NEGOTIATED AGREEMENT BETWEEN

Headquarters
United States Army Training and
Doctrine Command (TRADOC)

United States Army
Center for Initial Military Training

United States Army Mission and Installation Contracting
Command, Field Directorate Office

United States Army
Capabilities Integration Center

And
National Association of Government
Employees, Local R4-12
Fort Eustis, Virginia

TABLE OF CONTENTS

PREAMBLE.....5

PURPOSE.....5

INTRODUCTION

Article 1 – Parties to the Agreement.....6

Article 2 – Provisions of Laws and Regulations.....7

Article 3 – Matters Appropriate for Negotiations or Consultation.....7

Article 4 – Past Practices.....8

COLLABORATION

Article 5 – Labor Management Forum & Pre-Decisional Involvement.....8

Article 6 – Access to Information.....9

RIGHTS AND RESPONSIBILITIES

Article 7 – Employer Rights and Responsibilities.....10

Article 8 – Employee Rights and Responsibilities 11

Article 9 – Union Rights and Obligations.....13

Article 10 – Union Representation.....14

WORKFORCE MANAGEMENT

Article 11 – Position Description and Position Classification.....16

Article 12 – Reorganization.....17

Article 13 – Details and Temporary Promotions.....17

Article 14 – Promotions 18

Article 15 – Training, Development and Career Management.....20

Article 16 – Performance Management.....21
Article 17 – Employee Recognition.....24
Article 18 – Disciplinary Actions.....25
Article 19 – Adverse Actions.....26
Article 20 – Furlough.....26
Article 21 – Reduction-In-Force, Demotions and Reinstatements.....27
Article 22 – Contracting Out.....28
Article 23 – Temporary Duty Travel.....28
Article 24 – Local Vicinity Travel.....29
Article 25 – Hours of Work/Alternate Work Schedules.....30
Article 26 – Overtime, Compensatory Time, and Compensatory Time for Travel.....35
Article 27 – Telework.....38
Article 28 – Holidays.....40
Article 29 – Annual Leave.....40
Article 30 – Sick Leave.....41
Article 31 – Leave Without Pay.....43
Article 32 – Family Leave.....43
Article 33 – Voluntary Leave Transfer Program.....45
Article 34 – Court Leave.....46
Article 35 – Excused Absences.....47
Article 36 – Campaign, Drives, Gifts and Volunteer Activities.....48

WELLNESS AND SAFETY

Article 37 – Civilian Health and Resiliency.....49

Article 38 – Employee Assistance Program.....50

Article 39 – Sexual Harassment.....51

Article 40 – Workplace Violence.....52

Article 41 – Employees with Disabilities.....53

Article 42 – Workplace Safety.....53

Article 43 – On-The-Job Injuries or Illness.....54

Article 44 – Employee Dress.....55

Article 45 – Smoking Policy.....55

DISPUTE RESOLUTION

Article 46 – Alternative Dispute Resolution.....55

Article 47 – Negotiated Grievance Procedure 56

Article 48 – Grievances Between Parties.....60

Article 49 – Arbitration.....60

Article 50 – Unfair Labor Practices.....61

Article 51 – Equal Employment Opportunity.....62

GENERAL PROVISIONS

Article 52 – Union Official Facilities.....63

Article 53 – Reserved Parking.....64

Article 54 – Payroll Withholding of Union Dues.....64

Article 55 – Duration of Agreement.....65

APPENDIX A - Definitions.....68

APPENDIX B – Acronyms.....72

PREAMBLE

In accordance with 5 United States Code, Chapter 71, and all its existing and future amendments, the following articles of this Agreement, together with all supplemental agreements and amendments which may be agreed to at later dates, constitute an agreement by and between the following organizations: Headquarters, United States Army Training and Doctrine Command, Army Capabilities Integration Center, the United States Center for Initial Military Training, and the Mission and Installation Contracting Command, Field Directorate Office at Fort Eustis, Virginia, collectively referred to as the **"Employer"**; and the National Association of Government Employees, Local R4-12, referred to as the **"Union"**. Collectively, the Employer and the Union shall be known as the "Parties".

PURPOSE

SECTION 1. The well-being of employees and the efficient and economical operation of the Employer require that orderly and constructive relationships be maintained between the Employer and the Union. The input from employees and the Union in the formulation and implementation of Employer policies and procedures affecting them, contributes to the effective conduct of public business. The Parties to the Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon the Agreement. It is the purpose of this Agreement, therefore:

a. To identify the Parties to the Agreement and define their respective roles and responsibilities under the Agreement.

b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and Union.

SECTION 2. It is intended that the Agreement will meet the following objectives:

a. Ensure fulfillment of the Parties' obligations under the Statute to include bargaining in good faith to promote good relations.

b. Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Employer.

c. Promote employee-management cooperation.

d. Facilitate the adjustment of disputes, grievances, impasses and appeals.

SECTION 3. The public interest requires high standards of employee performance together with the continual development and implementation of modern and progressive work practices to improve efficiency. The Union, as the representative of the employees, agrees to support the Employer in these efforts.

SECTION 4. The Parties agree that supervisors and employees should conduct themselves professionally and foster a positive work environment.

SECTION 5. It is recognized by all Parties that in order to bring about the stated purpose of this Agreement and preserve the public trust in carrying out the mission of the activities, a cooperative and constructive relationship must exist between the Union and the Employer.

ARTICLE 1
PARTIES TO THE AGREEMENT

SECTION 1. The Employer shall recognize the Union as the exclusive bargaining representative for all employees included within the recognized bargaining unit.

SECTION 2. The recognized bargaining unit is comprised of all employees of the Employer, except as excluded below.

SECTION 3. The following employees are excluded from the bargaining unit described above and from the coverage of this Agreement: (IAW 5 U.S. Code §7112 (b) (2), (3), (4), (6) and (7))

a. Management officials;

b. Supervisors;

c. Employees engaged in personnel work in other than a purely clerical capacity;

d. Professional and Confidential employees;

e. Non-Appropriated Fund employees;

f. Security guards;

g. Casual, temporary and term employees;

h. Any employee engaged in intelligence, counterintelligence, investigative or security work which directly affects National Security;

i. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency.

ARTICLE 2
PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, officials and employees, are governed by existing and future laws, executive orders and regulations in existence at the time this Agreement is approved and subsequently published policies and regulations required by law or by regulations of appropriate authorities.

SECTION 2. The fact that the Union agrees to published policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate to the extent required by law on any future policy and regulation. The Employer should give the Union the notice of change in existing rule, regulation that they are promulgating in order to engage in proper Impact and Implementation (I&I) over the change.

ARTICLE 3
MATTERS APPROPRIATE FOR NEGOTIATIONS OR CONSULTATION

SECTION 1. It is agreed and understood that matters appropriate for negotiation between the Employer and the Union are personnel policies, practices, and matters affecting conditions of employment of employees which are within the discretion of the Employer, including, but not limited to such matters as safety, training, labor management relations, employee services, methods of resolving grievances, leave, promotion practices, demotion practices, pay practices, reduction-in-force practices, all workforce shaping tools and practices, hours of work, and impact of abolishing position(s).

SECTION 2. It is recognized that this Agreement is not all-inclusive. The Employer agrees to provide the Union the opportunity to negotiate prior to implementing new policies, or changing any existing policies or practices. All impact and implementation (I&I) agreements will clearly establish the duration of the agreement and/or an expiration date. If either party finds current policy where the duration is not clear, the policy will be amended to make the duration evident and will I&I content if appropriate. The Union will be provided a copy of the revised policy and may request negotiations. To the extent revised policy change conditions of employment for bargaining unit members the Union will be offered the opportunity to request I&I negotiations. It is the Employer's intent to ensure fair and equitable treatment of all employees and partner with the Union to ensure such occurs.

SECTION 3. Either party has the right, at reasonable times, to confer with the other concerning subjects appropriate for consultation or negotiation as outlined in Section 1 above. The party desiring a meeting shall give reasonable notice to the other party specifying the subject matter to be discussed and, if appropriate, summarizing the incident or condition, if any, which necessitates the meeting.

SECTION 4. Prior to implementing any proposal impacting personnel, policies, practices, and matters, whether established by rule, regulation or otherwise, affecting bargaining unit employees' working conditions, management will notify the Union in writing. The Union will be afforded no less than fourteen (14) days to request I&I bargaining. The notification will indicate the proposed change and the planned implementation date, which will not be before the fourteen (14) days to request bargaining unless extenuating circumstances prevents it.

SECTION 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable portions of laws, rules and regulations.

ARTICLE 4
PAST PRACTICES

SECTION 1. Past practices are defined as conditions of employment, not specifically covered by this Agreement, which are followed by both Parties or followed by one Party and known by the other Party but not challenged. To constitute the establishment by practice of a term and condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Employer's knowledge.

SECTION 2. Laws, Office of Personnel Management regulations and this Agreement take precedence over past practices. Other bona fide past practices are binding upon the Parties until changed through the negotiation process.

ARTICLE 5
LABOR-MANAGEMENT FORUMS AND PRE-DECISIONAL INVOLVEMENT

SECTION 1. The Parties agree that Federal employees and the Union are an essential source of good ideas and suggestions on how to best deliver government services, improve efficiency, effectiveness, and enhance customer service. In order to operationalize this basic tenet of positive labor-management relations, the Parties agree to regularly participate in a Labor Management Forum. The Labor Management Forum is a collaborative forum to discuss government operations and an opportunity for the Employer to extend Pre-Decisional Involvement (PDI). The Labor Management Forum

will provide Pre-Decisional Involvement in workplace matters, without regard to whether subjects are negotiable under 5 U.S. Code Chapter 71.

SECTION 2. In addition to the HQ TRADOC LMF, the Parties encourage Labor Management Forums in larger organizations (e.g., DCS G-3/5/7, Army Capabilities Integration Center, DCS G-8). Such forums facilitate the input of bargaining unit employees and the Union in matters impacting that specific organization.

SECTION 3. The Employer agrees to engage the Union in pre-decisional discussions regarding workplace matters to the fullest extent practicable, and to provide adequate information to the Union on such matters expeditiously (where not prohibited by law). Such matters may include, as examples, reorganizations, the need to achieve efficiencies and staff an organization to meet budget targets, or the adoption of new technologies and tools in the workplace.

SECTION 4. The Parties agree to convene semi-annually and on an ad hoc basis at the request of either party. The Parties will jointly develop and ratify an operating charter.

ARTICLE 6
ACCESS TO INFORMATION

SECTION 1. The Parties understand that access to current, accurate and complete information, transparency, and robust communications are the foundations upon which proactive and productive labor-management relations are built. To ensure supervisors and employees have access to the information they need to be effective in their jobs and to align their efforts with the Employer's mission, the Employer and the Union agree to exploit current technologies and multiple media sources to provide information.

SECTION 2. The Employer agrees to create and maintain a central repository for all policies, regulations, agreements, procedures, delegations of authority, and other reference materials that are relevant to personnel policies, practices and working conditions. The Union will be notified when new or revised material is posted to the website. The goal is to ensure appropriate reference materials are available to supervisors, employees and the Union, 24/7. This repository will be web-based and accessible. It will, as a minimum, include the collective bargaining agreement, Weingarten Rights, all HQ TRADOC policies which address matters related to working conditions, and TRADOC delegations of human resource authorities. Links will be provided to other websites that are of general interest to Federal civilians such as those maintained by the Office of Personnel Management, Department of Defense and Department of Army, the Civilian Human Resources Agency and local organizations. TRADOC Deputy Chief of Staff, G-1/4 staff will establish and maintain the web-site. The site will provide a link to a Union SharePoint site. The Union may request posting of information of the type outlined above on the DCS, G-1/4 web-site. Unless the material only addresses internal Union business, the Employer will favorably consider such

requests by expeditiously posting the requested information. In cases where the Union's request is denied, the Employer will provide written rationale for its decision not to post.

SECTION 3. The Employer will provide the Union with the capability needed to develop and maintain a SharePoint Portal that employees can access using their common access card. By providing this site, it is understood that the Employer does not support or discourage Union membership. The Union will control employee access to this SharePoint Portal to include providing access to two (2) DCS, G-1/4, Civilian Human Resources Directorate representatives who will periodically monitor the site for unauthorized material. The Union agrees to manage the content of this site and will not permit the posting of inappropriate information. Some examples include information that violates the Hatch Act, is defamatory, creates a hostile work environment, or otherwise violates published standards of conduct.

SECTION 4. The Employer will provide the Union, on a stand-by basis, the opportunity to have its representatives attend any locally available, government-sponsored, SharePoint training that can be provided at no-cost. If the Employer adopts software other than SharePoint to support knowledge management, collaboration and information sharing, the Union will be provided the new software and the network capability needed to generate a new replacement portal.

SECTION 5. Employees will be authorized reasonable amounts of duty time to access the central repository and any SharePoint portal the Union chooses to create, as long as such access does not detract from the employee's productivity and completion of important deadlines. If use is deemed excessive, the supervisor will provide the employee clear direction as to time limits.

SECTION 6. The Union may submit appropriate notices for posting to the scrolling electronic information board. When posted, the information will be presented in a format and size consistent with other information.

ARTICLE 7
EMPLOYER RIGHTS AND RESPONSIBILITIES

SECTION 1. Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any management official of the Employer

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

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees, or to suspend,

remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determination with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

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

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

(b) Any other appropriate source;

(4) Subject to existing laws and regulations, to take actions necessary to carry out the Employer's mission during emergencies.

SECTION 2. Management and the Union agree that early and continual engagement is often beneficial to the organization and efficient mission completion. Nothing in this Article shall preclude the Employer and the Union from negotiating:

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

b. Procedures which management officials of the Employer observe in exercising any authority under this Article; or appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management official.

ARTICLE 8
EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1. The Employer and the Union agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, encourages common courtesy, assures fair and equitable treatment of employees, and maintains high standards of employee performance. The Employer, in concert with the Union, will take timely action to correct and improve unacceptable conduct and performance, consistent with this Agreement.

SECTION 2. Employees shall have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or policy.

SECTION 3. Employees shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist the Union, or to refrain from any such activity in accordance with 5 U.S. Code Chapter 71 and applicable laws and regulations. In the exercise of this right, employees shall be free from all interference, coercion, restraint, retaliation and discrimination. Union membership shall not be encouraged or discouraged by the Employer, any supervisor or management official. Employees may contact the Union on duty time, and may meet, subject to supervisory approval and mission requirements.

SECTION 4. Employees have the right to be represented by an attorney or by a representative, of their choice, in any action excluded from the Negotiated Grievance Procedure, Article 47.

SECTION 5. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in the Payroll Withholding of Union Dues, Article 54.

