 11th;
10. **Thanksgiving Day** - 4th Thursday in November;
11. **Christmas Day** - December 25th;
12. **Inauguration Day** - 5 U.S.C 6103 (c) specifies the legal public holidays for federal employees. These holidays include Inauguration Day every fourth year after 1965. Federal employees in the Washington, D.C. area are entitled to a holiday on the day a President is inaugurated.
13. Any other day designated as a holiday by Federal Statute or Executive Order.

SECTION 2. "IN LIEU OF" HOLIDAY OBSERVANCE: All full-time employees, including those on a flexible or compressed work schedule, are entitled to an "in lieu of" holiday when a holiday falls on the employees' non-workday in accordance with Hours of Work Article.

ARTICLE 8 HOLIDAYS

SECTION 3. RELIGIOUS OBERVANCES: Subject to the Agency's mission requirements the Agency may grant annual leave, LWOP, or compensatory time off for religious observances. Employees may request an adjustment of their work schedule in accordance with the Leave Article.

A. Compensatory Time:

1. When the employee requests and the Agency grants compensatory time off for religious observance, in each instance the Agency will afford the employee the opportunity to earn such compensatory time-off hours; Supervisors may contact the DHA Office of Equal Employment and Resolution Management (OEERM) for further guidance.
2. An employee may work compensatory time-off for religious observances before or after taking such compensatory time-off on an hour-for-hour basis. A grant of advance compensatory time-off for religious observances will be repaid by the appropriate amount of compensatory time worked within three (3) pay periods or such time will be charged to annual leave.
3. If advanced compensatory time off is granted for a religious observance, the employee will be scheduled for the time to be worked to repay the compensatory time when the request is granted.
4. Compensatory time worked to repay time-off for religious observance is not subject to premium pay provisions applicable to overtime hours.

B. Religious Leave Procedures: Where an employee is granted leave for religious observance, the employee may perform compensatory overtime work before or after the compensatory time off, pursuant to 5 CFR 550.1006.

C. Premium Pay Excluded:

1. The premium pay provisions for overtime work do not apply to compensatory overtime work performed under this section.
2. Please refer to Hours of Work Article regarding premium pay eligibility:

ARTICLE 8 HOLIDAYS

SECTION 4. OTHER PROVISIONS:

A. Alternate Work Schedules (AWS): Employees on Compressed Work Schedule (CWS) of any length will be paid holiday leave in the number of hours the employee would normally be scheduled to work on the observed holiday. Full-time Flexible Work Schedule (FWS) employees are limited to eight (8) hours of basic pay.

B. Part-Time Employees: In accordance with 5 USC 6103(b), part-time employees who are scheduled to work on a legal public holiday will be paid for that holiday.

1. **Non-Duty Day:** Part-Time employees who are not scheduled to work on a legal public holiday will not be entitled to holiday pay.
2. **In-Lieu of:** If, due to an "in lieu of" holiday for full-time employees, work is not available for a part-time employee, the following options shall be available:
 - a. **Administrative Leave:** Administrative leave, if approved by the Agency, on a holiday-by-holiday basis;
 - b. **Annual Leave:** Annual leave, accrued compensatory time, leave without pay, or time off award;
 - c. **Rescheduling:** Rescheduling of hours within the same pay period to recapture hours otherwise lost;
 - d. **Combination of Options:** A combination of the above.

C. Basic Workweek: The occurrence of holidays shall not affect the designation of the basic workweek.

D. Premium Pay: Holidays and premium pay for flexible schedules will be consistent with law.

E. Holiday Related Absences: When the Agency is made aware that an excused absence has been granted Agency-wide before Federal holidays (e.g., at Christmas and New Year's), the Union and employees will be informed as soon as possible.

ARTICLE 8 HOLIDAYS

SECTION 5. OFFICIAL TIME FUNCTIONS:

A. Federal Holidays: Federal holidays will not impact the amount of official time allotted to Union officials.

B. Alternate Official Time Day on Holidays: If a federal holiday occurs on a day normally designated for official time and the Union officer is in a duty status on that day, then an alternate day for official time shall be arranged with the supervisor.

ARTICLE 9 LEAVE

SECTION 1. GENERAL:

- A.** Employees will not be denied leave based solely on their leave balance.
- B.** No arbitrary or capricious restraints will be established to restrict when leave may be requested.
- C.** Employees should request, in advance, approval of anticipated leave.
- D.** Leave will only be denied 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 or misrepresented the reasons for the absence.

SECTION 2. ANNUAL LEAVE:

A. Right to Annual Leave: Employees accrue and have a right to use annual leave in accordance with applicable laws and regulations. The use of annual leave is a right of the employee, subject to the right of the Agency to approve when leave may be taken.

B. Planned Leave Procedures:

1. **Application:** Employees will apply in advance for approval of anticipated leave. Leave requests, approval or denial will be made electronically using ATAAPS, when available, or the written OPM-71 or the successor to either the electronic system or written form if either has been replaced. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR 630.405.
2. **Time Increments:** Employees may utilize annual leave in 15-minute increments. Annual leave may not be charged in increments of less than 15 minutes.

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3. **Consecutive Weeks:** Annual leave will be granted, subject to mission requirements, a manner which permits each employee who wishes to take at least two (2) consecutive weeks of annual leave each year. If workload permits, employees may request, and supervisors may approve periods of annual leave that exceed two (2) consecutive weeks. If the request is denied, the reasons must be annotated on the ATAAPS/OPM-71. Upon denial, at the employee's request, the employee and supervisor will meet to discuss alternate dates when leave may be rescheduled. The times at which such rescheduled leave is used must be with concurrence of the employee and the supervisor.
4. **Timeliness of Approval:** Employees will be informed of whether their requests for leave have been approved in a timely manner:
 - a. For leave requests made to begin the following duty day, the response will be made as soon as possible, but no later than the end of the employee's tour of duty.
 - b. For leave requests made to begin less than seven (7) days in the future, the response will be normally provided within 48 hours (or two working days) after submission of the request, but in any event, no later than before the start date.
 - c. For leave requests that begin more than seven (7) days in the future, the response will be made no later than seven (7) calendar days after the request.
5. **Cancellations:** The Agency retains the right to cancel previously approved leave requests when it is determined that that an employee's presence on duty is required to support mission requirements. Such cancellation will be accompanied with written explanation to the employee detailing the specific mission requirements used in making the decision to cancel the employee's leave.
6. **Detailed Employees:** All leave previously requested and approved in the Automated Time and Attendance Production System (ATAAPS) will be transferred with the employee. Employees must communicate all leave that was previously approved with new supervisor in advance and the supervisor will notify the employee if mission requirements preclude the leave.

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7. **Preservation of Work Schedule:** When an employee requests annual leave in conjunction with scheduled days off at the beginning and/or end of the leave period, the supervisor will not change the employee's days off except where necessary to meet valid operational needs.

SECTION 3. PROJECTED LEAVE:

A. Leave Planning: Employees are required to submit leave requests using ATAAPS/OPM Form 71, Request for Leave or Approved Absence. Supervisors will expeditiously inform employees of their approval/disapproval of annual leave requests. Supervisors will make reasonable efforts to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee forfeits leave at the end of the calendar year. However, it is agreed that it is the employee's responsibility to request use or lose leave in a timely manner in order to preclude end of the year forfeiture.

B. Approval: Supervisors will review the requests and inform each employee of their tentative decision regarding the projected annual leave plans. Supervisors will make reasonable efforts to accommodate employees' vacation desires consistent with workload and staffing needs. All approvals will be provided in writing either through electronic approval or a copy of a written approval.

C. Conflicts: Where two or more qualified employees request the same period of annual leave and all cannot be spared, the conflict will be resolved on the following basis:

1. **Informal Conflict Resolution:** When scheduling conflicts occur, an effort should be made to resolve the conflict between the employees involved.
2. **Seniority:** Any conflict will be resolved on a first-come, first-served basis. Otherwise, such as where requests are received the same day, approval will be settled on the basis of seniority, as measured by Service Computation Date (SCD).

SECTION 4. UNPLANNED LEAVE:

A. No Presumption of Approval: Unplanned leave is subject to approval of the supervisor. When emergencies or unforeseen circumstances arise requiring the use of annual leave that has not been approved in advance, the approval of annual leave cannot be presumed by the employee.

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B. Notification Process: The supervisor will provide a method of notification to subordinate employees that clearly sets forth the procedures for requesting unscheduled leave (i.e. phone call, voice mail, text message, email, etc.); designating in writing an alternate official who can receive and approve employees unscheduled leave requests in the absence of the immediate supervisor; and the procedure to follow if neither the supervisor or alternate is available. The following procedures shall apply:

1. Employees must leave their return contact preference (i.e. phone call, voice mail, text message, email, etc.) for the approving official; and
2. Employees will request as soon as possible, but not later than one (1) hour before the beginning of the employee's scheduled tour of duty, unscheduled or emergency leave, unless the emergency occurs during the employee's duty hours.

C. Employee Responsibility: It is understood that merely calling in and requesting leave does not automatically mean an employee's request for unscheduled or emergency leave is approved. It is further understood that it is the employee's responsibility to ensure that they speak with a responsible management official in their supervisory chain to ensure that leave approval has been obtained.

D. Denial: If the leave cannot be granted, the supervisor will notify the employee as soon as possible, but no later than within two (2) hours of the employee's request, that it cannot be granted or upon the employees return to duty.

1. Approval of unscheduled or emergency leave is at the discretion of the supervisor; therefore, the employee will explain the general nature of the emergency and requested duration of the absence. The supervisor will make a determination on whether or not leave should be granted and also approve the duration of the leave. If the absence exceeds the original approved duration, the employee will call their supervisor to obtain approval for any continued absence.

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2. If the supervisor determines the reason for the unscheduled leave request is not bona fide or compelling enough to warrant absence from work and the employee's services are required, the request for leave can be denied. If the request is denied, or the employee does not receive a response within two (2) hours, the employee will be given a reasonable amount of time to report to work, depending on the distance to the work site and any other appropriate circumstances. The time missed from the employee's duty day will normally be charged to leave; however, the parties agree that management has the right to grant or deny leave based on the circumstances of a given situation.

SECTION 5. ADVANCED ANNUAL LEAVE: Advanced annual leave shall be granted only in accordance with applicable regulations.

SECTION 6. LEAVE FOR UNION REPRESENTATIVES: Subject to mission requirements, a Union representative will be granted annual leave or Leave without Pay ("LWOP") to attend internal Union functions which are not covered by the Official Time. Normally, the representative will provide written notice of the request to attend such function as soon as possible but no later than fifteen (15) calendar days in advance of the start of the function.

SECTION 7. ACCRUAL AND USE OF SICK LEAVE:

A. Accrual: Employees will earn and accrue sick leave in accordance with applicable law and regulations.

B. Request for Sick Leave: Employees may utilize sick leave in 15-minute increments. Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences. Employees will apply in advance for approval of anticipated leave. Leave requests, approvals or denials will be made electronically using ATAAPS, when available, or the written OPM-71. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner. If the employee complies with the Agency's notification and medical evidence/certification requirements, the Agency must grant sick leave.

C. Use of Sick Leave: An employee is entitled to use sick leave when they:

1. Receive medical, dental, or optical examination or treatment; or

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2. Is incapacitated for the performance of their duties by physical or mental illness, injury, pregnancy, or childbirth; or
3. Provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, optical examination or treatment; or
4. Provide care for a family member with a serious health condition; or
5. Make arrangements necessitated by the death of a family member or attends the funeral of a family member; or
6. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease; or
7. Must be absent from duty for purposes relating to their 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; or
8. When the employee is disabled and depends on an aid or device, e.g., wheelchair, seeing eye dog or prosthetic device, to perform his/her duties, and the employee is without that aid or device; or
9. Leave is needed for occupational rehabilitation training or therapy; or
10. Any other reason set forth in 5 CFR Part 630 and any applicable Executive Order, law or regulation establishing that reason as a basis for use of sick leave.

D. Exposure to Communicable Disease: The Merit Systems Protection Board (MSPB) and the courts have determined that placing an employee on sick leave against their will is tantamount to a suspension. Therefore, an employee who reports for duty and is ordered to return home may (1) be continued into duty status for the remainder of that day. (2) if required to take leave may choose the type of leave to be used. The Agency will not place an employee on enforced sick leave without following the procedures contained in the Disciplinary and Adverse Action agreement.

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E. Scheduling:

1. **Planned Sick Leave:** Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments as soon in advance as practicable and should request sick leave in advance for such appointments. Employees have the responsibility to notify their supervisor of their need for unplanned or unscheduled sick leave.
2. **Unplanned Sick Leave:** Employees will request unscheduled sick leave as soon as possible, before the beginning of the employee's scheduled tour of duty, unless the need for sick leave occurs during the employee's normal duty hours. In those rare situations in which an employee is medically unable to notify the Agency of the unanticipated absence and/or request for sick leave, a responsible adult may notify the Agency and/or make the request for sick leave on the employee's behalf.
3. **Notification Process:** The supervisor will provide a method of notification to employees that clearly sets forth the procedures for requesting unscheduled sick leave (i.e. phone call, voice mail, text message, email, etc.); designating in writing an alternate official who can receive and approve employees unscheduled sick leave requests in the absence of the immediate supervisor; and the procedure to follow if neither the supervisor or alternate is available. Employees must leave their return contact preference (i.e. phone call, voice mail, text message, email, etc.) for the approving official.

F. Medical Evidence:

1. **Self-Certification:** For periods of up to three (3) consecutive days, the Agency may consider an employee's self-certification as to the reason for their absence as administratively acceptable evidence. A supervisor may consider an employee's self-certification as to the reason for their absence as administratively acceptable evidence, regardless of the duration of the absence.

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2. Requirement for Documentation: For an absence in excess of three (3) workdays, or for a lesser period when determined necessary, the Agency may require a medical certificate or other acceptable evidence as to the reason for an absence for any of the purposes as described in 5 CFR 630.403(a). The supervisor must notify the employee if there is to be a requirement to provide medical documentation at the time of the sick leave request. The requirements for employees to provide administratively acceptable evidence to support sick leave absences to the Agency will be governed by applicable law and regulation. The Agency may require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any absence in excess of three (3) days or for a lesser period when the Agency determines it is necessary, including but not limited to when an employee is under a leave restriction or if a supervisor has reason to believe the employee is abusing/misusing sick leave privileges.
3. Acceptable Documentation: At a minimum, medically acceptable documentation to support a sick leave absence must:
 - a. Be on letterhead or other official documentation signed (either electronically or in hard copy) by an appropriate medical practitioner;
 - b. State when the employee was seen and whether or not the employee is incapacitated for duty;
 - c. Provide the date the employee is expected to return to duty;
 - d. The handling of all medical documentation will be subject to all laws, rules, and regulations

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4. Timelines: When medical documentation is requested, an employee should normally provide the administratively acceptable evidence or medical certification within 15 calendar days after the date the supervisor requests such certification, but no later than 30 calendar days after the date the supervisor requests such documentation. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within the timeline, despite the employee's diligent, good faith efforts, the employee must provide the evidence of medical certification within a reasonable time under the specific circumstances involved. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave. Employees will be carried in an absent without leave (AWOL) status until acceptable documentation is provided, after which the AWOL status will be converted to sick leave or other approved leave.
5. Chronic Medical Conditions: Employees with a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification of the chronic condition, shall not be required to furnish a medical certificate to substantiate sick leave for subsequent occurrences of the same condition. However, the Agency may periodically require further medical certification to substantiate that the condition still exists.

G. Sick Leave Abuse:

1. Letter of Leave Restriction: If reasonable grounds exist for questioning an employee's use of sick leave, the employee may be placed on a letter leave restriction. The notification will be in writing and inform the employee that no request for sick leave, or other leave in lieu of sick leave, will be approved for a stated period, not to exceed six (6) months, unless supported by acceptable medical documentation (see 3C Acceptable Documentation, above).

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2. Presenting Documentation: If there is reason to believe that an employee has abused sick leave, the supervisor can require the employee to provide medical documentation signed by the appropriate medical official for the period of time of absence of sick leave. The employee will be notified in advance of this requirement. Although not required, the parties agree that the best practice is for employees suspected of abusing sick leave to normally be counseled on their attendance related deficiencies at least once prior to being placed on leave restriction. Any requirements regarding documentation of sick leave will be clearly and specifically stated in the leave restriction letter.

H. Advanced Sick Leave:

1. Purpose: Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed 240 hours (30 days). A maximum of 240 hours of sick leave for any purpose for which sick leave is authorized above may be advanced to an employee. Requests for Advanced Sick Leave will be submitted through the Automated Time Attendance and Production System (ATAAPS) or the OPM Form-71.
2. Conditions: Requests for advanced sick leave may be granted in accordance with governing regulations when all of the following conditions are met:
 - a. The employee is eligible to earn sick leave;
 - b. The employee's request does not exceed 240 hours (or for temporary employees, the amount of hours to be earned during the period of temporary employment);
 - c. There is no reason to believe the employee will not return to work after having used the leave, and the employee has sufficient funds in their retirement account or any other source of monies owed to the employee by the government to reimburse the Agency for the advance, should the employee not return to work;
 - d. The employee has provided acceptable medical documentation of the need for advanced sick leave; and

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- e. The employee is not subject to leave restriction.
- 3. Inter-Agency Transfers: When an employee who is indebted for advanced sick leave transfers to another Federal Agency without a break in service, any negative sick leave balance shall be transferred to the employee's new Agency.
- 4. Repayment: An employee who is indebted for advanced sick leave and separates from Federal service is required to refund the amount of advanced sick leave. However, if the employee dies, retires for disability, or is separated or resigns because of disability (as determined by the Agency), the requirement to repay does not apply.
- 5. Entry to Active-Duty Service: An employee who enters active military service with a right to restoration will not be considered as having separated and will not be required to refund the amount of advanced sick leave when entering military service. The Agency will treat as confidential any medical information provided by an employee to any agent or representative of the Agency in support of a request for sick leave.
- 6. Liquidation of Advanced Sick Leave: If an employee is a participant in the Agency's voluntary leave transfer program, advanced sick leave may be liquidated by substituting donated annual leave for sick leave that was advanced on or after the date of the medical emergency.

I. Privacy: The Agency may disclose such information subject to the Privacy Act of 1974 (5 USC 552a), 5 CFR 339, and 45 U.S.C. § 300 et seq. only for purposes of making informed management decisions and only to individuals who have a need to know. A need to know does not extend to secretarial or administrative staff.

J. Sick Leave for Family Purposes:

- 1. Family and Medical Leave Act: Employees are entitled to a total of 12 administrative workweeks of unpaid Family Medical Leave during any 12 month period for (a) birth of a son or daughter and care of the newborn; (b) the placement of a son or daughter with the employee for adoption or foster care; (c) the care of a spouse, son or daughter or parent with a serious health condition; or (d) a serious health condition

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of the employee that makes the employee unable to perform the duties of their position.

2. Paid Parental Leave (PPL): This leave will be provided to new parents, including grants of annual leave, sick leave, and leave without pay to the maximum extent allowable by law and government-wide regulation.

SECTION 8. FAMILY MEDICAL LEAVE ACT:

A. Administration: The Agency will administer leave requests made pursuant to the Family and Medical Leave Act of 1993 (FMLA) in accordance with 5 U.S.C. §§ 6381-6387 and 5 C.F.R. Part 630, subpart L.

B. Eligibility: To be eligible for coverage under the FMLA, an employee must have completed at least twelve (12) months of civilian service with the Federal government.

C. Entitlement: Eligible employees will be entitled to a total of twelve (12) administrative work weeks of unpaid leave (leave without pay) during any 12-month period. An employee may elect to substitute any accrued annual or sick leave for the covered period (consistent with existing sick leave regulations).

D. Grounds for Leave: An eligible employee may take FMLA leave for the following reasons:

1. Birth of a son or daughter and care of newborn (within one (1) year after birth);
2. Care of spouse, son, daughter, or parent with a serious health condition;
3. Placement of a son or daughter with employee for adoption or foster care (within one (1) year after placement); or
4. Serious health condition of employee that makes employee unable to perform the essential duties of the employee's position.
5. Any other grounds established at law, rule, or regulation.

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E. Injured Military Member: A Federal employee, who (1) is the spouse, son, daughter, parent, or next of kin (defined as the nearest blood relative) of a covered service member with a serious injury or illness and (2) provides care for such service member, is entitled to up to 26 weeks of FMLA leave during a single 12-month period to care for the service member. However, the serious illness or injury must have been incurred by the covered service member in the line of duty while on active duty in the Armed Forces.

F. Continuation of Employment and Benefits: An employee who takes FMLA leave is entitled to be restored to the same position with equivalent benefits, pay status, and other terms and conditions of employment. The leave will not result in the loss of any employment benefit accrued before the leave began. If the employee uses leave without pay, he or she may elect to continue Federal Employee Health Benefits (FEHB) coverage and make arrangements to pay the employee contribution.

G. Requirements: Eligible employees will normally provide at least thirty (30) days notice of the need for FMLA leave, as practicable, by submitting an application (DOL Form WH-380) for FMLA leave to the Agency.

SECTION 9. EXCUSED ABSENCE:

A. Definition: An excused absence is an absence from duty administratively authorized by supervisors without loss of pay and without charge to leave. Excused absence under the following conditions is coded as Administrative Leave.

B. Eligibility for Excused Absence: With the exception of emergency conditions, an employee must be in duty status at the beginning and/or end of a period of excused absence in order to receive benefit of the excused time. If operational requirements preclude an employee from receiving the full amount of excused absence authorized in this Section for a specific purpose, the remaining time is not available for future use by the employee.

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C. Voting:

1. Time Off to Vote: The Agency has determined that, if it does not interfere with mission requirements, the employee will be authorized, upon request, an amount of excused absence that will permit them to report for work up to four (4) hours after the polls open or leave work up to four (4) hours before the polls close, whichever requires the lesser amount of time off.
2. Poll-Worker or Non-Partisan Observer: Employees may also use up to 4 hours of administrative leave per leave year to serve as a non-partisan poll worker or to participate in non-partisan observer activities. A “leave year” begins on the first day of the first pay period commencing on or after January 1 of the given year and ends on the day before the first day of the next leave year. This leave is in addition to any administrative leave an employee uses to vote.
3. Donating Blood: The Agency has determined that, if it does not interfere with mission requirements, employees who donate blood to the Red Cross or other recognized Blood Banks, which the Agency sponsored, will be excused from duty upon request, for a period of not more than four (4) hours, including travel, and any necessary recovery time following the donation. The Agency has determined that, if it does not interfere with mission requirements, additional excused absence will be granted, upon request, to employees who donate of other blood products (such as platelets) through an Agency Program, consistent with mission requirement.

E. Bone Marrow and Organ/Tissue Transplant:

1. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. Employees may use up to seven (7) days of paid leave each calendar year to serve as a bone marrow donor. An employee may also use up to thirty (30) days of paid leave each calendar year to serve to serve as an organ/tissue donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.
2. For longer periods of incapacitation, employees may use sick leave, annual leave, advanced annual or sick leave, Voluntary Leave Transfer Program (VLTP) and LWOP under the Family Medical Leave Act (FMLA) may be used if the condition meets the requirements of these programs.

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F. Preventative Medical Program Participation: Employees may be excused from duty to attend Agency-sponsored preventive medical programs offering health education, physical examinations, or immunizations.

G. Workplace Closures: Whenever the workplace is closed or otherwise not operational due to a declared OPM emergency or pandemic situation, workplace circumstances, or inclement weather, non-emergency employees may be granted administrative leave for the duration of the closure in accordance with OPM Governmentwide Dismissal and Closure Procedures and local Agency policy.

1. Facility Closure: Employees who are prevented from reporting to work due to the closure of all or part of a facility should be granted authorized absence in accordance with OPM guidance and/or government-wide regulations. The Agency will annually communicate these procedures to employees.
2. Hazardous Conditions: When hazardous conditions (e.g. extreme weather conditions, serious interruptions in public transportation, earthquake, and disasters such as flood, fire, or other natural phenomena) arise, the Agency will determine whether all or part of the Agency facilities should be closed or should be open as usual. If the Agency decides to close all or part of their facilities during periods the facilities would otherwise be open, the Agency will notify employees whether liberal leave or authorized absence will be granted.
3. Leave Transfer Program: In accordance with government-wide regulations, the Agency will fully implement the provisions of any approved program designed to provide inter-Agency leave donation for employees affected by natural disasters.
4. Union Notification: The Union shall be informed by the appropriate Agency official at the time the facility declares hazardous weather/emergency conditions.
5. Facilities under emergency conditions should provide access to both meals and accommodations, if safe and available, for employees who are required to remain at the facility during non-duty time, to the extent permitted by law.

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H. Excused Absence for Employees Returning from Active Military Duty: Federal civilian employees who are called to active duty in support of the Overseas Contingency Operations (OCO) (formerly the Global War on Terrorism) are entitled to five (5) days of excused absence upon their return from active duty. The intent of this entitlement, which was granted through Presidential Memorandum, is to provide five (5) days of paid time off (excused absence) to employees returning to Federal civilian service from active duty to aid in their readjustment to civilian life. Employees and supervisors who require additional information should contact LMER. Employees may request Union representation for these situations.

I. Veterans Participating in Military Funeral Ceremonies: Employees who are veterans may be granted administrative leave not to exceed four (4) contiguous hours in any workday to enable them to participate as active pallbearers or as members of firing squads or guards of honor in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States, subject to applicable law and regulation.

1. Supervisors may also excuse absences up to four hours for veterans, for the purpose of participating as active pallbearers or as members of firing squads or guards of honor, in funerals of active-duty military not covered above or for such participation in funerals of veterans.
2. Upon request and workload permitting, annual leave/ leave without pay may be approved in conjunction with the administrative leave for the remainder of the workday.

J. Emergency Rescue or Protective Work: Employees who are members of the Civil Air Patrol or other similar organizations, whose services can be excused, may be granted excused absence for up to three (3) days to participate in emergency rescue or protective work during an emergency such as fire, flood, or search operations. When an employee has requested and received approval for excused absence in excess of one day for such activities, the employee shall provide to the leave-approving official a statement signed by a responsible official of the local emergency organization certifying the employee's attendance throughout the period of excused absence. This provision does not cover employees who respond to emergencies in National Guard/Reserve status.

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SECTION 10. COURT LEAVE:

A. Definition: Employees are authorized court leave with pay when summoned to serve as a juror, or when summoned as a witness in a non-official capacity on behalf of any party in connection with any judicial proceeding in which the United States, the District of Columbia, or a State or local Government is a party. If testifying in an official capacity, this is considered duty time and not court leave.

B. Administration: The Agency will provide employees with court leave, and employees will provide documentation to the Agency, in accordance with 5 U.S.C. §§ 5515, 5537, and 6322; and other applicable statutes, regulations, and policies.

C. Pay Status Requirement: The Agency will grant court leave only for days within the employee's regularly scheduled tour of duty when he or she otherwise would be in a duty or pay status.

D. Leave Period: The leave will start on the date on which the employee must report to the court, as identified in the summons, and will run until the date on which the court discharges the employee from service. It does not include:

1. time during which the employee is excused or discharged by the court for an indefinite period subject to recall by the court; or
2. time during which the employee is excused or discharged for one (1) or more days or for a substantial part of a day (more than five [5] hours).

E. Adjustment of Schedule: An employee who is normally assigned to a work schedule adjustment that conflicts with a requirement to appear in court, whether on jury duty or as a witness during the day, will be granted an adjustment in their regular schedule in order to coincide with the court day(s). In the alternative, the employee may request court leave for the employee's regularly scheduled tour of duty, to allow for sufficient rest to perform their court duties. In such cases, the employee will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

F. [BLANK] The Parties did not reach agreement on this provision.

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G. Expense Money: Employees may keep any court-provided expense money received for mileage, parking, or required overnight stay, to the extent consistent with law.

SECTION 11. MILITARY LEAVE:

A. Administration: The Agency will grant military leave to eligible employees in accordance with 5 U.S.C. § 5519, 5 U.S.C. § 6323, Public Law 106- 554 (December 21, 2000), Public Law 108-136 (November 24, 2003), and other applicable statutes, regulations and policies.

B. Eligibility: A full-time employee who is a reservist of the Armed Forces or a member of the National Guard is entitled to military leave for active duty or for training, in accordance with applicable statutes, regulations, and policies.

C. Pay Status Requirement: The Agency will grant military leave only for days within the employee's regularly scheduled tour of duty when he or she otherwise would be in a duty or pay status.

D. Guard/Reserve Duty: The Agency will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC§ 4301, et al, which applies to employees who perform duty, voluntarily or involuntarily, in the uniformed services, including the Army, Air Force, Navy, Marine Corps, Coast Guard, Public Health Service, or other 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.

E. Reintegration: Service members returning from a period of service in the uniformed services must be reemployed by the "pre-service" employer if they meet all four (4) eligibility criteria as set forth in USERRA in accordance with government regulations.

1. the person must have held a civilian job;
2. the person must have given notice to the Agency 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;

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3. the period of service must not have exceeded five (5) years;
4. the person must not have been released from service under less than honorable or other punitive conditions; and the person must have reported back to the civilian job in a timely manner based on OPM guidelines.

F. National Guard or Reservists Called to Active Duty: Employees who are called to active duty in support of the ongoing national emergency are entitled to military leave under two separate provisions, 5 U.S.C. 6323(a) and 5 U.S.C. 6323(b).

1. U.S.C. 6323(a). A Federal employee who is a member of the National Guard or Reserves is entitled to 15 days (120 hours) of paid military leave under 5 U.S.C. 6323(a) each fiscal year for active duty, active-duty training, or inactive duty training. An employee on military leave under section 6323(a) receives their full civilian salary, as well as military pay. This leave accrues at the beginning of each fiscal year, and all Guard or Reserve members, including those on extended active duty, should be credited with 15 days of paid military leave on October 1 of each year. An Agency may charge military leave under 6323 (a) only for hours the employee otherwise would have worked. An employee no longer "loses leave" on weekends and other non- workdays and will be paid their full civilian pay for all 120 hours.
2. 5. U.S.C. 6323(b). Employees who perform full-time military service as a result of a call or order to active duty in support of a contingency operation as defined in section 101(a)(13) of title 10, United States Code, are entitled to 22 days of military leave under 5 U.S.C. 6323(6). Under this provision the employee is entitled to the greater of his military or civilian pay. Employees also are entitled to use any accrued or accumulated annual leave for periods of active military duty. Employees using annual leave will receive their full civilian pay, as well as compensation for their military service.

SECTION 12. LEAVE WITHOUT PAY:

A. Definition: Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty authorized by the Agency.

B. Entitlements: An employee is entitled to LWOP in the following circumstances:

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1. **Medical Treatment for Disabled Veterans:** Disabled veterans are entitled to LWOP for medical treatment, examinations, and absences from duty in connection with their disability after presenting an official statement from a medical authority that such treatment is required. An employee must give prior notice of the period during which the employee's absence for treatment will occur.
2. **Military Duty:** Full time employees who are Military Reservists or National Guardsmen are entitled to LWOP for the time periods during which they are required to perform active duty or training if they have exhausted their military leave or are not entitled to military leave, in accordance with applicable laws and policy.
3. **FMLA:** Eligible employees are entitled to LWOP for certain family and medical needs covered by the FMLA.
4. **Worker's Compensation:** Employees are entitled to LWOP for the period during which they are receiving worker's compensation payments from the U.S. Department of Labor.

C. LWOP to Serve in Certain Union Offices: An employee may be granted LWOP to engage in Union Activities on the national, district, or local level to work in programs sponsored by the Union or the AFL-CIO, upon written request by the appropriate Union office. Such requests will be referred to the appropriate management official, in consultation with LMER, for approval or disapproval. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. The amount of LWOP is based upon the type and duration of activity in which the employee is engaged.

1. Upon request, the Agency may grant a one (1) year extension of LWOP status for this purpose. All requests for extensions must be requested thirty (30) days prior to expiration of the LWOP.
2. Employees on extended LWOP while serving as employee union representatives may arrange to make payment for retirement, Thrift Savings Plan (TSP), and health and life insurance benefits in accordance with applicable regulations.