SECTION 6. Under the Weingarten Rights, the employee has the right to be represented by the Union at any examination, meeting or investigation by a representative of the Employer if the employee reasonably believes that the outcome may result in disciplinary action against the employee, and the employee requests such representation. Once the employee chooses to exercise this right, no further questioning or action will take place until the employee's representative is present. Pursuant to the Statute, employees shall be informed of this right annually.

SECTION 7. Consistent with the Access to Information Article 6, the Employer agrees to make its rules, regulations, policies and practices affecting employees readily available. Employees should regularly visit the DCS, G-1/4 web-site.

SECTION 8. The Employer or its designee will ensure all bargaining unit employees receive written notification of bargaining unit status and union contact information. The Union will provide updated contact information for distribution. The Civilian Personnel Advisory Center (CPAC) will provide a list of bargaining unit employees in-processed and their contact information to the Union within fourteen (14) days of in-processing. The Union will be afforded the opportunity to address new employees during any mass orientation or on-boarding that may be conducted. If orientation or on-boarding is conducted on an individual basis, union contact information will be provided to the employee.

SECTION 9. Employees have the freedom to exercise any right of appeal granted by law, rule, regulation, or this Agreement without fear of reprisal.

SECTION 10. The Employer will inform employees of all specific guidance or policies relevant to his job requirements.

SECTION 11. Employees are encouraged to bring violations of law, policy and/or regulation to the Employers' attention without fear of reprisal.

SECTION 12. An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer reaffirms the right of an employee to conduct his private life as he deems fit provided such conduct does not discredit the Federal service or impair its efficiency. Employees are responsible for complying with Standards of Conduct prescribed in the Joint Ethics Regulation.

SECTION 13. In accordance with the Freedom of Information Act (FOIA) and the Privacy Act, employees may request any documents maintained in a system of records. The exercise of this right does not interfere with the Union's right to request the same information under 5 U.S.C. §7114 (b) (4) if deemed necessary.

ARTICLE 9
UNION RIGHTS AND OBLIGATIONS

SECTION 1. Consistent with 5 U.S. Code Chapter 71 and this Agreement, the Union is entitled to act for, or represent the interests of all bargaining unit (BU) employees, collectively or individually, described in Article 1 of this Agreement. The Union will accept all eligible employees as members without discrimination based on race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, handicapping condition, or labor organization membership.

SECTION 2. The Union will be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more BU employees concerning any personnel policy, practice, or other conditions of employment. Further, the Union will be given the opportunity to be present at any examination, meeting or investigation of an employee by a representative of the Employer in connection with an investigation if:

a. The employee reasonably believes that the examination, meeting or investigation may result in disciplinary action against the employee; and

b. The employee requests representation.

SECTION 3. The Parties will act collaboratively to increase productivity and the efficiency of government operations. The Union will encourage employees to maintain effective supervisor and employee communications and the highest standards of work productivity and quality.

SECTION 4. Consistent with the Negotiated Grievance Procedure, Article 47, the Union has the right to represent an employee or group of employees in presenting a grievance or other appeal or when raising matters of concern or dissatisfaction with management concerning conditions of employment. The Union has the exclusive right to represent employees under the Negotiated Grievance Procedure of this Agreement. An employee or group of employees may present a grievance without union representation. However, the Union must be notified and invited to all discussions and meetings that address any employee's issue. Any resolution must be consistent with the terms of this Agreement.

SECTION 5. Designated Union officers and stewards who are BU employees, will be granted official time to conduct representational activities authorized by the Statute. Official time will not be used for internal Union business.

SECTION 6. When it is necessary for a Union officer or steward to leave his workstation for representational purposes, as defined by 5 U.S.C. §7131 of the Statute, he will, in communication with the supervisor, work out an appropriate time for such absence. He will also inform the supervisor of the general purpose and general location he intends to visit.

SECTION 7. Union officers and stewards who use official time pursuant to this Agreement will submit all official time using the Automated Time, Attendance, and Production System (ATAAPS) or Employer-approved timekeeping system.

SECTION 8. The Union shall be permitted to notify employees of its meetings or other appropriate information through the Employer's e-mail system.

SECTION 9. The Union may request any and all information kept on record, in accordance with applicable laws and regulations, consistent with 5 U.S.C §7114(b)(4).

ARTICLE 10
UNION REPRESENTATION

SECTION 1. The Employer shall recognize the officers and duly designated stewards of the Union. Union stewards shall be employees from the bargaining unit. The Union will keep the Employer advised in writing of the names of its officers and stewards and will update the list as changes occur.

SECTION 2. The total number of stewards shall be reasonable and will not exceed twenty (20). The Union will not overburden an organization by appointing a disproportionate number of stewards from within the same organization. If, unbeknownst to the Union, an employee who is selected to serve as a steward has been denied a security clearance or has had his security clearance suspended or revoked, upon notification of such, the Union will rescind the selection.

SECTION 3. Union stewards and officers shall be authorized reasonable official time during duty hours to perform representational duties. There shall be no restraint, interference, coercion, or discrimination against the representative because of the performance of such duties.

SECTION 4. A Union steward or officer, while on representational duties within the terms of this Agreement, shall:

a. Obtain the permission of the appropriate supervisor prior to leaving his assigned work area to conduct such business,

b. Inform the supervisor of the general nature of the duty, general location, and anticipated duration,

c. Report back to the appropriate supervisor upon return to the work area.

SECTION 5. A steward or officer of the Union may enter a work area in order to perform representational duties. Union access to employees will not be restricted on a normal or ongoing basis. If such duty is expected to be more than a momentary disruption of work, the supervisor shall be notified of the expected duration of visit. However, if the time of visit will greatly impact operations, the supervisor will notify the Union representative, explain the reason for delay, and establish a mutually-agreeable time with less impact to operations.

SECTION 6. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official representational duties and non-official activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union officers, or conducting elections for employee organization will be conducted before or after scheduled working hours, or during lunch. Union stewards and officers of the Union may receive and investigate, but shall not solicit complaints or grievances from an employee.

SECTION 7. Union officers will be authorized twenty-four (24) hours official time and Union stewards will be authorized sixteen (16) hours official time within a twelve (12) month period to attend training sponsored by the Union provided the training is not solely for internal union business. Any training directly related to the Collective Bargaining Agreement (CBA) negotiation, or re-negotiation, or any management sponsored training of which the union is invited to attend will be official time and is exempt from this limitation.

SECTION 8. The Union shall submit in writing to the Director, Civilian Personnel Advisory Center (CPAC), normally fourteen (14) days in advance, any request for administrative leave for training or orientation. The request will include the following information: Name(s) of employee(s); date; time; place of training or orientation sessions; specific

subject matter to be covered. A decision will normally be rendered within seven (7) days of request.

SECTION 9. The Union is responsible for funding all Union training.

ARTICLE 11
POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

SECTION 1. The Employer will advise employees where they can obtain a copy of their position description (PD) within thirty (30) days of initially being assigned to a position, and as major changes are made. An employee's supervisor shall discuss with the employee any major change he contemplates making to the employee's position description before any changes are made except under extenuating circumstances, e.g., the prolonged absence of the employee.

SECTION 2. The duties listed in job descriptions are not set forth for the purpose of limiting assignment of work. They are not to be construed as a complete list of the many duties normally to be performed under a job title or those to be performed temporarily outside an employee's normal line of work. The phrase "other duties as assigned" shall not be used as the basis for the assignment to employees of duties which are not reasonably related to their major duties, except on a temporary or emergency basis.

SECTION 3. The Employer will ensure that the official position description of record is an accurate statement of duties assigned and performed. At a minimum, the Employer will review the position description with the employee during the annual performance counseling session.

SECTION 4. Position Classification Standards are available to employees and the Union at the U.S. Office of Personnel Management (OPM) website: http://www.opm.gov/policy-data-oversight/classification-qualifications/

SECTION 5. If an employee believes that his position description does not accurately describe the duties assigned and/or performed, he should seek his supervisor's resolution of the concern. Consistent with the Negotiated Grievance Procedure, Article 47, if a satisfactory resolution is not reached, the employee may grieve the accuracy of his position description.

SECTION 6. An employee who believes his position is not properly classified (incorrect title, pay plan, series or grade) may file a classification appeal. A General Schedule (GS) employee may appeal directly to Department of Defense (DoD). If dissatisfied with the DoD decision, the employee may file a subsequent appeal to Office of Personnel Management (OPM). A GS employee also has the option of appealing directly to OPM, bypassing DOD channels.

ARTICLE 12
REORGANIZATION

SECTION 1. Reorganization is defined as the elimination, addition, or redistribution of major functions or duties that will change the organizational structure.

SECTION 2. The Employer shall notify the Union of pending reorganizations prior to a formal announcement to the workforce. When feasible, the Employer will meet with the Union to discuss planned reorganizations prior to making final decisions. At that time, the Union may make its views and recommendations known for consideration by the Employer. Consistent with Matters Appropriate for Negotiation or Consultation, Article 3, the impact and implementation of a reorganization will be negotiated upon request of the Union.

SECTION 3. Functions realigned as a result of a reorganization or reductions shall only be transferred to a contractor, consistent with the Article 22, Contracting Out.

ARTICLE 13
DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. A detail is the temporary assignment of an employee to a different position, or to a set of duties performed for a specified period of time, with the employee returning to his permanent position at the end of the detail. A detail may be used to fill a temporary need, such as in the absence of another employee, until a position can be filled permanently under merit promotion procedures, or to accomplish a specific, short-term project. Competitive details are also a means to provide experiential, career-broadening assignments to civilians in order to develop their competencies to meet Army talent needs and their own career aspirations. A detail may be competitive or non-competitive, consistent with regulations, statutes, and this Agreement.

SECTION 2. Supervisors will select employees for detail based on merit and job-related factors. Supervisors will inform employees of management-initiated details to include the reasons, duties and estimated duration. Supervisors will establish controls to ensure that details are recorded and terminated on-time and for approving extensions prior to a detail's expiration date. Supervisors will officially document the detail and ensure performance during any detail period is documented in an employee's performance objectives and appraisal. Employees should update their resume to reflect any experience gained through a competitive or non-competitive detail.

SECTION 3. Any detail to higher-graded duties that will extend beyond one hundred-twenty (120) days, must be effected as a competitive temporary promotion.

Supervisors, subject to funds availability, will consider the use of a non-competitive temporary promotion to cover details for more than thirty (30) days, but less than one hundred-twenty (120) days. Such temporary promotions must be consistent with regulatory prohibitions that bar an employee from being temporarily promoted or detailed to higher graded duties for more than one hundred-twenty (120) days in the preceding fifty-two (52) week period unless competitive merit promotion procedures are used. A temporary promotion may be made permanent without further competition, provided the temporary promotion was originally made under competitive procedures, and the fact that it might lead to a permanent promotion was made known to all potential candidates.

SECTION 4. The supervisor will ensure the area of consideration for details and temporary promotions is appropriate for the type and duration of the anticipated need in order to minimize disruption to the organization and to ensure the right skills are available to accomplish the mission. When a detail or temporary promotion is used to fill a temporary gap in an organization or to accomplish a special, short-term project, first consideration should be given to the employees in the immediate organization that are qualified, interested and available. Competitive details will be consistent with the applicable merit promotion plan or with the conditions of the professional development program under which the opportunity is provided.

ARTICLE 14
PROMOTIONS

SECTION 1. Promotion of employees will be made on the basis of merit.

SECTION 2. The Employer agrees to publish vacancy announcements on USAJOBS. If it is known that multiple vacancies will be filled, it will be stated on the vacancy announcement. Nothing in this Article shall affect the authority of the Employer to fill positions, make selections for appointments from properly constituted, ranked, and certified candidates for promotion, or from filling positions from any appropriate source.

SECTION 3. When the Employer uses a panel (to include virtual) to fill a bargaining unit position, the Union will be notified and may nominate a disinterested non-applicant external to the organization to serve as an observer to the panel proceedings.

SECTION 4. The Employer agrees that applicants will be evaluated in accordance with the applicable Merit Promotion Plan (MPP).

SECTION 5. The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunities to internal employees. Therefore, the minimum area of consideration in Merit Promotion will be in accordance with the applicable MPP.

SECTION 6. The Employer agrees that selections for vacancies will normally be made within fifteen (15) days after receipt of the Selection Referral List. Upon request, any unsuccessful bargaining unit applicant who was referred will be informed of the reason(s) for the selection within fifteen (15) days after receipt of the request. Supervisors are encouraged to respond to applicants who were not referred to the selecting official as to how they may improve their chances for referral.

SECTION 7. It is understood that non-selection from a properly constituted, ranked, and certified referral list is not grievable. However, an employee may grieve if he feels that a referral list was not properly constituted, ranked, and certified. The employee may have Union representation. When the Union is representing an employee, the Employer will make available for review all materials necessary to reconstitute the referral list. Any grievance filed will be consistent with the Negotiated Grievance Procedure, Article 47.

SECTION 8. Upon request to their immediate supervisor, employees will be informed how they may avail themselves of opportunities for self-improvement that will enhance their prospects for future promotion. The Employer will not deny an employee the opportunity to compete for developmental assignments or promotions.

SECTION 9. A noncompetitive career promotion of an employee whose position was reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities may be made when it is determined that open competition is not warranted. All of the following circumstances must be met in order to exempt the promotion from competitive procedures:

a. There are no other employees in the unit supervised by the selecting official who are performing identical duties (at the same grade) to those performed by the employee prior to addition of the duties and responsibilities;

b. The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into the new position;

c. The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position; and

d. The employee meets all qualification requirements for the position; and

e. The employee will not have two consecutive non-competitive promotions due to accretion of duties.

ARTICLE 15
TRAINING, DEVELOPMENT AND CAREER MANAGEMENT

SECTION 1. The Employer is committed to developing a well-trained and ready Civilian workforce with the capabilities to execute Army's current and future missions. Career Programs and Command Career Program Management staff are dedicated to supporting this strategic imperative. The Employer will make every effort subject to available funding to provide training that increases efficiency and effectiveness of their employees with the competencies required to successfully accomplish the Army's mission.

SECTION 2. All employees will be assigned to an Army career program. The Employer will ensure employees are aware of their assigned career program and the support available to them to assist in managing their careers.

SECTION 3. Supervisors will ensure all employees have an individual development plan (IDP) commensurate with the employee's career aspirations and to meet mission requirements. The IDP will address competency gaps. As a minimum, supervisors and employees will review and modify as appropriate IDPs during the employees mid-year and annual performance review.

SECTION 4. The Employer will publicize training opportunities and inform employees how to apply for training. Additionally, the Employer will ensure fair and open competition is used to select employees for education, training, and developmental opportunities. The Employer and the Union may jointly establish training committees to consider training opportunities and to discuss training needs of employees. The Union President or his designee may participate.