D. Discretionary Grants of LWOP: The Agency may grant LWOP in other circumstances, but will not do so unless the leave will result in:

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1. Better work performance; or
2. Protection or improvement of the employee's health; or
3. Retention of a desirable employee; or
4. Furtherance of a program of interest to the government (e.g., Peace Corps volunteers); or
5. An employee at their option may request LWOP for annual leave for Officers and/or duly elected delegates of the Union for attendance at the Union's triennial convention or other Union sponsored training/event.

E. LWOP or Compensatory Time for Religious Observances: Subject to the Agency's mission requirements, when an employee has personal religious beliefs that require absence from work, the Agency may grant annual leave, LWOP, or compensatory time off for such religious observances:

1. When the employee requests and the Agency grants compensatory time off for religious observance, in each instance the Agency will afford the employee the opportunity to earn such compensatory time-off hours; Supervisors may contact the DHA Office of Equal Employment and Resolution Management (OEERM) for further guidance.
2. An employee may work compensatory time-off for religious observances before or after taking such compensatory time-off on an hour-for-hour basis. A grant of advance compensatory time-off for religious observances will be repaid by the appropriate amount of compensatory time worked within three (3) pay periods or such time will be charged to annual leave.
3. If advanced compensatory time off is granted for a religious observance, the employee will be scheduled for the time to be worked to repay the compensatory time when the request is granted.
4. Compensatory time worked to repay time-off for religious observance is not subject to premium pay provisions applicable to overtime hours.

ARTICLE 10
TEMPORARY, PART-TIME, AND PROBATIONARY EMPLOYEES

SECTION 1. GENERAL: This Article sets forth the different provisions applicable to temporary, part-time, and probationary employees for Title 5 and Title 38 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.

SECTION 2. TEMPORARY EMPLOYEES: Temporary employees may be separated at any time upon notice in writing from the Agency. When it is determined that a temporary employee is to be separated, it is recommended that the employee be given fifteen (15) working days' notice except in egregious circumstances, or when loss of funding or Full Time Equivalent Employee (FTEE) authority requires that notice be shortened.

SECTION 3. PART-TIME EMPLOYEES:

A. Definition: Part-time employees are those who perform duties on less than a full-time basis and have a regularly scheduled tour of duty that is less than 80 hours in a biweekly pay period.

B. Holidays: When a holiday falls on a part-time employee's regularly scheduled workday, the employee will be paid for the number of hours he or she would normally be scheduled for that day.

C. Requests for Part-time Employment: The Agency will consider all employee requests regarding part-time employment consistent with resources and mission requirements. The Agency recognizes that part-time employment may be particularly appropriate for the following employees:

1. Employees seeking gradual transition into retirement.
2. Employees with disabilities or others who require a reduced workweek through a Reasonable Accommodation request.
3. Parents who must balance family responsibilities with the need for additional income.
4. Students who must finance their own education and/or vocational training; or
5. Employees pursuing further education.

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D. Requests to Change Employment Status: Requests to change from full time employment to part-time, or from part-time employment to full time, will be discussed with the employee. If an employee submits a written request and the request is denied, the employee will be provided with written reasons for the denial.

E. Right of Refusal: A full-time employee shall not be required to accept part-time employment as a condition of continued employment.

F. Negotiability: If the Agency proposes to convert any encumbered full-time positions to part-time, it will provide the Union with Notice in accordance with the mid-term bargaining provisions of this MLA.

G. Adjustments: An employee may request a temporary or permanent adjustment of an established part-time work schedule based on personal need or to permit participation in approved details, other assignment, or training, and the Agency will give full consideration to each such request.

H. Access to Activities: The Agency agrees to provide part-time and full-time employees equivalent access to employee activities, e.g., recreational facilities. Employees will not be denied opportunities for attendance for approved training courses solely because of part-time status. In cases of budgetary constraint and limited availability, the Agency may give priority to offering training for full-time employees, except in cases involving reasonable accommodation.

I. Probationary Period: For a probationary employee who transfers within the Agency, prior federal civilian service counts toward completion of probationary period when it is in Defense Health Agency (DHA), is in the same line of work, and contains or is followed by no more than a single break in service that does not exceed thirty (30) calendar days. The probationary period for part time employees is computed in the same manner as for full-time employees.

J. Effects of Conversion: Prior to an employee accepting conversion to part-time status, the Agency will advise the employee in writing of the effects of converting to part-time employment as it relates to employee benefits.

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TEMPORARY, PART-TIME, AND PROBATIONARY EMPLOYEES

K. Subsequent Conversion: Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full time employment, but the Agency agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. The Agency agrees to give first consideration, where workloads and staffing considerations permit to increasing an incumbent to full-time status before seeking an outside hire for the same position and location.

SECTION 4. PROBATIONARY EMPLOYEES:

A. Qualifications: All probationary periods will be established in accordance with 5 CFR 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.

B. Representation: Probationary employees are entitled to Union representation.

C. Probationary Period: Title 5 employees serve a one-year probationary period unless otherwise specified in applicable Federal law. Probationary periods will also be governed by government-wide regulations in existence at the time this Agreement was approved. During that time, employees will have the opportunity to develop and to demonstrate their proficiency. To that end, the Agency agrees that probationary employees will be advised in writing of applicable critical and noncritical elements, performance standards and general conduct expectations at the beginning of their probationary period (normally within the first 30 days of employment). The supervisor will explain the requirements of the probationer's position and answer any questions the employee may have.

D. Counseling: From the beginning of the probationary period, the supervisor will communicate with the employee regarding performance deficiencies and/or conduct issues and assist in addressing these issues. In the event that there are deficiencies in the employee's conduct and/or performance that may affect the employee's continued employment, the supervisor will counsel the employee and document the meeting (i.e., MFR, formal counseling. or verbal counseling reduced to writing) with a copy given to the employee. Failure to comply with this provision does not preclude the Agency from taking appropriate action in accordance with applicable law.

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E. Assistance with Performance: The Agency will consider employees specific requests for assistance to improve their performance. It is suggested that the supervisor contact LMER regarding any observed deficiencies in performance or conduct at any time during the probationary period. The employee may be given the opportunity to address deficiencies.

F. Impending Separation: In cases of impending separation for performance deficiencies the Agency may give consideration to placement of the probationary employee in positions commensurate with his or her demonstrated ability.

G. Notice of Termination: The Agency may terminate an employee on a probationary or trial period because of his or her performance or conduct. The employee shall be notified in writing as to why he or she is being terminated and the effective date of the action.

PAY PROVISIONS

ARTICLE 11
DIRECT DEPOSIT OF PAY

SECTION 1. TIMELY AND PROPER COMPENSATION:

A. Timely Compensation: Employees are entitled to timely receipt of all wages earned by them for the applicable pay period. All requests for changes will become effective on the first day of the pay period. A change request received with a date that is not the first day of the pay period will be made effective the first day of the following pay period.

B. Established Pay Day: There is currently an established single pay day for all bargaining unit employees. If there is a change to this pay day, the union will be notified in accordance with Section 3 of this Article.

C. Electronic Funds Transfer: all employees as of the effective date of this Agreement will be required to receive their pay through direct deposit via electronic funds transfer into bank accounts.

D. Pay and Leave Statements: Employees shall have electronic access to their statements and elect to receive statements electronically, hardcopy, or both via MyPay. Employees may use duty time and agency equipment to access and print their statements.

SECTION 2. DIRECT DEPOSIT OF PAY:

A. Delivery of Pay: Employees' pay will be delivered in accordance with applicable law and regulations.

B. Replacement of Missing Funds: If a bargaining unit employee fails to receive his or her owed pay on the established pay day, the following occurs:

1. The employee must notify the supervisor of non-receipt as soon as the fact becomes known. Such notification should be followed up in writing by the employee.
2. The Agency will initiate an investigation and pursue replacement of the missing funds.
3. The Agency agrees to assist affected employees by providing the employee with the electronic funds (EFT) tracer number.

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DIRECT DEPOSIT OF PAY

4. The Agency will take every step to replace the missing funds in accordance with Section 2C of this Article.

C. Special Payment: Employees faced with non-payment of less than 90% of their pay, through no fault of the employee, be advised of the following options:

1. At the employee's request, a Special Pay Memo (encl A) will be completed by the supervisor and signed by the employee to submit a request special payment authorization.
2. The employee may waive special pay requests and opt to receive payment of funds the following pay period.
3. The Agency will process and forward all requests for special payments to DFAS as expeditiously as possible, normally within one workday of receipt.

D. Alternate Payment Option: Pursuant to 31 USC 3332 mandates electronic funds (EFT) transfer for all Federal wages unless another method has been determined by the Secretary of the Treasury to be appropriate. Employees may request, in writing, to waive this requirement for electronic funds transfer (EFT) / direct deposit.

SECTION 3: CHANGES: Should the Agency change payroll processors, pay dates, or other aspects of the payroll process that impact bargaining unit employees, it shall provide notice to the Union and an opportunity to bargain the impact and implementation of such changes.

ARTICLE 12 DUES DEDUCTIONS

SECTION 1. DEFINITION: Dues are the regular, periodic amounts required to maintain an employee as a member in good standing of the Union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues.

SECTION 2. VOLUNTARY AUTHORIZATION: Upon written authorization of a unit employee, the Agency shall deduct from the employee's pay the dues of the exclusive representative of the unit. Such deduction shall be at no cost to the employee or the exclusive representative. The authorization may not be revoked for a period of one year. An employee may revoke a dues assignment at any time after the assignment's initial one-year period expires.

SECTION 3. ALLOTMENT (PAYROLL DEDUCTIONS):

A. SF-1187 (Request for Payroll Deductions for Labor Organization Dues): The Union will procure Standard Form (SF) 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," for the proper completion and certification of the forms and for transmitting them to the servicing payroll office. The Union will furnish the SF-1187 to eligible members desiring to authorize an allotment for withholding of dues from their pay. The employees must receive a sufficient net salary each pay period to satisfy the allotment after legal and required deductions have been compensated.

B. Routing: Completed allotment forms will be submitted to the appropriate LMER office for processing. The LMER office will certify the form and forward to the appropriate payroll office.

C. Effective Date: Allotments will be effective at the beginning of the first complete pay period following the receipt of a properly completed SF-1187 by the appropriate payroll office. The Union may contact the LMER office for assistance in resolving discrepancies.

SECTION 4. REVOCATION:

A. Revoking A Union Dues Allotment: Revocations will be processed in accordance with law, rule, or regulation by completing an SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues" and submitting the form to the LMER office. Information concerning revoking an allotment can be obtained from the Union office, the LMER office and/or the servicing payroll office.

ARTICLE 12 DUES DEDUCTIONS

B. Automatic Dues Revocation: The Agency will process a termination in dues allotment at the end of the pay period during which any of the following actions takes place:

1. Loss of exclusive recognition by the Union;
2. The employee leaves the Agency as a result of any type of separation, retirement, transfer, other personnel action, or death;
3. The Union notifies the Agency that the employee has been suspended or expelled from membership in the Union;
4. The employee ceases to be a member of the bargaining unit;
5. When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense; or
6. Activation of an employee into active-duty military status.

SECTION 5. REMITTANCE: The payment of dues will be remitted by the DFAS, to the banking facility of the Union after the completion of each biweekly pay period. Each remittance will be accompanied by a statement containing the following information:

1. Identification of the installation, and bargaining unit;
2. Pay period date;
3. Identification of the Union;
4. Names of members for whom deductions were made and amount of each deduction;
5. Total amount withheld each pay period; and
6. Net amount remitted.

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DUES DEDUCTIONS

SECTION 6. UNION RESPONSIBILITY: The Union accepts the responsibility of informing and educating its members concerning the program for the allotment of dues, its voluntary nature, and the uses and availability of the SF-1187 and SF-1188. The Union agrees to promptly notify the servicing LMER office, in writing, when any member of the Union is expelled or for any reason ceases to be a member in good standing.

ARTICLE 13 OVERTIME

SECTION 1. GENERAL PROVISIONS: In accordance with Title 5 of the United Code, the Fair Employment Practice Agency (FEPA), and other applicable statutes and government-wide regulations, employees shall be compensated for overtime hours worked based on the Fair Labor Standards Act (FLSA) and the provisions of this Agreement.

A. Fair Labor Standards Act:

1. All FLSA determinations as “exempt” or “non-exempt” for bargaining unit positions will be determined at the time the position is classified.
2. When classification actions are proposed that will result in a change to the FLSA determination, the proposed changes will be provided to the employees and the Union twenty-five (25) calendar days prior to the effective date.
3. Employees who are classified non-exempt under the Fair Labor Standards Act may not perform overtime work outside normal scheduled hours unless specifically ordered or authorized by the supervisor. If the Agency “suffers and permits” these employees to work, the employee should be compensated.

B. Types of Overtime:

1. **Scheduled (Regular):** Any overtime work scheduled and approved in advance of the administrative work week as part of an employee's regularly scheduled work week. The employee shall be compensated for regular overtime worked in 15-minute increments, IAW the provisions of OPM regulations (ATAAPS Code "OS" or “CE”).
2. **Unscheduled (Irregular or Occasional):** Unscheduled overtime is paid in the same manner as scheduled overtime work (ATAAPS Code "OU" or “CE”). Overtime that was not scheduled or approved prior to the start of the administrative work week and is made a part of an employee's scheduled work week.
3. **Call-Back:** Any employee called back to perform unscheduled overtime work, either on a regular workday after the employee has completed their regular shift and departed the premises or for a day outside of their basic work week, shall be paid a minimum of two (2) hours overtime pay (ATAAPS Code "OC" or “CE”).
4. In addition to the types discussed above, other codes may be appropriate.

ARTICLE 13 OVERTIME

SECTION 2. DISTRIBUTION OF OVERTIME: The Union recognizes that management has the right to determine and assign overtime work. The Agency will ensure fair and equitable assignments of overtime work among employees determined to be qualified to perform the work. Overtime will not be distributed or withheld to reward or penalize employees.

A. [BLANK] The Parties did not reach agreement on this provision.

B. Notice: The Agency agrees that for scheduled overtime the following applies:

1. Unless emergency situations preclude sufficient notice, employees who are required to work will be notified by their supervisor at least 24 hours before overtime work is required.
2. If an employee is submitting a request to be excused from scheduled overtime, an employee must notify the supervisor of their potential unavailability for overtime assignments within eight (8) hours of when the scheduled overtime work is required. If notification is not given by this deadline, the employee may be required to work as assigned.
3. When an overtime assignment is excused at the request of an employee, after the eight (8) hours deadline, for any reason, the supervisor may fill the void with any available qualified employee, and the assigned employee will be moved to the bottom of the mandatory list.

C. The Agency shall make a reasonable effort to give the employee as much notice as possible when planned overtime is required. Consideration will be given to any personal circumstances expressed by the employee that may affect their ability to work overtime hours. The Agency will endeavor to avoid mandated overtime exceeding four hours at the end of the employee's tour of duty.

D. Compensatory Time: The Agency shall, to the extent practicable, permit the following for employees who earn compensatory time (instead of overtime):

1. Use their compensatory time at the earliest time convenient to them within 26 pay periods.

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2. When requested, compensatory time off shall be granted before annual leave is approved. If annual leave would otherwise be forfeited, however, the annual leave shall be granted before compensatory time off.
3. Any employee who is unable to use compensatory time within 26 pay periods shall receive overtime pay instead.

E. Voluntary Basis: Where overtime work is available, it will be offered by the supervisor on a voluntary basis to qualified employees before directing mandatory overtime.

F. Overtime Assignment Procedures: The Agency will first try to fill the need for overtime by asking for qualified volunteers. If there are not sufficient volunteers, the following overtime procedures will be utilized:

1. Rosters: Overtime rosters will be maintained and managed in accordance with this Agreement.
 - a. A “Voluntary Roster” for each branch/section/team will be maintained and will be based on the Service Computation Date (SCD) for civilian service.
 - b. A mandatory overtime roster will be maintained and will be based on inverse seniority.
 - c. Rosters will be reset annually in accordance with this Agreement.
2. Rotation:
 - a. Once an employee is chosen and completes an overtime assignment, the employee will move to the bottom of the roster.
 - b. Employees who have declined an offer of overtime (voluntary) work will remain in the same place on the roster pending the next offer.
3. Absence: Employees who are on leave, assigned to a temporary detail outside of their assigned branch/section/team or otherwise unavailable for an overtime assignment will remain in the same place on the roster, pending their return to duty or return to their assigned branch/section/team.

ARTICLE 13 OVERTIME

4. Newly Assigned Employees:

- a. Newly assigned employees will be placed on the appropriate roster at the bottom of the voluntary list and the top of the mandatory list.
 - b. At the resetting of the rosters, new employees will be placed appropriately by SCD for civilian service per Section 2H of this Agreement.
 - c. Employees who are detailed or temporarily assigned to a new branch/section/team will be placed on the roster in the same manner.
5. Qualifications: An employee will retain their position on the roster when it is determined that the employee does not possess the specialized skills, or knowledge to perform the particular overtime assignment. In such cases, the employee retains his or her position on the roster for the next assignment.

G. Roster Retention: The supervisor will maintain a copy of the overtime rosters in accordance with this Agreement. Upon request, current rosters will be made available for review.

H. Resetting of Rosters: Overtime rosters shall be reset according to the employee's SCD for civilian service date on January 1 of each year.

SECTION 3. RATE OF PAY: When an employee works overtime, whether covered by the Fair Labor Standards Act or exempt, such overtime will be paid in increments of 15 minutes.

A. FLSA Non-Exempt: Overtime pay for FLSA non-exempt employees is equal to one and one-half (1.5) times the employee's hourly rate of pay.

B. FLSA Exempt: Overtime pay for FLSA exempt employees is equal to one and one-half (1.5) times the employee's hourly rate of pay. However, if the employee's rate of pay exceeds the rate for a GS-10, Step 1, including any applicable special rate of pay or special pay adjustments, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:

1. One and one-half (1.5) times the applicable minimum hourly rate of basic pay for GS-10, Step 1; or

ARTICLE 13 OVERTIME

2. The employee's hourly rate of basic pay.

SECTION 4. COMPENSATORY TIME IN LIEU OF OVERTIME PAY:

A. Election: Employee requests to work overtime shall be subject to supervisory approval. No employee shall be required to earn credit hours in lieu of earning overtime. This includes employees on alternate and regular work schedules. Employees may initiate requests in ATAAPS for compensatory time or credit hours in lieu of overtime pay, which the Agency will consider and acknowledge. If the Agency does not approve that request, the employee is entitled to compensation in accordance with the overtime requirements.

1. FLSA Non-Exempt Employees: Employees shall not be required to accept compensatory time off in lieu of payment for any overtime work performed, whether at the employees request or the supervisor's direction.
2. FLSA Exempt Employees:
 - a. Employees making less than the maximum rate of pay of a GS-10, Step 10, shall not be required to accept compensatory time off in lieu of payment for any overtime work performed, whether at the employees request or the supervisor's direction.
 - b. Employees whose rate of pay is that of GS-10, Step 10 or above, can be required to take compensatory time in lieu of overtime pay in accordance with 5 CFR § 550.114(c).

B. [BLANK] The Parties did not reach agreement on this provision.

C. Usage: Compensatory time off earned must be used by the end of the 26th pay period after such time was earned (5 U.S.C. §5547).

ARTICLE 13 OVERTIME

D. Payment of Unused Compensatory Time: Upon expiration of twenty-six (26) pay periods or upon separation of the employee from the Agency, the Agency will pay employees for any unused compensatory time off, earned in lieu of overtime pay to the employee's credit, at the overtime rate in effect when the compensatory time off was earned. Compensatory time earned for travel will be handled in accordance with 5 C.F.R. Part 550.

SECTION 5. OTHER PROVISIONS:

A. Hold-over Overtime:

1. Definition: Term referring to overtime offered to qualified personnel currently on duty.
2. Qualified personnel on duty will be offered overtime assignments first at the authorized rate of overtime.

B. Compensation for Hours Worked: Employees shall not be required to perform any work or duty before or after their scheduled work hours without compensation. It is further understood that if an employee is required by the Agency to report to a designated location at a specified time prior to or subsequent to their regular shift hours, such time shall be compensated as set forth in Section 4A above.

C. Overtime Compensation: All employees will be paid for all hours of overtime, the only exceptions being Administrative Leave and Court Leave. Such hours of overtime include all hours scheduled outside the scheduled tour of duty (i.e., any hours more than eight for a standard work schedule).

D. Training: Overtime may be approved in limited circumstances for employees to obtain specialized training that ordinarily would not be otherwise available.

E. Breaks: During overtime assignments which extend for four (4) hours beyond the normal eight (8) hour day, affected employees so assigned will be permitted to have a second meal break. Employees required to work through their non-duty meal period shall be paid for such time.

ARTICLE 13 OVERTIME

F. Religious Observance: Management shall consider an employee's request to abstain from work during certain periods of the workday or workweek due to religious beliefs when assigning overtime. Employees who have declined to work overtime for this reason shall be required to work overtime only if other qualified employees are unavailable.

SECTION 6. STANDBY DUTY AND ON-CALL:

A. Standby Duty: Time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for their own purposes. Employees are compensated if the standby conditions are met in accordance with 5 C.F.R. Part 550 for exempt employees and 5 C.F.R. Part 551 for non-exempt employees.

B. On-Call Status: Time spent in an on-call status is not hours of work, and the employee shall be considered off duty:

1. If the employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
2. If the employee is allowed to make arrangements for another qualified person to perform any work that may arise during the on-call period.

ARTICLE 14
HYBRID TITLE 38

SECTION 1. With regard to DHA Hybrid Title 38 employees, the Agency shall adhere to the DODI 1400.25, Volume 540 (DoD Civilian Personnel Management System: Pay Pursuant to Title 38), and shall follow applicable guidance outlined by the DODI for Hybrid Title 38 DHA employees.

SECTION 2. The Parties acknowledge requirements of the DELEGATION AGREEMENT - US Office of Personnel Management and Department of Defense in which OPM delegates to DOD discretionary use of certain Title 38 positions, dated 06/22/2022.

PERFORMANCE PROVISIONS

ARTICLE 15

OFFICIAL PERSONNEL RECORDS

SECTION 1. OFFICIAL RECORDS AND FILES: All Employee records shall be maintained in accordance with applicable laws and regulations, including The Privacy Act of 1974, 5 U.S.C. § 552a. *et. seq.* The Agency will maintain employees Electronic Official Personnel Folders (e-OPFs) in accordance 5 C.F.R. Part 293 and other applicable OPM laws and regulations. Employees may have documents added in their e-OPF.

SECTION 2: CONFIDENTIALITY: Employees' official personnel folders are confidential and are to be viewed by officials only with a legitimate need to know for the performance of their duties; they must be retained in a secure location in accordance with applicable OPM regulations. Accordingly, an employee's official personnel folder shall contain only such documents and records as provided for by law or regulation. Access to an employee's official personnel folder shall be granted to other persons only as authorized by law or OPM regulation.

SECTION 3. ACCESS TO RECORDS: In accordance with applicable laws and regulations, employees have a right to review their Official Personnel Record. Employees may also have a right to review other records maintained by the Agency regarding the employee where that information is maintained in a system of records under the Privacy Act of 1974. Employees, and/or their representative(s) designated in writing, may receive (at no cost) copies of such records which have not been previously furnished.

A. Request to View Records: Where an employee is entitled (by law or regulation) to review records maintained in a system of records under the Privacy Act of 1974. The records will, upon request, be provided to the employee, or to his or her designated (in writing) union representative in a timely fashion. Privacy Act records include, but are not limited to, such records as e-OPF, training records, competency files, certifications, etc. (Employees will be allowed to view records which are maintained electronically).

B. Delays: In addition, where (a) such information is needed for the processing of a grievance or to respond to a disciplinary/adverse action, and (b) there is an unreasonable delay by the Agency in providing the information, the Agency will provide the employee an extension of time until the information is provided.

C. Medical Records: Employees shall be granted access to their own medical records in accordance with law.

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OFFICIAL PERSONNEL RECORDS

SECTION 4. SUPERVISOR'S EMPLOYEE WORK RECORDS: Records relating to employee performance shall be maintained in accordance with applicable laws and regulations. Union request, an employee or his or her designated representative may review Agency records which are to be used for the purposes of evaluating the employee. Employees have the right to examine the contents of their e-OPF, at any time, via a computer connected to the Agency system.

SECTION 5. SUPERVISORY NOTES: Supervisors may retain notes, commonly referred to as "memory joggers". These notes are considered to be mere extensions of a supervisor's memory and are not Agency records subject to the record keeping or other requirements of applicable laws and regulations, including the Privacy Act.

A. Maintenance and Disclosure: Notes may be retained or discarded, at the discretion of the supervisor. Supervisors must maintain such notes in a secure manner and not disclose them to anyone without a need to know (this includes secretaries, other supervisors, or Agency officials).

B. Notification of Usage: If any information contained in a supervisor's personal notes/memory joggers is used against an employee as part of an official record, the employee is entitled to be notified of the use of that information and provided a copy upon request.

C. Other Actions: The maintenance of a supervisor's notes will not preclude the supervisor from addressing any conduct or performance issues in a timely manner.

SECTION 6. OUTDATED RECORDS: All official personnel records shall be purged in accordance with appropriate records controls schedules.

A. Removal: The Agency will maintain a system of follow-up to assure that any written counseling, disciplinary, or similar action with a time limit on it is removed on the proper date.

B. Expungement: Personnel records/files/notes that do not have legal or regulatory requirements to be maintained beyond their expiration date shall be considered expunged from the record. 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.

ARTICLE 15
OFFICIAL PERSONNEL RECORDS

C. Derogatory Information: Supervisor may not maintain derogatory information, regarding a first offense for an unreasonable length of time, normally no more than six (6) months for a Leave Restriction (after its expiration) and one (1) year for other offenses. Subsequent offenses within a six-month period from the initial offense will normally remain for a period of one (1) year. If derogatory information is utilized by a supervisor for proposed disciplinary action, it shall be reviewed for applicability to the action. If information is identified which may not be relied upon, the Agency will direct the supervisor to purge the information.

D. Corrections: In accordance with applicable laws and regulations, employees may formally request that a record contained in his or her e-OPF be corrected or amended if they believe the information to be incorrect. If the employee attempts unsuccessfully to correct or amend a record contained in his or her e-OPF, the employee is entitled to place a statement of disagreement in their folder.

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ARTICLE 16
POSITION DESCRIPTIONS AND CLASSIFICATIONS

SECTION 1. POSITION DESCRIPTIONS:

A. Requirements: Each employee covered by this agreement shall be provided a Position Description (PD) that accurately reflects the major and grade controlling duties, responsibilities, and supervisory relationships of the position. This will be provided to the employee at the time of assignment or upon request. Position Descriptions will be consistent for similar duties among all facilities throughout the Agency. Position Descriptions will be current, accurate, and classified to the proper occupational title, series, and grade in accordance with Chapter 51 of Title 5 U.S.C and OPM regulations for each position covered by this Agreement.

B. Accuracy: The job content, qualifications, and required duties for each job within the bargaining unit are not grievable. The employee may grieve the accuracy of the official position description including the inclusion or exclusion of a major duty in the official PD.

C. Other Duties as Assigned: Any employee may be required to perform other related duties as assigned. The phrase "other duties as assigned" and other phrases having similar meaning as used in PDs, means duties related to the basic duties of the position. If employees perform duties on a recurring basis which are not covered by the Position Description, management may either amend the position description to incorporate the new duties or discontinue the assignment of the new duties. When the amendment to a position substantially changes the duties of the position, the Union will be notified and a copy of the amended Position Description will be provided to the Union and the employee.

D. Union Requested Review: Upon request the Agency agrees to meet with the Union to review bargaining unit PDs identified by the Union.

E. Notice of Changes: Whenever an existing position description is amended or new descriptions for employees are developed, the Agency will provide copies of the amended or new descriptions to the Union and affected employees normally two (2) weeks in advance of the proposed implementation.

F. Agency Reclassification: The parties recognize that the classification of a position may be periodically reviewed, and the position may be reclassified. If the reclassification of a position results in a change in pay, grade, job series, significant duties and/or promotion potential, the employee will be notified in writing, and a copy of the notification will be provided to the Union.

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POSITION DESCRIPTIONS AND CLASSIFICATIONS

SECTION 2. DESK AUDITS:

A. Agency Initiated Desk Audits: Employees, who are the subject of a desk audit initiated by the Agency will be provided timely notice by the Agency prior to the desk audit. Notices will identify the position, reason, purpose, and date/time for the audit.

B. Communication: If an employee has a question concerning his or her classification or position description, he or she is entitled to discuss his or her position description with his or her supervisor. If the employee wishes to pursue the matter further, he or she may request a desk audit, file a grievance as appropriate, or file a classification appeal

C. Employee/Union Initiated Desk Audits: Employees or their designated representatives may request a desk audit through the employee's supervisor. Employees have the right to Union assistance in desk audits and classification appeals. Upon such notification, the Agency will acknowledge receipt of the request and within fourteen (14) workdays provide a reasonable date and time for the audit to be accomplished.

D. Process for Audit: As appropriate, desk audits will be performed at the employee's workstation or at a place mutually agreeable to both the employee and Human Resources Office. The reassignment of duties shall not take place while a desk audit is in process, unless necessary for fulfillment of the mission.

E. Conclusion of A Desk Audit: The Agency may retain the original classification, reclassify the position, or reassign duties. The Agency shall designate an official to discuss the findings with the employee and the Union representative, if the employee requests a representative.

SECTION 3. NEW CLASSIFICATIONS:

A. Union Notice: Classification decisions, including the narrative, rendered by the Agency or OPM having the effect of establishing a grade level that did not exist before within an occupation will be forwarded by the Agency to the Union.

ARTICLE 16
POSITION DESCRIPTIONS AND CLASSIFICATIONS

B. Effective Date: Pursuant to OPM regulations, grade increases resulting from the application of a new classification standard or correction of a classification error will normally become effective no later than the beginning of the first full pay period following a management determination, provided the applicable qualification, performance, or other requirements for the position are met by the affected employee(s).

SECTION 4. DOWNGRADES:

A. Pay and Grade: For a downgraded position, the employee's pay and grade will be set in accordance with law and regulations.

B. Written Notice: 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 the Agency. This notice will be issued to affected employees no later than fourteen (14) workdays after the final decision has been provided to the manager. The notice will explain:

1. The reasons for the reclassification action; and
2. The employee's right to appeal the classification decision; and
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
4. Any other appeal or grievance rights available under applicable law, rule, regulation, or this MLA; and
5. The effective date of the action.

C. Priority Consideration Due to Reclassification Downgrades:

1. Employees who have been downgraded as a result of a classification action are entitled to all rights and procedures afforded as required by OPM regulations and the DoD Priority Placement Program.

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POSITION DESCRIPTIONS AND CLASSIFICATIONS

2. Upon request, if a bargaining unit employee with priority consideration is not selected, the selecting official will provide feedback to the employee in writing for non-selection.

SECTION 5. CLASSIFICATION APPEALS: Employees have a right to appeal a classification decision to the Agency and/or to OPM through its regulations, including for General Schedule employees, 5 C.F.R. Part 511, Subpart F, and for Federal Wage System (Wage Grade) employees, 5 CFR 532 Subpart G.

ARTICLE 17

PERFORMANCE MANAGEMENT

SECTION 1. OVERVIEW: The Parties of this MLA agree that the Defense Health Agency appraisal system shall be used to appraise the employees' performance of assigned duties and responsibilities in accordance with applicable laws and regulations at the time of this Agreement. The resulting performance appraisals shall be used by the Agency as a basis for training, rewarding, reassigning, promoting, reducing in grade, and removing employees when such action is warranted. Government-wide regulations and the Agency's implementing regulation are applicable to employees in the bargaining unit, except where provisions of the system are in conflict with this agreement and then the Parties agree that this MLA is controlling.

SECTION 2. DEFINITIONS: All terms used herein will be defined as set forth in 5 CFR Part 430 et. seq.

SECTION 3. [BLANK] The Parties did not reach agreement on this provision.

1. Facilitates a fair and meaningful assessment of employee performance.
2. Establishes a systematic process for planning, monitoring, evaluating, and recognizing and rewarding employee performance that contributes to mission success.
3. Nurtures a high-performance culture that promotes meaningful and ongoing dialogue between employees and supervisors and holds both accountable for performance.
4. Complies with merit system principles in Section 2301 of Title 5, U.S.C
5. The assessment system will emphasize:
 - a. Overall employee contributions;
 - b. Employee development;
 - c. Recognition of special skills and contributions in addition to regular job duties;
 - d. Support of team endeavors;
 - e. Expectations or requirements that are realistic and attainable by an employee working under normal conditions;

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PERFORMANCE MANAGEMENT

- f. Each employee's performance will be judged solely against their performance standards with no prescribed distribution of levels of ratings for employees covered by this MLA.
6. The assessment system will not:
- a. Be used as a disciplinary tool;
 - b. Foster individual competition;
 - c. Be based on numerical goals and/or numerical performance levels not contained in the employee's own performance standards;
 - d. Be punitive or adversarial;
 - e. Apply absolute performance standards except where they are crucial to the mission.

SECTION 4. APPRAISAL CYCLE: The appraisal cycle for employees covered by the DoD Performance Management and Appraisal Program (DPMAP) is April 1 through March 31 of each calendar year. An employee must work under a supervisor and an approved performance plan for a minimum of ninety (90) calendar days to receive a rating of record. When this is not the case the annual rating may be deferred until these time frames are met.

SECTION 5. DPMAP: The DPMAP program provides an automated system to create, review, and approve performance plans; document modifications to performance plans; document progress reviews; document employee input on their individual performance; and document performance appraisals. When supervisors or employees do not have access to the electronic DPMAP appraisal tool, they must use the paper copy of DD Form 2906 to document the performance plan, progress review(s), and rating of record.

SECTION 6. PROCEDURES:

A. Agency Officials shall:

- 1. Provide supervision and feedback to employees on an ongoing basis with the goal of improving employee performance;
- 2. Consider nominating deserving employees for performance awards;

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3. In accordance with DOD Instruction, meet with the employee a minimum of three (3) times during the rating cycle in a private setting. These reviews will be documented in DPMAP or on the DD Form 2906:
 - a. To issue the Performance Plan (at the beginning of the appraisal cycle);
 - b. To discuss the employee's job performance during the mid-point; and
 - c. To provide the appraisal rating of record final rating (at the end of the appraisal cycle).

B. Employees shall:

1. Perform assigned duties at an acceptable level as outlined in their performance elements and standards.
2. Promptly notify supervisors about factors that interfere with their ability to perform their duties at the level of performance required by the performance elements.

SECTION 7. CRITICAL ELEMENTS: Performance plans must have a minimum of one (1) critical performance element, and each element must have associated performance standards that define expectations. A critical element is a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is rated as "Unacceptable." Critical elements are only used to measure individual performance; supervisors must not establish critical elements for team performance.

A. Accuracy: The critical elements in the performance appraisals will be directly aligned to the duties in the employee's assigned Position Description (PD) and supervisor's expectations. These shall be communicated to the employee at the beginning of the rating period or whenever elements or expectations change.

B. Consistency: The critical elements for like positions should generally be consistent.

C. Union Notifications and Bargaining: In accordance with labor obligations, the Agency will provide union notifications and where appropriate an opportunity to bargain over negotiable aspects for the following:

1. Significant changes that have a substantial impact on condition of employment; more than de minimis in an employee's current standards or

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2. Changes that impact a significant number of employees (new programs, equipment).

SECTION 8. PERFORMANCE STANDARDS:

A. A performance standard describes how the requirements and expectations in the performance elements are to be evaluated. The standard should include specific, measurable, achievable, relevant, and timely (S.M.A.R.T) criteria.

1. Specific: Goals are sufficiently detailed in describing what needs to be accomplished.
2. Measurable: The accomplishment of the performance element is clear and can be quantified or substantiated using objective criteria.
3. Achievable: Goals are realistic, yet challenging and can be accomplished with the resources, personnel, and time available.
4. Relevant: The critical element aligns with or links to organizational mission and success.
5. Timely: Goals will be completed within a realistic timeframe.

B. Fully Successful: A written performance standard will indicate the performance level which will meet or satisfy the requirements at the "Fully Successful" level for an element.

C. Performance Planning:

1. Performance standards should be consistent with duties and responsibilities contained in an employee's position description (PD). This requirement shall not be interpreted to interfere with management's right to assign work.
2. The standards for like positions should generally be consistent.

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3. If there are variations in the performance plan elements and the duties in the PD the Agency will determine the appropriate document to revise and notify the employee, subject to Union Notification and Bargaining provision in Section 7C above.

D. Upon request, supervisors will discuss with employees the criteria to exceed a standard.

E. Application: Application of all performance standards shall be non-discriminatory and consistent with statutory and regulatory requirements.

SECTION 9. PERFORMANCE PLANS: Employees should be actively involved in the development of their performance plans, including establishment and changes in individual performance standards. The performance plan must be approved by the employees' Rating Official (RO) and Higher-Level Reviewer (HLR).

A. Rating Period of Performance: The period for which an employee is rated, begins when the employee is provided the approved critical elements and related performance standards for their position (with the signatures of both the rating official and the higher-level reviewer). Refusal to sign acknowledging receipt does not delay the start of rating period.

B. Notification: Employees will be provided with approved elements and standards:

1. For existing employees, at the beginning of every rating period, or normally, within the first thirty (30) calendar days of employment for new employees;
2. Whenever a new or modified performance plan is issued;
3. A change of supervisor of record;
4. Details of ninety (90) calendar days or more;
5. Reassignment and/or relocation;
6. Changes to assigned duties that occur during the appraisal cycle;
7. When an employee returns from an extended absence (medical/ non-medical) of 90 days or more; and

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8. If there is a change in work assignments, work process or component, related to the position, that affects how a standard is evaluated.

C. Discussion: The process of the discussion are as follows:

1. The rating official will meet one-on-one with the employee to present the performance plan.
2. During this oral discussion the rating official will explain, clarify and communicate:
 - a. The employee's job responsibilities to ensure that there is a clear and common understanding of the duties and responsibilities; and
 - b. The levels of performance necessary to obtain fully successful for a given critical element; and
 - c. The element's relationship to the Agency's mission and its' organizational goals.

D. Employee Feedback: The employee will be given five (5) workdays to review the proposed plan and submit any recommended changes, deletions or additions, as well as justification for the recommendations. An employee's acknowledgement, initials or signature do not imply agreement with the performance plan.

E. The employee will be given five (5) workdays to review the proposed plan and submit any recommended changes, deletions or additions, as well as justification for the recommendations.

F. Meeting: The rating official will meet with the employee within five (5) workdays of the employee's feedback to present the employee's performance plan. During this meeting the employee shall have Union representation when requested. If any of the employee's recommendations were not incorporated the rating official should provide the reason to the employee in writing.

G. New and Revised Elements: When a performance element or standard is revised by the rating official, the employee will be provided with a copy of the draft revision of the new or revised element or standard.

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H. [BLANK] This Parties did not reach agreement on this provision.

I. Performance Discussions: Performance discussions may be initiated by the supervisor, rating official, or employee. If requested by the employee, the meeting will be scheduled within fifteen (15) workdays.

J. A joint Performance Management Forum with agency officials and the Union will be conducted annually to share recommendations concerning performance plan procedures, training topics and discuss issues regarding performance management that may impact bargaining unit employees.

K. Progress Review: At least once during the annual appraisal cycle, the supervisor shall provide each employee with a mid-point Progress Review. Further progress reviews/feedback may be conducted to provide guidance on an employee's performance. The supervisor and employee should engage in meaningful communications throughout the appraisal cycle to review and convey:

1. Organizational goals and priorities.
2. Performance elements and standards, including ensuring the performance plan accurately reflects the work being evaluated.
3. Supervisor's expectations.
4. Employee's accomplishments and contributions.
5. Employee's level of performance, including any areas that need improvement.
6. Barriers to success.
7. Employee's developmental needs and career goals.
8. Express to the employee if they are on target with meeting the "fully successful" standard for each critical element and if improvement in the element is necessary.
9. If at any time during the rating period the supervisor has identified shortcomings in the employee's performance, the employee shall be notified in writing when the problem is perceived. Where performance is less than fully successful, the rater will

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suggest ways for the employee to improve his work in order to raise the employee's performance to a fully successful level.

SECTION 10. CONTINUOUS MONITORING OF PERFORMANCE: Monitoring performance consists of ongoing assessment of performance compared to the stated expectations and ongoing feedback to employees on their progress toward reaching their goals. By monitoring performance throughout the appraisal cycle, supervisors shall provide timely feedback on meeting expectations and identify unacceptable performance during the appraisal cycle in order to provide assistance to improve performance, rather than waiting until the end of the cycle when a rating of record is assigned.

SECTION 11. ANNUAL APPRAISAL:

A. Performance Rating: All bargaining unit employees will receive an annual performance rating. A written rating of record will be provided at the end of the appraisal cycle for each employee who has been under an approved performance plan for 90 calendar days during the cycle. This period will be extended where an employee is subject to a Performance Improvement Plan (PIP) and the established ending date would not afford them a reasonable opportunity to demonstrate improved performance. The performance rating will be issued in writing to the employee(s) normally within 30 calendar days of the end of the assessment period, but no later than May 31st of the performance year. Ratings may be issued beyond the 30 calendar days of the assessment period on a limited case-by-case basis (e.g. PIP, extended leave).

B. Minimum Period: New employees must work under a performance plan for a minimum of ninety (90) calendar days before a rating can be given.

C. Performance Plan Changes: When an employee's performance plan changes less than ninety (90) calendar days before the end of the appraisal cycle, a rating will be given to the elements in place 90 days prior to the change.

D. Unratable Elements: If an employee does not have an opportunity to perform work associated with a performance element for 90 calendar days due to matters beyond their control, (i.e. extended medical leave, unresolved agency network issues) the element is unratable.

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E. Effective Period: An employee's performance standards must be in effect for a period of ninety (90) calendar days before an employee's performance can be rated on that standard.

F. Annual Appraisals: Employees will be appraised at least once a year and given a rating of record.

G. Conclusion of Annual Appraisal Cycle: At the conclusion of the annual appraisal cycle the following will occur:

1. The employee may provide a written self-assessment which should be given serious consideration in developing the performance rating for that employee.
2. Choosing not to provide the voluntary self-assessment will not disadvantage an employee relative to those who do provide such assessments.
3. Performance appraisals will be prepared and documented in the MyPerformance appraisal tool.
4. The appraisal will consist of a rating and a brief performance narrative on each, element including an assessment of whether the employee meets, exceeds, or fails to meet the achieved standard for each of the standards set forth in the Performance Plan.
5. The rating official and the employee will sign the Performance Appraisal. The employee's signature shall not be taken to mean that they agree with any/all of the information or that the employee waives any rights to appeal/ grieve the rating.
6. Final Rating of Record: A rating of record is final when it is signed by the rating official and the higher-level reviewer. A rating of record finalized and provided to the employee before June 1 will become effective June 1.

SECTION 12. RECONSIDERATION: Employees may request reconsideration of their final rating of record through the negotiated grievance procedure.

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SECTION 13. ANNUAL RATING OF RECORD:

A. Retention of Records: Performance ratings of record will be retained as required by Government-wide and Agency regulations.

B. Retention Standing for Reduction in Force Purposes: Employees' performance ratings of record due before the issuance due date of specific RIF notices will be submitted to the servicing personnel office in sufficient time for retention standing to be determined in accordance with all laws, rules, and regulations.

C. Transfer of Performance Files: When an employee transfers to another DoD organization, the agency will coordinate the transfer of the most recent ratings of record and any subsequent performance ratings.

SECTION 14. ADDRESSING UNACCEPTABLE PERFORMANCE: It is the responsibility of the Agency to monitor employee performance throughout the rating period and take steps to assist employees in improving performance.

A. Initial Procedure: If at any time during the rating period the supervisor determines that an employee is performing at an unsuccessful level in one or more critical elements, the supervisor will counsel the employee regarding their performance. During the counseling, the supervisor will advise the employee of the specific deficiencies in their performance, skills, and the written plan to improve their performance.

B. Issuance of PIP: After a reasonable time period, if the employee's performance does not improve to the successful level, the employee will be issued a Performance Improvement Plan (PIP). This written notification is a formal warning to the employee that their performance is unacceptable in one or more critical elements. Upon request, the employee may have union representation at the meeting in which the PIP is issued. In any event, the union will be notified.

C. Elements of PIP: The PIP will afford the employee a reasonable opportunity to demonstrate acceptable performance and will identify:

1. The critical element(s) for which performance is unacceptable.
2. Specific instances (e.g. date, counseling) of unacceptable performance.

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3. The performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance.
4. Which assigned tasks demonstrate the unacceptable performance and how they relate to an identified job requirement(s), element(s), and standard(s), as applicable.
5. A minimum of bi-weekly counseling to the employee and the identified supervisor or management official, on the progress made during the PIP period. Upon request, the employee may have union representation.
6. Other assistance that will be provided to the employee which may also include formal training, on-the-job training, counseling, assignment of a mentor, offer Employee Assistance Program (EAP) assistance, or other assistance as appropriate.
7. [BLANK] The Parties did not reach agreement on this provision.
8. The plan will state that unless performance in a critical element(s) improves to and is sustained at an acceptable level for a minimum period of one (1) year, the employee may be subject to a performance-based action to be reduced in grade, reassigned, or removed from Federal service.
9. The employee will be counseled regarding the consequences that may result such as a potential denial of a within grade increase, inability to be considered for merit promotion and loss of RIF retention standing.

D. Extension of the PIP: If the rating official is unable to make an assessment whether or not the employee is successfully performing their critical job duties and responsibilities following the performance improvement period, the rating official will extend the assistance period until an assessment can be made, consistent with law. The employee and union will be notified in writing of the extension.

E. Improvement: If the employee succeeds in demonstrating acceptable performance at the “Fully Successful” level by the end of the PIP, a new rating of record will be recorded. The date the employee is eligible for a WGI will be reset to accommodate the WGI delay offset period. The “Fully Successful” rating of record will establish the end date of the WGI delay offset period.

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F. Lack of Improvement: If the employee fails to demonstrate performance at the “Fully Successful” level despite the PIP, the employee may be reduced in grade or removed from federal service pursuant to Section 432.105 of Title 5, CFR. The employee may also be subject to reassignment at the Agency’s discretion. In cases of voluntary or management-directed personnel actions, such as change to lower grade, reassignment, resignation, separation, or removal, the effective date of the action will establish the end date of the WGI delay offset period.

SECTION 15. PERFORMANCE BASED ADVERSE ACTION: Notice of an Adverse Action will be provided in accordance with the Adverse and Disciplinary Actions Article and will advise the employee of the right to appeal the action to the Merit Systems Protection Board (MSPB) or through the Grievance and Arbitration Agreement. The employee may elect to file an MSBP Appeal or Grievance, but not both.

A. Basis of Decision: In no case will the final decision to take corrective action (reassignment, reduction in grade or removal) be based on a matter not specified in the notice of proposed action. A performance-based decision to remove, reduce-in-grade or reassign may be based only on critical elements that were included in the PIP.

B. One (1) Year Limit: A decision to remove, reduce-in-grade or reassign may be based only on those instances of unacceptable performance by the employee that occurred during the one (1) year period ending on the date of the notice of proposed action.

C. Specification of Critical Elements: The decision to remove, reassign or reduce-in-grade shall specify the critical elements of the employee's position involved in each instance of unacceptable performance on which the reassignment, reduction-in-grade or removal is based and shall be concurred in by an official in a higher position than the official who proposed the action.

D. Timeliness: If the Agency’s decision adopts the proposed performance-based action, such action will be initiated in a timely manner.

SECTION 16. USES OF THE PERFORMANCE RATING: The performance rating given to employees under this performance assessment system is used for a number of purposes, to include but not limited to:

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1. An employee who has attained a rating of at least "Fully Successful," has achieved an "acceptable level of competence" and will be entitled to appropriate within-grade increases.
2. The rating of record will be used in consideration for appropriate awards, promotions, and other personnel actions.
3. This performance rating will be considered in making determinations regarding reductions-in-force (RIF) within the Agency in accordance with law, rule, and regulation.
4. The rating of record may be used in evaluating candidates under the merit promotion system in accordance with law, rule, and regulation.

SECTION 17. IMPLEMENTATION OF A NEW ELECTRONIC PERFORMANCE

MANAGEMENT RATING SYSTEM: Prior to implementing a new Electronic Performance Management System for bargaining unit employees, the Agency will provide the Union with notice and an opportunity to bargain over negotiable aspects of such changes in accordance with this agreement and subject to all applicable laws, rules, and regulations.

ARTICLE 18 MERIT PROMOTION

SECTION 1. GENERAL:

A. Purpose: The purpose and intent of this Article is to ensure that merit promotion principles are applied in a consistent manner, with equity to all bargaining unit employees and based solely on job-related criteria.

B. Reserved Rights: The Agency retains the right to use any lawful means to fill positions either concurrently with or in lieu of competitive procedures. Toward this end, and in order to meet the total objectives of the organization, the Agency has the right to fill positions using means other than competitive procedures to select from appropriate sources, such as eligibles for reinstatement, transfer, reassignment, excepted appointment or those within reach on an appropriate OPM or delegated examining unit certificate.

SECTION 2. ACTIONS COVERED BY COMPETITIVE AND NON-PROCEDURES: In accordance with 5 C.F.R. § 335.103. Reference Promotions, Reassignments and Relocations in this Agreement.

SECTION 3. PROMOTIONS DUE TO PLANNED MANAGEMENT ACTION: A planned management action (for a promotion) is when the addition of duties and responsibilities to an encumbered position where the promotion must be competitive because it does not fully meet local accretion of duties criteria but may be an exception to PPP procedures. The Union may request a review of an encumbered position to determine if a competitive action is warranted, based on additional duties.

SECTION 4. PRIORITY CONSIDERATION: For the purpose of this Article, a priority consideration is the consideration for non-competitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of procedural, regulatory or program violation. Normally, employees will receive priority consideration once for each instance of improper consideration. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures; this does not mean that the employee is guaranteed to be selected for the position.

A. Procedure: An employee will receive bona fide consideration by the selecting official before any other candidate is referred for consideration. If selected on the basis of the priority referral, the employee is promoted or reassigned noncompetitively.

ARTICLE 18 MERIT PROMOTION

B. Additional Options: When circumstances warrant, the Agency and the Union agree to consider additional options for priority consideration.

SECTION 5. MANDATORY PLACEMENT PROGRAMS:

A. Entitlement: If an employee in any of the categories below is available and qualified when a vacancy occurs, that employee must be given appropriate placement entitlement: Persons with statutory, regulatory, or administrative reemployment or restoration rights.

B. Notification: Employees entitled to priority consideration will be notified when they are considered for placement under priority consideration procedures.

C. Re-promotion Eligibles: Employees who are involuntarily demoted in the Agency without personal cause 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.

SECTION 6. VACANCY ANNOUNCEMENTS:

A. Area of Consideration: The area of consideration in announcing vacancies will be determined by the Agency and will be included in all announcements.

B. Announcement Content: Vacancy announcements will follow the required Delegated Authority procedures for OPM.

C. Multi-location Vacancy Announcements/Registers: vacancy announcements may be issued to establish registers for similar positions located throughout the Agency.

D. Open and Continuous Postings: For vacancies announced on an open continuous basis cut off dates for any and all vacancies will be defined in the vacancy announcements.

E. Notice of Cancellation: Notice of cancellation of vacancy announcements will be communicated to applicants through the automated recruitment system.

ARTICLE 18 MERIT PROMOTION

SECTION 7. EMPLOYEE APPLICATIONS:

A. Filing an application: To be considered for a vacancy, an employee must complete their application as described in the announcement.

B. Electronic Application:

1. The Agency will give bargaining unit employees access to computers to complete automated applications under this Article. With a supervisor's approval, an employee may be granted a reasonable amount of time during working hours to prepare or modify his or her application.
2. Upon request, the Agency will provide assistance on how to apply for vacancies.

C. Geographic Preference: Applicants are required to specify their geographical/organizational preference(s) when requested or they will only be considered for positions within their assigned organization.

SECTION 8. ELIGIBILITY: To be eligible for promotion or placement, candidates shall meet the legal and minimum qualification standards prescribed or approved by OPM and selective placement factors or other qualification requirements identified as essential for successful performance by the closing date of the announcement. Applicants shall be notified through USAJOBS of the determination of eligibility at the time of submission of the referral list to the selecting official.

SECTION 9. ESTABLISHING THE BEST QUALIFIED LIST:

A. Minimum Qualification Standards: To be eligible for promotion or placement, candidates shall meet the legal and minimum qualification standards prescribed or approved by OPM and selective placement factors or other qualification requirements identified as essential for successful performance by the closing date of the announcement.

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

ARTICLE 18 MERIT PROMOTION

SECTION 10. REFERRAL OF CANDIDATES FOR SELECTION:

A. Certificate of Eligibles: If the certificate of eligibles contains fewer than three qualified candidates or if declinations reduce the number to fewer than three, the selecting official may request that recruitment effort be renewed, or they may proceed with the selection process. If recruitment is renewed, previous applicants will be notified whether or not they need to reapply to receive consideration.

B. Multiple Grade Levels: In cases where the position was announced at more than one grade level, the selecting official will be provided a list for each grade level (see Section 11 B).

SECTION 11. CANDIDATE INTERVIEWS:

A. Interview Panels: Panels may be used to evaluate, rank and/or interview candidates for selection consideration and may not function in a way which preempts the selecting official's authority.

B. Interview: The selecting official has the option to interview or not interview the candidates referred. If one bargaining unit candidate is interviewed, it is encouraged that all bargaining unit candidates will be interviewed. Interviews will be conducted in essentially the same manner in regard to questions asked and the information being sought so that all candidates are given an equitable opportunity to present themselves and their qualifications.

C. Interview Questions: The selecting official or panel will ask job-related interview questions that allow for an objective evaluation of the candidate's competencies as they relate to the position being filled.

D. Release for Interview: After making appropriate arrangements with their supervisor, employees may be released when requesting time for interviews to be conducted.

SECTION 12. SELECTION PROCEDURES:

A. Selection: Selecting officials may select any of the candidates referred on the certificate of eligibles or any candidate eligible for noncompetitive consideration.

ARTICLE 18 MERIT PROMOTION

B. Affirmative Employment: The selecting official will give the appropriate consideration consistent with the Affirmative Employment Program.

C. Types of Interviews: When a face-to-face interview is not possible, a telephone interview or other electronic method is acceptable.

D. Selection Criteria: The selecting official will give consideration to the candidate's qualifications. The selection shall be based solely on job related criteria.

E. Within-Grade: When an employee is nearing the end of a waiting period for a within grade increase, consideration should be given to releasing the employee at the beginning of a pay period on or after the effective date of the within-grade increase, provided such an action would benefit the employee.

F. Employee Improvement: Upon request, an employee may seek guidance on how they can potentially improve their application to increase their chances for future consideration to similar positions.

G. Assistance with Information: An employee may contact the hiring authority who posted the announcement to request information regarding their application.

SECTION 13. CAREER LADDER PROMOTIONS: It is the policy of the Agency to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers. Career ladder promotions are promotions of employees without further competition when:

1. At an earlier stage the employee was selected from an OPM certificate of eligibles under competitive procedures; and
2. The selection was for an assignment intended to prepare the employee for the position being filled, including any promotion up to and including the full performance level of the position.

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A. Regulations: Pursuant to 5 CFR §335.104, career ladder promotions are not automatic; an acceptable level of performance must be demonstrated for progression. Employees in career ladders must clearly demonstrate the ability to perform at the next higher grade level before being promoted to the next grade in the career ladder. The Agency must have the appropriate level of work available and necessary budgetary resources to support the promotion. Once the promotion has been made, supervisors will assign work at the new grade level.

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

C. Non-Competitive Promotion: 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:

1. Competitive procedures;
2. Non-competitive appointment under special authority.

B. Timely Decision: At the time an employee meets time-in-grade and any other promotion requirements, the supervisor will make a decision to promote or not to promote. This decision will be made in a timely manner, but no employee shall receive a career ladder promotion unless his or her rating of record is "successful" or higher.

C. Effective Date: The promotion will normally be effective at the beginning of the next pay period, provided that the employee satisfies the career ladder promotion criteria, and all required documentation has been received by the hiring authority.

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

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MERIT PROMOTION

E. Failure to Meet Promotion Criteria:

1. Employees not meeting the criteria for promotion will be counseled by their supervisor regarding areas needing improvement before the promotion can be effectuated in accordance with applicable law, rules, or regulation.
2. The supervisor will assist the employee in meeting the specific promotion requirements when possible. Such assistance should identify applicable training as well as any other appropriate support. Employees may request Union assistance.

SECTION 14. 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 normally be kept for two (2) years, unless there is a grievance or complaint pending on the particular promotion action. In the case of a grievance or complaint, files will be kept pending final decision of the grievance or complaint, whichever is longest. Upon completion of the selection process, the Union may request the information used by the Agency to make the selections. The Agency will provide the requested information consistent with the requirements of law.

ARTICLE 19

INCENTIVE AWARDS AND EMPLOYEE RECOGNITION

SECTION 1. GENERAL: The Agency shall adhere to all applicable laws, rules and regulations as well as provisions in this Article in the administration of performance awards and employee recognition. All awards are subject to the annual budget allocation and or other budgetary constraints. Any award(s) shall be commensurate with the contribution of the employee.

SECTION 2. PURPOSE: The purpose of this Article is to ensure employees are recognized for their high performance and contributions towards the Agency's mission. The framework used for rewarding performance and contributions is in accordance with the DHA Civilian Awards and Recognition Program.

SECTION 3. TYPES OF PERFORMANCE-BASED AWARDS: The Agency shall formulate the annual performance awards for employees fairly. Fairly does not guarantee, nor does it preclude equality of awards among employees.

A. Monetary Award: A monetary award is an award in which the recognition device is a cash payment, which does not increase the employee's rate of basic pay.

1. Rating Based: A lump-sum cash payment based on a "Fully-Successful" or "Outstanding" rating of record awarded in conjunction with the DoD Performance Management and Appraisal Program (DPMAP) annual appraisal.
2. Other: A cash award can be granted to an employee, individually or as a member of a group, in recognition of accomplishments that contribute to the efficiency, economy, or other improvement of operations.

B. Quality Step Increase (QSI): A QSI can generally be given at any time during the year. However, subject to the process established each fiscal year, there may be annual restrictions based on funding availability. QSI is considered as:

1. An immediate grade step increase;
2. Given in recognition of extremely high-level performance;
3. Performance significantly above what is ordinarily found in the type of position occupied;

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4. Performance has been sustained over an extended period that is characteristic of the employee's performance.

C. Time-off Award (TOA): Time off from duty without charge to leave or loss of pay and for which the number of hours granted is commensurate with the employee's contribution or accomplishment.

1. A TOA may be used in single blocks of time or in 15-minute increments.
2. TOA must be used within one (1) year from the date the award was granted, or it will be forfeited.

SECTION 4. RATING BASED PERFORMANCE AWARDS: Performance awards earned as a result of an employee's annual performance rating.

A. The Agency will seek to recognize achievements of employees throughout the year. The current rating of record will be used as a basis for decisions to grant performance-based awards under the Agency's Performance Management System.

1. Absent budget constraints, managers and supervisors may utilize the allocated awards budget to the maximum extent possible to reward deserving employee performance.
2. If an employee does not have a rating of record when performance awards are granted, the employee may be granted an award when he/she is assigned a rating of record for the rating cycle.

B. Effect of Summary Ratings: Performance rating awards may be awarded using any combination of the following awards: Time Off, Monetary, Quality Step Increase.

1. Outstanding Rating That Exceeds All Critical Elements: An employee who receives a rating of record of Outstanding should receive a performance rating award.
2. Outstanding Rating: An employee who receives a rating of record of Outstanding should normally receive some type of performance rating award.

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3. Fully Successful Rating: An employee who receives a rating of record of Fully Successful should be considered for and may receive a performance rating award.
4. Monetary Allocations for performance-based awards: Performance awards are based on the rating percent of Employees' Rate of Base Pay and shall be administered as follows:
 - a. Excellent (5 Rating): Up to 10% but not less than the annual budget allocation percentage.
 - b. Acceptable (3 Rating): Up to 7% but not less than one-half(½) of the annual budget allocation percentage.
 - c. Unacceptable (1 Rating): Not eligible for a performance award.
 - d. Allocations exceeding 2.5% should follow current fiscal year spending guidance.

C. Reconsideration of Rating: If a performance rating is increased after reconsideration, management should refer to Section 4 for reassessment of award types.

SECTION 5. OTHER CASH AWARDS: Managers and supervisors are encouraged to make use of special act awards (i.e., On the Spot award) for exemplary performance throughout the year.

SECTION 6. QUALITY STEP INCREASES (QSI):

A. In order for an employee to be eligible for a QSI, the following must apply:

1. Be below step 10 of their grade level;
2. Have received the highest rating available under their performance management program;
3. Have demonstrated sustained performance of high quality;
4. Have not received a QSI within the preceding 52 consecutive calendar weeks;

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5. Occupy a 11 permanent position".

B. Timing of a QSI: A QSI does not affect the timing of an employee's next regular within-grade increase, unless the QSI places the employee in step 4 or step 7 of his or her grade. In these cases, the employee must complete the full waiting period for the new step, 104 weeks for steps 4-6 or 156 weeks for steps 7-9. However, the time an employee has already waited is not lost; it continues to count towards the waiting period for the next step increase.

C. Effective Date of a QSI: The QSI should be made effective as soon as practicable after it is approved.

SECTION 7. TIME OFF AWARDS:

A. Employees may be granted up to 80 hours of time off during a leave year without charge to leave or loss of pay. Employees may be awarded a maximum time-off award of 40 hours for any single contribution.

B. Usage: A TOA must be used within one (1) year from the date the award was granted or it will be forfeited.

SECTION 8. HONORARY AWARDS AND RECOGNITION: The Agency is encouraged to utilize Honorary and Informal Recognition awards in an ongoing manner.

A. Honorary awards provide an opportunity to acknowledge valuable contributions made by the employee and may reflect contributions made over a period of months or years.

B. Honorary recognition may be in addition to monetary or time off recognition.

ARTICLE 20

DETAILS, REASSIGNMENTS, AND RELOCATIONS

SECTION 1. DETAILS: Details will be made in accordance with applicable laws, regulations, and will be consistent with the terms of this agreement. Details under this Article may be rotated among well-qualified bargaining unit employees in accordance with mission requirements.

A. Definition: A detail is the temporary assignment of an employee to another position or to a statement of described duties without a change in status grade or compensation for a specified time (to include relocation from one facility to another, even without a change of general work duties), with return to the employee's regular duties at the end of the detail period. During the period of a detail, the employee remains officially in their regular position.

B. Notice: The Agency agrees that any bargaining unit employee for whom a known detail is planned will be notified as soon as possible, and normally not later than two (2) pay periods prior to the beginning of the detail with copy to the Union.

C. Documentation: Details will be documented by memorandum and placed in the employee's permanent record with a copy of the detail memo placed in the electronic official personnel file (eOPF). The employee will be given a copy of the memorandum and the SF52 for their personal records.

D. Performance Plans: The performance plan will be updated within thirty (30) calendar days for employees on details of ninety (90) days or more. The supervisor of the detail must provide feedback to the employee's rating official, with a copy to the employee.

E. Volunteers: The Agency will normally canvass qualified employees for volunteers and, where there are volunteers, shall select from among them. If there are more volunteers than needed for the detail, then the most senior qualified volunteers will be selected by Service Computation Date (SCD). If there are an insufficient number of volunteers, then the least senior qualified employee(s) will be selected.

SECTION 2. LOWER-GRADED DUTIES: A detail to a lower graded position will in no way adversely affect an employee's salary, classification, or position of record.

SECTION 3. HIGHER GRADED POSITION OR DUTIES: Supervisors are encouraged to use a competitive process for details to higher-graded positions or duties. A detail to higher graded positions requires a competitive process if it exceeds 120 days.

ARTICLE 20
DETAILS, REASSIGNMENTS, AND RELOCATIONS

A. Non-Competitive Detail: Employees may be non-competitively detailed to higher-graded position(s) with known promotion potential or temporarily promoted for up to 120 days. The following procedures shall apply when the Agency offers temporary assignments, or noncompetitive details/rotations, of thirty (30) consecutive workdays or more to members of the bargaining unit:

1. Volunteers: The Agency will normally canvass the qualified employees for volunteers.
2. Selection: Selection will be made from qualified volunteers.