SECTION 5. Supervisors will, consistent with mission requirements, provide employees the opportunity to attend job-related technical and leader development training and support the employee's education and self-development goals. Supervisors will not deny an employee the opportunity to apply for development assignments.

SECTION 6. Employees will take an active role in the management of their careers. The Employer will endeavor to provide employees the training or assistance necessary to maintain the competencies needed to perform their assigned duties. Employees will apply for and attend mandated training, e.g., Civilian Education System (CES) training, and may apply for competitive professional development opportunities which support their career goals and meet the Employers' future needs.

ARTICLE 16
PERFORMANCE MANAGEMENT

SECTION 1. The Employer and the Union affirm the importance of a collaborative, transparent and meaningful performance management process. Good performance management ensures employee's efforts are aligned to the mission, that an employee understands his supervisor's expectations and accountability is established through assessment and feedback. Outcomes of the performance management process impact awards and recognition, hiring and promotion decisions, effective career management, individual development plans (IDPs), succession planning, and an employee's Reduction-In-Force (RIF) retention standing. Good performance management improves employee engagement, team cohesion, employee retention and minimizes conflict. Due to its importance, the Employer will ensure the performance management system is given appropriate priority, time, and resources. Effective and frequent communication between the supervisor and the employee will eliminate surprises at the end of a rating period.

SECTION 2.

a. Performance objectives will be identified and established for each individual employee's position and rating period. Supervisors will write SMART Objectives (i.e., specific, measurable, achievable, relevant, time-bound) and will consider employee input. Objectives will be written to ensure employees have an adequate opportunity to exceed expectations. The Employer and the Union will encourage employees to actively engage in the performance management process to include providing feedback, input on accomplishments, and the need for additional assistance, training or guidance.

b. Planning for professional development is an integral part of the performance management process. Supervisors will ensure all employees have an IDP commensurate with the employee's career aspirations and to meet mission requirements. An employee will not be adversely impacted if IDP mandated training is not accomplished through no fault of the employee.

SECTION 3. The supervisor will counsel employees at the beginning, near the mid-point, on an as-needed basis, and at the end of the rating cycle. The Employer will provide employees with the timely guidance needed to improve performance outlining how to meet and exceed performance objectives. When a deficiency is noted, and an employee's performance needs improvement, a written counseling statement will be provided. The employee has the right to provide written comments to any counseling and will be provided the opportunity to do so.

SECTION 4. The rating official will discuss an appraisal with the employee prior to making it a part of the employee's record. Although not required, the supervisor may allow a union representative to attend any counseling or performance-related meeting, if requested. All appraisals will be made in a fair and objective manner.

An employee's signature only indicates that the appraisal was received and discussed, and is not an indication of an employee's agreement or disagreement with the appraisal.

SECTION 5. If a supervisor determines that the employee is failing one or more of their performance objectives, the supervisor shall identify the specific performance deficiencies. After this determination, the supervisor shall develop, in consultation with the employee and the Civilian Personnel Advisory Center, a written Performance Improved Plan (PIP). The goal of a PIP is to return the employee to a "Fully Successful" level of performance as soon as possible.

a. The PIP will identify the employee's specific performance deficiencies, the "Fully Successful" level of performance, the action(s) that must be taken by the employee to improve to the "Fully Successful" level of performance, the methods that will be employed to measure the improvement, and any provisions for counseling, training, or other appropriate assistance. For example, if the employee is unable to meet the objective due to a lack of organizational skills, the resulting PIP might include training on time management or assignment of a mentor. If the performance deficiency is caused by circumstances beyond the employee's control, the supervisor should consider other means of addressing the deficiency.

b. The PIP will afford the employee ninety (90) days to resolve the specifically identified performance deficiency. The PIP period may be extended. Where a PIP becomes necessary with less than 90 days remaining in the rating period, the rating period will be extended to allow for a 90-day PIP period.

c. Ongoing communication between the supervisor and the employee during the PIP period is essential; therefore, the supervisor shall meet with the employee on a weekly basis to provide regular feedback on progress made during the PIP period. The supervisor and employee may agree to a different frequency of feedback. The feedback will be documented in writing, with a copy provided to the employee. If requested by the employee, the Union shall be present when feedback is provided.

d. At any time during the PIP period, the supervisor may conclude that the employee's performance has improved sufficiently. Once that conclusion is reached and the supervisor determines that the PIP is no longer required, the supervisor will notify the employee in writing and terminate the PIP.

e. In accordance with 5 CFR 432.105(a)(2), if an employee has performed acceptably for one (1) year from the beginning of an opportunity to demonstrate an acceptable performance (in the objective(s) for which the employee was afforded an opportunity to demonstrate acceptable performance), and the employee's performance again becomes unacceptable, the supervisor shall afford the employee

an additional opportunity to demonstrate acceptable performance before determining whether to propose a reduction in grade or removal.

SECTION 6. Should all remedial actions fail, the supervisor will issue a rating of unacceptable performance to the employee. One of the following actions will be taken: reassignment, reduction to the next lower appropriate grade, or removal.

a. A notice of reassignment for unacceptable performance shall contain an explanation of the action taken. When a reassignment is effective, the following shall apply:

(1) The reassignment shall be to an available position for which the Employer believes the employee can achieve acceptable performance.

(2) The employee shall receive appropriate training and assistance related to requirements of the position to provide an opportunity to achieve an acceptable level of performance.

(3) The reassignment shall be within the commuting area of the employee's current position; and

(4) At a grade/step equivalent to the position held by the employee prior to the reassignment;

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

(1) Thirty (30) days advance notice;

(2) A representative. The employee must inform the deciding official in writing of the representative's name;

(3) Up to twenty (20) days to reply in writing. In addition, the employee may request the opportunity to present oral arguments and;

(4) Up to eight (8) hours duty time to prepare a reply (additional time may be granted on a case-by-case basis).

c. The employee and/or his representative will be provided with a copy of the evidence file upon request.

d. An official who sustains the proposed change to lower grade or removal, or decides on an alternate course of action, will document his reasons for the decision in writing.

(1) The employee will be given a written decision which includes the basis for the decision;

(2) If applicable, the effective date; and,

(3) If applicable, the employee's right to appeal to either the Merit System Protection Board (MSPB) or to file a grievance consistent with the Negotiated Grievance Procedure, Article 47.

e. The final decision in the case of a proposed action to either remove or downgrade an employee based on unacceptable performance shall be based on those instances which occurred during the one (1) year period ending on the date of the notice proposing the performance-based action.

ARTICLE 17
EMPLOYEE RECOGNITION

SECTION 1. The Parties agree that employee recognition and an effective awards program that contribute to a more effective work force, higher productivity, and an improved working environment. Peers, Supervisors, the Union or members of other organizations may submit award nominations. The award submission must include the supervisor's endorsement. Awards distribution will be fair, equitable and based on performance accomplishments that meet specific awards criteria.

SECTION 2. The Employer, through email, by internal communication, and other available means (e.g., publication of policies and/or guidance) will strongly urge supervisors to recognize employees who sustain high quality performance. To the maximum extent possible, this will be in the form of Letters of Appreciation, Letters of Commendation, and Honorary Awards. In addition, supervisors are encouraged to recognize employees through Quality Step Increases (QSI), Time-Off Awards (TOA), and Performance Awards. Special Act or Service Awards, On-the-Spot Cash Awards, or Time Off Awards may be used to recognize individuals or groups for meritorious personal efforts, acts, service or achievements performed within or outside assigned responsibilities. Unless the award recipient prefers not be recognized publicly, the Employer should recognize employee accomplishments publicly.

SECTION 3. The Union will be provided a quarterly listing of awards provided to bargaining unit members. The list will contain the recipient's name, title, series, grade, organization, type of award and date award was effective.

ARTICLE 18
DISCIPLINARY ACTIONS

SECTION 1. For the purpose of this article, disciplinary actions may be formal or informal. Formal disciplinary actions are defined as written reprimands, suspensions, or removal. Informal disciplinary actions include oral admonitions and letters of warning, and/or requirement to correct specific employee deficiencies which do not warrant formal disciplinary action. Summaries of oral admonishment and copies of letters of requirement and/or warning that are disciplinary in nature shall not be placed in an employee's, official personnel file, but may be maintained in the supervisor's employee work folder for a period of one (1) to three (3) years, dependent on the severity of the misconduct and the employee's subsequent conduct, in accordance with the timelines set forth in the notice of disciplinary action. Incidents for which an employee is informally disciplined are not considered formal disciplinary actions for the purpose of determining first, second or third offense; however, they may be considered when determining the appropriate penalty.

SECTION 2. Both Parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee-management relations.

SECTION 3. Both Parties agree that disciplinary actions may be taken for just and sufficient cause. Disciplinary actions will be initiated only after a thorough preliminary investigation or inquiry indicates that such action is appropriate for correcting the employee and in maintaining discipline and morale. A proposed disciplinary action will advise an employee of his right to representation. The proposing official will provide the employee the original proposal and a copy.

SECTION 4. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. When the Employer becomes aware of a situation involving misconduct or delinquency of an employee, the Employer will initiate disciplinary action within a reasonable time frame.

SECTION 5. It is agreed that all disciplinary actions are grievable under the Negotiated Grievance Procedure, Article 47, except as otherwise provided for in this Agreement.

SECTION 6. Consistent with the Negotiated Grievance Procedure, Article 47, employees receiving a formal disciplinary action will be informed of their right to file a grievance. The deciding official will provide the employee the final disciplinary decision (original plus a copy). The employee may choose to provide a copy to the Union.

ARTICLE 19
ADVERSE ACTIONS

SECTION 1. This article applies to removal, suspension for more than fourteen (14) days, reduction in grade or pay, and a furlough of thirty (30) days or less.

SECTION 2. Employees against whom an adverse action is proposed will be provided thirty (30) days advance written notice stating specific reasons for the proposed action and be given the opportunity to reply to said proposed actions in writing or orally prior to final decision being rendered unless the circumstances required the application of the exceptions to the notice and reply periods in accordance with government-wide regulations. The notice and reply period may be shortened in accordance with the requirements of 5 C.F.R §752.404(d)(1), otherwise known as the crime provision. Additionally, the notice and reply period is waived entirely for emergency furloughs in accordance with 5 C.R.F. §752.404(d)(2).

SECTION 3. Employees against who adverse actions are taken shall be informed of their right to either appeal such actions under the provisions of 5 U.S.C. §7701 or the Negotiated Grievance Procedure, Article 47, but not both.

ARTICLE 20
FURLOUGH

SECTION 1. A furlough is the placing of an employee in a temporary, non-duty, non-pay status because of lack of work or funds, or other non-disciplinary reasons. A furlough can be either a planned event or an unplanned event due to a lapse in appropriations. The Employer may be required to use a planned furlough to absorb reductions necessitated by reduced funding, lack of work, or any budget situation other than a lapse in appropriations.

SECTION 2. The Employer is responsible for determining the methods, means and personnel necessary to carry out the mission. The Employer will notify the Union prior to any anticipated furlough concerning the Employer's intent, unless circumstances dictate otherwise. The Union has the right to request additional information and/or to negotiate the Employer's procedures to carry out determinations of this nature, and to provide assistance to employees adversely affected by the furlough.

SECTION 3. The Employer will provide employees with pertinent information on furlough procedures, assistance programs, and the effects of furlough on pay and benefits. The Employer will ensure the Union receives official invites to town halls, meetings, and briefings.

SECTION 4. Parties agree that it is important that employees have updated contact information to facilitate communication with the supervisor before and during furlough.

The Employer and the Union commit to facilitating open and frequent communication on all aspects of any furlough.

ARTICLE 21
REDUCTION-IN-FORCE, DEMOTIONS, AND REINSTATEMENTS

SECTION 1. Reduction-in-force (RIF) will be carried out in compliance with applicable regulations.

SECTION 2. RIF as used herein is defined as the Employer's action to reduce the number of occupied positions within the unit requiring the use of reduction-in-force procedures set forth in applicable regulations to implement such actions. The Employer will notify the Union when it is determined that a RIF is necessary. The Union may make its views and recommendations known concerning such RIF actions. Prior to the issuance of official sixty (60) day notices to employees involved in a reduction-in-force action, the Employer will notify the Union of the spaces abolished, the approximate date when personnel actions will be initially effected and the reasons for the RIF. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected.

SECTION 3. When implementing a RIF, normal attrition and workforce shaping tools (e.g., VERA/VSIP) will be utilized to the maximum extent practicable. Existing vacancies will be utilized to the maximum extent feasible to place employees who would otherwise be separated from the service in continuing positions.

SECTION 4. Employees separated by RIF actions will be placed on the Re-employment Priority List for two years if Career or one year if Career-Conditional. Such employees will be referred for position vacancies within the chosen area for which minimally qualified if the employee has indicated his availability for such positions in writing to the Employer. Minimally qualified employee will meet OPM-established qualification standards, minimum education requirements, established selective placement factors, and physical requirements, with reasonable accommodation, if appropriate. All displaced employees will be given preference for re-employment in permanent and temporary positions for which qualified. Eligible employees will be registered in the Priority Placement Program (PPP) upon their receipt of the official notice of separation or change to lower grade due to RIF or their declination of a job offer outside of the commuting area. Persons who think their re-employment priority rights have been violated may appeal to the Merit Systems Protection Board as set forth in applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

SECTION 5. In situations where an employee elects to take a demotion in lieu of separation in a RIF action, the employee must be minimally qualified to perform the

duties of the lesser-rated position subject to requirements set forth in applicable regulations. Qualifications may be waived in accordance with applicable regulations. If an employee elects to take a demotion in lieu of separation, he shall be referred for repromotion according to appropriate regulations.

SECTION 6. In the event a RIF is implemented, the employee(s) affected and his (their) Union shall be given the opportunity to review retention registers and any personnel actions which could affect RIF placement.

ARTICLE 22
CONTRACTING OUT

SECTION 1. When the Employer determines that it may implement a contract under the Office of Management and Budget Circular A-76, or other appropriate authority or directive, that may impact bargaining unit positions, it will meet with the Union prior to implementation and notification to the general workforce.

SECTION 2. The Employer shall notify the Union if a site visit will occur for potential contract bidders for work performed by unit employees. The Union will have the opportunity to attend such a site visit.

SECTION 3. Prior to an Employer determination that work will be contracted out, the Employer shall conduct a thorough cost-benefit analysis (CBA), notify the Union, and provide the Union the CBA. The Union will have the opportunity to negotiate Impact and Implementation (I&I) if requested within fourteen (14) days of the contracting out notification.

SECTION 4. Affected employees are employees identified for release from their competitive level by the Employer, as a direct result of a decision to convert to contract, and a mock RIF process. The Employer will make reasonable efforts to place such employees, utilizing all available workforce shaping tools designed to mitigate the need for involuntary separation. Such efforts will be consistent with any I&I agreement that is in effect.

ARTICLE 23
TEMPORARY DUTY TRAVEL

SECTION 1. Temporary Duty Travel (TDY) requirements and compensation will be accomplished in accordance with appropriate laws and regulations.

SECTION 2. The Defense Travel System (DTS) or Employer approved travel system will be used. The supervisor or organization Defense Travel Administrator (DTA) will ensure employees' TDY orders are properly submitted.

SECTION 3. Within the Employer's right to assure efficiency of workforce operations, to the maximum extent practicable, travel will be scheduled during duty hours. In the event a supervisor schedules an employee to travel during other than normal duty hours he will be authorized compensatory time for travel.

SECTION 4. If an employee is not authorized a government or commercial rental vehicle while on TDY, bus, limousine, or taxi fares related to Government business will be paid by the Employer.

SECTION 5. When disputes arise concerning an employee's travel claim, the employee should consult with his supervisor and organization DTA for resolution.

ARTICLE 24
LOCAL VICINITY TRAVEL

SECTION 1. Local vicinity travel expenses and entitlements will be accomplished in accordance with appropriate laws and regulations. The local vicinity is a fifty (50) mile radius of the employee's primary duty location.

SECTION 2. The Hampton Roads area is considered the local vicinity of Joint Base Langley Eustis (JBLE). In this context Hampton Roads includes the area encompassing the following counties and cities: Gloucester, Isle of Wight, James City, Mathews, Surry, and York Counties, and Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg cities in Virginia and Currituck County in North Carolina.

SECTION 3. When conducting official business, employees will avail themselves of existing Employer furnished transportation services or employee(s) may, elect to use privately owned vehicles at their own expense. Employees will not be required to use their privately owned vehicle for official duties or travel.

SECTION 4. When the Employer cannot provide Government transportation as needed for an employee performing work during duty hours and the employee utilizes his privately owned vehicle for official business, the employee shall, with prior authorization from the supervisor be reimbursed for mileage.

SECTION 5. Travel claims for local vicinity travel will be submitted via the Defense Travel System to the extent possible.

ARTICLE 25
HOURS OF WORK/ALTERNATE WORK SCHEDULES

SECTION 1. Public service is a special trust. Employees are obligated to the Employer and to the taxpayer to perform a day's work for a day's pay. It is incumbent on both supervisors and employees to ensure accountability in time and attendance. The Employer, in order to carry out its mission, has the right to vary tours of duty and to change an employee's scheduled hours of duty when conditions warrant. The parties recognize that the use of alternate work schedules can improve productivity and morale, and provide greater service to the public. Unless there is an Adverse Employer Impact incurred by a work schedule request, a supervisor will generally approve the employee's requested work schedule. Because of the nature of work performed, employees in some positions and in some organizational units may not be eligible for alternate work schedules. In these cases, employees will be limited to a traditional, fixed, eight (8) hour schedule and advised accordingly in writing. The employee is encouraged to elevate any concerns regarding a supervisor's denial of a specific work schedule request up their chain of command. Consistent with the Negotiated Grievance Procedure, Article 47 the employee can address a supervisor's denial through the grievance process.

SECTION 2. Definitions.

a. Administrative work week means the period consisting of seven (7) consecutive days beginning on Sunday at 0001 hours and ending on Saturday at 2400 hours.

b. Adverse Employer Impact is the condition for which the Employer may cancel an alternate work schedule, or exclude some positions or employees from any particular alternate work schedule. Adverse Employer Impact means a reduction in an employee's productivity, an adverse impact on mission, or an increase in the cost of Employer operations (other than a reasonable administrative costs relating to the process of establishing an alternate work schedule).

c. Alternate work schedule (AWS) means both flexible and compressed work schedules.

d. Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. The basic work requirement for full-time employees is eighty (80) hours in a biweekly pay period.

e. Compressed work schedule (CWS) means that the eighty (80) hour biweekly work requirement is performed in less than ten (10) workdays. The two (2) available work schedules are 4-10 and 5-4/9. Under the 4-10 option, an employee works four (4) fixed days in each week of a biweekly pay period. Under the 5-4/9, an employee has one set regular day off (RDO) in a biweekly pay period, eight 9-hour days and 1 eight hour day.

f. Core hours means the time during the workday when an employee is required to be present for work. Core hours for regular day shifts will be 0900 to 1430 hours. Employees may begin their work day, with supervisory approval between 0600 to 0900.

g. Credit hours means those hours within a schedule that an employee elects to work in excess of his basic work requirement so as to vary the length of a workday.

h. Employer means the Director MICC/FDO or a GO/SES in a HQ TRADOC organization, for the purpose of this article.

i. Flexible hours (or "flexible time bands") means the times during the workday, during which an employee covered by a flexible work schedule may choose to vary his time of arrival and departure from the work site consistent with the duties and requirements of the position and within the limits set by this Agreement.

j. Flexible work schedule (FWS) means a work schedule established under 5 U.S.C. §6122, that allows an employee to determine his own schedule within the limits set by this Agreement.

k. Flexi-tour means a type of flexible work schedule where an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until a change is approved.

l. Gliding Schedule means a type of flexible work schedule where a full-time employee has a basic work requirement of eight (8) hours in each day and forty (40) hours in a week and may select starting and stopping times daily within the established flexible hours.

m. Tour of duty means the hours of a day and the days of an administrative work week that constitute an employee's regularly scheduled administrative work week.

SECTION 3. Available Work Schedules. Employees may always choose to work a regular five (5)-day a week, eight (8) hour a day, schedule. The employee also has the option to request an alternate work schedule (i.e., compressed or flexible). Alternate work schedules that are acceptable if requested by the employee and approved by the supervisor are:

a. Compressed Work Schedule (CWS). The two (2) options available are:

(1) 4-10 schedule

(2) 5/4-9 schedule

b. Flexible Work Schedule (FWS). The two (2) options available are

(1) Flexi-tour

(2) Gliding Schedule

SECTION 4. Employee's Work Schedule Request Process.

a. Prior to a new employee entering on duty into a new position, the supervisor and the employee will establish a work schedule that is consistent with this Agreement. If this does not happen, or as a default, the employee will work a standard eight (8) hour, five (5) day a week schedule with a supervisor established start time until another work schedule is requested and approved.

b. Once the employee is on board and performing independently under normal supervision, the employee may request a different starting time or an alternate work schedule consistent with the options available in this Agreement. Except under a gliding schedule, the request will specify starting and stopping times, length of meal period, days off, etc.

c. Requests will be submitted to an employee's supervisor for approval. In cases where the employee's preference cannot be accommodated, the supervisor will work with the employee to find a mutually agreeable work schedule. A change to an approved work schedule will be accomplished using the procedure in Section 5 of this Article.

d. If the supervisor and the employee did not reach an agreement, the supervisor will inform the employee in writing of his approved work schedule, incorporating as much of the employee's preferences as possible. The document will specifically state reasons, consistent with Section 1 of this Article that precluded the supervisor from approving the employee's request. Consistent with the Negotiated Grievance Procedure, Article 47, the employee has the right to file a grievance to seek a different work schedule.

e. When Temporary Duty (TDY), employees will work the normal duty hours of the installation to which he is TDY, or will work a tour of duty established by the supervisor.

f. Employees temporarily assigned to other parts of the organization within the

bargaining unit will continue working under their AWS schedule unless mission requirements require the supervisor to temporarily suspend the alternate work schedule. The employee will be provided in writing the reasons his work schedule must be temporarily changed.

SECTION 5. Changes in Work Schedules

a. Except when the Employer determines it would be seriously handicapped in performing its mission or costs would be substantially increased, changes in shifts and duty hours will be established at least two (2) weeks in advance. When an employee is required to work on his normal day off due to unforeseen circumstances, every effort will be made to notify the employee at least forty-eight (48) hours in advance

b. Employees can request a temporary change in their hours of work by coordinating with their immediate supervisor at least one (1) workday prior to the desired change. Employees can request a revised work schedule (e.g. 5-4/9) through coordination with their immediate supervisor at least one (1) full pay period prior to the desired change. If a bargaining unit employee's request to revise their work schedule is not approved, the employee will be given an explanation for the denial. He has the right to elevate the issue to his chain of command or grieve a supervisor's disapproval consistent with the Negotiated Grievance Procedure, Article 47.

c. Changes in employee's duty hours will be made to permit the employee's participation in grievance appeals, disciplinary and other official hearings, investigations, training, and physical examinations when impractical or undesirable to conduct during the employee's normal tour of duty.

d. Adjustment of Work Schedules For Religious Observances. If possible, the Employer will adjust a work schedule to accommodate an employee's observances of a religious holiday or event associated with the religious faith of the employee.

e. Due to the uncertainties of daily life and commuting problems, employees may occasionally report to duty after their scheduled start time. In addition, there may be times when an employee needs to depart the worksite before their scheduled stop time. Upon receipt of an employee's request, supervisors are encouraged to allow the employee to alter their work day if feasible to preclude the need for approved leave.

f. Employees may be excluded from participation in AWS for abuse of AWS flexibilities. Incidents may include but are not limited to excessive non-productive time, loafing, falsification of time and attendance records, and attendance related problems.

g. If the Employer finds that a particular AWS schedule has had an "adverse agency impact," the organization must promptly determine not to continue the schedule (5 U.S.C. 6131(a)(2). Such termination must be negotiated with the Union.

If an impasse results, the dispute goes to the Federal Service Impasses Panel, which will determine within 60 days whether the organization's determination is supported by evidence. If it is, the Panel must act in favor of the agency. The AWS schedule may not be terminated until agreement is reached or the Panel acts. (See 5 U.S.C. 6106 and 6131(a)(3)(D).)

SECTION 6. Temporary Suspension of Alternate Work Schedules. Occasions may arise when alternate work schedules must be temporarily suspended as a result of unusual workload or operational demands. Except when the Employer determines it would be seriously handicapped in performing its mission or costs would be substantially increased, the Employer will provide written notification to the employee and the Union at least fourteen (14) days in advance of a temporary suspension of an alternate work schedule. The notification will delineate the anticipated duration of the suspension. Alternate work schedules cannot be suspended for an indefinite period of time. If an employee's alternate work schedule is suspended, it will be automatically restored as soon as possible.

SECTION 7. Credit Hours.

a. Employees on compressed work schedules may not earn credit hours.

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

c. Credit hours may be earned and used in fifteen (15) minute increments.

d. Employees may accumulate and carry over from one (1) pay period to another no more than twenty-four (24) credit hours. An employee who has accumulated more than twenty-four (24) credit hours is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period.

e. An employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used.

f. Credit hours do not impact an employee's entitlement to overtime or compensatory time.

SECTION 8. Meal Periods/Breaks.

a. Employees will be granted, on a non-paid basis, a meal period, near or at the mid-point of the shift or tour of duty, of at least thirty (30) minutes duration.

b. If the employee is directed to work during his meal period, he will be in a pay status.

c. Breaks are hours of duty authorized consistent with job requirements; nature of duties performed and job exigencies. Breaks may not be accumulated for later use and may not be used to begin or end the workday, or to extend a meal period.

SECTION 9. Night Differential. A General Schedule employee is paid a night differential of ten (10) percent when hours worked during the employee's regularly scheduled tour of duty falls between 1800 and 0600 hours.

ARTICLE 26
OVERTIME, COMPENSATORY TIME, AND COMPENSATORY TIME FOR TRAVEL

SECTION 1. The assignment of overtime work is at the discretion of the Employer, and will normally be approved in advance. Overtime pay will be computed in accordance with applicable laws and regulations. Employees on alternate work schedules are eligible for overtime.

SECTION 2. Overtime work assignments will be distributed fairly and equitably on a rotational basis among all qualified employees, consistent with workload requirements. Preference will be given to those employees who are currently assigned to the job. If no currently assigned employees are available, consideration will be given to those other employees best qualified to do the job. Overtime will not be distributed, or withheld, as a reward or penalty.

SECTION 3. Authorized usage of annual, sick and/or other approved leave will not preclude an employee from working overtime.

SECTION 4. The Employer shall make a reasonable effort to give the employee as much notice as possible when overtime is required, and will give due consideration to the employee's personal circumstances subject to the paramount requirement of fulfilling the mission.

SECTION 5. When it is necessary for employees to return to work outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime. If the callback occurs on a holiday, then a minimum of two (2) hours holiday premium pay is paid.

SECTION 6. In cases of emergency where employees are not informed of overtime assignments prior to the start of the regular shifts, and are required to work more than four (4) hours beyond the end of the regular shift, an opportunity to obtain food and a scheduled break period to consume it at the worksite will be provided.

SECTION 7. The Employer may require that a Fair Labor Standard Act (FLSA) exempted employee (as defined in 5 U.S.C. §5541 (2)) receive compensatory time off in-lieu of pay for irregular or occasional overtime work, but only for FLSA exempted employees who's rate of basic pay is above the rate for a GS-10 step 10.

SECTION 8. The Employer, subject to mission needs, has the authority to excuse an employee from overtime if the employee has a justifiable emergency or unavoidable personal situation and another well-qualified employee in the same organizational element is readily available for the assignment and willing to work. The hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equitability of overtime distributions.

SECTION 9. When employees are loaned to a particular work area for the purpose of supplementing the work force, the employees loaned will be given equitable consideration for the overtime.

SECTION 10. Upon request, the Union will be provided overtime records of bargaining unit employees.

SECTION 11. Compensatory Time.

a. In accordance with applicable laws and regulations, Compensatory Time may be authorized in-lieu of payment for overtime. When requested and authorized, FLSA non-exempt employees may work and accrue compensatory time in-lieu of receiving overtime. Supervisors or designee will not require FLSA non-exempt employees and exempt employees earning equal or less than GS-10, step 10 to earn compensatory time in-lieu of overtime. However, the supervisor or designee may direct FLSA exempt employees earning greater than GS-10, step 10 to earn compensatory time in lieu of receiving overtime.

b. FLSA-exempt or non-exempt employees must be paid for accrued compensatory time not used by the end of the twenty-sixth (26^{th}) pay period after the pay period during which it was earned at the overtime rate in effect when earned. Exception - if the employee is unable to use the accrued compensatory time because of separation or placement in a leave without pay status (1) to perform service in the uniformed services or (2) because of an on-the-job injury with entitlement to injury compensation. Supervisors or designee will ensure compensatory time earned is scheduled and used within twenty-six (26) pay periods.

c. Employees on alternate work schedules are eligible to earn compensatory time. Authorized usage of annual, sick and/or other leave will not preclude an employee from earning compensatory time.