SECTION 4. TEMPORARY PROMOTIONS:

1. Competitive Procedures: When a bargaining unit employee is detailed to a higher graded position for 120 consecutive calendar days or more, competitive procedures must be used. (5 CFR 335.102)
2. Volunteers: The Agency will normally canvass qualified employees for volunteers and, where there are volunteers, shall select from among them. If there are more volunteers than needed for the detail, then the most senior qualified volunteers will be selected by Service Computation Date (SCD). If there are an insufficient number of volunteers, then the least senior qualified employee(s) will be selected.

SECTION 5. REASSIGNMENTS:

A. Definition: A reassignment is the permanent change of an employee from their current position to another without change to grade or level (to include relocation from one facility to another). Reassignments will be documented in the employee's electronic Official Personnel Folder (eOPF).

B. Notification: Employees will normally be provided at least two (2) pay periods advance notice of reassignments. If the reassignment includes relocation to another facility, the employee will be given at least thirty (30) calendar days for CONUS relocations and at least forty-five (45) calendar days for OCONUS relocations in advance.

ARTICLE 20
DETAILS, REASSIGNMENTS, AND RELOCATIONS

SECTION 6. MANAGEMENT DIRECTED/INVOLUNTARY REASSIGNMENTS: Administrative reassignments/involuntary reassignments are reassignments initiated by the Agency to meet objectively valid and necessary operational needs. Reassignments shall not be used as a form of punishment, harassment, or reprisal.

A. Notice to Union: The Agency will provide reasonable advance written notice, in accordance with law to the Union. Notice will include the reasons for the reassignment, the number and title(s) of positions affected, and the actions the Agency intends to take to reduce the impact on employees.

B. Volunteers: The Agency will canvass qualified employees for volunteers and, where there are volunteers, shall select from among them. If there are an insufficient number of volunteers, then the least senior qualified employee(s) will be selected.

C. Higher-Graded Reassignments: The employee must meet specialized experience to be qualified and promoted into a higher graded reassignment.

1. **Previously Held Grade:** The Agency will utilize competitive processes unless the employee has previously held the grade.
2. **Volunteers:** The Agency will normally canvass qualified employees for volunteers and, where there are volunteers, shall select from among them. If there are more volunteers than needed for the detail, then the most senior qualified volunteers will be selected by Service Computation Date (SCD). If there are an insufficient number of volunteers, then the least senior qualified employee(s) will be selected.

D. Notice to Employee: Employees will be notified at least three (3) pay periods prior to the beginning of the reassignment.

1. When an employee is reassigned, a summary rating (closeout) must be prepared by the former supervisor within thirty (30) calendar days and forwarded to the gaining/new supervisor with a copy to the employee.
2. A new performance plan will be provided to the employee within thirty (30) calendar days from the effective date of the reassignment.

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E. Other Reassignments: Any other forms of reassignments that are noted in other articles (e.g. RIF, Reasonable Accommodation, and Worker's Compensation) shall follow the procedural requirements found in those respective articles.

F. Leave: All leave previously requested and approved in the Automated Time and Attendance Production System (ATAAPS) will be transferred with the employee. Employees must communicate all leave that was previously approved with new supervisor in advance and the supervisor will notify the employee if mission requirements preclude the leave.

SECTION 7. EMPLOYEE INITIATED REQUESTS FOR REASSIGNMENT: Employees may request a reassignment in writing. Requests for a reassignment are not an entitlement and any request of an employee seeking reassignment shall be given prompt and fair consideration.

A. Type of Requests:

1. Location- to work in a particular geographical location;
2. To work in a particular building or facility;
3. To a particular work unit;
4. Hardship- e.g., a child custody situation or serious medical condition of the employee or of an immediate family member that requires the employee to relocate to another geographical area;
5. Other requests as negotiated between the supervisor and the employee.

B. Conditions for Employee Requests:

1. An available vacancy (or vacancies) must exist within DHA;
2. The employee must meet the qualifications for the position (e.g. specialized experience, time in grade, and physical requirements);
3. The employee must be performing at an acceptable level of performance (unless the receiving supervisor waives this requirement);

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4. If two or more bargaining unit employees request a reassignment to the same vacancy, the Agency will select the most senior qualified volunteer; and
5. The selected employee shall normally be released and reassigned within two (2) full pay periods after written notification of approval.

SECTION 8. RELOCATION: When making a decision to relocate an employee to another duty location (to include relocation from one facility to another) management will be guided by objective considerations in support of the Agency's mission and/or to promote the efficiency of service.

A. Identifying Employees for Relocation: Relocation opportunities will be given to the most senior qualified volunteer or to the least senior qualified employee, if no one volunteers.

B. Notice to Union: In accordance with the mid-term bargaining obligations at law, rule, regulation and any agreement between the Parties, the Agency will provide notice to the Union, including the reasons for the relocation, the number and title(s) of positions affected, and the actions the Agency intends to take to reduce the impact on employees.

C. Relocation Expenses: Relocation expenses for an employee whose duty station changes, either voluntarily or involuntarily, shall be handled in accordance with the Joint Travel Regulation (JTR) and pursuant to all relevant law, rule, and regulation regarding relocation.

D. Notice to Employee: If the reassignment is outside of the local commuting area, as defined by the JTR, of the office or facility the employee is reassigned from, the employee shall be notified at least thirty (30) calendar days for CONUS relocations and at least forty-five (45) calendar days for OCONUS relocations in advance.

E. Other Procedures: All other procedures applicable to reassignments above shall also apply to relocations.

SECTION 9. UNION REPRESENTATIVES: The Agency will make every effort to avoid placing a Union representative on a detail, reassignment, or relocation that would prevent that representative from performing their representational functions, unless the employee requests or volunteers for the detail, reassignment or relocation.

WORKING ENVIRONMENT

ARTICLE 21
HEALTH, SAFETY AND ENVIRONMENT

SECTION 1. GENERAL PROVISIONS:

A. Maintaining a safe and healthy work environment is a shared value by both the Agency and Union and is necessary for the accomplishment of the mission and contributes to a high quality of life for employees. Both parties agree to encourage all employees to observe safe work practices and safety precautions in performing their duties and to promptly report hazards (conditions considered to be unsafe and/or unhealthy) to their immediate supervisor, their assigned additional duty safety officer or to the local DHA Safety Office.

B. Occupational Safety and Health Act (OSHA) Program: It shall be the responsibility of the Agency to establish and maintain an effective and comprehensive Occupational Safety and Health Program in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970 (referred to as the Act, 29 Code of Federal Regulations (CFR) Part 1960), and pursuant to current or existing Executive Orders pertaining to Safety and Health.

SECTION 2. RESPONSIBILITIES: The Agency and employees share the responsibility to maintain safe and healthful work conditions.

A. Right to Report: The Agency agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee who raises concerns or files a report about workplace conditions or activities that could harm workers or members of the public, e.g., whistleblower protections will apply.

1. Any employee, group of employees, or Union representative of employees who believes that an unsafe or unhealthful working condition exists in any worksite, has the right to report such condition to the Agency by way of any supervisor, manager, executive, Safety Office, the Safety Committees, and/or the Union.
2. When an employee reports that a dangerous or unhealthful condition may be present at a particular worksite, the Agency will acknowledge receipt of the report and coordinate a safety assessment.
 - a. If an investigation is initiated, the local Safety Office will report the findings, and any remedies implemented to the local Health and Safety office or Safety Representative within fifteen (15) calendar days of the final report.

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- b. The Union may request reports regarding dangerous or unhealthful conditions at a DHA Local level. The Agency will respond to these requests in no more than 15 calendar days. If the timeframe for the response extends past the normal grievance procedures timeframe, the Agency will extend the grievance timeframe to 15 calendar days following the response.

B. Training: The Agency shall ensure health and safety training is provided, appropriate to the specific work performed by the employee, on an annual basis. Employees are responsible to ensure all health & safety training requirements are met. Employees will not be required to perform duties involving known and/or potential safety or health hazards without first receiving:

1. Instructions concerning the hazards.
2. Proper work methods.
3. The protective measures and equipment to be used to mitigate the hazard.

C. Safety Personnel Lists: The Agency will provide a list of safety POCs at each facility annually. The list of safety POCs will be accessible on the Agency website.

D. Improving Safety Conditions: Employees may freely participate in the Agency's Occupational Health and Safety Program and may offer suggestions for improving safety conditions in the workplace at any time. The Agency acknowledges and agrees to correct any known unsafe conditions and to mitigate unsafe practices.

E. Voluntary Protection Programs (VPP): VPP promotes effective worksite- based safety and health. The Parties may consider the implementation of VPP.

SECTION 3. SAFETY COMMITTEES:

A. Both parties agree to the establishment of an Enterprise Health & Safety Committee whose principal function shall be to consult and provide policy advice on, and monitor the performance of, the Agency-wide safety and health program.

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B. Enterprise Health & Safety Committee. The parties agree to equal numbers of Agency and Union representatives. The parties shall exchange agenda items as far in advance as possible of the meeting.

1. Committee members will consist of:

- a. National Union Representatives or designee appointed by the Union council.
- b. Directors or Designated Agency officials with delegated authority to make decisions.
- c. Agency Safety Office representative.

2. Responsibility:

- a. At a minimum the committee will meet bi-annually.
- b. Mutually establish a committee charter or standard operating procedures.
- c. Mutually provide guidance regarding safety mitigation procedures.
- d. Assess the identified concerns in areas of the Agency that are not resolved at the local level.

3. Roles: A Co-Chairperson from both parties will be designated to coordinate agenda items.

C. Local Safety Committees: Local Health & Safety Committees will be established with the principal function to monitor and assist in the execution of the Agency's Safety & Health policies at the workplace within their local level.

- 1. Union Presidents at the local level may appoint DHA bargaining unit employee representatives to participate in local safety activities (e.g. safety inspections, fire drills) and committees.

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2. DHA bargaining unit employee representatives will be provided official time for participation on the Enterprise Health & Safety Committee, as well as local committees.
3. Access to reports necessary for full and proper discussion will be provided to both parties for committee meeting usage.

D. Union Rights: Union participation on safety committees will not be construed a waiver of the Union's right to obtain information pertaining to employee safety and the right to collective bargaining.

SECTION 4. RENOVATION AND CONSTRUCTION: Whenever management plans for renovations beyond normal maintenance to a workspace which will impact bargaining unit employees, the Agency will:

A. Notify the Union no later than 30 days before scheduled renovation. If the construction is due to an emergency, the Agency will notify the Union as soon as possible once they are aware of the emergent situation impacting bargaining unit employees.

B. Provide the timeframes that the proposed work will occur.

C. Isolate areas of significant renovation that are beyond normal maintenance, (e.g., painting, and carpet laying) from occupied areas not under construction.

D. Ensure adequate ventilation in accordance with American Society of Heating and Air Conditioning Engineers (ASHRAE) standards.

E. Where feasible, this work will be performed during evenings and weekends. The Agency will ensure that indoor air quality is suitable for the safe reentry of employees.

F. When Management or other appropriate authority determines that a dangerous/hazardous condition exists at a worksite, employees at that worksite and the Union will be notified as soon as practicable. Employees will not be required to work at a worksite that has been deemed dangerous/hazardous without proper precautions as determined on a case-by-case basis.

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SECTION 5. PERSONAL PROTECTIVE EQUIPMENT (PPE):

A. Provision of PPE: The Agency will provide the protective clothing, equipment, and safety devices to protect employees from hazardous conditions.

1. Protective clothing and equipment will be provided at no cost to employees when required by applicable OSHA regulations and standards or Agency requirements. Employees will adhere to the proper use of equipment and clothing in accordance with recommended safety standards. Training on the use of equipment will be provided to the employee.
2. Employees are neither expected or required to reuse or share the equipment, unless the equipment is designed for reuse or sharing, e.g., X-Ray aprons.
3. PPE will be replaced when it is no longer serviceable (e.g. past the expiration or service date) or fit for the purpose of protecting against occupational injury/illness.

B. Types of PPE: Commonly needed types of PPE include but are not limited to safety glasses and prescription safety glasses, safety shoes/boots, gloves, gowns, and hearing protection.

C. Medical PPE: The Parties agree that employees are an essential resource in caring for patients. The Agency will take appropriate precautions to prevent the spread of infectious disease. This includes following appropriate contagion protocols, ensuring ample supplies of medical PPE, e.g., masks and hand sanitizer, are available throughout Agency facilities, and encouraging use of those supplies.

D. Respirators: If respirators are required for safety and health, each employee will be fit-tested and trained on the proper care of the issued device, such as N95 respirator and other CDC approved respirators. Whenever the Agency is considering the use of different types of respirators the Union will be notified.

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SECTION 6. EXAMINATIONS AND PREVENTATIVE MEDICINE:

A. Medical Surveillance Examinations (MSE): In accordance with OSHA regulations, periodic exposure-related medical surveillance examinations and screenings will be coordinated for employees during duty hours. MSE's will be provided to employees at no cost when DHA Occupational Health Clinics are used. At the employee's expense, they may elect to designate a private physician to conduct the examination, review any findings, determinations, or recommendations which will be provided to the Occupational Health provider.

B. Other Medical Examinations: As required by OSHA regulations or applicable DoD Policies, employees will be provided with physical examinations (or other examinations) at no cost. The Agency will provide, or make arrangements for, health maintenance examinations for all Agency employees eligible for them. Upon request, employees will be informed of the results of their own evaluation. Supervisors shall allow duty time to attend such medical appointments as needed.

SECTION 7. IMMUNIZATIONS: Both parties agree that vaccinations and immunizations of employees assist in maintaining a high level of protection against epidemics of communicable diseases.

A. Immunizations required as a condition of employment will be provided at no cost to bargaining unit employees occupying positions with this requirement.

B. Notification of changes to immunization requirements for bargaining unit employees will be provided to the Union and opportunity to bargain prior to implementation.

C. Exemptions:

1. Employees pursuing a medical or religious exemption from immunization requirements as a condition of employment will follow the Reasonable Accommodation process.
2. Employees with an approved or pending exemption request shall not be -forced to participate.

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SECTION 8. ERGONOMIC ASSESSMENTS: Employees may submit a request for an ergonomic assessment, or provide a private physician's assessment, to their supervisor. If the assessment determines that equipment, including furniture, is required, or replacement of existing equipment is needed, the employee's supervisor will assist in procuring the equipment.

SECTION 9. PREGNANT WORKER: An employee who is pregnant and who works in an area that may potentially expose an unborn child to a health or safety risk is advised to call or report to the local Occupational Health Clinic (OHC) or first line supervisor as soon as the pregnancy is known. The Agency will follow DOL and OSHA guidelines and requirements related to pregnancy and nursing mothers.

SECTION 10. INFECTION CONTROL: When necessary to comply with infection control requirements, employees may be required to utilize additional safety equipment in performance of their duties to protect our patients and families. Supervisors will immediately arrange for employees who have been exposed to potentially infectious materials to report to the closest emergency room to assess the incident in accordance with Infection Control guidance.

SECTION 11. WORKPLACE VIOLENCE: Workplace violence is defined as "violent acts (including physical assaults and threats of assaults) directed toward persons at work or on duty".

A. Immediate medical assistance will be offered to any employee who is physically harmed as a result of workplace violence. Employees will be advised of the option to seek assistance for any emotional distress, either from Employee Assistance Program (EAP) or their private medical provider(s).

B. Possession or use of personal firearms or other dangerous weapons on federal owned or leased property is illegal per [18 USC Section 930(a) and (b)] and may be grounds for disciplinary action.

C. Reports:

1. Upon request, the Union will be notified of workplace violence incidents involving any BUE.

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2. Information will be redacted as necessary to protect the privacy rights of all concerned.
3. Upon request, the Agency shall provide completed incident reports on a timely basis without undue delay, normally not to exceed 30 calendar days. Following receipt of the completed report the Agency will extend the grievance time frame to 15 days.

SECTION 12. IMMINENT DANGER:

A. The term "imminent danger" means any conditions or practices in any workplace 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 CFR 1960.2(u)].

B. Imminent Danger Situations:

1. Right to Appropriate Relief:
 - a. An employee has a right to appropriate relief including the right to decline the performance of assigned tasks if there is a reasonable belief that 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.
 - b. The employee must report the situation by the most expeditious means possible to their supervisor or designated official who is immediately available.
2. Return to Work:
 - a. When the condition is corrected, the employee will be notified there is no longer an imminent danger, and the employee must return to work.
 - b. When the employee returns to work and believes the imminent danger still exists, then the employee will immediately notify the supervisor of the specific concerns regarding their return to work.

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- c. If the condition cannot be immediately corrected, then management shall initiate temporary measures to ensure work will continue in an alternative safe environment. The supervisor shall request an inspection by the facility safety and/or occupational health personnel to ensure the imminent safety risk or hazard has been resolved. The union will be notified of the request for an inspection.

C. Inspection: Upon request, a Union representative may be present during the inspection by the facility safety and/or health personnel when it is safe to allow them. 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 and contain a statement declaring the area or assignment to be safe. Once the investigation of the incident is completed and upon request, the investigation results will be provided to the Local Union by the Agency within a reasonable timeframe.

D. Evacuations: If there is an emergency situation in a work site, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Agency shall take precautions to ensure the safety and health of employees. Employees will not be readmitted to an evacuated area until it is determined that the danger no longer exists, and the area is safe.

SECTION 13. EMERGENCY NOTIFICATION: Announcements regarding delays and closures will be made by the Director as soon as possible and will advise whether non-essential personnel will be granted delayed arrival. Notifications to employees will be disseminated through mass notifications, web media, and other methods as available. Employees living in outlying commuting areas may request a later arrival time or request leave due to inclement weather or hazardous conditions.

A. DUA Controlled Facilities: The DHA Director, or designee, will announce the DHA facility closure, early departure, or delayed opening which impacts bargaining unit employees except for previously identified essential personnel.

B. Facilities on non-DUA Installations:

1. If the Installation Commander, or designee, announces a base closure, early departure or delayed opening, then the Agency will honor the guidance provided by the Installation Commander for the affected DHA facility.

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2. Subject to the aAgency's mission requirements, and employees previously identified as essential personnel, the Agency will honor the guidance provided by the Installation Commander for the affected DHA facility.
3. Employees will be notified of the decision for the installation closure, early departure or delayed opening and given procedures to follow. Consideration may be given for a staggered release.

C. Duty Status:

1. Essential personnel required to report for duty will receive their normal rate of pay for hours worked.
2. Employees who are prevented from reporting to work due to the closure of all or part of a facility should be granted authorized absence in accordance with OPM guidance and/or government-wide regulations. The Agency will annually communicate these procedures to employees.
3. Employees previously approved to telework or remote work, will be expected to work their regular tour of duty unless the emergency prevents work at their alternate duty station.

SECTION 14. INDOOR AIR QUALITY:

A. Requirements: The Agency shall provide safe and healthy indoor air quality by conforming to applicable laws, guidelines, and regulations specific to the geographical location. Reasonable efforts will be made to provide comfortable humidity and temperature control.

B. Outside Contamination: In all facilities the Agency shall ensure that appropriate measures are taken to minimize and/or eliminate the impact of contamination from outside sources such as garages, cooling towers, building exhausts, etc. Where the levels of such contaminants become a threat to health, the Agency will either seek to relocate or evacuate the facility.

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C. Inspections: On-site inspections will be conducted when a problem concerning Indoor Air Quality or Building Related Illness is formally brought to the Agency's attention. Indoor Air Quality will be evaluated in accordance with applicable laws, guidelines, and regulations specific to the geographical location. The Agency will provide the Union a copy of the resulting report.

D. When the Agency cannot provide a safe and healthy workspace consistent with the requirements above, it will make alternative arrangements which may include temporary relocation of employee(s) or telework in accordance with this agreement. Any employee in positions not eligible for telework may be eligible for situational telework or administrative leave.

SECTION 15. HAZARDOUS DUTY PAY AND ENVIRONMENTAL PAY: Employees eligible for hazardous duty pay or environmental differential pay will verify their status with the immediate supervisor. If at any time an employee and/or the Union believe that hazardous or environmental differential pay is warranted under applicable laws, rules and regulations, the matter may be elevated to Step 3 of the Negotiated Grievance Procedure.

SECTION 16. ARRANGEMENTS FOR HEALTH HAZARDS INVOLVING COMMUNICABLE DISEASES:

A. Exposure in Performance of Duties: The Agency will provide timely assessment and/or testing for employees who reasonably believe they were exposed to a serious infectious disease, including TB and blood borne pathogens, while performing their duties. There will be no charge to the employees for leave or cost for the exam when conducted at Agency controlled facilities.

B. Leave for Communicable Disease: An employee who becomes ill as a result of a communicable disease while performing their duties may be eligible for leave options such as: Administrative Leave, Office of Worker's Compensation Program (OWCP), or Voluntary Leave Transfer Program (VLTP).

C. Suspected but Unverified Disease: If an employee is suspected to have contracted an unverified communicable disease the following may occur:

1. Under the direction of the supervisor, the employee may be sent home from the worksite without charge to personal leave.

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2. If the employee is sent home, once the employee is medically cleared, then the employee must be available to return to duty as directed by the supervisor.
3. If it is verified that the employee contracted a communicable disease and not medically cleared to return to duty, then the employee may request to use sick or other leave.

D. Arrangements for Pandemics: The Agency may authorize situational telework or other temporary arrangements during a declared pandemic. During a pandemic, and in accordance with guidance from OPM or other recognized authority, the requirements for telework may be temporarily waived to benefit both the Agency and the employee.

SECTION 17. TREATMENT AT AGENCY FACILITIES:

A. On-the-Job Injury: An employee has the initial choice of treatment from any physician or available Agency medical facility. The employee may select any qualified private physician or hospital that accepts Federal Workers Compensation to provide necessary treatment. If an employee elects to submit a workers compensation case, the employee or designee will file a claim through the eComp claims process with Department of Labor.

B. Notice to Supervisors: Employees who experience an on-the-job injury that requires immediate medical attention shall notify their supervisor (or management official) as soon as possible when it is necessary to leave the worksite to seek treatment for a medical condition.

C. First Aid and Emergency Care: Treatment may be rendered at Agency facilities when first aid treatment of an injury or illness becomes necessary during working hours and is within the competency of the professional staff and facilities. In cases where emergency treatment is not available onsite, the employee will be transported to the nearest medical facility if necessary.

ARTICLE 22
EQUAL EMPLOYMENT AND RESOLUTION MANAGEMENT

SECTION 1. POLICY:

A. The Agency and the Union agree that in their respective policies and practices, they shall not discriminate against any employee on the basis of race, color, sex (including, but not limited to, sexual harassment), sexual orientation, gender identity, national origin, religion, age, disability, genetic information, marital status, political affiliation, pregnancy, retaliation, equal pay/compensation or other protected classes or groups and shall promote a workplace free of harassment based on any of these prohibited factors.

B. The Agency continuously strives to promote a positive equal opportunity program by developing policies, practices, and procedures.

C. The Agency will issue a statement annually to be electronically distributed to all employees declaring the agency's EEO Policy. The Agency is committed to fostering an inclusive workforce through recruitment, hiring, effective outreach, and employee development.

1. The Agency will take prompt and appropriate corrective and/or disciplinary action, to include dismissal, when a DHA employee, agent of the DHA, or non-employee is found to have engaged in discrimination, retaliation, or harassment.
2. Reprisal against one who engaged in protected activity will not be tolerated, and the agency supports the rights of all employees to exercise their rights under the civil rights statutes.

SECTION 2. AGENCY COMMITMENT: The Agency will fully commit, embrace, and support the EEO principles and policies with mutual respect for all.

A. Communication:

1. The Agency agrees to post the Office of Equal Employment and Resolution Management (OEERM) and Force Resiliency Office (FRO) contact information via local bulletin boards throughout the agency and on the Agency's intranet.

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EQUAL EMPLOYMENT AND RESOLUTION MANAGEMENT

2. The Agency agrees to advertise EEO programs, including Reasonable Accommodation (RA), on the main page of the DHA Intranet/SharePoint Page annually. The site will include information describing the procedures associated with the specific types of EEO programs and their processes.

B. EEO Program: The Agency's EEO Program shall be designed to promote equal employment opportunity in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations and conduct a continuing campaign to eradicate every form of prejudice or discrimination from the agency's personnel policies, practices and working conditions.

SECTION 3. EEO COMPLAINT PROCEDURES:

A. Complainants and Witnesses: Employees are authorized a reasonable amount of duty time to prepare for EEO related meetings. When participating in a meeting directed by the Agency or an EEOC administrative judge, employees must arrange the use of duty time with their supervisors in advance.

B. Timelines: The EEO complaint process begins with the complaining employee contacting an EEO Counselor within 45 calendar days of the alleged discriminatory action or within 45 calendar days of when the employee became aware of the alleged discrimination. An employee may not file a formal EEO complaint and a grievance on the same matter; whichever is filed first shall be considered an election to proceed in that forum.

C. Union Representation: An employee has the right to be accompanied, represented, and advised by a representative of their choice at any stage of the complaint process under the EEO administrative complaint process or Grievance and Arbitration Article. 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 their personal representative in writing.

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D. Official Time: A union representative, or other employee of the Agency, serving as a personal representative or witness on behalf of either party in an EEO complaint filed under the agency's EEO complaint process, is entitled to a reasonable amount of duty time to perform this function, regardless of their tour of duty. The Agency is not obligated to change work schedules, incur overtime wages, or pay travel expenses for the personal representative.

E. Mixed Case Appeals: 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 a protected class or group, as outlined in Section 1 above. An employee may file an EEO complaint with the Agency under the Agency EEO complaint procedures or an appeal with MSPB under the MSPB procedures. An employee may not file a mixed case complaint under the Agency'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.

SECTION 4. REASONABLE ACCOMMODATION: A reasonable accommodation (RA) can be a modification or adjustment in the way things are customarily done in the performance of a job or an employment practice that makes it possible for an individual with a disability to enjoy an equal employment opportunity.

A. Provision of Reasonable Accommodation: Pursuant to Rehabilitation Act of 1973, Section 501 requires the Agency to provide reasonable accommodation to qualified individuals with disabilities who are employees, unless to do so would cause undue hardship on the Agency.

B. Categories for Reasonable Accommodations: The categories of "reasonable accommodations:

1. Modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires; or
2. Modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or

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3. Modifications or adjustments that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities.

C. Common Types of Accommodations: Management may provide any appropriate reasonable accommodations in accordance with applicable laws, rules and regulations.

D. Procedures: Reasonable Accommodation is meant to be an interactive process between the supervisor (or designated official), employee, and EEO representative to discuss and finalize reasonable accommodation options.

1. The employee's request for reasonable accommodation, orally or in writing, will be submitted to the supervisor or designated management official. The supervisor must begin processing a Reasonable Accommodation request upon receipt.
2. The accommodation request will be reviewed and processed in accordance with applicable laws, rules and regulations.
3. If known, the employee is encouraged to be as specific as possible on accommodation(s) needed (e.g. adaptive equipment, reader, or interpreter, etc.). Medical documentation will be handled in accordance with Health Insurance Portability and Accountability Act (HIPAA) and Privacy Act requirements.
4. Union Representation: During the process to identify a reasonable accommodation, the employee has the right to have Union representation for their support, if they choose.
5. Once submitted, the employee's request for Reasonable Accommodation will be acknowledged within ten (10) calendar days.
6. If the request is denied, the reason(s) for the denial will be provided in writing.
7. The Agency may request additional medical documentation from the employee. If the supervisor wishes to obtain additional medical documents or records from a medical provider, he or she shall provide the employee with written notification of the specific information required.

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8. If the supervisor believes that a previously approved accommodation should be reviewed or modified, they shall contact the DPM for guidance prior to requesting documentation or taking other action.

SECTION 5. PREGNANCY-RELATED ACCOMMODATIONS: Employees can use the accommodations process as described above for pregnancy-related conditions. EEOC enforces three federal laws that protect employees who are pregnant. Those three federal laws are Title VII of the Civil Rights Act of 1964, Pregnant Workers Fairness Act (PWFA) and the Pregnancy Discrimination Act of 1978.

A. Under the Pregnant Workers Fairness Act (PWFA), an employer must accommodate a worker's known limitations related to pregnancy, childbirth, or related medical conditions, absent undue hardship on the Agency. The PWFA prohibits an employer from forcing a worker to accept an accommodation.

B. All requests for accommodations will be handled on a case-by-case basis in accordance with all applicable federal rules, law and regulations.

SECTION 6. NURSING MOTHER:

A. The Agency shall provide reasonable break time and a private space, with locking capabilities, if possible, to pump at work for up to one year after their child's birth.

B. The Agency shall provide a room, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public to express breast milk.

C. The designated area must function as a suitable space for pumping breast milk. An employer may temporarily designate a space or make a space available when needed by the employee.

D. Employee complaints regarding non-compliance to the PUMP Act may be filed directly with the Department of Labor and or by using the negotiated grievance procedures depending on the nature of the complaint.

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EQUAL EMPLOYMENT AND RESOLUTION MANAGEMENT

SECTION 7. ACCOMMODATION FOR RELIGIOUS NEEDS: Employees may request accommodation for religious needs. Accommodation of employees with religious needs will be addressed consistent with 29 CFR 1614.102(a)(7), Title VII of the Civil Rights Act of 1964, EEOC, and other applicable rules, laws, and regulations. Title VII prohibits disparate treatment, job segregation, or harassment based on religious belief or practice (or lack thereof), as well as retaliation for the exercise of EEO rights.

SECTION 8. INFORMATION REQUESTS: The Union may request information regarding EEO from the Agency in accordance with 5 U.S.C. 7114(b)(4).

SECTION 9. UNION PARTICIPATION: The Union will be notified of, and provided with, the opportunity to be present in any formal discussion affecting the terms and conditions of employment for BUE employees. Employees may request a Union representative during the EEO complaint process. When requested by the employee, the representative can attend meetings or discussions in reference to their complaint.

SECTION 10. ANTI-HARASSMENT: The Agency is committed to maintaining a workplace free of harassment.

A. Harassment is any unwelcome verbal or physical conduct based on protected categories such as race, color, religion, sex (including sexual orientation, gender identity, and pregnancy), national origin, age (40 and over), disability, protected genetic information, or protected Equal Employment Opportunity (EEO) activity.

B. Prohibited harassment also includes behaviors that are unwelcome or offensive to a reasonable person, interferes with work performance, and creates an intimidating, hostile, or offensive work environment. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures.

C. There is no time limit on when employees can report harassment. Any employee who believes they have been subjected to harassment may report the matter to their immediate supervisor (or second-line supervisor in the event the first-line supervisor is the alleged harasser) or the DHA Anti-Harassment Program. Employees can also file an EEO complaint for the same harassment issue within the prescribed timelines for EEO complaints (45 calendar days to contact an EEO counselor).

ARTICLE 22
EQUAL EMPLOYMENT AND RESOLUTION MANAGEMENT

D. Employees may report sexual assault, 24/7, to the DoD Safe Helpline at 877-995-5247 or www.safehelpline.org for sexual assault assistance.

ARTICLE 23
PROFESSIONAL STANDARDS AND LETTER OF EXPECTATIONS

SECTION 1. PROFESSIONAL STANDARDS GUIDE: Any Professional Standard Guide or Letter of Expectations currently in use shall remain in force and applicable to the respective Bargaining Unit Employees as far as they do not conflict with the Master Labor Agreement.

SECTION 2. MODIFICATIONS: Should the Agency wish to institute a single Professional Standards Guide or wish to modify or update the Professional Standards Guides, the Agency shall provide the Union notice and an opportunity to bargain in accordance with the Mid-Term Bargaining Article of this agreement.

ARTICLE 24 DRESS CODE AND ATTIRE

SECTION 1. GENERAL: The Agency and Union agree that a dress code helps to maintain a professional work environment. Employees are expected to comply with reasonable dress and grooming standards based on working conditions in accordance with safety and health protocols.

SECTION 2. DRESS AND GROOMING: Employees are expected to dress appropriately according to the position occupied and maintain adequate personal hygiene. The following factors should be considered for attire:

1. Work attire should complement an environment that reflects an efficient, orderly, respectful, and professional organization.
2. Work attire should not be considered offensive, disruptive, or unsafe.
3. Work attire should not be revealing, such as showing undergarments.