SECTION 12. Compensatory Time for Travel.

a. For the purpose of compensatory time for travel, time in a travel status includes time spent traveling between the official duty station and a temporary duty station; time spent traveling between two (2) temporary duty stations; the "usual waiting time" preceding or interrupting such travel (e.g., waiting at an airport or train station prior to departure). An "extended" waiting period (e.g., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for his own purposes) is not considered time in a travel status.

b. Travel outside of regular working hours between an employee's home and a temporary duty station or transportation terminal outside the limits of his official duty station is considered creditable travel time. However, the supervisor or designee must deduct the employee's normal home-to-work/work-to-home commuting time from the creditable travel time.

c. To be credited under this provision, travel must be for work purposes and must be approved by the supervisor or otherwise authorized under established agency policies.

d. Travel outside of regular working hours between a worksite and a transportation terminal is creditable travel time, and no commuting time offset applies.

SECTION 13. Compensatory time off for travel is creditable and used in increments of one-quarter of an hour (15 minutes). Employees will request compensatory time prior to travel or within five (5) days of returning. Requests will be submitted via ATAAPS.

SECTION 14. The Employer agrees that overtime assignments shall be made in keeping with applicable regulations, instructions, and workload requirements. The Employer may unilaterally adjust an employee's normal regularly scheduled administrative workweek to include travel hours only when the mission of the agency necessitates such a change. If mission requirements do necessitate changing an employee's regularly scheduled workweek to include travel hours that would not otherwise be considered hours of work, the employee will be compensated in accordance with applicable law.

SECTION 15. Compensatory time for travel is forfeited under the following conditions: If not used by the end of the twenty-sixth (26th) pay period during which it was earned; voluntary transfer external to Army; movement to a non-covered position; or upon separation from the Federal Government. Under no circumstances may an employee receive payment for unused compensatory time off for travel. Exception – if an employee goes on Military Leave or LWOP (Leave Without Pay) during the twenty-six (26) pay periods, the waiting time starts over upon their return to duty.

SECTION 16. Compensatory time-off for travel may not be considered in applying the biweekly or annual premium pay caps or the aggregate limitation on pay. There is no

limitation on the amount of compensatory time off for travel an employee may earn.

ARTICLE 27
TELEWORK

SECTION 1. A telework program, actively promoted and implemented, supports workforce efficiency, emergency preparedness, and quality of life. Telework facilitates the accomplishment of work. Telework can benefit employee morale and reduce commuting stress. It enhances DoD efforts to employ and accommodate people with disabilities. Telework can also create cost savings by decreasing the need for office space and parking facilities. Telework serves as an effective recruitment and retention tool, and is a benefit to the community through cleaner air, and reduced energy consumption. Telework can be utilized to help relieve traffic congestion off-post and on- post when caused by restricted installation access and increased security precautions. While the Parties agree that the employee's use of this program is strictly voluntary and is approved at the discretion of the Employer, the supervisor will favorably consider reasonable telework requests that do not adversely impact the mission.

SECTION 2. The Employer will determine which positions in their organization are eligible for telework (regular or ad-hoc) based on DoD and TRADOC criteria for position eligibility. These decisions will be accurately maintained in the Defense Civilian Personnel Data System and will be communicated to the employee when made.

a. Supervisors of employees desiring to telework and employees wishing to telework must complete mandatory training prior to entering into a written telework agreement and teleworking.

b. If an employee who occupies a telework eligible position wants to telework, he will communicate his request to the supervisor. The supervisor will meet with the employee at their earliest convenience to work out the details of a mutual agreement. The supervisor will complete a DD Form 2946 (Telework Agreement). Upon agreement both parties will sign the agreement.

c. If the supervisor denies the employee's request, he will expeditiously provide the employee his decision in writing. The denial notification will include rationale that is consistent with the Command's telework policy. If disapproved, the employee has the right to elevate the issue to his chain of command or grieve his supervisor's disapproval, consistent with the Negotiated Grievance Procedure, Article 47.

d. The Employer will terminate a telework agreement if an employee's performance or conduct does not comply with the terms of the telework agreement. If the employee disagrees with the supervisor's decision to terminate his telework agreement, the

employee has the right to elevate the issue to his chain of command or grieve the decision consistent with the Negotiated Grievance Procedure, Article 47.

e. An employee may be required to return to his regular worksite on scheduled telework days if operational requirements necessitate. A recall to the regular worksite for operational reasons will not terminate the telework agreement.

f. As requested, the Employer will provide the Union a report of all bargaining unit positions' telework eligibility designations as well as a list of and any bargaining unit employees designated as ineligible to telework. In addition, the Employer will notify the Union in writing if an eligible position is subsequently determined to be ineligible, or if an employee's telework agreement is terminated, unless done so at the request of the employee.

SECTION 3. The employee will protect all controlled unclassified information, to include Personally Identifiable Information (PII) data, and comply with all criteria and guidelines for information and electronic security. Classified information will not be removed from the traditional worksite to an alternative worksite. No classified documents (hardcopy or electronic) will be taken to, or created at, an employee's alternative worksite.

SECTION 4. Telework Agreement.

a. A DD Form 2946 (Telework Agreement) must be signed and dated by the employee and supervisor before any telework may be worked. The supervisor will maintain approved telework agreements.

b. If emergency duties are different from the employee's normal duties, the supervisor will include a description of emergency duties within the telework agreement.

SECTION 5. The TRADOC telework program will make full use of telework-ready employees to support continuity of operations when Fort Eustis is operating during an adverse weather event or other emergency situation preventing non-emergency employees on Fort Eustis from reporting to their place of duty or remaining at their place of duty for the full workday. Accordingly, non-emergency recurring and situational telework employees:

a. who are scheduled in advance to telework on the day of an announced organization closure, delayed arrival, early dismissal, or unscheduled leave/unscheduled telework will telework their entire workday provided that all resources required to connect are available (power, VPN connection, etc.).

b. who are not previously scheduled to telework on the day an organization announces that offices are closed will telework their entire workday provide that all

resources required to connect are available (power, VPN connection, etc.) and have sufficient work to perform at the telework site. If these conditions are not satisfied, non- emergency recurring, and situational telework employees' time will be credited in the same manner that a non-telework ready employee is credited for that period of time. Non-emergency essential employees with approved leave will not normally be required to cancel their leave.

c. who do not wish to telework may elect to take unscheduled leave with the permission of their supervisor.

d. all telework agreements will include these requirements.

SECTION 6. Equipment and Supplies. If the employee is approved for telework, the Employer will provide appropriate equipment and supplies to perform assigned work at the alternative worksite.

ARTICLE 28
HOLIDAYS

SECTION 1. Employees shall be entitled to all holidays currently prescribed by law and all holidays that may later be added or designated by Executive authority. Employees are entitled to holiday benefits consistent with governing rules and regulations in connection with all Federal holidays prescribed by law. Pay for such holiday is computed in accordance with governing rules and regulations.

SECTION 2. When an employee's scheduled day off, under a compressed work schedule (CWS), falls on a holiday, the employee is entitled to an in-lieu of holiday during that pay period. If the holiday falls on Friday, and the employee's scheduled day off is Friday, the employee's in-lieu of holiday will be Thursday. If the holiday falls on Monday, and the employee's scheduled day off is Monday, the employee's in-lieu of holiday will be Tuesday. If the holiday falls on any day, other than Monday or Friday, the in-lieu of holiday will be the preceding day.

SECTION 3. The Employer will make a reasonable effort to grant annual leave to employees upon request for any religious holiday associated with the religious faith of the employee.

ARTICLE 29
ANNUAL LEAVE

SECTION 1. The employee shall earn and be granted annual leave in accordance with applicable regulations. Consistent with workload and manpower requirements, the Employer agrees that an employee's request for annual leave will be granted. In cases where the employee's request is not feasible, the supervisor and employee

will agree to alternate dates.

SECTION 2. Consistent with workload and mission requirements, the Employer is authorized to approve a request for annual leave or other appropriate leave for unforeseen personal emergency reasons.

SECTION 3. Every effort should be made by the employee to schedule leave in a manner consistent with good practices that would preclude forfeiture of annual leave. Restoration of annual leave regulations or provisions will be considered when administrative error, exigency of public business, sickness or other factors will cause employee to forfeit annual leave.

SECTION 4. Approval of annual leave is not to be presumed. It is the responsibility of the employee to ascertain that the request for leave was approved. The Employer will act on the request for leave as soon as practicable following submittal and inform the employee of the decision without delay.

SECTION 5. It is agreed that no employee shall be called back from approved leave unless an emergency arises, and no other suitable employee of that organizational element is available to perform the required duties. The parties recognize there may be some circumstances that will preclude the employee from returning to duty (e.g., out-of-state, alcohol-impaired). The employee will not face disciplinary action in these situations.

SECTION 6. An employee unable to report for duty because of a personal emergency must request annual leave or other appropriate leave from his supervisor or designee not later than two (2) hours after the start of his regularly scheduled tour of duty. If communication with the supervisor is not physically possible within two (2) hours, the employee will communicate with the supervisor, as soon as possible.

SECTION 7. Normally, an employee should schedule annual leave of more than one week, two (2) months in advance.

ARTICLE 30
SICK LEAVE

SECTION 1. Employees will accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness or injury.

SECTION 2. Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties, (e.g., sickness, injury, or pregnancy and confinement; for medical, dental, mental or optical examination or treatment; when exposed to contagious diseases,

and when the presence of the employee at his place of duty would jeopardize the health of coworkers). Such leave shall be granted for providing care for an incapacitated family member or attending to a family member receiving medical, dental, or optical examination or treatment; making arrangements necessitated by the death of a family member or attending the funeral of a family member; arranging for the adoption of a child. Request for sick leave for medical, dental or optical examination or treatment shall be submitted for approval as soon as possible but normally not less than 24 hours in advance of the appointment.

SECTION 3. An employee unable to report for duty because of incapacitation for duty must request sick leave or other appropriate leave from his supervisor or designee not later than two (2) hours after the start of his regularly scheduled tour of duty. If communication with the supervisor is not physically possible within two (2) hours, the employee will communicate with the supervisor, as soon as possible.

SECTION 4. Periods of absence on sick leave in excess of three (3) consecutive work days must ordinarily be supported by a medical certificate to be filed upon return to duty. It is agreed and understood, however, that the Employer has the right, in accordance with 5 C.F.R. §630.405, to require that an employee furnish a medical certificate for an absence of any duration. In individual cases where there is reason to believe an employee is abusing sick leave, the employee may be required to furnish a doctor's certificate for any sick leave request. If this does not bring about the desired improvement in the employee's sick leave record, they will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement shall be reviewed by the immediate supervisor at the end of six (6) months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision by the immediate supervisor.

SECTION 5. A medical certificate will normally be filed upon return to duty to support an absence of more than three (3) consecutive workdays. In lieu of a medical certificate, the Employer has the discretion to accept an employee's signed statement explaining the nature of the absence when the illness/injury did not require the services of a medical professional. A personal signed statement for an absence in excess of three (3) days will not be acceptable where the employee has been issued a leave restriction letter that has not been cancelled or rescinded.

SECTION 6. Career or career-conditional employees who are incapacitated because of serious illness or disability should normally be advanced sick leave not to exceed 30 days (240 hours) provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual.

SECTION 7. When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his assigned position, the Employer agrees to assign duties for a limited period of time that the employee can perform within the given restrictions and/or make reasonable adjustment(s) within the work environment, or through telework, for a reasonable period of time. Examples of adjustment may include temporary curtailment of travel (TDY), providing special equipment such as an ergonomic chair or in certain cases, temporary assignment of duties without problematic physical requirements.

ARTICLE 31
LEAVE WITHOUT PAY

SECTION 1. Employees may be granted leave without pay in accordance with provisions of applicable laws and regulations.

SECTION 2. Disabled veterans who are entitled to leave without pay, if necessary, for medical treatment, and reservists and National Guardsmen who are entitled to leave without pay, if necessary, to perform military training duties will be granted leave without pay upon request.

SECTION 3. Employees on approved leave without pay shall continue to accrue all rights and privileges, including retirement benefits and coverage under Group Life Insurance and Federal Employee Health Benefits Program, except as limited by applicable laws and regulations.

SECTION 4. Any employee granted leave without pay is required to keep the Employer notified of his or her current address.

SECTION 5. The Employer recognizes the bumping and retreat rights of an employee on approved leave of absence in situations where the employee is affected by reduction-in-force.

ARTICLE 32
FAMILY LEAVE

SECTION 1. Employees may be granted leave for family care under two separate programs. These programs are Sick Leave for Care of Family Member (formerly known as the Family Friendly Leave Act (FFLA)) and the Family Medical Leave Act (FMLA) of 1983.

SECTION 2. Employees may use accrued sick leave to care for family members' medical needs and other special conditions. Employees and managers shall follow the guidelines and conditions set forth in Title 5 Code of Federal Regulations (CFR) 630, subpart d when requesting and granting sick leave for family member care.

a. General Family Care. Employees may use up to thirteen (13) days (104 hours) of sick leave in a leave year for general family care or bereavement.

b. Serious Health Conditions. Employees may use a total of twelve (12) weeks (480 hours) of sick leave in a leave year to care for a family member with a serious condition. Serious health conditions include conditions such cancer, heart attacks, pregnancy, stroke and severe injuries. It is not intended to cover short-term conditions for which treatment and recovery are brief such as common colds.

c. Limit of use. Any sick leave used for general family care purposes is deducted from the twelve (12) week maximum. Employees that have used twelve (12) weeks of sick leave in the leave year for a family member with a serious health condition, cannot use an additional thirteen (13) days for general family care.

SECTION 3. The Family Medical Leave Act (FMLA) of 1983 if eligible for use by employees meeting certain criteria. Entitled employees may use up to a total of twelve (12) administrative workweeks (480 hours) of unpaid leave during a twelve (12) month period for family members and conditions outlined in 5 CFR 630 Subpart L. Under FMLA, family member is restricted to spouse, son, or daughter, or parent. Employees may elect to substitute paid leave for any or all of the time covered in accordance with 5 CFR 630.1206. Employees and supervisors shall follow guidelines set forth in 5 CFR 630 Subpart L when requesting and granting leave under FMLA.

a. General. The supervisor will grant leave when requested by an employee for family and medical leave in accordance with applicable law, regulations and subsequent amendments. The supervisor will ensure employees' time and attendance records are properly coded using the Automated Time, Attendance, and Production System (ATAAPS) or Employer approved time-keeping system.

b. Entitlement. Employees are eligible for twelve (12) workweeks of unpaid leave during any twelve (12) month period for the following purposes:

(1) Birth of the employee's son or daughter and subsequent care of the infant;

(2) Placement of a son or daughter with the employee for adoption or foster care;

(3) Care of the employee's spouse, son, daughter or parent who has a serious health condition; or

(4) Employee's own serious health condition that makes him unable to perform one or more of the essential function of his position.

c. Intermittent Use. An employee may use the twelve (12) weeks of leave intermittently. An employee may elect to substitute annual leave or sick leave,

consistent with applicable laws and regulations for using annual and sick leave, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

d. Protection of Job Benefits. Upon reporting for duty, the employee must be returned to his same position or to another position with equivalent benefits, pay, status and other terms and conditions of employment. Employees who take leave are entitled to maintain health benefits coverage and may pay their share of health insurance premiums on a current basis or following return to work.

e. Advance Notice and Medical Certification. Employees will provide the Employer written notice of their intent to take family and medical leave as soon as practical, under the circumstances. The employees will provide the Employer medical certification of the covered person's serious health condition.

SECTION 4. Supervisors will advise employees of the different types of leave available.

ARTICLE 33
VOLUNTARY LEAVE TRANSFER PROGRAM

SECTION 1. The Employer will publicize the availability of the Voluntary Leave Transfer Program (VLTP), consistent with applicable laws and regulations.

SECTION 2. The VLTP allows employees to donate annual leave to another employee who has a personal or family medical emergency, has exhausted his available paid leave, and is expected to be absent from duty for a prolonged period which may result in a substantial loss of income.

a. A medical emergency is a medical condition of either the employee or the employee's family member that is likely to require the employee to be absent from duty for a prolonged period.

b. The threshold for "a substantial loss of income" is an absence (or expected absence) from duty without available paid leave for at least twenty-four (24) work hours for a full-time employee, or a prorated equivalent period for a part-time employee.

SECTION 3. An employee will apply in writing to his supervisor to become a leave recipient. If the employee is not capable of making a written application, a personal representative may complete and submit the application on behalf of the employee.

SECTION 4. Approval or Disapproval.

a. The supervisor must determine that the employee's absence from duty without available paid leave because of the medical emergency is (or is expected to be) at least twenty-four (24) work hours, which may be consecutive or intermittent.

b. The employee's supervisor, in conjunction with the CPAC, will review the employee's application and notify the employee of the approval or disapproval within ten (10) days after the date the application is received. If disapproved, the supervisor will give the reasons for disapproval.

SECTION 5. There is no limit on the amount of donated annual leave that a leave recipient may receive from the leave donor(s). However, any unused donated leave must be returned to the leave donor(s) when the medical emergency ends.

SECTION 6. The supervisor will monitor the status of the medical emergency to ensure that it continues to affect the leave recipient. When the medical emergency terminates, the supervisor may not grant further requests for transfer of leave. Even though an employee may not be currently affected by a medical emergency, a supervisor may determine a medical emergency continues for the purpose of providing the employee time to receive adequate donations of leave (e.g., to compensate for a previous period of leave without pay or to liquidate an indebtedness for advanced leave).

ARTICLE 34
COURT LEAVE

SECTION 1. Court leave will be granted in accordance with applicable laws and regulations to an employee who is summoned to act as a witness before a court on behalf of the United States Government, state or local governments, or perform jury duty in any court of law. When an employee is called to serve as a witness or juror, he will immediately notify his supervisor or designee and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit documentation of the dates and times served.

SECTION 2. An employee, who is summoned as a witness in an official capacity on behalf of the Federal Government, is considered to be on official duty rather than court leave.

SECTION 3. If an employee is excused from court with sufficient time to return to duty for at least two (2) hours the employee will either return to duty or be in an approved leave status.

SECTION 4. Employees must reimburse fees earned for services as a witness or juror. However, any payments designated by the courts as expenses may be retained by the employee. In courts under the jurisdiction of the Commonwealth of

Virginia, all payments are deemed to be for expenses and can be retained by the employee.

ARTICLE 35
EXCUSED ABSENCES

SECTION 1. Employees are encouraged to volunteer as candidates for any of the variety of medical donor programs, including blood, bone marrow, and organ donor/transplantation programs. Employees participating in such programs should be excused from work without charge to leave within the parameters outlined below.

a. Employees who donate blood may be granted excused absence to cover travel to and from the donation site, the donation of blood and recovery. This provision is not intended to cover an employee whose donations involve the need for recurring absence over an extended period or situations in which the employee has blood stored for his own use. Authority to excuse an employee for blood donations rests with immediate supervisor. The maximum excusable time will not exceed four (4) hours except in unusual circumstances.

b. An employee may use up to thirty (30) days of paid time off each calendar year to serve as an organ donor. Supervisors must ensure authorized limits are not exceeded. In cases where medical procedures and recuperation require absences longer than thirty (30) days, the supervisor is encouraged to continue to accommodate employees by granting additional time-off under other leave policies; i.e., annual, sick, advanced leave, donated leave or leave without pay.

c. Bone marrow donors may use up to seven (7) workdays (i.e., 56 hours) of paid leave each calendar year to serve as a bone marrow donor. In cases where medical procedures and recuperation require absences longer than seven (7) workdays (i.e., 56 hours), the supervisor is encouraged to continue to accommodate employees by granting additional time-off under other leave policies; i.e., annual, sick, advanced leave, donated leave, leave without pay.

SECTION 2. The supervisor has discretionary authority to grant an excused absence for voting to the extent that such time off does not interfere with operations. Where the polls are not open at least three (3) hours either before or after an employee's regular work hours, the supervisor may grant a limited amount of excused absence to permit the employee to report for work three (3) hours after the polls open or leave from work three (3) hours before the polls close, whichever requires the lesser amount of time away from work. An employee's "regular work hours" should be determined by reference to the time of day the employee normally arrives at and departs from work.

SECTION 3. Employees may be granted a reasonable amount of excused absence to participate in an employment interview with a DoD organization within their commuting area.

SECTION 4. Employees may be granted excused absences for other purposes in accordance with appropriate regulations and this Agreement.

SECTION 5. Supervisors may occasionally grant excused absences for less than one (1) hour.

ARTICLE 36
CAMPAIGNS, DRIVES, GIFTS, AND VOLUNTEER ACTIVITIES

SECTION 1. The Parties recognize the importance of employee participation in authorized charitable fund-raising campaigns, savings programs, donor programs, and other charitable and humanitarian activities. This may include the Combined Federal Campaign, Army Emergency Relief Fund, blood drives, food drives, coat drives, school supply drives, etc., when approved by a GO/SES or organization head of the Employer. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall not coerce employees to participate in such events.

SECTION 2. Contributions from employees and participation by employees to solicit contributions shall be voluntary. There shall be no coercion of any employee to contribute or participate and no expectation of any level of contribution.

SECTION 3. Employees may not solicit or accept anything of monetary value, including gifts, gratuities, favors, entertainment or loans from any individual or business who: (1) has or is seeking to obtain contractual or other business or financial relations with the Army or Department of Defense, (2) conducts operations or activities that are regulated by the Army or Department of Defense and, (3) has interests that may be substantially affected by the performance or non-performance of an employee's official duties.

SECTION 4. The Employer or an employee will not seek an employee or co-worker's contribution to a gift for his supervisor (or a supervisor within his chain of command) with the following exception: employees may voluntarily give a gift of a nominal amount (up to $10) or a donation of a nominal amount made on a special occasion such as marriage, illness, transfer, or retirement. An employee may not accept a gift from someone who is paid less than them, unless that person is not a subordinate or a personal relationship justifies the gift. These restrictions do not apply to donations of leave covered in Article 33, Voluntary Leave Transfer Program. If a supervisor, employee or the Union has any questions on this prohibition they should seek the advice of an Ethics Attorney in the Staff Judge Advocate's Office.

SECTION 5. The Employer and the Union recognize the value of employee participation in volunteer activities, while giving due consideration to the effect of an employee's absence or change in duty schedule on work operations or productivity.

Supervisors, mission-permitting, will provide for the flexible use of work schedules and leave, consistent with other provisions in this Agreement, to support an employee's volunteer activities.

SECTION 6. Supervisors may authorize an excused absence to permit employees to participate in volunteer activities, approved by a GO/SES or organization head, that do not adversely impact mission capability. The supervisor has discretion to excuse employees from their duties without loss of pay or charge to leave. An excused absence is not appropriate for individual acts of community service. The granting of an excused absence for volunteer activities should be limited to those situations in which the employee's absence is not specifically prohibited by law and which satisfies one or more of the following criteria:

a. The absence is directly related to the Department of the Army's mission;

b. The absence is officially sponsored or sanctioned by the Employer;

c. The absence will clearly enhance the professional development or skills of the employee in his current position; or

e. The absence is brief and is determined to be in the interest of the Employer.

ARTICLE 37
CIVILIAN HEALTH AND RESILIENCY

SECTION 1. The Employer and the Union are committed to actively supporting holistic health for employees. Both Parties recognize the importance of employee health and well-being and will support employees' participation in physical fitness programs (nutrition classes, screening services (e.g., blood pressure checks/cholesterol screenings), smoking cessation classes, resilience training, and other activities with the community that improve holistic health efforts.

SECTION 2. Employees are responsible for their individual health and well-being. They should be flexible and consider requesting work and meal period schedule changes to accommodate participation in wellness activities.

SECTION 3. The Employer may, on a one-time basis, authorize up to three (3) hours of administrative leave per week for up to six (6) months for employees to participate in command-sponsored physical fitness training, evaluation and education. Supervisors should promote and support physical fitness-related programs for the maximum six (6) month period authorized by regulation and utilize flexible work schedules thereafter to encourage continued employee physical fitness participation.

SECTION 4. Excused absence for wellness activities is not an entitlement. However,

supervisors will, to the extent possible (i.e., mission permitting), adjust employee's work schedules and meal periods to accommodate sanctioned wellness activities so as to keep the use of excused absence to a minimum.

ARTICLE 38
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employee Assistance Program (EAP) is provided by the Employer to help employees with personal or work problems before they interfere with productivity and affect well-being. These programs, which are cost-free to employees, are designed to help employees address and overcome problems such as alcohol and substance abuse, work and family pressures, and job stress which can adversely affect an employee's performance, reliability and personal health. Often an employee's unrecognized and unresolved personal or work problems can affect the morale of fellow workers and the overall effectiveness of the organization. Through non-disciplinary procedures, the EAP provides an employee with alcohol, drug, or personal difficulties with counseling, referral, and rehabilitation assistance in order to return his job performance, attendance, or conduct to acceptable levels. The Employer and the Union will actively encourage employees to seek EAP assistance at the earliest indication of need.

SECTION 2. The Employer and the Union shall have as a goal, early identification and motivation for rehabilitation of possible cases of alcoholism, substance abuse, or other personal difficulties which may affect job performance. Both Parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the EAP for professional screening and diagnosis. The employee will be informed that he will be held accountable and unless his problem is corrected, he may be subject to disciplinary and adverse action procedures for inappropriate conduct and unsatisfactory job performance.

SECTION 3. The Parties recognize that medical or behavioral problems of an employee and/or members of his immediate family, can interfere with an employee's job performance, attendance, or conduct. It is in the best interests of both the Employer and the Union to assist employees. The Union therefore agrees to support the Employer-provided EAP.

SECTION 4. A key element in assisting an employee in need of rehabilitative treatment is for the employee to recognize the problem and be willing to accept treatment. Participation by bargaining unit employees in all aspects of the EAP is voluntary. No employee will have his job security or promotional opportunities jeopardized by his request for counseling or referral assistance, except as may be required by applicable law. EAP records will be preserved in the same manner as medical records. These records are protected by strict confidentiality laws and regulations and by professional ethical standards for counselors, and will not become

part of the employee's Official Personnel Folder. Exceptions, as required by law, are cases where employees express the intention of harming themselves or others, or the mandated reporting of child and elder abuse.

SECTION 5. If the employee enters the EAP, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulations. The initial counseling session with a designated EAP representative will be conducted on official duty time. The employee will normally be granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the EAP.

SECTION 6. Once an adverse action has been initiated against an employee who previously refused rehabilitation assistance or did not successfully complete rehabilitation, once enrolled, the proposed adverse action need not be delayed as a result of the employee's subsequent request for rehabilitation.

SECTION 7. The Employer will offer EAP supervisor and employee training as needed. Union officers and stewards may attend such training on duty time. The Employer will publicize the EAP, to include assurances of confidentiality for participants.

ARTICLE 39
SEXUAL HARASSMENT

SECTION 1. All employees, management officials and supervisors are to be treated with dignity and respect. Any form of harassment, to include sexual harassment, within our ranks is unacceptable conduct and will not be tolerated. Harassment undermines the integrity of the employment relationship. Harassment becomes unlawful where 1) enduring the offensive becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. The Employer and Union are committed to a work environment free from any form of harassment, which debilitates morale and interferes with the productivity of the organization.

SECTION 2. Sexual harassment involves overt or implied unsolicited comments, gestures, or physical contact of a sexual nature which are unwelcome, or the creation of a hostile work environment. Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusing to take a personnel action such as a promotion depending upon an employee's submission to or rejection of such behavior. The Employer's policy on the prevention of sexual harassment will be published and easily accessible to all employees.

SECTION 3. The Employer retains the right to administer appropriate discipline in instances where any individual has been properly found to have engaged in sexual

harassment.

SECTION 4. If a bargaining unit (BU) employee believes that harassment has occurred, he is strongly encouraged to pursue the matter through appropriate channels (e.g., management officials, chain of command, chaplain, etc.).

ARTICLE 40
WORKPLACE VIOLENCE

SECTION 1. The Parties agree to collaboratively and proactively maintain a work environment that is free from violence, threats of violence, harassment, bullying, intimidation, or other disruptive behavior. All supervisors and employees are responsible for maintaining a safe work environment. Violators will be held accountable for any behavior or action that creates a hostile or unsafe work environment.

SECTION 2. All Employees including supervisors, management officials and the Union will:

a. Refrain from making threats or engaging in workplace violence.

b. Promptly report all acts or threats of violence to their immediate supervisor and/or appropriate military and civilian authorities.

c. Report all incidents of any person who is the subject of, witness to, or victim of threatening behavior or a violent act with direct connection to the workplace to their immediate supervisor or appropriate military or civilian authority.

SECTION 3.

a. Reported incidents of acts or threats of workplace violence will be reviewed by the appropriate management official and where evidence of such conduct exists an appropriate investigation will be conducted. All reported incidents of violence, threats, harassment, intimidation and other disruptive behavior, to include that reported by the Union on behalf of a bargaining union member(s) will be taken seriously. When such reports are validated by factual evidence or require additional investigation, appropriate action will be initiated. Appropriate action may include:

(1) Removal from the premises;

(2) Denial of re-entry pending completion of appropriate investigation;

(3) Removal from Federal Service, criminal prosecution, or both.

b. Any proposed or final action taken in response to a report or investigation will provide the involved employees appropriate due process. Grievance and appeal rights will be consistent with the requirements of this Agreement, Federal statute and/or DOD or Department of Army regulations.