SECTION 3. STANDARDS: Dress code issues will be resolved in a fair and equitable manner.

1. Military grooming and appearance standards do not apply to civilian employees.
2. The Agency will not discriminate or prohibit clothing, jewelry, hairstyles, hair texture, etc. based on religious beliefs or ethnicity.
3. Matters related to the wearing of Personal Protective Equipment (PPE) will be addressed in accordance with the Health & Safety Article.

SECTION 4. UNIFORMS: Matters related to the wearing of Uniforms will be addressed in accordance with the Uniforms Article.

ARTICLE 25 UNIFORMS

SECTION 1. PURPOSE:

A. Governing Regulations: Uniforms for all employees are authorized in accordance with 5 USC §5901-5903, and as interpreted and implemented by the Office of Personnel Management (OPM). This article establishes procedures and responsibilities for acquiring, wearing, maintaining, and exchanging of official Agency uniforms.

B. Authorized and Prescribed Uniforms: An employee who is required by the Agency to wear a uniform shall be issued uniforms in accordance with law and government wide regulation. As used in this Article, the term "uniform" shall mean a specific and distinctive article of apparel specifically "prescribed" for employee wear by the Agency. 11Authorized" uniform items include those substitute clothing items which are purchased by the employee within the standards of the prescribed uniforms. The Agency shall identify the category of employees required to wear (i.e., prescribed to wear) uniforms, such as scrubs or lab coats. Employees will bear the expenses associated with the maintenance and cleaning of authorized, but not prescribed, personally owned substitute uniforms. The Agency will assume the responsibility for routine cleaning and maintenance of prescribed uniforms (e.g., hospital issued scrubs).

SECTION 2. UNIFORMS FOR FOOD AND NUTRITION SERVICES (FNS): The FNS uniform will consist of a chef's jacket, shirt, smock or apron, pants or dress, t-shirt (not undershirt), hair cap or chef hat, as well as a jacket or sweater when appropriate, which will be provided by the Agency at no cost to the employee. Four uniforms will be provided upon initial hire and two new uniforms each year thereafter. Up to two additional replacement uniforms shall be provided annually upon demonstrated need. FNS employees will also be provided with at least one pair of skid resistance shoes each year, and waterproof or safety shoes where necessary to maintain safe working conditions. For FNS employees, routine laundering of the uniforms is their responsibility.

SECTION 3. UNIFORMS FOR OTHER REPRESENTED EMPLOYEE TITLES: The Agency agrees to meet with the Union upon request to negotiate coverage of uniforms for other represented job titles in the bargaining unit.

ARTICLE 25 UNIFORMS

SECTION 4. ALTERATIONS AND REPAIRS: The Agency will be responsible for the initial alterations, embroidery, and tailoring required such that the issued uniform is properly fitted and meets Agency requirements. With the written permission of the Agency, employees may have their names embroidered on their uniform items or otherwise alter, change or tailor the prescribed and issued uniforms. The Agency agrees to make provisions for turn-in and reissue of uniforms due to normal wear-and-tear which will be accomplished without cost to the employee.

SECTION 5. IDENTIFICATION INSIGNIA:

A. Agency Issued Identification Badge: Employees whose duties routinely bring them into contact with patients need to wear an easily read identification badge showing name and position title. Identification badges must be furnished at the Agency's expense.

B. In all cases where employees are required to wear badges, it is understood that the Agency will provide the badge at Agency expense.

C. Other Insignia: Insignia indicating membership in the Union may be worn by any employee. Insignia indicating membership or certification by an approved professional or occupational organization may be worn with the permission of the Agency. The cost of such insignia is the employee's responsibility.

SECTION 6. TIME TO CHANGE IN AND OUT OF UNIFORMS: This subject is addressed in the Hours of Work Article.

SECTION 7. STORAGE:

A. Securing Valuables: When the Agency requires an employee to change into a uniform, a securable storage space of appropriate size for personal valuables will be provided. If there is a shortage of space, storage space may be limited to duty hours.

B. Searches: Any search of these secure storage lockers/cabinets must be done for good cause and in compliance with applicable laws and regulations. The Agency agrees to continue the current policy of at least two agency officials being present during any search of the lockable storage. Except for an emergency or when pursuant to a criminal investigation by an outside entity, the Agency will allow a Union Representative to observe the search.

ARTICLE 25
UNIFORMS

SECTION 8. CHANGES: Any proposed changes in the current style, color, texture, or design of uniforms currently in existence shall be forwarded to the Union for bargaining. Nothing will prevent the Parties from negotiating to establish requirements for determining an initial and annual uniform allowance.

ARTICLE 26 DRUG FREE WORKPLACE

SECTION 1. PURPOSE: The Agency and the Union agree on the importance of promoting a Drug-Free Workplace. The Agency's Drug-Free Workplace Program (DFWP) sets forth objectives, policies, procedures, and implementation of guidelines to achieve a drug-free workplace consistent with applicable Executive Orders, laws, rules, and regulations.

SECTION 2. DFWP NOTICE TO EMPLOYEES: The Drug Free Workplace Coordinator will disseminate an annual notice as a reminder to employees that they remain in drug tested position.

SECTION 3. TESTING DESIGNATED POSITIONS: A Testing Designated Position (TDP) is a position approved for random testing by the Department of Health & Human Service (DHHS) Interagency Coordinating Group Executive Committee, Substance Abuse and Mental Health Service Administration (SAMHSA). The designation of testing positions will be done in accordance with applicable laws, rules and regulations. If a position is reclassified as a testing designated position, the Union and bargaining unit employee will be notified.

SECTION 4. TESTING CATEGORIES: The Parties agree that the testing referred to by the term "drug test" currently means "urinalysis." Employees may be subject to:

A. Random Testing:

1. TDP Designation: That the employee's position has been designated a "Testing Designated Position".
2. Random Testing Notification: Informing them that they are subject to random drug testing to begin no earlier than thirty (30) days from receipt of such notice.
3. Notice of Test: An individual selected for random testing shall be notified the same day the test is scheduled. The supervisor will notify the employee with the Employee Notification Form in private no earlier than two (2) hours before they must report to the test. The notification will explain that they were selected randomly.
4. Deferral of Testing: An employee selected for random drug testing may obtain a deferral of testing if the employee's first line and higher-level supervisors concur that the request meets the requirements for a deferral on the grounds that the employee is:

ARTICLE 26
DRUG FREE WORKPLACE

- a. In a leave status (sick, annual, administrative, or leave without pay), or
 - b. In official travel status away from the test site or is about to embark on official travel scheduled prior to testing notification.
 - c. Engaged in duties such that absence of the employee for testing could potentially cause undue harm to an individual patient's care.
5. Post Deferral: An employee whose random drug test is deferred will be subject to an unannounced test within the following 60 days.

B. Non-TDP Testing: All employees, regardless of TDP designation, may be subject to testing based on a reasonable suspicion that the employee used or uses illegal drugs. The Agency is authorized to test an employee for illegal drug use under the following circumstances:

1. Reasonable Suspicion: When there is a reasonable suspicion that any employee uses illegal drugs; such testing may be directed for employees encumbering non-TDPs only if there is reasonable suspicion of illegal drug use during duty hours or of performing work while impaired.
 - a. If an employee is suspected of using illegal drugs, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion. This information will be presented in a written document to the next level supervisor or a higher-level individual above the supervisor making the finding that a reasonable suspicion of illegal drug use exists. The Drug Program Coordinator and the DHA Office of General Counsel shall be informed immediately.
 - b. The information gathered by the supervisor should include the appropriate dates and times of reported drug related incidents, reliable and/or credible sources of information, rationale leading to the test, and the action taken.
2. Work-Related Accident or Unsafe Practice: When an employee is reasonably suspected of having caused or contributed to a work-related accident or unsafe practice.

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DRUG FREE WORKPLACE

3. Follow-Up to EAP Counseling and Rehabilitation: As part of, or as a follow-up to, counseling or rehabilitation for illegal drug use through an EAP.
4. Procedures:
 - a. Written Notice: If drug testing is ordered based on reasonable suspicion, the Agency agrees to provide written notice to the affected employee. The notice will explain the basis of the reasonable suspicion, the consequences of refusal to submit to the drug test, and the consequences of a positive drug test.
 - b. Sufficient Cause: Reasonable suspicion does not require certainty; however, "hunches" or "rumors" are not sufficient to meet this standard. The suspicion must be based upon specific objective facts and inferences drawn from these facts such as:
 - i. Direct Observation: Observable phenomena such as direct observation of drug use or possession of drugs or paraphernalia and/or the physical symptoms of being under the influence of a drug.
 - ii. Abnormal Conduct: A pattern of abnormal conduct or erratic behavior that evidence symptoms of drug use.
 - iii. Credible Information: Information provided by creditable sources or independently corroborated.
 - iv. Arrest or Conviction: Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking.
 - v. New Evidence: Newly discovered evidence that the employee has tampered with a previous drug test, such as the temperature or color of the urine sample.

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DRUG FREE WORKPLACE

SECTION 5. SAFE HARBOR:

A. The purpose of this program is to assist employees who are seeking treatment for substance abuse. Upon self-disclosure by an employee that elects to enter Safe Harbor, the Agency will not initiate disciplinary action against employees who satisfy the following safe harbor requirements:

1. Voluntarily admits to substance abuse prior to being asked to provide a urine sample.
2. Enroll in EAP or a counseling program.
3. After completion of the program the employee must remain free from substance abuse.

B. Although this program is available, if the employee is in a sensitive position, they will be temporarily removed from the position and detailed to other duties.

SECTION 6. TESTING SITE:

A. Duty to Report: Upon the direction of the Agency, an employee who is to be tested will report to the designated location where the drug test will be conducted.

B. Conduct of Test: The test site (collection) and Collection Personnel will conform to DHHS guidelines which also state that only civilians (including contractors) will conduct the test. All tests will be conducted on Agency premises, normally at employee's duty location. If a conforming testing site is unavailable at an Agency work location the bargaining employees will be directed to another Agency facility on duty time and may request travel expenses through the Defense Travel System.

C. Instructions: Step-by-step instructions for collection will be provided to employees at the testing site.

ARTICLE 26
DRUG FREE WORKPLACE

SECTION 7. COUNSELING AND REHABILITATION:

A. Referral and Testing: The Agency agrees that an employee found to use illegal drugs will be referred to the Employee Assistance Program (EAP). The employee will be notified of the consequences of refusal to obtain counseling or rehabilitation through the EAP after a finding of illegal drug use. If the employee chooses to participate in a drug treatment and rehabilitation program, further urinalysis may be conducted as recommended or required by the treatment program.

B. Return to Duty: As part of a rehabilitation or counseling program, the Agency may, at its discretion, allow an employee to return to duty in a sensitive position if it is determined that this action would not pose a danger to public health or safety or the national security.

SECTION 8. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION:

A. General: The results of a drug test of an employee may not be disclosed without the prior written consent of such employee, unless the disclosure would be:

1. To the Medical Review Officer (MRO).
2. To the EAP Administrator in which the employee is receiving counseling or treatment or is otherwise participating.
3. To any supervisory or management official within DHA having authority to take adverse personnel action against such employee, or
4. Pursuant to the order of a court of competent jurisdiction or where required by the United States Government to defend against any challenge against any adverse personnel action.

B. Confidentiality of Rehabilitation Records: Procedures for release of information about treatment to medical personnel and courts will be in accordance with laws, governing records, and confidentiality.

SECTION 9. DISCIPLINE AND ADVERSE ACTIONS: Please refer to the Adverse Actions and Disciplinary Article.

ARTICLE 26
DRUG FREE WORKPLACE

SECTION 10. LAST CHANCE AGREEMENT: In response to proposed discipline, the parties recognize that Last Chance Agreements (LCA) are a useful tool to afford an employee. This option only applies in the first instance of substance abuse and does not apply if severe, egregious, or criminal misconduct is involved. If the Deciding Official considers offering the employee a LCA the following requirements apply:

1. The terms of the LCA must be mutually agreed upon by the employee and the Deciding Official.
2. The employee's representative may advocate on behalf of the employee.
3. If the employee violates the terms of the LCA, the proposed action under Section 9 of this article will be processed.

SECTION 11. UNION NOTIFICATION: The Agency shall provide notice to the Union and an opportunity to bargain the impact and implementation of any changes to the DFW Program. The Union will have an opportunity to meet and bargain with the Agency over such changes.

ARTICLE 27
ELECTRONIC SURVEILLANCE AND USE OF RECORDING DEVICES

SECTION 1. GENERAL: The Parties recognize that surveillance is conducted for safety and internal security reasons.

SECTION 2. DISCIPLINARY ACTIONS: If the Agency uses electronic surveillance footage during an investigation, the following shall apply if a disciplinary/adverse action is proposed against an employee covered by a collective bargaining agreement:

1. The Union, if representing the employee, will be given a copy of all relevant evidence collected;
2. The Union, if representing the employee, will be provided a copy of the pertinent recordings that will be used during proposed adverse actions; and,
3. Upon request by an affected employee, the Union will be allowed to provide representation in any subsequent discussions or proceedings.

SECTION 3. FUTURE NEGOTIATIONS: The Union is not precluded from any further negotiations on the impact and implementation of electronic camera surveillances.

SECTION 4. EXPECTATION OF PRIVACY: The Agency shall not use any electronic surveillance devices (including sound, voice or video recording or monitoring devices) to record or monitor employees in areas designed for the health or personal comfort of the employees or for safeguarding of their possessions, such as restrooms and locker rooms. The lounges and break rooms will not be monitored except for specific legitimate security reasons. Designated locations for union activities (i.e. union offices, meetings) will maintain privacy.

SECTION 5. NOTICE: The Union will be given notice of any non-medical and non-criminal surveillance program that impacts bargaining unit employees. Such notice shall include:

1. What information is to be collected (e.g., nature and source);
2. Why the information is being collected (e.g., to determine eligibility);
3. Intended use of the information (e.g., to verify existing data);

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4. With whom the information will be shared (e.g., another agency for a specified programmatic purpose);
5. What opportunities individuals will be offered to consent or decline consent to the particular use of the information;
6. How the information will be secured (e.g., administrative and technological controls); and
7. Whether a record of the surveillance recordings is being created under the Privacy Act, 5 U.S.C. 552a

BENEFITS

ARTICLE 28

TRAINING AND CAREER DEVELOPMENT

SECTION 1. GENERAL PROVISIONS: The Agency will provide training and career development opportunities to employees of the bargaining unit. The Agency is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.

SECTION 2. TRAINING COSTS:

A. Approved Required Training: For supervisor-approved, Agency-required training, depending on the availability of funds and training priorities, the Agency shall pay all necessary and appropriate expenses for the training. Necessary expenses shall include costs of tuition or registration, required textbooks, and other expenses as appropriate, as well travel costs, pursuant to applicable laws, rules, regulations, and this agreement.

B. Approved CME and Non-Required Training: For approved Continuing Education training necessary to maintain certifications, licensure requirements, or for any approved training which is not required by the Agency, depending on the availability of funds and training priorities, the Agency shall either pay all necessary and appropriate expenses for the training, or shall make approval of such training contingent upon an agreement by the employee to share costs with the Agency.

C. Approved Conferences and Meetings: For supervisor-approved conferences and for meetings authorized by 5 U.S.C. §4110, where there are not sufficient funds, approval for leave for such training may be made contingent upon an agreement by the employee to share costs with the Agency. When there are sufficient funds, the Agency shall pay for employees' attendance and necessary expenses when the following criteria are met, as provided in 5 C.F.R. §410.404:

1. The announced purpose of the conference is educational or instructional.
2. The content is germane to improving individual or organizational performance.

SECTION 3. RIFS, REASSIGNMENTS AND NEW ASSIGNMENTS:

A. New Duties: When employees are reassigned to a new position or assigned to new duties in connection with their current positions, or where there are major technological changes, the Agency will provide the training necessary to enable employees to perform all required duties.

ARTICLE 28
TRAINING AND CAREER DEVELOPMENT

B. Reorganizations: Where there is reorganization RIFs, or other major actions which could have an impact on job security, the Agency will allow employees to integrate into existing or projected vacancies, consistent with budget and staffing restrictions.

SECTION 4. SCHEDULED TRAINING:

A. Required Training: When training required by the Agency is conducted during an employee's regularly scheduled work hours, he or she will be granted excused absence to attend.

B. Approved Training: When training is approved under this Article, the Agency will make a good faith effort to grant excused absences from work or make schedule adjustments to accommodate an employee's training or educational program.

C. Cancellation: Scheduled training may be canceled if the employee accepts another position outside the Agency.

SECTION 5. TRAINING INFORMATION:

A. Provision of Information: The Agency shall inform employees, at least annually, about Agency training opportunities, policies, and nomination procedures. Upon request, the Agency will advise individual employees of training opportunities that meet identified educational or career objectives.

B. Updates: The Agency will maintain up-to-date information about training courses, programs, and seminars conducted or sponsored by the Agency or available from some other source. This information shall be accessible to employees and publicized in such a way as to provide adequate notice to interested employees.

SECTION 6. NOTIFICATION:

A. Nomination: The nomination and/or selection of employees to participate in training and career development programs and courses shall be in accordance with EEO guidelines and consistent with other applicable laws, rules, regulations, and the terms of this agreement.

ARTICLE 28
TRAINING AND CAREER DEVELOPMENT

B. Notice of Approval: Employees will be notified of approval or disapproval of training requests as soon as possible but in every case prior to the starting date of the training.

C. Non-Selection: If not selected for training, the employee will be notified.

D. First Consideration Funding: 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 when possible.

SECTION 7. EQUIPMENT AND TIME FOR CONTINUING EDUCATION:

A. Approval of Duty Time: Approval for duty time will normally be granted for approved continuing education, absent compelling business reasons (to include coverage and/or mission requirements). If the request for duty time is denied, the Agency will provide the reason for the denial in writing.

B. Outside Programs: Each employee may request Administrative Leave or duty time, to pursue professional development and training programs administered by organizations other than the Agency. The professional development training program must be related to the employee's position or the next progressive position within that employee's job series and/or occupational series or related to the advancement of the Agency's mission.

C. Professional Development and Community Service: Approved absence, including LWOP, may be granted at the discretion of the supervisor for personal development or approved Agency educational purposes. Community service activities in line with the Agency's goals are also covered by this provision. These activities, courses of study, or research opportunities must be in line with a type of work performed by the Agency and contribute to the mission of the Agency.

D. On-line Courses: With supervisor approval, employees may use the Agency's computers to enroll in and take Agency-sponsored electronic or online courses on or off duty time.

ARTICLE 28
TRAINING AND CAREER DEVELOPMENT

SECTION 8. CAREER DEVELOPMENT:

A. Individual Development Plan (IDP): An IDP is a document that is voluntarily developed by the employee with the assistance of the supervisor or an Agency-designated management official to be used as a guide to an employee's professional and career development. The Agency shall give employees the opportunity to prepare an IDP. The IDP may be reviewed periodically, or at least annually.

B. Assistance to the Employee: Pursuant to the Agency's Performance Management Policy and upon request, the supervisor or other Agency-designated management official will assist the employee in the preparation of the IDP and will review it with the employee to ensure that the plan conforms to organizational and individual career needs. Employees may seek assistance from others who may provide advice and assistance in the preparation of the plan.

C. Employee Responsibility: The employee has the ultimate responsibility to develop and finalize the IDP. In partnership, the supervisor or an Agency-designated management official shall assist the employee with reviewing his or her draft IDP within thirty (30) days and finalize the IDP within ninety (90) days of the employee's request for an IDP.

D. IDP Components: Each IDP shall establish a series of milestones. The primary emphasis of the plan will be:

1. To address the competencies (or knowledge, skills, and abilities) needed for the Bargaining Unit Employee (BUE) to improve his or her ability to perform in his or her current position.
2. To address the competencies needed for advancement beyond his or her current career level; and
3. To prepare the employee for new career opportunities within the Agency.

E. Approval of Duty Time: Bargaining Unit employees who have an approved IDP will be granted duty time for any training or developmental activities approved by the supervisor unless it interferes with mission accomplishment. The scheduling of training will be consistent with Agency mission needs.

ARTICLE 28
TRAINING AND CAREER DEVELOPMENT

F. Performance Evaluation: IDPs will not be included in an employee's performance objectives. Bargaining Unit Employees will not be adversely evaluated based on the failure to implement or complete an IDP.

G. Work Schedule: For approved government-sponsored training to meet mission and training requirements identified in the employee's IDP, the supervisor may adjust the Bargaining Unit Employee's normal work schedule.

SECTION 9. REPORTS RELATED TO TRAINING: The Agency shall provide the Union a training report upon request. Requests must be specific to the information sought.

ARTICLE 29

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. EMPLOYEE ASSISTANCE PROGRAM: The Agency agrees to make available an Employee Assistance Program (EAP) to all employees at no cost. EAP services include, but are not limited to: Professional Counseling, Management Coaching and Consultation, Critical Incident Services, Legal and Financial Services, and support of a Drug- Free Workplace. Applicable regulations, including Executive Order 12564, DoDI 1010.04, and DoDI 1010.09 will govern Employee participation in the EAP and the consideration given to employees who allege that their actions were brought about by illness or substance abuse.

A. Referrals To EAP: Employees who are experiencing situations that adversely affect their performance, and conduct may be referred to EAP by their supervisor. However, supervisors will not attempt to diagnose employee problems (e.g. alcohol or drug abuse, depression, etc.).

B. Communication:

1. Agency Intranet/SharePoint Page: The Agency agrees to advertise the EAP services on the main page of the DHA Intranet/SharePoint Page, updated at least semi-annually, January and June. The information will include, at a minimum, the telephone number, location, and hours of operation of the EAP.
2. Annual Notice: The Agency agrees to provide the Union and employees with an annual email notice of the EAP services, and a hyper link to the EAP providers web site and monthly webinars. Subject to mission requirements, the Agency agrees that attendance of all EAP webinars on Agency provided equipment and will be on duty time. For employees who do not have direct access to a computer (e.g. nutrition services employees), the Agency will provide a location that will allow their attendance.

SECTION 2. DRUG AND ALCOHOL: The Agency and the Union jointly recognize that alcohol and drug abuse are health problems and employees having these conditions will receive the same consideration as for other health problems. Employees are encouraged to seek assistance from EAP or any similar program if they think that substance abuse is impacting their job performance and/or their personnel life (see Safe Harbor in the Drug-Free Workplace Article).

ARTICLE 29
EMPLOYEE ASSISTANCE PROGRAM

SECTION 3. OTHER ISSUES:

A. Personal: The Parties recognize the need to assist employees whose job performance is adversely affected by medical, behavioral and emotional problems other than by reasons of alcohol and/ or drug abuse. The Union supports the Agency's EAP as a means for identifying and providing information, education, and other assistance or referral services for these employees' problems.

B. Workplace: The Parties will encourage employees to seek employee assistance and recognize that 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 Agency restructuring or other major organizational transitions or developments.

C. Self-Disclosure: Going to EAP in and of itself will not affect an employee's security clearance. EAP is a confidential service and does not report to security. If an employee is referred for substance abuse treatment and/or mental health counseling, they may be required to self-report. However, the fact that the employee sought help through EAP is usually considered favorably. Employees are exempted from having to report any counseling related to "strictly marital, family, grief not related to violence by the employee; or strictly related to adjustments from service in a military combat environment."

SECTION 4. VOLUNTARY PARTICIPATION AND EMPLOYEE RESPONSIBILITY:

A. Employee Participation: 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.

B. Release from Duty: Prior to leaving the workplace to meet with an EAP counselor, the employee must inform their supervisor and make appropriate arrangements for the absence but is not required to state the basis of the appointment. 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 the Leave Article for appointments during duty hours.

ARTICLE 29
EMPLOYEE ASSISTANCE PROGRAM

SECTION 5. ACCESS TO EAP SERVICES:

A. Excused Absence: The Agency 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. EAP typically offers up to six (6) sessions per issue within a 12- month period. Employees shall be allowed up to one (1) hour (or more as necessitated by travel time) of excused absence for each counseling session during the assessment and referral phase of rehabilitation, as defined by the EAP Counselor. Eligible family members of employees can also receive EAP services.

B. Charge to Leave:

1. Rehabilitation and Treatment: Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with law and this Agreement.
2. Community Services Referral: Employees who are referred by the EAP counselor to community services for treatment, will request leave in accordance with the Leave Article of this Agreement.

SECTION 6. CONFIDENTIALITY OF THE PROGRAM: Except as defined below, the Parties recognize that all confidential information and records concerning an employee's counseling and treatment through EAP will be maintained in accordance with the Privacy Act of 1974 (5 USC 552a), Health Information Portability and Accountability Act (HIPAA), and other applicable laws. Any information obtained from EAP with the employee's authorization may not serve as the basis for disciplinary or adverse actions unless required to enforce the law or terms of last chance agreements.

A. Employee Written Consent: Without an employee's specific written consent, the Agency may not obtain information about the basis of the employee's involvement with EAP. 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:

ARTICLE 29
EMPLOYEE ASSISTANCE PROGRAM

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;
2. Disclosure without consent: This disclosure is only permissible in a few instances, such as the following:
 - a. to medical personnel in a medical emergency;
 - b. in response to an order of a court of competent jurisdiction;
 - c. to comply with Title 42 CFR, Chapter I, subchapter A, part 2 that 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; or
 - d. 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 alcohol or drug abuser.
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 7. REPORT: Upon request, the Union will be provided with a copy of the utilization report.

SECTION 8. CHANGES: Should the Agency change EAP service providers or modify its services, the Union shall be notified.

ARTICLE 30

CIVILIAN FITNESS AND WELLNESS

SECTION 1. AUTHORITY: The Agency is authorized to offer employee health services. Employees will be allowed to voluntarily participate in physical fitness and wellness programs. Fitness activities suitable for excused absence should address cardiovascular/aerobic endurance, muscular strength, endurance, flexibility and body composition. Wellness program activities include, but are not limited to, classes in the following areas: health education, nutrition, stress management, weight management, tobacco cessation and exercise.

SECTION 2. ELIGIBILITY AND PARTICIPATION: The Civilian Wellness and Fitness Program (CWFP), contingent upon supervisory approval and mission requirements, applies to any full-time, temporary, and term civilian employee who is performing at the fully successful level. Employees on a Performance Improvement Plan (PIP) who are subject to leave restriction, or who have been formally disciplined for any misconduct (e.g., absent without leave (AWOL), insubordination, threatening, hitting, use of illegal drugs, gambling, etc.) related to dishonesty or lack of candor within the past year are ineligible to participate in the program. Exceptions may be granted by management for wellness activities if and when appropriate.

A. Administrative Absence: Periods used per week includes time for changing clothes, showering and travel to and from the fitness and wellness program location.

1. Full-Time Employees: Full-time employees will be excused with no charge to leave, for up to 3 hours (recommend 1 hour minimum to 1 ½ maximum per session) per week, for these activities. However, the supervisor may make the ultimate determination as far as the minimum and maximum per session.
2. Part-Time Employees: Use of time for fitness/wellness activities by part-time employees should be pro-rated to correspond with the number of hours worked per pay period, applying the following formula:
 - a. Number of hours worked bi-weekly (part-time schedule) divided by 80 hours (full-time schedule) = % of (maximum 3 hours per week) time allowed for part-time employees.

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CIVILIAN FITNESS AND WELLNESS

- b. Example 1: part-time employee working 32 hours per week/64 hours per pay period $64 / 80 = 80\%$. 80% of 3 hours per week = 2.4 hours per week. Rounded to the nearest timekeeping increment (15 minutes/.25 hrs) = up to 2.5 hrs/week.
- c. Example 2: part-time employee working 24 hours per week/48 hours per pay period $48/80 = 60\%$. 60% of 3 hours per week = 1.8 hours per week. Rounded to the nearest timekeeping increment (15 minutes/.25 hrs) = 1.75 hrs/week.

B. Use in Conjunction with Breaks: CWFP periods can be combined with the regularly scheduled lunch period or at the end of the day subject to mission requirements and supervisory approval.

C. Late Arrival or Early Departure: CWFP periods may be used before an employee reports for duty or to allow for an employee's early departure, if solely for the purpose of participating in a fitness activity at an onsite location, subject to mission requirements and supervisory approval. If the employee is suspected of misusing this administrative leave for CWFP, they may be required to report to work prior to beginning or at the completion of their fitness activity.

D. Delayed Return: If the employee is unexpectedly away from the place of duty for a longer than approved CWFP period, he or she may request the use of annual leave, credit hours, or compensatory time subject to supervisor approval. If otherwise in a duty status for a portion of the day, before or after the excusal, an employee may use his or her annual leave to participate in fitness activities. Annual leave shall be approved IAW with Annual Leave Article of this CBA.

E. Unused Time: Unused CWFP periods cannot be banked and carried over to the next week.

SECTION 3. USE OF FACILITIES:

A. On-Base Facilities: On-base facilities, such as the base gym and on-base running/walking tracks should be utilized for employees engaged in CWFP. However, alternate arrangements may be approved for employees not co-located to onsite facilities. Use of Agency controlled on-base facilities shall be made available to employees at no cost.

ARTICLE 30 CIVILIAN FITNESS AND WELLNESS

B. Off-Base Facilities: The Agency will not pay any expenses related to gym membership fees or travel cost to and from alternate fitness sites for employees to engage in CWFP.

SECTION 4. EQUIPMENT, MACHINERY, AND FURNITURE: Employees are encouraged to report equipment, machinery, or furniture that may be potentially unsafe to use or cause injury. For Agency controlled facilities, the Agency agrees to investigate such reports expeditiously and to implement appropriate corrective action. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in operation.

SECTION 5. REQUEST FOR PARTICIPATION:

A. Written Request: Prior to beginning a CWFP, the employee must initiate a written request, using the "Civilian Fitness and Wellness Program Agreement" form (see Appendix), to the first line supervisor including the employee's projected times, location, and nature of the fitness activity. Specific times for participation will be dictated by mission requirements and approval in advance.

B. Self-Certification: Employees must self-certify to the best of their knowledge that they have no medical conditions or limitations that would put them at risk of injury or harm to their health while participation in the fitness program.

SECTION 6. SUPERVISOR RESPONSIBILITIES: Supervisors are encouraged to approve requests to participate in this program to the fullest extent possible. Supervisors and employees should work towards mutually agreeable times for program participation during the work week.

A. Approval: Within seven (7) days of receipt of the employee's submitted request, the supervisor shall provide the employee a response of approval or denial. Permanent denial of participation is not allowed.

ARTICLE 30 CIVILIAN FITNESS AND WELLNESS

B. Modification: A supervisor may cancel an employee's CFWP scheduled period when required to accomplish the mission. This includes the right to cancel an employee's use of administrative leave on a day where the employee has been approved the use of administrative, sick, annual leave, or leave without pay (unrelated to the CFWP), and the supervisor believes the combined time away from work would negatively impact the mission. However, whenever possible a supervisor should try to reschedule the administrative leave for another time.

C. Reconsideration of Denial: If an employee's request for administrative leave for the CWFP is denied or revoked, the employee may request reconsideration by his or her next level supervisor.

D. Revocation: Management may revoke participation privileges if abuse is identified.

E. Grievance: The Employee shall have no additional right to file a grievance of a denial or revocation of participation by the reviewing official, but the Union may grieve matters related to aspects of the CWFP other than denial or revocation.

F. Records: Copies of all agreements will be kept by supervisors.

SECTION 7. EMPLOYEE RESPONSIBILITIES:

A. Time Keeping: Employees must ensure that administrative leave used is accounted for in the Automated Time Attendance and Production System (ATAAPS). The code to use for Administrative Leave is currently "LN".

B. Report of Injury: If injury occurs while participating in the CWFP, the employee must immediately notify his or her supervisor in accordance with the Workers' Compensation Article of this agreement.

SECTION 8. UNION NOTIFICATION: Prior to the termination or modification of any program under this article, the Agency will provide the Union with notice and an opportunity to bargain in accordance with this agreement.