SECTION 4. All employees will complete any mandated training related to prevention of violence and response program that the Employer or higher echelons of command establish. The Union will be notified of mandated training requirements and will be permitted to attend any supervisory training on official time.

ARTICLE 41
EMPLOYEE WITH DISABILITIES

SECTION 1. The Employer agrees to comply with provisions of the Rehabilitation Act of 1973, as well as all other applicable laws and directives in order to fulfill its legal obligations to employees with disabilities.

SECTION 2. The Employer agrees to publicize regulations, policies, and procedures related to the employment of employees with disabilities in a timely and appropriate manner.

SECTION 3. The Employer and the Union will actively support ongoing efforts to accurately record disability codes in the Defense Civilian Personnel Data System (DCPDS) for analysis and reporting requirements.

ARTICLE 42
WORKPLACE SAFETY

SECTION 1. Safety on the job is of utmost importance; the Employer and Union will jointly promote good safety practices.

SECTION 2. The individual employee will observe safe work practices and follow all safety- related rules and practices in order to protect himself and his co-workers. The employee will immediately report all accidents and unsafe conditions to their supervisor.

SECTION 3. The Employer will make a reasonable effort to provide and maintain safe working conditions and occupational health protection for the employees. Employees are encouraged to report any safety, health, or comfort issues to their supervisor.

SECTION 4. The Union may appoint a member to attend the local Safety Council sponsored by activities covered by this Agreement.

SECTION 5. The Employer shall provide adequate and clean toilet facilities, as near to the normal duty area as reasonably possible and to the minimum number required by established standards.

SECTION 6. The Employer recognizes the importance of the physical environment and its impact on personal comfort, productivity, and overall health. The Employer will make every reasonable effort to maintain the working temperature and humidity levels within workspaces to those recommended by the Army and the U.S. Department of Labor.

ARTICLE 43
ON-THE-JOB INJURY OR ILLNESS

SECTION 1. In accordance with applicable laws and regulations, employees will report to their supervisor all injuries or illnesses, which occur on the job, as soon as possible. If the employee is physically unable to do so, a personal representative should submit the report.

SECTION 2. The Employer will provide emergency treatment and transportation necessary to secure treatment in incidents of on-the-job injuries.

SECTION 3. Employees who are injured on the job will be initially referred to an appropriate medical facility for emergency treatment consistent with the nature and extent of the injury. However, following the initial treatment, the employee retains the right to receive follow-up treatment for the injury from a physician of his choosing.

SECTION 4. If an on-the-job injury occurs during an employee's regular tour of duty, time spent related to evaluation and treatment of the injury will be considered duty time for pay purposes on the day of injury. No overtime will be authorized for time spent in medical evaluation and treatment occurring after normal duty hours, unless the employee is already working in an approved overtime status when the on-the-job injury occurred. The supervisor will ensure employees' time and attendance records are properly coded using the Automated Time, Attendance, and Production System (ATAAPS) or Employer approved time-keeping system.

SECTION 5. The Union will encourage employees to fulfill their responsibilities under the Federal Employee's Compensation Act, to promptly complete required documentation, and to seek prompt medical treatment for all injuries.

ARTICLE 44
EMPLOYEE DRESS

The Parties agree that the items of clothing worn by an employee shall be neat, clean, well maintained, and generally suitable for the job to which assigned.

ARTICLE 45
SMOKING POLICY

SECTION 1. The Parties agree to support the established installation smoking policy, and to solicit the cooperation of bargaining unit members in complying with the policy. Smoking is prohibited in the Employer's facilities, and those who smoke must do so in designated outside areas.

SECTION 2. Smoking areas which are reasonably accessible to employees and which provide a measure of protection from the elements, will be designated, when possible. These areas will be reasonably beyond the points of ingress/egress and away from potential fire hazards.

ARTICLE 46
ALTERNATIVE DISPUTE RESOLUTION

SECTION 1. The Parties embrace the use of an Alternative Dispute Resolution (ADR) program to facilitate the informal resolution of workplace issues and to foster open and transparent communication. The Parties agree an effective ADR program can improve working relationships and resolve workplace issues in an amicable, timely, and cost effective manner. The Parties support the use of the ADR approach to augment the negotiated grievance process consistent with the Negotiated Grievance Procedure, Article 47 of this Agreement to potentially, avoid time-consuming administrative appeals and costly, arbitrations, or litigation. The use of any ADR program will be consistent with program policy and guidance that will be negotiated between the Parties.

SECTION 2. While any party may request ADR, its use is dependent on all parties agreeing to its use.

SECTION 3. The ADR program will utilize the mediation method of resolution. Mediation provides for a neutral third party to assist in developing solutions and negotiating agreements between the parties. The mediator does not render a decision. Instead, he works with the parties to help them achieve their own settlement. If a settlement agreement is reached, it will be reduced to a written agreement between the Parties. Each employee is entitled to a designated personal

representative of their choosing throughout the ADR process provided such designated representative does not present a conflict of interest between his representational role and his official employee duties.

SECTION 4. By agreeing to use ADR to resolve issues, neither the employee, the Employer, nor the Union waive the right to pursue administrative or judicial relief for the claim or claims at issue if the ADR attempt is unsuccessful. ADR may be utilized before and/or after an employee has filed a grievance. Participation in ADR does not waive the requirement to initiate a timely, grievance, complaint, or appeal. Should the parties agree to participate in ADR, the parties voluntarily agree to extend timelines established by the agreement during the ADR process. Because the ADR is a voluntary program, any party may terminate its participation at any time during the process.

SECTION 5. When feasible, the Parties agree to use trained mediators from the Employer's workforce. When an acceptable mediator is not available to the Parties from the internal workforce, the Employer will work with Army and DoD Staff to identify available mediators in the local area. In rare cases, mediators from outside the commuting area may be used. The Employer will pay all travel costs if it agrees to obtain the services of a mediator outside the commuting area.

SECTION 6. The Employer will periodically educate the workforce about the ADR program. In addition, the Parties will encourage employees and supervisors to use the ADR program to facilitate resolution of issues. Any changes to the ADR program will be negotiated with the Union prior to implementation.

ARTICLE 47
NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined in Appendix A of this Agreement. The Parties agree that the expeditious resolution of grievances at the lowest possible level is in the best interest of all concerned. The grievance procedure is not an adversarial process. The objective of this procedure is to provide a systematic and equitable process for resolving issues or concerns affecting conditions of employment. The proper use of this procedure can facilitate open and transparent communication and promote productive, harmonious and respectful work relationships that support mission accomplishment.

SECTION 2. The following matters are excluded from the Grievance Procedure:

a. Denial of reemployment priority rights;

b. Denial of reinstatement rights;

c. Denial of military restoration rights;

d. Position classification decisions;

e. Adverse action for political activity;

f. Retirement and fitness-for-duty examination decisions;

g. Life or health insurance decision;

h. Suspensions or removals for National Security reasons under 5 USC §7532;

i. Removal of probationary employees;

j. Examination, certification, or appointment;

k. Non-selection for promotion from a group of properly ranked and certified candidates;

l. Allegations of mismanagement;

m. EEO Complaints;

n. Proposed disciplinary or proposed adverse action; and

o. The establishment of an employees' performance standards and performance objectives, when the standards and objectives comply with the Performance Management Article 16.

SECTION 3.

a. In compliance with the Statute, an employee may elect to appeal the following actions to the Merit Systems Protection Board (MSPB) under the procedures prescribed by the MSPB, or to pursue the matter through the grievance/arbitration system, but not both. The election, once made, is final:

(1) removal;

(2) a suspension for more than fourteen (14) days;

(3) a reduction in grade;

(4) reduction in pay; and

(5) a furlough of thirty (30) days or less.

b. A grievance filed under Section 3 of this article will be submitted to the designated grievance deciding official of the Employer or his designee within thirty (30) days of the effective date of the action.

SECTION 4. Employees may file a grievance, either singularly or jointly, or by the Union on behalf of the employee. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established policy. Consistent with this article, an employee or group of employees in the unit may be represented only by the Union, or by a person approved by the Union, in filing a grievance.

SECTION 5. A formal grievance should be submitted to a supervisor who has the authority and intent to resolve the grievance. If not resolved at the first level, it will be submitted or advanced to the next deciding official authorized to resolve the grievance. The Employer, CPAC, and the Union will discuss the appropriate deciding official in instances when this may be at issue. The Parties agree to approach and resolve grievances in an objective and respectful manner.

SECTION 6. The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile differences and matters of concern. When those efforts are unsuccessful, the following procedure is established to resolve the grievance:

Step 1.

a. Grievances must be presented within twenty-one (21) days after the date of the event which precipitated the grievance or within twenty-one (21) days of the date the employee became aware of the event leading to the grievance (whichever is later), unless an extension is mutually agreed to by the parties. Grievances shall not be presented after the established time limit except in cases where timely presentation was due to circumstances beyond the employee's control.

b. The employee will address his concerns informally with the immediate supervisor and should notify the Union accordingly. Unless an extension is mutually agreed to by the parties, the supervisor will meet with the employee within five (5) days unless either party is in a leave status or TDY. In that case, they will meet on the first day upon return to the office of the employee or supervisor unless an extension is mutually agreed to by the parties. A decision on the issue or concern will be made in writing within seven (7) days of the supervisor-employee meeting, unless an extension is mutually agreed to by the parties. A copy of the Step 1 decision will be provided to the Union and the next level supervisor. The next level deciding official will be identified in the written decision. If the grievance is unresolved or the supervisor fails to provide a response within the prescribed time limit, and no extension of time was agreed upon, the grievance may be advanced to Step 2.

Step 2. If the grievance is not resolved at Step 1, a formal grievance may be submitted. The grievance will be forwarded to the next level supervisor provided the management official above the immediate supervisor's level has the authority to resolve the issue presented. The formal Step 2 Grievance must state the issue(s) and the corrective action or relief sought. The formal Step 2 Grievance must be submitted within seven (7) days from receipt of the Step 1 decision, unless an extension is mutually agreed to by the parties. A written decision to the Step 2 Grievance will be provided within seven (7) days of receipt of the formal grievance, unless an extension is mutually agreed to by the parties. If a meeting is requested for the parties to discuss the Step 2 Grievance, it should be scheduled within fourteen (14) days of receipt of the Step 2 Grievance. A written decision will be issued within seven (7) days of the meeting unless an extension is mutually agreed to by the parties. If the grievance is denied, the written decision will fully articulate the rationale for the denial. Two copies of the decision will be provided to the Union for their use and the employee's and will identify the next level deciding official or his designee. If the grievance is not resolved at Step 2 it may be advanced to Step 3.

Step 3. If the grievance is not resolved at Step 2, the grievance may be advanced in writing to the deciding official or his designee within fourteen (14) days of receipt of the Step 2 decision, unless an extension is mutually agreed to by the parties. A written decision to the Step 3 grievance will be provided within twenty-one (21) days of receipt of the formal grievance. If the grievance is denied, the decision will fully articulate the rational for the denial. If a meeting is necessary for the parties to discuss the grievance, it should be scheduled within a timeframe mutually agreed to by the parties. If a meeting is necessary, the written decision will be issued within fourteen (14) days of the meeting. The step 3 decision is the final decision under these grievance procedures. Two copies copy of the decision will be provided to the Union. Consistent with the Arbitration, Article 49, grievances not resolved through this grievance procedure may be referred for binding arbitration.

SECTION 7. A reasonable amount of time will be granted to an employee (Duty Time) and the Union (Official Time) to investigate, prepare, and present a grievance; however, no overtime will be paid in order to do so.

SECTION 8. No representative of the Union will solicit grievances from employees.

SECTION 9. If two or more employees initiate identical grievances (and management and the Union mutually agree that the grievances are identical), the Union will submit a group grievance on behalf of all affected employees. In this case, the grievance decision will be applicable to all.

ARTICLE 48
GRIEVANCES BETWEEN PARTIES

SECTION 1. A grievance is defined in the Appendix A of this Agreement. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances between the Parties.

SECTION 2. Employer grievances shall be filed in writing with the President of the Union. Union grievances shall be filed in writing through the Civilian Personnel Advisory Center (CPAC) to the Employer by an officer of the Union; with approval of the Union President. The grievance shall specify the basis for the grievance and the corrective action sought. Within fourteen (14) days after receipt of a grievance, representatives of the Parties will meet to discuss the grievance. A written decision will be issued within fourteen (14) days of meeting.

SECTION 3. Consistent with the Arbitration Article 49, grievances not resolved under this Article may be referred to Arbitration.

SECTION 4. Grievability or arbitrability issues if unresolved will be handled as threshold issues at arbitration.

ARTICLE 49
ARBITRATION

SECTION 1. Consistent with the Negotiated Grievance Procedure, Article 47 and the Grievance Between Parties, Article 48, when a matter pursued through the grievance procedure or grievance between parties, is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Union. The request to invoke arbitration must be submitted within twenty-one (21) days of receipt of the decision completing the negotiated grievance procedure. Only the Parties to this Agreement may invoke arbitration.

SECTION 2. Within fourteen (14) days from the date of receipt of the request to invoke arbitration, the Employer and Union will jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) arbitrators. The Party requesting arbitration is responsible for payment of the processing fee to FMCS. Representatives of the Parties will meet within nine (9) days of receipt of the list of arbitrators to select one to hear the grievance. One party will strike a name from the list and then the other party will strike a name. This process will be repeated until there is but one name left, who is the person who shall be requested to arbitrate the matter. A flip of a coin will decide which party strikes first.

SECTION 3. The arbitrator's fee, including travel and per diem expenses, will be borne equally by the parties. The Employer will provide a hearing room from those facilities situated on the Employer's premises. Either Party may obtain a transcript at its own expense. If the Parties agree that a transcript is necessary, the cost will be shared equally by the Parties. If an arbitrator requests a transcript, the Parties will share the cost equally.

SECTION 4. The arbitrator shall conduct such investigation as he deems necessary. Should a hearing be necessary, it will be conducted at Fort Eustis, Virginia during the usual scheduled workdays and hours. Employee witnesses, if otherwise in a regular pay status, will be considered to be on duty time while participating. The power of the arbitrator may be exercised in the absence of either party who, after due notice, fails to be present or obtain a postponement. The award of the arbitrator, however, must be supported by evidence. It cannot be based solely upon default of one of the parties.

SECTION 5. The arbitrator shall be requested by the parties to render his award as soon as possible and if at all possible, to do so within thirty (30) days after completion of the hearing.

SECTION 6. The arbitrator shall not have the right to add to or modify this Agreement in any manner.