ARTICLE 31 DEPENDENT CARE

SECTION 1. PURPOSE: The Parties recognize the need for parents to secure appropriate childcare arrangements during working hours. Employees are encouraged to take advantage of available dependent care programs. To assist those employees in balancing work with family needs, the Agency will:

- A.** Make information available regarding referral services for dependent care programs during orientation.
- B.** Encourage the use of workplace flexibilities and programs (i.e. flexible work schedules, compressed work schedules, telework, parti-time employment, job share, and leave program).
- C.** Notify employees annually about Federal Flexible Spending Account Program (FSAFEDS) such as Dependent Care Flexible Spending Account (DCFSA) and Long-term Care insurance.
- D.** Provide information on the resources available through the Employee Assistance Program.

SECTION 2. EMPLOYEE NEEDS:

- A.** It is agreed that the responsible official may grant emergency annual leave requests and consider emergency requests for leave without pay brought about by unexpected changes in childcare arrangements, contingent upon operational exigency.
- B.** The Agency recognizes that it may be necessary for employees to contact childcare and/or eldercare providers during duty hours.

SECTION 3. EMERGENCY ESSENTIAL CHILDCARE: Certain childcare facilities require an Emergency Essential Designation letter signed by the Director to provide childcare services for those employees who must report to work in the event of a closure. The Agency agrees to provide employees with notice of Emergency Essential Designation requiring childcare in addition to the Emergency Essential Designation signed by their supervisor.

CAREER PROTECTIONS

ARTICLE 32
REDUCTION IN FORCE AND FURLOUGH

SECTION 1. DEFINITIONS:

1. Administrative Furlough: An administrative furlough is a planned event by the agency which is designed. to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations.
2. Shutdown Furlough: A shutdown furlough (also called an emergency furlough) occurs when there is a lapse in appropriations or authorization and can occur at the beginning of a fiscal year, if no funds have been appropriated for that year, or upon expiration of a continuing resolution if a new continuing resolution or appropriations law is not passed.
3. Exempt: "Exempt" employees are not affected by a lapse in appropriations. This includes employees who are not funded by annually appropriated funds. Employees performing those functions will generally continue to be governed by the normal pay, leave, and other civil service rules.
4. Excepted: "Excepted" employees refers to employees who are funded through annual appropriations but are excluded from a furlough because they are performing work that, by law, may continue to be performed during a lapse in appropriations or authorization. Excepted employees include employees who conduct emergency work involving the safety of human life or the protection of property, or certain other types of excepted work. Emergency employees are not automatically deemed excepted employees for purpose of shutdown furloughs.

SECTION 2. In the event Reduction-In-Force (RIF) procedures apply, management agrees to follow the provisions outlined in 5 CFR 351. In the event changes are made during a RIF, the Union will be kept informed.

SECTION 3. Management agrees to provide a specific written notice to each employee affected by RIF procedures at least 60 calendar days prior to the effective date. The notice shall comply with the provisions of 5 CFR 351.802. Employees will be notified of grievance rights and time limits to grieve.

ARTICLE 32

REDUCTION IN FORCE AND FURLOUGH

SECTION 4. Management agrees to grant official time to Union officials to meet with bargaining unit employees impacted by RIF procedures. The Union agrees to respect the confidentiality of information supplied that is not public information, such as information contained in retention registers.

FURLOUGH

SECTION 1. DEFINITION: Furloughs are generally used as a remedy for budget shortfalls, emergencies, or shutdowns. Rather than permanently separating employees from an agency workforce, this personnel action places employees in temporary nonduty and non-pay status. The decision to furlough employees and which activities to except from a furlough are management rights that are not subject to bargaining. However, furlough is viewed as a change in working conditions and agencies must bargain over "impact and implementation" of their decision and over appropriate arrangements for employees adversely affected by the administrative furlough. "Excepted" is used to refer to employees who are funded through annual appropriations who are nonetheless excepted from the furlough because they are performing work that, by law, may continue to be performed during a lapse in appropriations.

SECTION 2. ADMINISTRATIVE FURLOUGH:

A. An administrative furlough is a planned event designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations.

B. When Management is directed that an administrative furlough is necessary, Management will notify the Union and, upon request, bargain over any negotiable impact and implementation proposals the Union may submit.

C. Generally, employees are provided advance notice of a furlough. For 30-day or less furloughs (up to 22 workdays), employees should be provided 30 days written notice. For furloughs of more than 30 calendar days, employees should be provided 60 days written notice.

D. At Management's discretion, furloughs may be affected consecutively or discontinuously, e.g., an employee serves in a non-pay status one workday a week for ten weeks rather than serving in a non-pay status for 10 consecutive days.

ARTICLE 32
REDUCTION IN FORCE AND FURLOUGH

E. During an administrative furlough, an employee may not substitute paid leave or other forms of paid time off for any hours or days designated as furlough time off.

SECTION 3. SHUTDOWN FURLOUGH:

A. Shutdown furloughs are due to a lack in appropriations.

B. Shutdown furloughs are considered emergencies and advance written notice to affected employees is not required.

SECTION 4. While on furlough time off, an individual remains an employee of the Federal Government. Therefore, executive branch-wide standards of ethical conduct and rules regarding outside employment continue to apply when an individual is furloughed.

SECTION 5. NOTIFICATION:

A. Timely Notification: The Agency agrees to notify the Union of an impending furlough as soon as practical after the Agency is informed. Subsequently, the Agency will identify to the Union the impacted organization(s) and the selection process used to determine which bargaining unit employees will be affected.

B. List of Positions: The Agency will provide the Union with a list of positions which have been determined by the Department of Defense to be exempt and excepted from the furlough upon request.

C. Employee Impact: Only the minimum number of employees necessary to carry out essential activities will be excepted and will not be furloughed. Management will determine the numbers, types, and grades of employees necessary to accomplish the mission. If there are an insufficient number of volunteers, employees will be selected for furlough in an equitable manner.

SECTION 6. UNION INPUT: The Agency will consider the Union's input at the National Labor Management Council collaboration level. Employees may request continuous or non-continuous furlough days during an administrative furlough. Supervisors will grant or deny the request subject to mission requirements and regulatory guidance.

MANAGEMENT RIGHTS

ARTICLE 33
MANAGEMENT RIGHTS

SECTION 1. [BLANK] The Parties reach agreement on this provision.

SECTION 2. PROHIBITED SUBJECTS: The Agency and the Union agree that nothing in this Agreement shall affect the authority of any management official of the Agency:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

B. In accordance with applicable laws:

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

SECTION 3. EXCEPTIONS: Nothing in this section shall preclude any agency and any labor organization from negotiating:

A. Procedures which management officials of the agency will observe in exercising any authority under this section; or

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

UNION RIGHTS

ARTICLE 34 UNION RIGHTS

SECTION 1. RECOGNITION OF REPRESENTATIVES: The Agency agrees to recognize the officers and duly designated representatives of the Union. The Union agrees to provide the Agency a written listing of its officers and stewards and maintain it on a current basis. There shall be no restraint, interference, coercion, discrimination, or reprisal against a Union representative because of the performance of their Union representational duties.

SECTION 2. NEGOTIATIONS: As the exclusive representative of the employees in the unit, the Union is entitled to meet and confer with representatives of the Agency with respect to personnel policies and practices and matters affecting working conditions\conditions of employment, and to act for and to negotiate in good faith agreements covering all employees in the unit.

SECTION 3. FORMAL DISCUSSIONS: The Union shall be given the opportunity to be represented at formal discussions between management officials and employees or employee representatives concerning grievances, personnel policies, or other matters affecting general working conditions\conditions of employment of employees of the unit.

SECTION 4. UNION FUNDED TRAINING: The Agency agrees to grant Union officers and stewards official time to attend Union funded training under the following conditions:

1. The Union gives written notice of the request to attend such training as soon as possible but no later than fifteen (15) calendar days in advance of the start of the training or as soon as possible.
2. The request will include the agenda, the representatives that will be attending, the dates of attendance, and the amount of official time being requested and submitted to the supervisor, using the process outlined in the Official Time MOU. The supervisor will notify Chief, LMER DHA, or designee, of approval for release. Chief, LMER DHA, or designee, will verify that the proposed training is of mutual concern and benefit to the Agency and the Union. After such determination, the Agency will issue a response within fifteen (15) calendar days of receipt of the Union's submission. If any portion of requested training is not approved, the Union will be provided the reasons in writing.

SECTION 5. WRITTEN LISTING: The Agency agrees to provide the Union with a written listing of the LMER staff and their areas of responsibility.

ARTICLE 34 UNION RIGHTS

SECTION 6. NOTICE TO NEW EMPLOYEES: The Agency agrees to provide the following to new bargaining unit employees within two (2) weeks of their entrance on duty, or at their orientation:

1. The phone number, building number, and office hours of the Union.
2. Weingarten rights notice.

SECTION 7. WRITTEN DESIGNATION OF REPRESENTATIVE: Prior to representing employees in any proceeding, the Union shall provide to the appropriate management official or supervisor, a written designation of representative from the employee, which shall include authorization to release information to the Union.

SECTION 8. BARGAINING UNIT EMPLOYEE (BUE) LISTING: The Agency shall provide an updated Bargaining Unit List to the Local every other month. The list should include the following fields:

1. Name of Employee
2. Position Title
3. Pay Plan, Series, Grade
4. Supervisory Status (Numerical Code)
5. Supervisory/Non-Supervisory
6. UIC
7. UIC Description
8. Organization Component Code
9. Organization
10. Directorate
11. Department\Division
12. Branches
13. Section
14. City and State
15. Bargaining Unit Status (BUS) Code

SECTION 9. ENTRY ON DUTY (EOD) LIST: The Entry on Duty list will include the Bargaining Unit Status (BUS) Code and be provided for each pay period.

**ARTICLE 34
UNION RIGHTS**

SECTION 10. IN-PROCESSING & OUT-PROCESSING CHECKLISTS: The Union will be included on the In- Processing & Out-Processing Checklists.

SECTION 11. DHA FACILITIES LIST: Once per year the agency will provide a list of DHA facilities where bargaining unit employees are located, including building number and address. In addition, the agency will provide an updated list upon addition or removal of facilities.

ARTICLE 35 OFFICIAL TIME

SECTION 1. USE OF OFFICIAL TIME: The Agency will provide official time in accordance with 5 USC §7131. Use of official time must be requested and approved in advance in a manner consistent with the terms of this agreement. Notwithstanding an agreement setting forth a specific amount of official time for Union Representatives, the Agency will provide Union representatives a reasonable amount of official time under the provisions of 5 U.S.C. 7131(d) to prepare for and carry out statutory representational functions (e.g., attendance at formal discussions or negotiations, preparations of grievances, and preparation for arbitration).

SECTION 2. PROCEDURES:

A. Duty Hours: Official Time will only be granted to an Agency bargaining unit employee or Union representative during the employee's regularly scheduled working hours.

B. Factors for Consideration: An Agency bargaining unit employee or Union representative who wishes to use ad-hoc official time under this Article, will request permission from their immediate supervisor using the "Request for Official Time Form". The following are factors to be considered in the initiation of the request:

1. Such request should be made as early as possible (i.e., generally as soon as the need for the official time is known).
2. If the first-line supervisor is unavailable at the time of the request, the request may be elevated to the second-level supervisor, or as necessary to a higher official in the employee's chain of command.
3. When making such a request, the employee will provide the information required, including how much time away from the duty worksite, including anticipated travel time from their duty station to another duty station (locale).
4. The employee will be released unless their absence will cause a disruption in the workload or area at that time. If the request is denied, the supervisor will advise the employee as to the time when approval can be granted.

ARTICLE 35 OFFICIAL TIME

C. Union Representatives Entering Other Work Areas: Upon entering a work area other than their own, to meet with an employee, the representative will advise the immediate supervisor of their presence, the employee(s) to be contacted, and the estimated duration of the meeting. The supervisor will then make a determination if the employee(s) can be released. If the employee(s) cannot be released at that time, the supervisor will advise the Union on an appropriate time when the employee(s) can be released. The representative shall request from the supervisor of that work area official time for all unit employees with whom the representative wishes to meet.

D. Denial or Modification of Official Time Requests: If the request for official time is denied due to workload disruption:

1. The supervisor shall reschedule the use of official time at a mutually agreeable time.
2. If the supervisor and Union representative disagree on the amount of time which is reasonable, the supervisor shall grant the amount he or she believes to be reasonable.
3. The supervisor will document the reason for the denial or modification on the form and present it to the Union representative and forward a copy to LMER.
4. If a request for official time is delayed by management decision, LMER will grant the Union an equivalent extension of applicable deadline if necessary and requested.
5. Denials and/or Modifications are grievable by the Union.

E. Return to Duty: The Union representative or bargaining unit employee will report their return to work to their immediate supervisor upon conclusion of use of official time under this Article.

F. ATAAPS Codes: All Official Time will be recorded using the Official Time Request Form and entered into the Automated Time and Attendance Production System (ATAAPS) utilizing the codes as follows:

1. BA (Term Negotiations): Official time used by an employee to prepare for and negotiate a collective bargaining agreement or its successor.

ARTICLE 35 OFFICIAL TIME

2. BB (Mid-Term Negotiations): Official time used by an employee to bargain over issues raised during the life the interim agreement.
3. BD (Labor/Management /Training): Official time used by an employee for activities not included in the other three categories. Examples of such activities may include meetings between labor and management officials to discuss general conditions of employment and union participation in formal meetings and investigative interviews.
4. BK (Grievances and Appeals): Official time used by an employee to process grievances up to and including arbitrations and to process appeals before various third parties such as: Merit System Protection Board (MSPB), Federal Labor Relations Authority (FLRA), the Equal Employment Opportunity Commission (EEOC), and the courts.

SECTION 3. DEDICATED OFFICIAL TIME FOR UNION REPRESENTATIVES:

A. Amount: Amounts of dedicated official time for union representatives is an appropriate subject for local bargaining. However, if/when AFGE creates a Council structure the Parties agree to bargain the topic of Official Time for those representatives named as part of the Council.

B. Schedule: The specific days (one day is eight hours) to be utilized shall be arranged between the representative and their immediate supervisor. On days when the Union officer is scheduled to be on official time, they shall not be required to report to their regular location. Unused official time will not be carried over from one pay period to another.

SECTION 4. OFFICIAL TIME FOR UNIT EMPLOYEES: It is recognized that an employee may need to meet with (in person, by telephone, or virtually) authorized union representatives regarding grievances or other representational matters and that they will require a reasonable amount of time to do so.

1. Without prior approval or charge to Official Time, employees may contact the Union to ask a general question, schedule an appointment, or have a preliminary discussion of a representational matter.

ARTICLE 35
OFFICIAL TIME

2. If the time required exceeds 15 minutes within the workday, or if the employee wishes to leave the work area to meet with the Union, the employee should request prior approval from their immediate supervisor, utilizing the “Request for Official Time Form”. One of the following codes shall be used:
 - a. BD - Labor/Management /Training
 - b. BK - Grievances and Appeals

SECTION 5. INTERNAL UNION BUSINESS: As set forth in 5 U.S.C. 7131(b), any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed only during the time the employee is in a non-duty status.

ARTICLE 36
DISTRIBUTION OF AGREEMENT

SECTION 1. The Agency agrees that the Master Labor Agreement (MLA) will be posted on the DHA Intranet and local SharePoint/Intranet pages at each location where BUEs are assigned within fifteen (15) business days after the date of approval by the Agency Head or on the 31st day after execution of this agreement if approval or disapproval has not occurred before that date in accordance 5 U.S.C. § 7114(c) 2 & 3.

SECTION 2. NEW EMPLOYEE ORIENTATION DISTRIBUTION: Employees attending New Employee Orientation (NEO) virtually will be provided the web link to access this agreement. The Agency will ensure copies of this agreement are provided to the Union to disseminate to employees attending NEO in person.

SECTION 3. EMPLOYEE DISTRIBUTION: The Agency will provide a copy of the MLA to each current bargaining unit employee via email within fifteen (15) business days after the date of approval by the Agency Head or on the 31st day after execution of this agreement if approval or disapproval has not occurred before that date in accordance 5 U.S.C. § 7114(c) 2 & 3.

ARTICLE 37
NEW EMPLOYEE ORIENTATION

SECTION 1. The Agency will provide the Union with notice of the date, time, and place of each scheduled new employee orientation.

SECTION 2. A Union representative will be provided an opportunity to make a 30-minute presentation during each orientation session for new bargaining unit employees. The scheduled starting time of the Union presentation will be mutually agreed upon.

SECTION 3. The Union representative will be provided the same respect and dignity as other presenters and will not be subjected to intimidation or censure.

SECTION 4. The Union Representative making the presentation will be authorized official time. If the Union Representative has dedicated official time and the orientation occurs outside of the designated day, then additional official time is authorized.

SECTION 5. WORKSITE INTRODUCTIONS: Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.

ARTICLE 38
FACILITIES AND SERVICES

SECTION 1. OFFICE SPACE:

A. Dedicated Office Space: Dedicated office space will be provided at DHA facilities for Union use. The subject of dedicated office space for union use is an appropriate subject for local bargaining.

B. Meeting Space: Representatives will be provided, upon request and when available, access to a private space (e.g. conference rooms) within the vicinity of the BUE work area for purposes of meeting with and consulting with bargaining unit employees on representational matters.

C. Additional Office Space: The Agency agrees that the Union may request office space (not identified in Section A) as needed. The Agency will respond to these requests expediently. The response will be provided in writing, within thirty (30) calendar days of the request.

D. Major Reconfigurations: When the Agency does any major reconfiguration of space, such as realignment or closure of a building or part of a building, the Agency, a committee, or any other designee, shall consider Union requests during the preliminary phase and before final allocation.

E. Office Equipment and Supplies: The Agency will provide, at a minimum, the following office equipment and supplies appropriate for the size of allocated space at Agency occupied facilities without cost to the Union.

1. At least one (1) desk and at least one (1) desk chair and (1) guest chair, commensurate with the standard items provided to all employees in that location;
2. The Agency will provide a network drop for each desk with access to the Agency's network, email, Intranet and internet. Union representatives are permitted the use of their government issued laptop while in a non-work status;
3. One (1) active telephone;
4. Access to Network Printers, copiers, and scanners (i.e. multifunctional devices);
5. Locking file cabinets;

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FACILITIES AND SERVICES

6. At least one (1) office key per union representative (Up to four (4) office keys) for access to the office; and
7. Signage will be displayed in accordance with Agency/Facility policy.
8. The Agency will provide the Union officials with routine office supplies commensurate with what is generally used in that work location.

F. Union Hand Receipt: The Union President or designee will maintain hand receipt for all items IAW Agency policy.

G. Cleaning and Maintenance: The Agency will provide routine cleaning and maintenance service for Union occupied space in Agency facilities. Should additional cleaning be required, the Union must submit a ticket with the Agency's facilities department. The Union is responsible for ensuring accessibility to its space during normal cleaning and maintenance schedules.

SECTION 2. USE OF AGENCY PROVIDED EQUIPMENT:

A. Computer Equipment: Computer equipment will have access to the Agency's network, email, Intranet and internet. The Union will be responsible for maintaining its own equipment.

B. Telephones: Telephones will have access to DSN, as available, and local calling. The Agency will provide conference calling capability including codes for Agency conference line, voicemail, and caller ID commensurate with what is provided in other Agency workspace. Implementation details will be bargained at the local level.

C. Copy Machine: Union representatives may use the Agency's self-service copying machines. Union representatives will use the government copy machines in a reasonable, prudent, and cost-conscious manner. The Agency will provide the procedures to utilize copy machines that require CAC enabled access.

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FACILITIES AND SERVICES

SECTION 3. CONFERENCE ROOMS AND AUDITORIUMS:

A. Conference Rooms: The Union will be given access to conference rooms and auditoriums for meetings requiring that size space. The Union will follow the same reservation and use procedures as all other users.

B. Utilization Policy: The Union agrees to comply with normal safety, security, and utilization policies and regulations concerning facilities made available when occupying space provided by the Agency. The Agency will, on an as needed basis, provide conference rooms as available for discussions between employees and Union officials. The Union will exercise reasonable and prudent care in use of such space. Neither employees nor Union representatives shall use any Agency facilities to conduct personal business enterprises or for any direct personal use outside of the Agency's acceptable use policy.

SECTION 4. USE OF AGENCY'S COMMUNICATION SYSTEMS: The Agency's electronic communications systems, including computers with e-mail and fax machines, are to be used in accordance with Agency and Federal policies and regulations, and the terms of this agreement.

A. Electronic Communications: Both the Union and employees may use the Agency's electronic communication systems to communicate with Union representatives, Agency officials, other employees, and appropriate third parties. In accordance with applicable law, Agency electronic communications systems may be used for Union Representatives to present the Union's views to Members of Congress but may not be used for activities that constitute grassroots lobbying or lobbying concerning pending legislation.

B. Communication Directories: Agency telephone directories or listings published and/or posted on the Agency's website and/or Microsoft Outlook e-mail (or their successor) after the execution of this Agreement will contain the name and phone number of the Local President and all other officers for whom dedicated official time is provided for under this agreement. Implementation details will be bargained at the local level.

C. Agency Intranet: The Agency will allow AFGE to establish a site on the DHA hosted Intranet that displays contact information for all AFGE entities that represent DHA employees. The procedures agreed to between the Parties applicable to DHA HQ shall remain in effect and does not conflict with the Headquarters MOU.

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FACILITIES AND SERVICES

SECTION 5. ACCESS TO FACILITIES AND PUBLICATION OF UNION INFORMATION:

A. Membership Campaigns: The Union will request, in advance, the use of a local Agency facility for membership drives at a location that will provide access to unit employees during non-work time and lunch periods. The Agency will provide facilities commensurate with the details provided in the request for such membership drives. The Union may conduct periodic membership campaigns during the non-work time of the employees involved. The union may utilize agency telephones and computer systems to send notices and announcements about such events.

B. Access for Union Representatives:

1. Agency Employed Union Representatives: Union Representatives who are agency employees will be provided unescorted access to all buildings, work areas, cafeterias, break rooms or any other areas where bargaining unit employees may work or be on break. The Union will notify the Agency at the local level within 24 hours when the employee is no longer a union representative, and access will be restricted. If the Union representative violates the security policy, then the Agency will notify the Local President of the violation. The Agency, at the local level, will provide instructions for Union Representatives to request scanned entry via their CAC card or alternate entry measures in accordance with internal security procedures.
2. Non-Agency Union Representatives: Upon request, the Agency at the local level will authorize Union representatives, who are not Agency employees, access to the Agency's premises pursuant to agency policy, including DOD Manual 5200.08, Volume 3.

C. Distribution of Union Literature: Union Representatives may distribute Union literature to employees during the workday, under the following circumstances:

1. Union representative distributing the material is in a non-work status at the time of distribution, and
2. The employee receiving the literature is in a non-work status at the time of distribution. (i.e. lunch periods, break, or leave).

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FACILITIES AND SERVICES

D. Information Sharing:

1. Bulletin boards: The number and location of bulletin boards for union use is an appropriate subject for local bargaining.
2. Such bulletin board space shall be used for the posting or displaying of materials pertaining to communications to employees. The Agency at the local level will provide to the Union access to any digital bulletin boards. The Union will provide the Agency with the information to be posted. The Agency at the local level will provide the Union the contact information of the individuals to whom the information should be provided for posting.

E. Electronic Distribution of Literature: The Union's newsletter or other communications may be distributed to the employees via the Agency's computer systems including e-mail.

SECTION 6. MAIL SERVICES: Incoming mail to the Union will be processed in accordance with applicable laws, rules governing the U.S.P.S. mailing system. Implementation details will be bargained at the local level.

A. Incoming Mail: The Agency will provide the Union with procedures to establish a mailbox for incoming pre-postage official mail.

B. Outgoing Mail: The Agency will receive and distribute pre-postage official mail on behalf of the Union.

RIGHTS AND PRIVILEGES

ARTICLE 39
ADVERSE AND DISCIPLINARY ACTIONS

SECTION 1. GENERAL: The Agency and the Union recognize that the public interest requires maintenance of efficient operations through high standards of employee performance and conduct. Adverse and Disciplinary actions will be taken for just and sufficient cause and in accordance with applicable law and regulation.

SECTION 2. INVESTIGATIONS/MANAGEMENT DIRECTED INQUIRY OF EMPLOYEE CONDUCT: Whenever management determines that an investigation is necessary, the Agency will initiate the investigation of employee conduct regarding the incident or situation as soon as possible. These investigations/inquiries are to compile relevant evidence to determine whether misconduct has occurred, if the misconduct warrants disciplinary action, and the range of appropriate disciplinary actions. Disciplinary investigations/inquiries will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence. In all cases, the information obtained will be documented.

A. Union Representation: The employee who is the subject of the inquiry will be informed of their right to representation before any questioning takes place or signed statements are obtained.

1. **Witness Statements:** Other employees questioned in connection with the incident who reasonably believe they may be subject to disciplinary action have the right to Union representation upon request.
2. **Union Representative Participation:** The union representative in attendance at an investigative interview is entitled to take an active role. An active role for a union representative at an investigative interview includes, but not limited to, the right to ask questions, assist in producing relevant information, and consult with the employee being interviewed.

B. Memorandum for Record (MFR): An MFR may be used to support an action detrimental to an employee only when the MFR has been provided to the employee in a timely manner after the occurrence of the act.

ARTICLE 39
ADVERSE AND DISCIPLINARY ACTIONS

SECTION 3. ADVERSE ACTIONS:

A. Definitions: Adverse actions are removals, suspensions of more than fourteen (14) days, reductions-in-grade or pay (demotions), and furloughs of thirty (30) days or less, as included in subchapter 5 CFR, Part 752.

B. Procedures: Adverse actions will be taken and implemented in accordance with applicable laws and regulations. The following procedures will be followed:

1. **Advance Notice:** Employees shall be given at least thirty (30) calendar days advance notice of any adverse action proposal unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations. In the proposal letter the employee will be advised of their right to representation.
2. **Material Relied Upon:** A copy of the material relied upon by the Agency to support the proposed adverse action will be provided to the employee and/or the designated representative.
3. **Employee Response:** Unless a shortened reply period is required by law or government-wide regulation such as those found in 5 CFR 752.404(d)(1) and (2), the employee will then have fifteen (15) calendar days to present any oral and/or written reply to a designated management official. The employee or the designated representative may request an extension of time in which to reply.
4. **Written Decision:** The Agency will render a written decision based upon the information referenced in B2 (above) and through whatever information the employee or his/her representative provided in any response to the notice. The management official will issue the written decision at the earliest practicable date. The written decision shall include the reason for the disciplinary action and a statement of conclusions as to each charge.

C. Appeals: The decision notice will advise the employee of the right to appeal the action to the Merit Systems Protection Board (MSPB) or through the Grievance and Arbitration Agreement. The employee may elect to file an MSPB Appeal or Grievance, but not both.

ARTICLE 39
ADVERSE AND DISCIPLINARY ACTIONS

D. Timeliness: If the Agency's decision adopts the proposed adverse action (or any mitigated discipline), such action will be initiated in a timely manner.

SECTION 4. DISCIPLINARY ACTIONS: Disciplinary actions fall into two (2) categories: informal (verbal counseling and written warnings) and formal [letters of reprimand or suspensions of less than fourteen (14) days].

A. Informal Disciplinary Actions: An action taken by management to correct minor misconduct or delinquency. Informal disciplinary actions include written or oral counseling that are not made a matter of record in the employee's official electronic personnel file (of).

B. Formal Disciplinary Actions: An action that is made a matter of record for inclusion in the employee's eOPF, such as a reprimand or a suspension of fourteen (14) calendar days or less.

1. Reprimands: A Letter of Reprimand is the lowest formal disciplinary action issued to correct an employee's delinquency or misconduct. The procedures for reprimands are as follows:
 - a. Advance Notice: If possible, an employee will be given at least seven (7) calendar days advance written notice of a reprimand. Any notice will include a specific description of the infraction for which a reprimand is proposed.
 - b. Representation: In the proposal letter, the employee will be advised of their right to representation.
 - c. Material Relied Upon: A copy of the material relied upon by the Agency to support the proposed reprimand will be provided to the employee and/or the designated representative.
 - d. Employee Response: The employee will then have seven (7) calendar days to present any oral and/or written reply to a designated management official. The employee or the designated representative may request an extension of time in which to reply.

ARTICLE 39
ADVERSE AND DISCIPLINARY ACTIONS

- e. **Written Decision:** The Agency will render a written decision based upon the information referenced in 1.c of this section (above) and through whatever information the employee or their representative provided in any response to the notice. The management official will issue the written decision at the earliest practicable date. The written decision shall include the reason for the disciplinary action and a statement of conclusions as to each charge.
2. **Suspensions:** Suspension means the placing of an employee, for disciplinary reasons, in a temporary status without duties and pay. The procedures for suspensions of 14 calendar days or less are as follows (see 5 CFR 752.203):
- a. **Advance Notice:** If possible, an employee will be given at least fifteen (15) calendar days advance written notice of an administrative disciplinary action. Any notice will include a specific description of the infraction for which formal discipline is proposed.
 - b. **Representation:** In the proposal letter, the employee will be advised of their right to representation.
 - c. **Material Relied Upon:** A copy of the material relied upon by the Agency to support the proposed disciplinary action will be provided to the employee and/or the designated representative.
 - d. **Employee Response:** The employee will then have fifteen (15) calendar days to present any oral and/or written reply to a designated management official. The employee or the designated representative may request an extension of time in which to reply.
 - e. **Written Decision:** The Agency will render a written decision based upon the information referenced in 2.c of this section (above) and through whatever information the employee or their representative provided in any response to the notice. The management official will issue the written decision at the earliest practicable date. The written decision shall include the reason for the disciplinary action and a statement of conclusions as to each charge.

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C. [BLANK] The Parties did not reach agreement on this provision.

D. Employee Statements: Upon request, a copy of an employee's own written statements made in conjunction with an agency inquiry will be provided to the employee and/or the designated representative.

E. Timeliness: If the Agency believes disciplinary action is necessary, such action will be initiated in a timely manner.

F. Removals of Disciplinary Actions: Reprimands may be removed from an employee's files after a six-month period. If an employee requests removal of such actions after six months, they should be removed if the purpose of the discipline has been served (employee behavior is corrected and improved). In all cases, a reprimand will be removed after two (2) years.

G. Douglas Factors: In arriving at its written decision on any proposed disciplinary or adverse action, the Agency shall comply with applicable law, regulations and the terms of this agreement. As required by 5 CFR Part 752, the Agency will consider only the reasons specified in the notice of proposed action and any answer of the employee and/or the representative made to the Deciding Official, along with any medical documentation provided. The Agency shall also consider the Douglas factors, which are attached to this Article as Appendix A.

SECTION 5. ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAM: ADR is an optional method of solving problems available to employees at any point in the disciplinary or grievance process. The intent of this cooperative process is to use a non-involved mediator to assist with reaching a mutual resolution of issues in dispute.

A. An ADR process shall be established for the purpose of resolving workplace disputes and/or in lieu of the agency imposing traditional disciplinary penalties such as reprimand, suspension or removal.

B. At any point in the disciplinary or grievance process, the parties, by mutual agreement, may elect to utilize the services of a mediator obtained for ADR.

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C. Discipline or grievance time periods shall be held in abeyance during the ADR process. If the parties do not reach resolution in the ADR process, the disciplinary or grievance process will resume at the same point where it paused.

D. Mediators used in the ADR process will be a neutral third party (e.g., FMCS or Federal Executive Board Shared Neutrals Consortium) who will assist the parties in developing solutions.

E. The objective of the mediator is to assist the parties to voluntarily reach a mutually acceptable resolution of issues in dispute.

F. The ADR program is strictly voluntary.

G. The employee may be represented by the union during the ADR process.

ARTICLE 40
GRIEVANCE AND ARBITRATION

GRIEVANCE

SECTION 1. PURPOSE: The purpose of the following grievance and arbitration procedure is to provide a process to ensure timely consideration of the grievances of bargaining unit employees, the Union, or the Agency.

SECTION 2. DEFINITION: A grievance is any complaint:

- A.** By an employee concerning any matter relating to his/her employment; or
- B.** By the Union concerning any matter relating to the employment of any employee in the bargaining unit; or
- C.** By an employee, the Union, or the Agency concerning:
 - 1. The effect or interpretation, or a claim of breach of this Agreement.
 - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 3. EXCLUSIONS: This negotiated grievance procedure shall not apply with respect to any grievance concerning:

- 1. Non-selection from a group of properly ranked and certified candidates;
- 2. A notice of proposed disciplinary, adverse, or performance-based action (however, the subsequent decision may be grieved);
- 3. The granting of, or failure to grant, the amount of an award or retention allowance;
- 4. A return of an employee from a non-bargaining unit position as a supervisor or manager to a bargaining unit position;
- 5. Any claimed violation of subchapter I11 of Chapter 71 of Title 5 U.S.C. as amended relating to prohibited political activities;
- 6. Retirement, life insurance, or health insurance;

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7. Any examination, certification, or appointment under 5 U.S.C. 7121 (c)(4);
8. A suspension or removal for national security reasons;
9. Termination of a probationary or trial period employee;
10. Supervisory determination of job elements and performance standards;
11. The classification of any position which does not result in the reduction in grade or pay of an employee;
12. Oral or written counseling, written warning: as such actions shall not be used in determining penalty for subsequent actions;
13. A fitness for duty decision which does not result in an action against the employee;
14. Rating of record; and
15. The award of any form of incentive pay, including cash awards, quality step increases, or recruitment, retention, or relocation payments.

SECTION 4. EXCLUSIVITY: This negotiated procedure shall be the only procedure available to the Union and bargaining unit employees for resolving grievances except as provided in Section 6 below. If a bargaining unit employee wishes to present a grievance on his/her own behalf a representative of the Union will have the right to be present at any meeting with the Agency concerning the grievance.

A. Invocation of Arbitration: This right of grievance presentation without Union representation does not extend to arbitration which may be invoked only by the Union on the employee's behalf.

B. Designation of Union Representative: Employees reserve the right to request Union representation at any time during the grievance procedure. The designation of a Union representative must be in writing.

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GRIEVANCE AND ARBITRATION

SECTION 5. RESOLUTION: Employees and the parties shall endeavor to cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

SECTION 6. ELECTION: In areas where employees have the option of utilizing a statutory appeals procedure, including but not limited to: (1) employment discrimination complaints; (2) removal or reduction in grade for unacceptable performance; and (3) adverse actions (removal, reduction in grade for other than unacceptable performance, suspension for more than 14 days, and furlough for 30 days or less) employees have the option to use either the negotiated procedure or a statutory appeals procedure, but shall not utilize both. Employees exercise their option when they file a timely notice of appeal under the appropriate appellate procedure or file a timely grievance in writing under this procedure. In employment discrimination complaint actions this election is made in accordance with procedures set forth in the Agency and Equal Employment Opportunity Commission (EEOC) regulations.

SECTION 7. COMPUTATION AND APPLICATION OF TIME LIMITS: In computing time periods for Steps 1 and 2 of this Article, should the time to either file a grievance or respond to a grievance fall on a weekend, a holiday, or during a shutdown or furlough, the time limit will automatically be extended to the next business day.

SECTION 8. JURISDICTION: If either Party considers a grievance non-grievable or non-arbitrable, they must state any claim of non-grievability or non-arbitrability in the written response and no later than the Step 3 decision. The original grievance will be considered amended to include the issue of non-grievability or non-arbitrability.

SECTION 9. STEPS FOR FILING A GRIEVANCE:

STEP 1:

A. The grievance shall first be presented in writing by the employee and his/her Union representative, if any, to the grievance official, i.e., the lowest level A g e n c y official with authority to grant the relief sought. Normally, this will be the employee's first-line supervisor. Grievances must be presented within fifteen (15) calendar days from the date of the event giving rise to the grievance or the date the grievant became aware of the occurrence. The written grievance shall contain the following information:

1. Name of grievant;

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2. Specific article, section, law, rule, or policy allegedly violated, if known;
3. A specific statement of the grievance;
4. The personal relief desired;
5. The name of the representative, if any.

B. The grievance official shall arrange a meeting to be held within fifteen (15) calendar days after receipt to discuss the grievance. Within fifteen (15) calendar days following the meeting, the grievance official shall reply to the grievant and his/her representative in writing.

C. The Step 1 decision shall include the appropriate Agency contact to receive a Step 2 grievance.

STEP 2:

A. If the employee is not granted the requested relief with the reply received at Step 1, the grievance may be submitted to the next higher person in the chain of command over the person rendering the Step 1 decision within fifteen (15) calendar days from the receipt of the answer at Step 1. The Step 2 grievance shall be submitted in writing and shall contain the same information submitted in Step 1 (see Section 7, Step 1 A.), the Step 1 reply, and any additional information/evidence the employee wishes to submit.

B. The Step 2 official, or his/her designated representative, shall conduct such investigation as he/she deems necessary to determine the facts in the case. If requested by the employee or the Step 2 Official, he/she shall meet and discuss the grievance with the employee and/or the Union representative for the purpose of giving the employee the opportunity to make any argument he/she believes may impact the decision. The Union may decline the meeting in writing. The Step 2 official, after considering all the facts, shall render his/her decision in writing to the employee within fifteen (15) calendar days after the employee submits his/her Step 2 written grievance or within fifteen (15) calendar days after meeting with the employee and his/her representative, if such meeting is held.

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C. The Step 2 Decision shall include the appropriate Agency contact to receive a Step 3 grievance.

STEP 3:

A third step grievance must be filed within fifteen (15) calendar days from receipt of the Step 2 written decision to be timely. It must be filed with the higher management official above the step two official or his/her designee, as designated in the Step 2 decision. If requested by the employee or the Step 3 Official, he/she shall meet and discuss the grievance with the employee and/or the Union representative for the purpose of giving the employee the opportunity to make any argument he/she believes may impact the decision. The Union may decline the meeting in writing. The third step management official shall render a written decision within fifteen (15) calendar days after the meeting, or fifteen (15) calendar days after receiving the grievance if a meeting is not held. If the grievance is denied, the decision will set forth the reasons for the denial in writing. The Step 3 written decision is final and not subject to further review unless the matter is submitted to arbitration as discussed below.

SECTION 10. ALTERNATIVE DISPUTE RESOLUTION: At any point during the grievance process, the Parties, by mutual agreement, may elect to utilize the services of a mediator obtained for Alternative Dispute Resolution (ADR). Time periods shall be tolled during the ADR process. Enforcement of discipline, other than removal, may be held in abeyance during the ADR process by mutual agreement.

SECTION 11. HIGH LEVEL DECIDING OFFICIAL: Where an employee wishes to grieve a written decision to suspend or remove from a Designated Deciding Official at the Deputy Associate Director (DAD) level or above, the Grievance will be filed at Step 2 (See Section 8, Steps for Filing a Grievance above).

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GRIEVANCE AND ARBITRATION

SECTION 12. UNION GRIEVANCE:

A. Procedures: In the case of any grievance which the Union may have against the Agency, such grievance shall be submitted, in writing, to the DHA Director or their designee with a copy to the LMER Chief. In the case of any grievance which the Agency may have against the Union, it shall be submitted to the Local President, or their designee, with a copy to the Local's shared mailbox. The mailbox email address will be provided to the Agency by the Local President. Union grievances will be submitted, in writing, within fifteen (15) calendar days after the date of occurrence of the event giving rise to the grievance or the date the Party became aware of the occurrence and shall contain the following:

1. A statement setting forth the facts upon which the grievance is based;
2. The bargaining unit employee(s) or bargaining unit employee group(s) impacted by the grievance, if applicable;
3. The specific Article and section of the agreement, law, rule, regulation, or policy alleged to have been misapplied and/or misinterpreted; and
4. The relief sought.

B. Meeting: A meeting of the Parties will be held within fifteen (15) calendar days after receipt of the grievance with a written response by the appropriate Party within fifteen (15) calendar days after the meeting.

SECTION 13. ADVANCEMENT OF GRIEVANCE: Failure of the grievant or the Union to proceed with a grievance within any of the time limits specified in this agreement shall render the grievance void or settled on the basis of the last decision given by the Agency, unless an extension of time limits has been agreed upon. Failure of the Agency to answer a grievance within the time limits prescribed in each step shall allow the grievant or the Union to proceed to the next higher step of the procedure unless an extension of time limits has been agreed upon by the Parties.

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ARBITRATION

SECTION 14. SUBMISSION TO ARBITRATION: A request for arbitration may be invoked only by the Union or the Agency. If the Agency and the Union fail to settle any grievance under the negotiated grievance procedure, such grievance, upon written request by either the Agency or the Union within fifteen (15) calendar days after issuance of the final decision, may be submitted to arbitration. The Parties strongly agree that grievances or issues may be resolved informally and will attempt informal resolution before filing an arbitration. Meeting informally does not preclude either Party from invoking arbitration.

SECTION 15. SELECTION OF ARBITRATOR: On or after the date of the notice to invoke arbitration, the appropriate Party, as detailed in Section 15.1 below, will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons to act as an arbitrator:

1. Requesting the List of Arbitrators and Cost: The Parties will bear the cost of such list equally. The Parties will alternate the request and payment of the list. The flip of a coin will determine who will request and pay first. The parties shall meet within 10 calendar days after receipt of such list to select an arbitrator (this may be done virtually). The Parties shall jointly maintain a document detailing in chronological order which Party paid for which Arbitrator's List.
2. Striking Arbitrators: If the parties cannot mutually agree on one of the listed arbitrators, then the Agency and the Union will alternatively strike one potential arbitrator's name from the list of seven and will then repeat this procedure until one name remains. The remaining person shall be the duly selected arbitrator. The parties will choose lots to determine who strikes the first name.
3. Notification to FMCS: Following the selection, the moving Party will, within 14 calendar days, notify the FMCS of the name of the arbitrator selected. A copy of the notification will be served on the other Party. The time limits may be extended by mutual consent.

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SECTION 16. ISSUES: If the Parties fail to agree on a joint submission of the issue for arbitration, including any threshold issues, each will submit a separate submission and the arbitrator shall determine the issue(s) to be heard. The submission of the issue(s) for arbitration will be done once the arbitrator has been selected and will be submitted prior to the hearing, at a date to be determined by the arbitrator.

SECTION 17. ARBITRATION DATE: Upon selection of the arbitrator, the respective representatives for the parties will jointly communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing.

SECTION 18. WITNESSES:

A. Testimony: The Parties shall exchange a list of their anticipated witnesses no later than fifteen (15) days prior to the hearing. Upon exchange of the witness lists, the Agency will notify supervisors of employees who may be called as witnesses. The Agency will normally adjust the work schedule of employees in order to allow them to testify during their duty hours. It shall be the sole discretion of the arbitrator to determine who may testify. All Agency employed witnesses requested by the Union shall be on official time during the proceeding. Overtime shall not be paid except by order of the arbitrator or mutual consent. This does not preclude either Party calling witnesses after the submitting of the initial list.

B. Travel Expenses: Each Party will bear the expenses of its own witnesses who are not employees of the Agency and will be responsible for arranging for the appearance of those witnesses at the hearing. The Agency will bear the travel and per diem expenses of participating Agency employees to the extent permitted under the Joint Federal Travel Regulations (JTR). Upon request, bargaining unit employees will receive training on the Defense Travel System and how to request a Government Travel Credit Card (GTCC). Vouchers must be submitted within five (5) calendar days after returning from travel, pursuant to the DHA Travel Guidebook. Observers will not be entitled to travel and per diem expenses.

C. Management Officials: If the agency objects to the Union's request to call a management official at the Chief of Staff and above level as a witness, either Party may ask the arbitrator to make a ruling prior to the hearing.

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SECTION 19. LOCATION: The arbitration hearing will normally be held on the Agency's premises during the regular day shift hours of the basic workweek. All participants in the hearing who are bargaining unit employees will be in duty status. By mutual agreement or by decision of the Arbitrator for good cause, the Parties may select an alternative location for the hearing, including virtual hearings or hearings on the briefs/motions. Any costs incurred for a change in default location will be equally borne by the Parties.

SECTION 20. FEES: The arbitrator's fee and the expense of the arbitration, if any, will be equally borne by the Parties. If prior to the arbitration hearing or decision, the parties resolve the grievance the cancellation fee will also be shared equally.

SECTION 21. TRANSCRIPTS: When a formal hearing is used, verbatim transcription will be utilized if agreed to by both parties. The cost of this transcription service will be equally divided between the Agency and the Union. If the Parties cannot agree to share costs equally, either the Agency or the Union may utilize verbatim transcriptions at its own expense. If either Party desires a transcript of the proceedings, that Party will bear the expense of the transcript. If both parties desire a transcript, the parties will share the cost. Either Party may request to file a post-hearing brief, subject to the Arbitrator's approval.

SECTION 22. ARBITRATOR AUTHORITY: The arbitrator will be requested to render his/her decision as quickly as possible after the conclusion of the hearing or after submission of closing briefs, if applicable. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. In matters covered under Title 5 U.S.C. 4303 and 7512 which have been raised under this procedure, an arbitrator shall be governed by the applicable laws, rules, and regulations.

SECTION 23. EXCEPTIONS: The decision and award of the arbitrator will be final and binding except that either Party may file an exception to the award as provided in 5 U.S.C. Section 7122. The parties retain their rights under 5 USC § 7122, 5 USC § 7123, and 5 USC § 7702. The filing of an exception with the FLRA will serve to stay the implementation of any award until the FLRA accepts or denies the appeal.

SECTION 24. DISPUTES: Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement, including remanded awards.

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SECTION 25. RESTRICTIONS: The arbitrator will not in any manner or form whatsoever, directly or indirectly add to, detract from, or in any way alter the provisions of this agreement.

SECTION 26. ATTORNEY FEES: In accordance with applicable laws and regulations, and where attorney fees are allowed, the arbitrator may award reasonable attorney fees.

SECTION 27. EXTENSIONS: All time limits in this arbitration procedure may be extended by mutual written consent/agreement.

ARTICLE 41 PAST PRACTICE

SECTION 1. GENERAL PROVISIONS:

A. Definition: Pursuant to the Federal Labor-Management Relations Statute, 5 USC Chapter 71, and precedents of the Federal Labor Relations Authority, the Parties acknowledge that a past practice is established when a practice has been consistently exercised for an extended period of time, and followed by both Parties, or followed by one Party and not challenged by the other.

B. Existing Past Practices: Past practices and benefits not covered by this agreement shall remain in full force and effect during the life of this agreement unless, or until, changed by mutual agreement of the Parties.

1. Any past practices in place at the time of execution of this agreement, shall be discontinued if the practice violates this agreement, any law, Government wide regulation, or other appropriate authority outside of the Agency.
2. If any past practice is proposed to be discontinued, the Union shall be given an opportunity to bargain in accordance with the Statute.

SECTION 2. REQUIREMENT TO BARGAIN: The Agency may change a past practice only with prior notification to the union and appropriate bargaining in accordance with this agreement and 5 USC Chapter 71. Any changes to past practice or alleged past practice not specifically covered by this agreement shall be subject to negotiations between the Parties.

ARTICLE 42 MID-TERM BARGAINING

SECTION 1. INTRODUCTION: In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in 5 USC Chapter 71, and by subsequently prescribed government-wide rules and regulations implementing 5 USC 2302 (the prohibited personnel practices).

SECTION 2. PURPOSE: 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. 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 unit employees.

SECTION 3. MID-TERM REOPENER: By mutual consent of the Parties, the express terms of the Agreement may be amended. Negotiations shall be in accordance with the provisions of this Article.

SECTION 4. AGENCY NOTICE OF PROPOSED CHANGE: At any time, either Party may propose changes in conditions of employment not already covered by this Agreement.

A. Agency Initiated Request: For Agency initiated changes, the Union will be provided with reasonable advance written notice, not less than fifteen (15) days prior to the proposed implementation date, of any change affecting conditions of employment. The initial notice will, at a minimum, contain the following information:

1. A statement of the existing written policy, schedule, process, structure or organizational chart;
2. A statement and description as to the nature and scope of the proposed change
3. An explanation of why the proposed change is necessary;
4. If the proposed change is directed by an outside authority, the documentation from that authority, except to the extent such disclosure is prohibited by applicable law;
5. The number and location of employees the Agency anticipates will be affected;
6. The proposed implementation date; and

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7. The name and title of the Agency official to whom the Union should respond.

B. Union Response to Agency Notice: If in response to an Agency Notice, the Union desires to bargain, receive a briefing or waive, it must submit a response to the Agency within fifteen (15) days of receipt of the notice. Failure to submit a timely response shall constitute a waiver on the part of the Union. Upon request the Agency will provide information such as:

1. An explanation of the Agency's plans for implementing this change;
2. How the Agency expects these employees will be affected.

SECTION 5. UNION NOTICE OF PROPOSED CHANGE:

A. Notice of Union Initiated Request: If proposed by the Union, the initial notice will, at a minimum, contain the following information:

1. A statement and description as to the nature and scope of the proposed change;
2. An explanation of the expected benefit of the proposed change;
3. To the extent known by the Union, the location of employees affected.

B. Agency Response to Union Request: Upon a Union initiated request to bargain in connection with a matter for which a duty to bargain exists, the Parties shall mutually schedule bargaining normally to begin no later than fifteen (15) days from the time of receipt by Management of the Union's request.

SECTION 6. BARGAINING STRATEGY: The Parties will mutually agree on the style of bargaining (e.g. Traditional Bargaining with written proposals, Interest-Based Bargaining with identified interests or Hybrid. Traditional Bargaining shall be the default if the Parties fail to agree on the bargaining strategy. The Parties retain the right to mutually modify, withdraw, or add to any interests, concerns, or proposals they may have discussed or exchanged earlier.

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SECTION 7. GROUND RULES FOR MID-TERM BARGAINING: 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 USC Chapter 71. These ground rules are intended to supplement the procedure set forth in this Agreement and may only be changed by mutual consent. The Parties may mutually agree to adopt changes to ground rules.

A. Briefings: Either Party may request a briefing session to explore or explain the change and its impact on unit employees. This session may be scheduled in advance of the start of actual negotiations, or as part of the time allotted for bargaining.

B. Bargaining Teams:

1. Bargaining teams will normally consist of three (3) representatives from each Party.
2. Prior to the start of each negotiation session, management will notify the union of the number of negotiators they will bring to the next negotiation session. The union will be entitled to an equal number and will identify the names of those individuals to management prior to the start of negotiations so that arrangements may be made for their release on official time. The notification will provide the duty location, duty telephone number and the name of the immediate supervisor for each union member identified. If necessary, management will attempt to change the work schedules of union representatives to incorporate the negotiating hours into their work schedule. Each party may utilize alternate team members who may be used in lieu of primary team members when a primary team member is unable to attend
3. By mutual agreement, the number of negotiators may be increased based on the complexity and, or number of issues to be negotiated at the beginning or during negotiations.
4. The designated Union negotiators will be on duty 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 spend developing and drafting proposals.

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C. Adjustment of Work Schedules: Absent mutual agreement, the alternate work schedules and flexi place 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.

D. Alternates and Observers: Designated alternate(s) may substitute for committee members. Such designated alternates will be entrusted, by the chief negotiator, with the right to speak for and to bind the members for whom they substitute. Observers shall be permitted in negotiating sessions only by the mutual consent of the Parties.

E. Negotiation Sessions: The starting date and the daily schedule for negotiations will be established by the Chief Negotiators, taking into consideration the nature and proposed implementation date of the change. Bargaining sessions will be conducted Monday through Friday unless the Parties agree otherwise.

F. Facility Arrangements: Negotiations will be held in a suitable meeting room provided by the Agency at a mutually agreed upon site. The Agency 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, and access to at least one computer. The Agency 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.

G. Caucuses: It is agreed that either team may request a caucus and may leave the negotiation room to caucus at a suitable site provided by the Agency. 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 and provide a reasonable estimated time of return.

H. Reaching Agreement: 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. During negotiations, the Chief Negotiator (or an alternate) must be present and have the authority to bargain and reach agreement on behalf of the Party. 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 initial the other Party's copy. This will not preclude the Parties from reconsidering or revising any agreed-upon section by mutual consent.

ARTICLE 42 MID-TERM BARGAINING

I. Effective Date: The Agreement shall not be completed and finalized until all proposals have been mutually agreed. The effective date will be no sooner than thirty-one (31) calendar days from execution, or upon agency head approval, and the termination date will be no later than the termination date of this agreement. Agreements negotiated pursuant to this article will be subject to Union ratification (prior to official signature) and will be subject to Agency head approval pursuant to 5 USC § 7114(c).

J. Note Taking: No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a notetaker to keep notes and records during the sessions. Notetakers will not be counted as members of the official bargaining team. This section will be in compliance with 5 U.S.C. §7131.

K. Time Frames: Any time frames specified in this Article may be waived or extended by mutual agreement of the Parties.

SECTION 8. NEGOTIABILITY DISPUTES:

A. Resolution of Disputes: If, after a good faith effort, the Parties are unable to reach an agreement, the matter may be referred to the Federal Services Impasses Panel (FSIP) for resolution. If the Agency declares a proposal to be non-negotiable, the Parties agree to utilize the FLRA's ADR procedure for resolution and guidance. Management shall not implement the proposed change(s) prior to completion of full and proper negotiations, including impasse proceedings. Union participants in these negotiations shall be on official time for any third Party proceeding, including but not limited to, preparation and investigations. Nothing in this Article precludes the Parties from invoking the services of the Federal Mediation and Conciliation Service (FMCS) at any point in negotiations.

B. Resuming Negotiations: If any proposal is determined to be negotiable or the allegation of non-negotiability is withdrawn, a request to resume negotiations must be made within thirty (30) calendar days. The Parties will resume negotiations within a reasonable time after the request is made. Nothing in this section will preclude the right of judicial appeal.

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C. Scope of Bargaining: Any provisions disapproved during Agency Head review may be referred to the FLRA by the Union. Any provision found by the FLRA to be within the scope of bargaining will be incorporated into the final Agreement. If the FLRA sustains the Agency's determination that the proposal is outside the duty to bargain the Parties will return to the bargaining table within a reasonable period of time to resume negotiations over the subject matter of the proposal. Negotiations will be limited to the specific language/provisions disapproved under Agency Head Review.

D. Revisions: Nothing in this Section precludes the Parties from mutually revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations or mutually agreeing an extension of time limits in this Article.

SECTION 9. IMPASSE: Impasses in negotiations shall be resolved by recourse to the provisions of Section 7119 of the Federal Service Labor-Management Relations Statute. The Parties shall be deemed to be at impasse at the conclusion of thirty (30) working days, unless the Parties mutually agree otherwise. However, either Party or both Parties jointly may declare an impasse prior to the completion of the thirty (30) days. Either Party may request the FMCS to provide mediation services within ten (10) days after the impasse. The mediator shall be the sole judge of the procedures to be followed in attempting to resolve impasses.

A. Submission to the Panel: Any impasse not resolved through the FMCS may be submitted within ten calendar days by either Party to the FSIP to consider the matter under its regulations.

B. Postponement of Implementation: Other than an emergency, implementation shall be postponed allowing for the completion of bargaining, including impasse proceedings, except as required by law.

SECTION 10. WAIVERS: Nothing in this Agreement shall be deemed to waive either Party's statutory rights unless such waiver is clear and unmistakable (except as in Section SA).

SECTION 11. DATA BASE OF MEMORANDUMS OF AGREEMENT: An electronic data base for existing and future memorandums of understanding will be established and maintained by the Agency. This data may be facility based and will be made accessible to DHA Union Council Officials.

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SECTION 12. LOCAL SUPPLEMENTS:

A. General:

1. Contract provisions contained in Local Contracts/Supplements in existence prior to the MLA will continue in effect insofar as they do not conflict with the MLA.
2. Whenever any subject is addressed in the MLA, the terms of the MLA shall prevail over the provisions of the Local Agreement concerning the same subject.
3. Recognizing that the MLA cannot cover all aspects or provide definitive language for local adaptability on each subject addressed, it is understood that Local Supplements may include substantive bargaining on subjects not covered in the MLA so long as they do not conflict, interfere with, or impair implementation of the Master Agreement.

B. Procedures for Local Supplemental Agreements:

1. The Parties agree that any time after the MLA has been in effect for 30 days, the Parties, upon the request of either local party, may negotiate a Local Supplement to this Master Agreement. A Local Supplemental Agreement may cover negotiable matters regarding conditions of employment insofar as they do not conflict with the Master Agreement as defined in Section 1 above. This is not intended to preclude local bargaining of items that are not covered by the Master Agreement (i.e., policies, procedures, and directives initiated at the facility level or national level).
2. It is agreed that prior to implementation of any Local Supplement, the respective Parties shall forward their agreement to DHA Headquarters and the National Union for review. The national Parties shall review the Local Supplement within thirty (30) calendar days of its receipt. In the event either of the national Parties determines there exists a conflict with the MLA, they shall forward a written document to the respective local union and the other national Party identifying the conflict for resolution at the local level.

ARTICLE 42
MID-TERM BARGAINING

C. Ground Rules for Negotiating Local Supplemental Agreements: A standard set of Ground Rules are contained in Section 7 of this Agreement. The local Parties may negotiate their own ground rules; however, if they are unable to reach an agreement within thirty (30) calendar days following the date the notice of intent to negotiate, they must adopt the standard set of Ground Rules contained in this Agreement.

ARTICLE 43
DURATION OF AGREEMENT

SECTION 1. This Agreement shall remain in full force and effect for a period of three years after its effective date. It shall be automatically renewed for one-year periods unless either party gives the other party notice of its intention to renegotiate this Agreement, no less than sixty (60) nor more than one hundred twenty (120) days prior to its termination date.

SECTION 2. NEGOTIATION SCHEDULE: Negotiations shall begin no later than 45 days after these conditions have been met. If renegotiation of an Agreement is in progress but not completed upon the terminal date of this Agreement, this Agreement will be automatically extended until a new agreement is effect.

SECTION 3. AMEPDMEPTS APD MODIFICATIONS: This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.

MEMORANDUMS OF UNDERSTANDING

**MOU1: DEDICATED OFFICIAL TIME
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEFENSE HEALTH AGENCY (DHA)
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO (AFGE)**

PURPOSE

This Agreement is entered into pursuant to the provisions of 5 U.S.C. Chapter 71 and is between the Defense Health Agency (DHA) (hereinafter referred to as the “Agency”) and the American Federation of Government Employees (AFGE), AFL-CIO (hereinafter referred to as the “Union”), collectively referred to as the “Parties”. This Agreement covers all professional and non-professional bargaining unit employees (BUEs), as certified in Case Nos. WA-RP-24-0011 and contains the agreed upon terms in implementation of Dedicated Official Time for Union Representatives. This Agreement supersedes all previous Official Time articles or local supplemental agreements. Where local officers currently receive a higher percent of allotted official time, such officers will continue to receive their current allotment until they no longer are the local officer or for the duration of this agreement.

GENERAL PROVISIONS

The Parties agree that official time as described within this section is reasonable, necessary and in the public interest. To that end, dedicated official time for Union Representatives may be used in accordance with law, including for handling grievances and other complaints, other representational activities, and arbitration. It is understood that official time granted under this provision shall not be used for cross representation and is intended for representation of DHA bargaining unit BUEs in accordance with 5 U.S.C. Chapter 7131(d).

PROCEDURES

National Level: The Union at the National level will have an annual bank of official time hours equal to four (4) hours per bargaining unit position to be distributed among council and local union officials for the purpose of carrying out representational functions. Should the bank of hours become exhausted, the Union may submit a request for reasonable amounts of additional official time for representational purposes to the Labor Relations Office. Prior to the use of this official time, the Labor Relations Office, and the Union will develop a tracking accountability system for the bank of hours within 30 days after the effective date of this agreement.

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Distribution: The Union will notify the agency of how the time will be allocated to designated representatives throughout the bargaining unit. The Union at their discretion can designate official time for designated representatives up to 25%, 50%, and no more than 80% of their duty time. Providers (physicians, dentists, nurse practitioners, physician assistants, physical therapists, CRNAs, midwives, pharmacists, chiropractors, psychiatrists, social workers and psychologists) will be maxed 20% official time. Such time will be deducted from the Union's bank of official time hours.

Procedures: Any Union representative who uses official time will request permission from their supervisor using the Request for Official Time Form. It is understood that those individuals that have previously approved, routine official time will not have to resubmit official time requests, unless it exceeds their allotted block amount. All Official Time will be recorded using the Official Time Request Form and entered into the Automated Time and Attendance Production System (ATAAPS) utilizing the codes as follows:

1. **BA (Term Negotiations):** Official time used by an employee to prepare for and negotiate a collective bargaining agreement or its successor.
2. **BB (Mid-Term Negotiations):** Official time used by an employee to bargain over issues raised during the life the interim agreement.
3. **BD (Labor/Management /Training):** Official time used by an employee for activities not included in the other three categories. Examples of such activities may include meetings between labor and management officials to discuss general conditions of employment and union participation in formal meetings and investigative interviews.
4. **BK (Grievances and Appeals):** Official time used by an employee to process grievances up to and including arbitrations and to process appeals before various third parties such as: Merit System Protection Board (MSPB), Federal Labor Relations Authority (FLRA), the Equal Employment Opportunity Commission (EEOC), and the courts.

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Union Representatives Entering Other Work Areas: Upon entering a work area other than their own, to meet with an employee, the representative will advise the immediate supervisor of their presence, the employee(s) to be contacted, and the estimated duration of the meeting. The supervisor will then make a determination if the employee(s) can be released. If the employee(s) cannot be released at that time, the supervisor will advise the Union on an appropriate time when the employee(s) can be released. If the employee is delayed from meeting with the Union for more than a day, then the timeline for a grievance will be extended past the normal grievance procedures equivalent to the delay. The representative shall request from the supervisor of that work area official time for all unit employees with whom the representative wishes to meet.

Roster: The Union will provide the Agency with a listing of the National Council Representatives and delegated Local Union Representatives. The Union will also provide a timely notice of any change in representatives.

Accountability: For the purposes of accountability for this time, as such allocations are made, the National Council President will notify the Agency Labor Relations Office...cl quarterly report will be provided to the Agency Labor Relations Office, itemizing the current hours and balance.

Holidays: Holiday leave hours will not be included in the Union's use of official time.

DURATION

This Agreement is hereby incorporated as part of the Master labor Agreement (MLA) and is subject to the Date and Duration clause included therein.

**MOU2: ACQUISITION WORKFORCE PERSONNEL DEMONSTRATION PROJECT
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEFENSE HEALTH AGENCY (DHA)
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO (AFGE)**

PURPOSE

This Memorandum of Understanding (MOU) is entered into pursuant to the provisions of 5 U.S.C. Chapter 71 and is between the Defense Health Agency (DHA) (hereinafter referred to as the Agency) and the American Federation of Government Employees (AFGE), AFL-CIO (hereinafter referred to as the Union), collectively referred to as the "Parties". This MOU covers all professional and non-professional bargaining unit employees, as certified in Case Nos. WA-RP-24-0011, and contains the agreed upon procedures applicable to bargaining unit employees who work under the Acquisition Workforce Personnel Demonstration Project (AcqDemo).

GENERAL

The Union will be notified of any future modification of the AcqDemo project and conversions of general schedule (GS) bargaining unit employees into AcqDemo for any reason other than new employees hiring into AcqDemo positions. The Union will have an opportunity to meet and bargain the impact and implementation of any changes.

BUSINESS RULES

SECTION 1: On an annual basis, and whenever there is a change, the Agency will provide the Union with a list of all pay pools, with points of contact, for all bargaining unit employees. The Union shall also be provided each year with the payout rules for each pay pool and the broadband level factor descriptions/ discriminators to be applied by each pay pool (which may be available via the Department of Defense (DOD) Human Capital Initiatives (HCI) website).

SECTION 2: If the employee's contribution plan is changed during the performance year, the employee will be provided notice and the change will be documented in the Contribution- Based Compensation and Appraisal System Software for the Internet (CAS2Net) at least 90 days prior to the end of the rating cycle. The employee will be provided the opportunity to consult with the union and provide inputs to the plan prior to the change. If there is a change to a condition of employment or working condition of an employee that is greater than de minimis, the Union will be given notice and the opportunity to bargain before management implements the change.

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SECTION 3: Union representatives will be provided, upon request, with the information contained in the CAS2NET system that is necessary for representing individuals. The agency may request that the union provide a written designation from the employee before supplying the requested information.

SECTION 4: All new BUEs are required to complete the AcqDemo 101 and Contribution-Based Compensation and Appraisal System (CCAS) for Employees online training within sixty (60) days of conversion or onboarding to AcqDemo. The training will include the Overall Contribution Score (OCS), Contribution Rating Increase, Cash Award, and Time Off Award process.

POSITION REQUIREMENTS DOCUMENT

SECTION 1: The Position Requirements Document (PRD) will accurately reflect the duties, responsibilities, and Knowledge, Skills and Abilities (KSAs) for the occupational series, title, career path, and broadband level of the position. The PRD will also contain the CCAS Factors.

SECTION 2: Bargaining Unit employees will receive a copy of an updated PRD upon request.

PERFORMANCE APPRAISAL QUALITY LEVEL (PAQL)

SECTION 1:

A. In order to comply with 10 USC 1597(f) CCAS has been modified to embrace the quality of performance an employee demonstrates in achieving his/her expected contribution results through an assessment of performance under each of the contribution factors.

B. Performance criteria are defined in the three performance appraisal quality levels and include the criteria on which employee performance is appraised. They are assigned through the comparison of the CCAS factor expected contribution criteria, descriptors and discriminators, an employee's contribution plan, and the impact of the quality of the contributions on the organization.

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SECTION 2: Performance criteria and critical performance elements will be defined for each quality level, to include “Fully Successful” performance. Performance criteria will be written in a manner such that an employee is able to recognize when they exceed contribution criteria and achieve a performance appraisal quality level rating of “outstanding”. PAQLs recognize the contribution criteria and reflect the performance level of the work outcomes to the organization and mission.

SECTION 3: When an individual factor is rated “Outstanding” or “Unacceptable,” a performance narrative will be written to capture the justification for such rating. Supervisors will be instructed to include specific areas for improvement when an employee receives an unacceptable PAQL.

SECTION 4: Upon request, the supervisor will provide examples of what may be considered outstanding performance in each factor area. The employee may use these examples when drafting their contribution plans in the CAS2Net. The supervisor will document and date the method of communication and the employee will sign and date receipt. A copy of the contribution plan is maintained in CAS2Net. All employees who receive an outstanding in performance are eligible to receive compensation from the pay pool.

SECTION 5: Upon employee request, supervisors will meet with the employee to discuss progress of the contribution plan, areas needing improvement, assistance available, and expectations for the remainder of the cycle.

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CONTRIBUTION PLANS

SECTION 1: CCAS is an appraisal system that measures the employee's contribution and performance to the mission of the organization. The factors on which the employee will be rated will be those contained in the employee's position requirements document. A Contribution Plan (CP) outlines the expected contributions to the organization's mission for each employee throughout the rating cycle. The CP will be developed based on the duties identified in the PRD and IAW business rules. The CP is a written document, which is maintained online in CAS2NET, of contribution objectives tailored to the duties and responsibilities of each individual employee. The CP will accurately reflect management's expectations for contributions and ensure the employee's contributions are commensurate with their current salary.

SECTION 2: Management will ensure pay pools use the broadband level descriptors and discriminators as the benchmarks by which employees will be evaluated for their contributions along with each factor's expected contribution criteria for performance during the CCAS appraisal cycle.

SECTION 3: Employees and supervisors will jointly prepare the contribution plan. Employees are highly encouraged to actively participate in providing self-assessments. By not submitting self-assessments, employees forego the opportunity to highlight their accomplishments and contributions. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to contribution objectives to supervisors for consideration at any time or when the CP is being changed. The employee should provide these recommendations via CAS2Net. When an existing CP is issued, employees will be provided a reasonable amount of time to review and provide comments to the CP.

SECTION 4: At the beginning of each CCAS appraisal cycle, the supervisor should communicate the organization's mission and goals to the employee. Employees will be given the opportunity to provide input regarding proposed contribution objectives for the CCAS cycle via CAS2Net.

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A. The CP will address all three factors of contribution evaluation in the Contribution–Results – Impact (CRI) format. The supervisor will finalize the CP in CAS2Net and discuss the final CP with the employee IAW the AcqDemo Operating Guide. If additional clarification or explanation of the CP is provided during the discussion, the discussion will be documented in CAS2Net. The date and method of communication regarding the CP will be entered in CAS2Net by the supervisor.

B. Whenever an employee’s duties, mission, or goals significantly change in a manner that the CP is no longer applicable, the employee and supervisor will discuss the new duties, and the CP will be updated in CAS2Net as necessary. Employees will be allowed up to 2 hours to review and provide comments on the contribution plan. In the application of the overall contribution plan, the Agency will consider mitigating factors, such as availability of resources, equipment, lack of training, or the assignment of authorized tasks that take the employee away from normal work duties.

MID-POINT REVIEWS

SECTION 1: A minimum of one mid-point review will normally be held at the midpoint of the annual CCAS cycle. The employee may request additional feedback at any point during the CCAS cycle. The mid-point review allows employees and supervisors to discuss the employee’s current contributions and performance compared to the employee’s CP and allows the supervisor to provide feedback on how to improve contributions and performance or maintain current contribution and performance levels, compared to pay pool established rating criteria. The supervisor will finalize the mid-point review in CAS2Net and discuss it with the employee IAW the AcqDemo Operating Guide. If any areas of needed improvement are identified, or any other details the supervisor feels are pertinent to record are discussed, the discussion will be documented in CAS2Net. The supervisor will record the date and method of communication regarding the mid-point review in CAS2Net. Supervisors may consider discussions with employees when reviewing mid-point feedback records during final appraisal.

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SECTION 2: Prior to each scheduled mid-point review and the final CCAS appraisal, the employee is encouraged to provide "self-assessment" statements within CAS2Net, utilizing the "CRI" format and ensuring that all three factors are addressed. Employee self-assessment statements are voluntary, and the absence of a self-assessment statement alone will not justify a negative mid-point review, appraisal result, or PAQL score.

APPRAISAL PROCESS

SECTION 1: Employees will have access to training on writing effective "self-assessment" statements and contribution objectives. Training should include how to depict demonstrated quality of performance in achieving expected contributions. Employees will be granted a reasonable amount of duty time to complete "self-assessment" statements.

SECTION 2: When determining an employee's CCAS contributions, associated compensation, and performance, weighting of factors may be used at the discretion of the pay pool and pay pool manager IAW the AcqDemo Operating Guide and local business rules. Pay pools which include bargaining unit employees should ensure a Union representative be provided with a copy of pay pool business rules and provided an opportunity to provide feedback. The Union will be notified normally at least 15 calendar days prior to the CCAS pay pool deliberations taking place. Upon written request to the pay pool manager, the employee who has been designated as a Union representative shall have the opportunity to observe pay pool deliberations and provide written feedback. Any DHA non-supervisory employee who is not a member of the Pay Pool will not be allowed to observe their own Pay Pool. The total award budget set aside for CCAS awards will be IAW the Civilian Acquisition Workforce Personnel Demonstration Project (AcqDemo) Federal Register.

SECTION 3: The supervisor will communicate the appraisal Overall Contribution Score (OCS), PAQL score, factor scores, and pay adjustments to each employee in a formal feedback session. The supervisor will record the date and method of communication in CAS2Net.

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SECTION 4: Employees who are under CCAS for less than 90 consecutive calendar days and are in a pay pool as of September 30 will receive General Pay Increase (GPI) IAW the Federal Register.

SECTION 5: The pay pool manager and supervisors must ensure the employee information contained in the program is safeguarded during the CCAS process. The Privacy Act of 1974 applies to all data, regardless of whether finalized or not, during the entire process. Employee information, such as name, will not be disclosed outside of pay pool proceedings. Pay pool managers who convey the outcomes of the CCAS process must do so in a manner that ensures individuals cannot be personally identified.

SECTION 6: Supervisors will document counseling sessions when employees receive feedback for deterioration of contributions or performance. Feedback sessions should be conducted between the supervisor and employee when the deterioration in contributions or performance occurs. Documentation of these sessions should occur following counseling sessions. Deteriorating contributions or performance must be documented prior to initiating a Contribution Improvement Plan (CIP). After a reasonable time period, if the employee's performance does not improve to the successful level, the employee will be issued a CIP.

SECTION 7:

A. A CIP will afford the employee a reasonable opportunity to demonstrate acceptable performance, up to 90 days, for the employee to improve to an acceptable level of performance for the identified element(s). The CIP period may be extended as necessary by mutual agreement of the agency and the employee or employee's representative.

B. Supervisors shall notify the Union at least 5 work days prior to the issuance of a Contribution Improvement Plan. Upon request, the employee shall be permitted to have union representation at the meeting at which the CIP is issued.

SECTION 8: In addition, the CIP will identify:

1. The critical element(s) for which performance is unacceptable;

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2. Specific instances (e.g. date, counseling) of unacceptable performance;
3. The performance requirement(s) or standard(s) that must be attained in order to demonstrate minimally successful performance;
4. Which assigned tasks demonstrate the unacceptable performance and how they relate to an identified job requirement(s), element(s), and standard(s), as applicable;
5. A minimum of bi-weekly counseling to the employee and the identified supervisor or management official, on the progress made during the CIP period. Upon request, the employee may have union representation; and
6. Other assistance that will be provided to the employee which may also include formal training, on-the-job training, counseling, assignment of a mentor, offer Employee Assistance Program (EAP) assistance, or other assistance as appropriate.

SECTION 9: Employees whose performance is determined to be unacceptable will be given a reasonable opportunity to improve their performance. The supervisor will initiate an opportunity period to give the employee time to demonstrate acceptable performance. The opportunity period will be up to ninety (90) calendar days and may be extended. If the employee's performance improves to an acceptable level during the opportunity period and continues to be acceptable for one year from the beginning date of an opportunity period, all records of less than fully successful performance will be removed from the employee's records.

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SECTION 10: If the employee achieved fully successful accomplishment of the CIP requirements, the employee is provided written notification of adequate/improved contribution and performance and is advised that he/she must sustain adequate contribution and/or fully successful performance for up to one year from the beginning of the opportunity period. If there is another inadequate contribution and/or unacceptable level of performance finding within a one-year period from the beginning of the opportunity period, the employee can be issued a notice of contribution-based action, i.e., reassignment, reduced in pay (amount determined by organization), changed to a lower broadband level with or without a reduction in basic pay, or removed from Federal Service. Employee will sign the notice of improvement to acknowledge his/her receipt of the consequences of another inadequate contribution finding and/or unacceptable rating of record during the one-year trial period.

ACTIONS BASED ON UNACCEPTABLE CONTRIBUTIONS

SECTION 1: A decision to reduce pay or remove an employee for inadequate contribution or performance shall be IAW AcqDemo Operating Procedures. All employees shall be given a written notice of proposal to take a contribution or performance-based action at least 30 calendar days prior to the date the action will be effective.

SECTION 2: All relevant documentation pertaining to a reduction in pay or removal that is based on inadequate contributions or performance shall be preserved and made available for review IAW AcqDemo Operating Procedures. In the event that a proposed action does not take place because an employee has achieved an adequate level of contribution or performance the employee will be notified in writing that the proposed action will not be taken, with the employee receiving a copy and a copy retained in the Supervisor's Employee Work Folder and annotated in CAS2Net. Management will take appropriate action to timely effect any changes to an employee's performance records when it has been determined appropriate under the negotiated grievance procedures of the Master Labor Agreement (MLA) or other appeal process.

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TRANSFERS AND REASSIGNMENTS

SECTION 1: In the event of downsizing associated with a formal reorganization/realignment, management will inform potentially affected employees of the potential for downsizing at least 90 calendar days prior to the action taking place. Employees' performance ratings of record due before the issuance due date of specific Reduction in Force (RIF) notices will be submitted to the servicing personnel office in sufficient time for retention standing to be determined in accordance with all laws, rules, and regulations. Management will inform employees of their right to request reassignment or change to a lower grade at least 90 calendar days prior to downsizing occurring. Management will also instruct potentially affected employees on the appropriate procedures for requesting expedited reassignment or change to a lower broadband or grade as a Priority Placement Program (PPP) registrant after formal notice is provided to the affected employee if appropriate for that employee.

SECTION 2: Employees may receive a lateral reassignment to the same or different broadband with the same maximum base pay providing the employee meets OPM qualifications standards and Defense Acquisition Workforce Improvement Act (DAWIA) requirements for the position, as applicable. A new CP will be completed, or management will provide a written statement that there will be no changes to the CP due to the reassignment to ensure the employee understands the new assignment and the contributions and performance that are expected. Management should give a reasonable amount of notice to an employee before a management directed reassignment is made effective.

SECTION 3: If an employee is assigned to new duties that could potentially impact the employee's OCS, the employee will be provided notice of the date of the change, the lack of change to series, broadband level, and KSA's, and employee understanding of the change, and it will be documented by the Supervisor. A new CP will be completed, or management will provide a written statement that there will be no changes to the CP due to the reassignment to ensure the employee understands the new assignment and the contributions and performance that are expected.

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MOVEMENT TO A LOWER BROADBAND LEVEL

SECTION 1: In the event of a voluntary change to a lower broadband in the same or different career path, the employee's salary may be set at any point within the broadband level to which appointed, except that the new salary will not exceed the employee's current salary or the maximum salary of the broadband level to which assigned, whichever is lower. An employee's written request for a voluntary change to a lower broadband or different career path will include a reason(s) for the request as well as employee and supervisor signatures and dates. All actions shall be documented by use of an official personnel action and appropriately filed IAW local procedures. If the employee applies through a USA Job Announcement and is selected, this is considered the written request.

SECTION 2: Due to a contribution-based action, an employee may receive a reduction in pay within his/her existing broadband level and career path, be changed to a lower broadband level, and/or be moved to a new position in a different career path. An employee may only be involuntarily moved to a lower broadband after the pay pool manager determines that the employee contributions resulted in an inadequate contribution.

SECTION 3: When, due to either a contribution-based action or adverse action, an employee is involuntarily reduced in pay or changed to a lower broadband, any resulting involuntary reduction in pay will result in a basic pay level consistent with an employee's demonstrated contribution level. For involuntary change to lower broadband level, the employee's basic pay will be reduced in accordance with business rules and the AcqDemo Operational Guide. Employees placed into a lower broadband due to either an adverse or a contribution-based action are not entitled to pay retention.

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SECTION 4: In cases where an involuntary change to a lower broadband occurs that is not a result of adverse or contribution based action (i.e. RIF/Surplus), the employee's salary will either be their current salary if within the salary range of the new broadband, the maximum salary within the new broadband, or will receive retained pay, whichever is commensurate with the employee's current salary. The employee must receive at least 60 calendar days written notice prior to an involuntary change to a lower broadband in the same or different career path. The written notice will include a reason(s) for the change, the planned effective date, and associated appeal rights. In addition, the employee's and supervisor's signatures and dates will be documented on the written notice. All actions shall be documented by use of an official personnel action and copies will be documented by the Supervisor.

TEMPORARY PROMOTIONS

Employees who are serving in a temporary promotion will have their expected contributions adjusted accordingly, as appropriate, to account for the lack of contributions and performance relating to their primary position as outlined in their CP. Such time away from their primary position for temporary promotion duties will not be viewed as lack of contributions or performance.

OCCUPATION, SERIES, AND BROADBAND LEVEL CONCERNS

If an employee formally raises a concern pertaining to the occupational series, title, or broadband level of his or her position to the supervisor it must be done in writing. It is the supervisor's responsibility to inform the employee of the requirement for formal concerns to be in writing. At the employee's request, the union will be notified in writing after an employee appeal has been filed within 10 workdays. All documentation relied upon pertaining to the appeal will be provided to the union, upon union request, when the employee has designated the union as their representative.

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CCAS GRIEVANCES

SECTION 1: All employees who are in the bargaining unit may grieve CCAS OCS – categorical and numerical scores, rating of record, PAQLs, and the supervisor narrative assessment under the negotiated grievance and arbitration procedure in the MLA. The union may request aggregate data of the CCAS results following the closeout of an appraisal cycle (through a request for information).

SECTION 2: Bargaining Unit Employees are required to follow the Negotiated Grievance Procedure. Upon any changes to an employee's appraisal as a result of a grievance, the CAS2Net system will recalculate scores, compensation, supervisor's assessment, etc.

EMPLOYEES PERFORMING UNION REPRESENTATION RESPONSIBILITIES

SECTION 1: Union officials who perform representation duties 100% of their time are entitled to receive the General Pay Increase (GPI). Employees who perform union representation tasks less than full time will have their expected contributions and performance standards adjusted accordingly to account for time away from the job for union representation duties. Such time away from the job for union representation duties will not be viewed as lack of contributions or performance.

SECTION 2: Official DOD AcqDemo survey data, data regarding the CCAS rating cycle, and additional data concerning AcqDemo will be provided to the Union upon request (through Request for Information).

SECTION 3: All remedies available under the Master Labor Agreement or 5 USC 71 will remain available to the parties if concerns cannot be cooperatively resolved.

SECTION 4: Should the Agency permit employees to opt out of the AcqDemo pay structure at any future time, it shall provide notice to the Union and the opportunity to bargain before such processes are implemented.

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DURATION

This MoU is hereby incorporated as part of the Master Labor Agreement (MLA) and is subject to the Date and Duration clause included therein.

APPENDICES

APPENDIX A DOUGLAS FACTORS

SECTION 1. The Merit Systems Protection Board in its landmark decision, *Douglas vs. Veterans Administration*, 5 M.S.P.R. 280 (1981), established criteria that supervisors must consider in determining an appropriate penalty to impose for an act of employee misconduct.

SECTION 2. THE DOUGLAS FACTORS: The following relevant factors must be considered in determining the severity of the discipline (this is not an all-inclusive list):

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's work ability to perform assigned duties;
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. Consistency of the penalty with any applicable agency table of penalties;
8. The notoriety of the offense or its impact upon the reputation of the agency;
9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. The potential for the employee's rehabilitation;

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DOUGLAS FACTORS

11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

APPENDIX B

WORK SCHEDULE CHANGE REQUEST FORM



Publication date 11/29/2021

WORK SCHEDULE CHANGE REQUEST FORM

Read [instructions](#) carefully before completing this form.

PART 1: EMPLOYEE									
THE EMPLOYEE REQUESTING THE WORK SCHEDULE CHANGE COMPLETES ITEMS 1 - 10									
1. EMPLOYEE'S NAME			2. LOCATION			3. ORGANIZATION AND DIRECTORATE			
4. TYPE OF CHANGE TO WORK SCHEDULE <i>(select one)</i> Access descriptions of work schedule types <input type="radio"/> Basic Work Schedule <input type="checkbox"/> Traditional <i>(Do not complete the Tour of Duty information below if the Traditional work schedule is selected.)</i> <input type="radio"/> Flexible Work Schedule <input type="radio"/> Flexitour <input type="radio"/> Gliding <input type="radio"/> Maxiflex <input type="radio"/> Variable Day Schedule <input type="radio"/> Variable Week Schedule <input type="radio"/> Intermittent Work Schedule <input type="radio"/> Compressed Work Schedule						5. DURATION OF CHANGE TO WORK SCHEDULE <i>(select one)</i> <input type="radio"/> Permanent. This work schedule is effective until a new work schedule is submitted. <input type="radio"/> Temporary. This work schedule is effective until _____ 6. TITLE 38 <input type="radio"/> Yes <input type="radio"/> No			
7. REQUESTED PAY PERIOD TOUR OF DUTY									
WEEK 1		SUN	MON	TUE	WED	THU	FRI	SAT	SUNDAY PAY
Tour of Duty	Start Time								<input type="radio"/> Yes
	End Time								<input type="radio"/> No
Night Diff	Start Time								<input type="radio"/> Yes
	End Time								<input type="radio"/> No
WEEK 2		SUN	MON	TUE	WED	THU	FRI	SAT	SUNDAY PAY
Tour of Duty	Start Time								<input type="radio"/> Yes
	End Time								<input type="radio"/> No
Night Diff	Start Time								<input type="radio"/> Yes
	End Time								<input type="radio"/> No
8. ADDITIONAL COMMENTS									
9. EMPLOYEE'S SIGNATURE							10. DATE		



The Certifier responsible for approving the work schedule change request completes the next section



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PART 2: CERTIFIER

THE CERTIFIER RESPONSIBLE FOR APPROVING THE WORK SCHEDULE CHANGE REQUEST COMPLETES ITEMS 11 - 16

11. WORK SCHEDULE CHANGE APPROVAL		12. EFFECTIVE DATE
<input type="radio"/> Yes		
<input type="radio"/> No (If "No" is selected, provide the reason for denial in block #16 below)		
13. CERTIFIER'S NAME	14. CERTIFIER'S SIGNATURE	15. DATE
16. REASON FOR DENIAL		

Note: Management may need to adjust the proposed schedule to meet specific operational requirements.

STOP The Customer Service Representative (CSR) responsible for processing the work schedule change request completes the next section. **STOP**
Send this completed form to your Timekeeper for forwarding to your CSR.

PART 3: CSR

THE CSR PROCESSING THE WORK SCHEDULE CHANGE COMPLETES ITEMS 17 - 19

17. CSR'S SIGNATURE	18. TICKET NUMBER	19. CSR QA'S SIGNATURE (if applicable)

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Instructions

PART 1: The information in Part 1 is provided by the employee requesting the work schedule change.

EMPLOYEE'S NAME. The employee's last name, first name, and middle initial.

2. **LOCATION.** The employee's current location (e.g., SSO - Market or Seymour Johnson).

3. **ORGANIZATION AND DIRECTORATE.** The employee's current organization and directorate.

4. **TYPE OF CHANGE TO WORK SCHEDULE.** The work schedule type requested by the employee. Select one option from the list Basic Work Schedule, Flexible Work Schedule, or Compressed Work Schedule. Select the appropriate sub-type, as appropriate.

[Access descriptions of work schedule types](#)

5. **DURATION OF CHANGE TO WORK SCHEDULE.** The duration the requested work schedule. Select either Permanent or Temporary.

6. **TITLE 38.** The Title 38 status of the employee. Select either Yes or No.

7. **REQUESTED PAY PERIOD TOUR OF DUTY.** The start and end times for the requested pay period tour of duty. Include applicable information for Night Differential and Sunday Pay.

ADDITIONAL COMMENTS. The additional information for this work schedule change request, as needed.

EMPLOYEE'S SIGNATURE. The employee's electronic signature for the Work Schedule Change Request form.

10. **DATE.** The date the employee completes and signs the Work Schedule Change Request form. Click in the date field and select the date from the calendar.

PART 2: The information in Part 2 is provided by the certifier responsible for approving the work schedule change request.

11. **WORK SCHEDULE CHANGE APPROVAL.** The approval or denial of the employee's work schedule change request. Select Yes or No

12. **EFFECTIVE DATE.** The date the employee's work schedule change request becomes effective, consistent with the start of the pay period. Processing requires one pay period's advance notice. Click in the date field and select the date from the calendar.

13. **CERTIFIER'S NAME PRINTED.** The authorizing official's last name, first name, and middle initial. The authorizing official prints his/her name to indicate that he/she reviewed the work schedule change request.

14. **CERTIFIER'S SIGNATURE.** The authorizing official's, employee's supervisor, electronic signature for the Work Schedule Change Request form. This signature is required to process the request.

15. **DATE.** The date the authorizing official completes and signs the Work Schedule Change Request form. Click in the date field and select the date from the calendar.

16. **REASON FOR DENIAL.** The reason for denial of the work schedule change request. Enter information into this field if No is selected in #11 - Work Schedule Change Approval.

PART 3: The information in Part 3 is provided by the CSR processing the work schedule change request

17. **CSR'S SIGNATURE.** The electronic signature of the CSR that is responsible for processing the work schedule change request.

18. **TICKET NUMBER.** The ticket number for this work schedule change request.

19. **CSR QA'S SIGNATURE.** The CSR QA's electronic signature for the Work Schedule Change Request form, if applicable.

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Work Schedule Types

BASIC

Employees may have a standard schedule, which consists of five 8 hour days, 40 hours a week and 80 hours biweekly.

FLEXIBLE

Types of Flexible Work Schedules (FWS). Full-time employees with an 80-hour biweekly work requirement may determine their own schedule within the limits set by the employing activity. A part-time employee may determine his or her own schedule for a biweekly work requirement of less than 80 hours. According to the OPM Handbook of Alternative Work Schedules, the FWS types include the following:

- a. Flexitour is a work schedule in which an employee is allowed to select starting and stopping times within the flexible hours, which consists of five 8-hour days, 40 hours each week, and 80 hours biweekly. A fixed arrival time is established for each employee. Once starting and stopping times are selected, the employee continues to adhere to these times until the employing activity provides further opportunities to select different starting and stopping times.

Credit hours may be authorized for this schedule, up to 24 hours per pay period. Overtime is payable for work in excess of 8 hours in a day or 40 hours in a week on a flexitour work schedule.

- b. Gliding Schedule is an FWS, which consists of five 8-hour days, 40 hours each week, and 80 hours biweekly. Employees may select arrival and departure times each day and may change those times daily, while notifying their supervisors, as long as it is within the established flexible hours.

Credit hours may be authorized for this schedule, up to 24 hours per pay period. Overtime is payable for work in excess of 8 hours in a day or 40 hours in a week on a gliding schedule.

- c. Maxiflex is an FWS that contains core hours on fewer than 10 workdays in the biweekly pay period and the employee has a basic work requirement of 80 hours for the biweekly pay period. The employee may vary the number of hours worked on a given workday or the number of hours each week, within the limits established for the organization.

Employees may select arrival and departure times each day and may change those times daily, while notifying their supervisors, as long as it is within the established flexible hours. Core time is only required 3 days a week.

Credit hours may be authorized for this schedule, up to 24 hours per pay period. Hours worked in excess of 40 hours in a week will be assumed to have been at the employee's request and should be reported as credit hours. You cannot charge more than 8 hours to a holiday while on Maxiflex.

- d. Variable Day Schedule is an FWS that contains core hours on each workday in the week. Under the variable day schedule, a full-time employee has a basic work requirement of 40 hours

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per week and 80 hours biweekly, per pay period. The employee may vary the number of hours worked on a given workday within the week as long as the variation remains within the limits established for the organization.

Employees may select arrival and departure times each day, vary the length of the work day, and may change those times daily, while notifying their supervisors, as long as it is within the established flexible hours. Credit hours may be authorized for this schedule, up to 24 hours per pay period. Overtime is payable for work in excess of 40 in a week.

- e. Variable Week Schedule is an FWS that contains core hours on each workday in the biweekly pay period. Under the variable week schedule, a full-time employee has a basic work requirement of 80 hours for the biweekly pay period. The employee may vary the number of hours worked on a given workday or the number of hours worked each week, as long as the variation remains within the limits established for the organization.

Employees may select arrival and departure times each day, vary the length of the work day and work week, and may change those times daily, while notifying their supervisors, as long as it is within the established flexible hours.

Credit hours may be authorized for this schedule, up to 24 hours per pay period.

- f. Intermittent Work Schedule applies only to employees with an Intermittent or Intermittent Seasonal work schedule. Employees with intermittent work scheduled may report a maximum of 24 non-premium hours worked in one day, and a maximum of 40 non-premium hours worked in one week. They may not report Night Diff or Sunday Premium.

COMPRESSED

COMPRESSED WORK SCHEDULE: A compressed schedule is a fixed schedule that enables a full-time employee to complete the basic work requirements of 80 hours in fewer than 10 full workdays in each bi-weekly pay period by increasing the number of hours worked in the workday. See 5 U.S.C. § 6121 and OPM's Fact Sheet on Compressed Work Schedules.

The two most common compressed schedules are:

- a. Employees are permitted to work 4-10 hour days with one regular day off (RDO) each week. If the employee(s) RDO falls on a legal holiday (LH) the employee will need to put the "LH" on another day within the same pay period on their timecard.
- b. Employees are permitted to work 8-9 hour days and 1-8 hour day with one (RDO) each pay period. If the employee(s) RDO falls on a legal holiday (LH) the employee will need to put the "LH" on another day (in lieu of holiday) within the same pay period on their timecard.

References:

Volume 8: Civilian Pay Policy: https://comptroller.defense.gov/Portals/45/documents/fmr/Volume_08.pdf

APPENDIX C
AFGE – DHA REQUEST FOR OFFICIAL TIME FORM

AFGE - DHA Request for Official Time This form is provided for bargaining unit employees and Union representatives to request the use of ad-hoc Official Time (OT) ONE FORM PER USE											
REQUESTER'S NAME: _____ DATE: _____											
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"><div>From Date: _____</div><div>To Date: _____</div><div>Total Hours: _____</div></div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"><div>Departure Time: _____</div><div>Return Time: _____</div><div>ATAAPS Code: _____</div></div> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center; font-weight: normal;">ATAAPS CODE (Choose One)</th></tr></thead><tbody><tr><td style="width: 10%; text-align: center; font-weight: bold;">BA</td><td>Term Negotiations: official time used by Union Representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.</td></tr><tr><td style="text-align: center; font-weight: bold;">BB</td><td>Mid-Term Negotiations: Official time used to bargain over issues raised during the life of a term agreement.</td></tr><tr><td style="text-align: center; font-weight: bold;">BD</td><td>General Labor/Management Relations: Official time used for activities not included in the other three categories. Examples of such activities include meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.</td></tr><tr><td style="text-align: center; font-weight: bold;">BK</td><td>Dispute Resolution: Official time used to process grievances up to and including arbitrations and appeals of bargaining unit employees before various third parties, such as the MSPB, FLRA, EEOC and the courts.</td></tr></tbody></table> <p style="font-size: small; color: red; margin-top: 5px;">NOTE: Enter hours in ATAAPS as RG type hours, then add the appropriate NtDiff/Haz/Oth code: BA, BB, BD, or BK.</p>		ATAAPS CODE (Choose One)		BA	Term Negotiations: official time used by Union Representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.	BB	Mid-Term Negotiations: Official time used to bargain over issues raised during the life of a term agreement.	BD	General Labor/Management Relations: Official time used for activities not included in the other three categories. Examples of such activities include meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.	BK	Dispute Resolution: Official time used to process grievances up to and including arbitrations and appeals of bargaining unit employees before various third parties, such as the MSPB, FLRA, EEOC and the courts.
ATAAPS CODE (Choose One)											
BA	Term Negotiations: official time used by Union Representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.										
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BD	General Labor/Management Relations: Official time used for activities not included in the other three categories. Examples of such activities include meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.										
BK	Dispute Resolution: Official time used to process grievances up to and including arbitrations and appeals of bargaining unit employees before various third parties, such as the MSPB, FLRA, EEOC and the courts.										
<div>Location of Union business: _____</div> <div>Additional Information: _____</div> <div>_____</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>_____ Employee Signature</div><div>_____ Date</div></div>											
<div style="display: flex; justify-content: space-around; margin-bottom: 10px;"><div><input type="checkbox"/> Approved</div><div><input type="checkbox"/> Denied</div></div> <div>If denied, state reason and provide a mutually agreeable alternative time: _____</div> <div>_____</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>_____ Supervisor Signature</div><div>_____ Date</div></div>											

APPENDIX D

[BLANK] The Parties did not reach agreement on this provision.

APPENDIX E

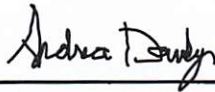
[BLANK] The Parties did not reach agreement on this provision.

SIGNATURE PAGE

SIGNATURE PAGE

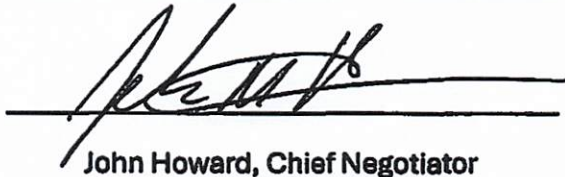
The signatures to this Agreement set forth the Parties' full and complete understanding that this is an accurate statement of the negotiated language agreed to by the respective bargaining teams during their negotiations as certified in Case No. WA-RP-24-0011 and are hereby agreed to and effective this 25th day of February 2025.

For the Defense Health Agency (DHA):

A handwritten signature in black ink, appearing to read "Andrea Dowdy", written over a horizontal line.

Andrea Dowdy, Chief Negotiator

**For the American Federation of
Government Employees, AFL-CIO (AFGE):**

A handwritten signature in black ink, appearing to read "John Howard", written over a horizontal line.

John Howard, Chief Negotiator