SECTION 7. The arbitrator's decision shall be final and binding, except that either Party may appeal the decision in accordance with Statute.

ARTICLE 50
UNFAIR LABOR PRACTICES

SECTION 1. All informal issues will be filed, in writing with the Employer or the President, NAGE, Local R4-12. The thirty (30) day informal resolution period will begin on the date the written notification is received.

SECTION 2. The Employer and the Union agree that the resolution of issues that arise under 5 U.S.C. §7116, Unfair Labor Practices (ULP), will be handled informally and between the Parties, before formally being evaluated to the Federal Labor Relations Authority (FLRA). In an effort to resolve such issues, it is agreed that the informal resolution period shall not exceed thirty (30) days. If after sixteen (16) days, the Union is unable to obtain the relief it seeks, they will notify the Deputy Chief of Staff, G-1/4 (DCS, G-1/4) and seek assistance in informally resolving the issue(s). The DCS, G-1/4, as the Employer's designated representative, will engage all parties involved in the ULP and attempt to mitigate the Union's need to file a ULP.

SECTION 3. If no informal resolution is reached during the thirty (30) day period (which includes the time in which the DCS, G-1/4 was engaged), or the practice continues, the ULP may be forwarded to the FLRA in accordance with applicable law

and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

SECTION 4. The DCS, G-1/4 will sign and submit any formal ULP complaint on behalf of the Employer to the FLRA. The President, NAGE Local R4-12 will sign and submit a Union-initiated ULP with the FLRA. Each Party will furnish a copy of it's ULP complaint to the FLRA with the other party, with the Chief, CPAC, and with the Staff Judge Advocate, HQ, TRADOC.

ARTICLE 51
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Both Parties recognize the policy of the Government of the United States to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, or reprisal.

SECTION 2. Any employee who has authority to take, direct others to take, recommend, or approve any personnel action shall not with respect to such authority discriminate for or against any employee on the basis of race, color, age, religion, sex, national origin, disability, genetic information, sexual orientation, or reprisal.

SECTION 3. Employees who feel they have been discriminated against have the right to discuss their complaint with an Equal Employment Opportunity (EEO) official and may file an EEO complaint. In addition, the employee may choose to have a personal representative when filing an EEO complaint.

SECTION 4. The Union will be afforded the opportunity to have a representative on the EEO Council, if established.

SECTION 5. Periodic reports compiled by the Employer relating to the EEO program will be publicized, when appropriate, for information and guidance to supervisors and employees. The Union may request additional reports needed to perform its representational responsibilities at any time.

SECTION 6. Procedures for processing complaints of discrimination in Federal employment based on race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, or reprisal will be in accordance with applicable laws, directives, and regulatory guidance. Information regarding the EEO complaint process can be found on the TRADOC SharePoint. EEO complaints for all HQ TRADOC employees will be filed through the EEO Office, Joint Base Langley Eustis.

ARTICLE 52
UNION OFFICIAL FACILITIES

SECTION 1 . Union Office.

a. The Employer recognizes the importance and value of the Union's mission and purpose. Accordingly, the Employer agrees to provide dedicated, safe, environmentally controlled, and furnished office space to the Union, appropriate for carrying out its representational and partnership duties. The space shall be in a location easily accessible to employees. It will be of size, furnishings, and decor commensurate with other administrative offices within the facilities of the bargaining unit.

b. The office will be equipped with adequate telephone lines, fax machine, laser printer, photo copy machine with scanning, e-mail and computer capabilities compatible with the Employer's technology.

SECTION 2. The Employer will be responsible for providing base level custodial services.

SECTION 3. Meeting Space. The Employer will, on an as needed basis, provide conference rooms for discussions between employees and Union officials. Once scheduled and approved, the Employer will give preference to the Union. The Employer will also provide suitable space for regular Union meetings. The Union agrees to exercise reasonable care in use of such space.

SECTION 4. E-Mail and Interoffice Mail System. The Union and its representatives may use the E-mail and the interoffice mail system for regular representation communications.

SECTION 5. Membership Drives. The Employer agrees to provide adequate facilities for membership drives at a location that will provide access to unit employees during lunch periods and before or after duty hours. Detailed arrangements will be negotiated as needed.

SECTION 6. Literature. The distribution of union literature will be permitted provided it is done during non-duty hours of the distributor and employee receiving the literature and it does not interfere with the mission of the Employer.

SECTION 7. Copies of Agreement. The Employer will notify each bargaining unit employee via email that there is a new Collective Bargaining Agreement (CBA) in effect and provide a website address to access the CBA.

ARTICLE 53
RESERVED PARKING

SECTION 1. The Union will be provided a designated parking space in close proximity to any building with greater than fifty (50) bargaining unit (BU) employees. Two (2) additional parking spaces shall be designated in close proximity to the Union office.

SECTION 2. Changes to Union parking space designations must be negotiated with the Union.

ARTICLE 54
PAYROLL WITHHOLDING OF UNION DUES

SECTION 1. The Employer agrees that authorization for voluntary allotments of pay by employees for the payment of the Union dues will be accepted and processed in accordance with applicable laws and regulations and this Agreement.

SECTION 2. The Employer will ensure access to Dues Withholding Form (Standard Form (SF) 1187). The Union agrees to distribute and collect the form from its members; to certify as to the amount of its dues; and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form.

SECTION 3. The Employer agrees that an allotment authorization may be submitted through the Union to the Civilian Personnel Advisory Center (CPAC) at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form, provided that the SF 1187 is received at least three (3) full workdays before the start of such full pay period. The Union will ensure each member is notified of termination polices when the SF 1187 is submitted.

SECTION 4. An employee wishing to cancel an allotment for union dues will submit a properly executed SF1188 to the CPAC which shall become effective one year from the date of membership and thereafter at the first pay period after August 1st. An employee who has been a member for at least one year may cancel the payment of union dues by submitting a properly executed SF1188 to CPAC between July 01 and July 31.

SECTION 5. Pursuant to 5 U.S. Code. §7115 of the statute, an employee's allotment for union dues will terminate when the collective bargaining agreement between the Parties ceases to be applicable to the employee or the employee is suspended or expelled from membership in the Union. Neither the Employer nor the Union shall be liable to the employee for any continuation of any allotments for union dues after a statutory termination event has occurred. The employee will notify the Employer if a

termination of allotment on statutory grounds was not processed promptly.

SECTION 6. Nothing in the Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization by a member for the payment of dues through payroll deductions. The requirements of this section apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

SECTION 7. The remittance of the dues withheld, will be made by check or electronic fund transfer payable to the Comptroller, NAGE and mailed to the Comptroller Division, National Office in Massachusetts, no later than five (5) working days following the day on which the related salaries were paid to members of the Union, along with a listing of employee's names and amount of dues withheld. A copy will also be provided to NAGE Local R4-12.

SECTION 8. The CPAC, on a semi-annual basis or as requested by the Union, will review a list of bargaining unit employees to ensure that members are properly designated. The CPAC will notify the Union of any identified discrepancies

ARTICLE 55
DURATION of AGREEMENT

SECTION 1. This Agreement will become effective when it is ratified, signed and approved by the parties, including review pursuant to §7114(c) of 5 U.S. Code Chapter 71.

SECTION 2. This Agreement shall remain in full force and effect for a period of three (3) years after its effective date, it shall be automatically renewed for three (3) 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 and twenty (120) days prior to its termination date. Negotiations shall begin no earlier than thirty (30) days after these conditions have been met. If renegotiation of an agreement is in progress but not completed upon the termination date of this Agreement, this Agreement will be automatically extended until a new Agreement is negotiated.

SECTION 3. Should one of the parties choose not to extend the Agreement, but rather renegotiate a new agreement, the following shall apply:

a. No earlier than one hundred and five (105) nor less than sixty (60) days prior to the scheduled expiration date of this Agreement, the party wishing to renegotiate the Agreement shall inform the other party of its desire to do so.

b. The Party desiring to renegotiate the Agreement (moving party) shall provide two (2) copies of its proposed contract along with its request to renegotiate to the responding party. This shall be done using a format that tracks and displays changes made, to the existing collective bargaining agreement, unless the proposal is a complete change.

c. The Party receiving the request to renegotiate shall submit counterproposals /proposals to the moving party within forty-five (45) days of the receipt. This shall be done using a format that tracks and displays changes, to the moving parties submission.

d. The Parties shall meet to begin negotiations at a mutually convenient time but within fifteen (15) days of the receipt of the counterproposals submitted by the responding party.

SECTION 4. This Agreement may be amended or reopened at any time by mutual agreement of the parties. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

SECTION 5. It is agreed that at any time, this Agreement may be reopened to modify, add, or delete clauses and articles as mandated by change of laws, rules, and regulations or policies directive in nature to the Employer that may warrant changes. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and its proposal language, additions or deletions on all matters to be discussed at the reopening.

SECTION 6. This Agreement will become effective on the date approved by DoD and will remain in effect until this Agreement expires or is terminated, unless higher authority determines within thirty (30) days from the date of its execution that the Agreement does not conform to applicable laws, or existing published agency policies or regulations of other appropriate authorities. If the Agreement has not been approved or disapproved with thirty (30) days from the date of its execution by the parties, it shall go into effect without the required approval of higher authority and shall be binding on the parties, subject to the provisions of Chapter 71 of Title 5 U.S. Code.

SECTION 7. When the renegotiation of this Agreement is pending or in the process, and the Parties are unable to complete such renegotiation by the termination date of the agreement as the result of negotiations pending third party proceedings involving a negotiability dispute, a negotiation impasses, or a question of representation involving employees in the unit, benefits under the Agreement, as provided by law, shall continue in effect until a new Agreement is executed.

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

APENDIX A
DEFINITIONS

This Agreement contains many terms dealing with Federal Service Labor-Management Relations. In accordance with 5 U.S.C. §7103 and for purposes of the agreement the following definitions are set forth:

a. **Agency** means either DoD or Department of the Army.

b. **Bargaining Unit or Collective Bargaining Unit** means the group of employees defined in this agreement for which the Union, as defined in the preamble, is their exclusive representative.

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

d. **Collective Bargaining Agreement (CBA)** means the agreement, together with all written amendments, supplements, etc. including memorandums of understanding (MOUs) of agreement (MOAs) entered into by the parties as result of collective bargaining pursuant to the statute.

e. **Conditions of Employment** mean personnel policies, practices and matters, whether established by rule, regulations or otherwise, affecting working conditions, except policies, practices and matters:.

(1) Relating to political activities prohibited under 5 U.S.C. §7321; or

(2) Relating to the classification of any position; or

(3) To the extent such matters are specifically provided for by Federal statute.

f. **Confidential Employee** means any individual who acts in a confidential capacity with respect to an employee who occupies a position that formulates or effectuates management policies in the field of labor management relations. Note – An employee is confidential if (1) there is evidence of a confidential working relationship between an employee and the employee's supervisor; and (2) the supervisor is significantly involved in labor-management relations. 5 U.S.C. §7112 (b) (2).

g. **Consultation** means the exchange of ideas or presentation of views regarding policies, programs, and procedures related to working conditions of members of the

Unit which are within the authority of the employer for the purpose of obtaining Union views prior to taking final action. The definition does not compel either party to agree to a proposal or make concession.

h. **Days** mean, unless otherwise specified, calendar days.

i. **Domestic Partner** means an adult in a committed relationship with another adult, including both same sex and opposite-sex relationships.

j. **Dues** mean regular and periodic dues to the Union

k. **Employee** means a civilian employed by the Employer (as defined in the Preamble) with exception as described in Article 1, Section 3 of this Agreement.

l. **Family Member** means a spouse and parents thereof; sons and daughters, and spouses thereof; parents, and spouses thereof; brothers and sisters, and spouses thereof; grandparents and grandchildren, and spouses thereof; domestic partner and parents thereof including domestic partners of other mentioned members; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

m. **Grievance** means any complaint:

(1) By any unit employee concerning any matters relating to the employment of the unit employee;

(2) By the Union concerning any matter relating to employment of unit employees;

(3) By any unit employee, the Union or the Employer concerning the effect or interpretation, or a claim of breach of this Agreement; or any claim violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

n. **Management Official** means an individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine, or influence the agency polices.

o. **Negotiate in Good-Faith** means the duty and responsibility of the Employer and Union to;

(1) Meet and negotiate at reasonable times without unnecessary delays;

(2) Be represented at the negotiations by duly authorized representatives prepared
to discuss, negotiate on conditions of employment and, if necessary provide relevant information;

(3) Consider and respond to proposals made by each other, with the willingness to reach agreement with respect to personnel policies and practices and matters affecting conditions of employment so far as may be appropriate under applicable laws, regulations and published policies, this Agreement: and,

(4) If agreement is reached, to execute and take such steps necessary to implement such agreement.

p. Personal Emergency means any urgent or unforeseen event outside the employee's control requiring immediate attention. Examples include, but not limited to, urgent matters affecting family members and serious damage or threat of damage to personal property.

q. Professional Employee means an employee engaged in the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);

(1) Requiring the consistent exercise of discretion and judgment in its performance;

(2) Which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work); and

(3) Which is of such character that the output produced or the result accomplished by such work cannot be standardized in relations to a given period of time; or (2) An employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (1) (a) above and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described in subparagraph (1) of this paragraph.

r. Statute means the Federal Service Labor-Management Relations Statute, 5 U.S.C. Chapter 71 as amended, unless a different statute is clearly intended.

s. Supervisor means an individual employed by the Employer having the authority in the interest of the agency to hire, direct, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term 'supervisor' includes only those individuals who devote a preponderance of their time to exercising such authority. Note: Must supervise at least one (1) civilian employee, and if only military persons are supervised, the individual "is eligible" for inclusion in the bargaining unit. 5 U.S.C. §7112(b)(1).

t. **Union** means Local R4-12 of the National Association of Government Employees (NAGE), SEIU 5000 certified by the authority as the exclusive representative of the employees defined in this article, and its officers, attorneys, and agents at any level.

u. **Union Officer** means Local President, Vice-Presidents, Treasurer, Chief Steward or Secretary; or any National or regional elected or appointed officer.

v. **Workplace Violence** means any act of violent behavior, threats of physical violence, harassment, intimidation, bullying, verbal or non-verbal threat, or other threatening, disruptive behavior that occurs at or outside the work site.

APPENDIX B
ACRONYMS

ADR – Alternative Dispute Resolution

ATAAPS –Automated Time, Attendance, and Production System

AWS – Alternate Work Schedule

BU – Bargaining Unit

CBA – Collective Bargaining Agreement

CBA – Cost-Benefit-Analysis

CES – Civilian Education System

CFR – Code of Federal Regulations

CMD – Command

CPAC – Civilian Personnel Advisory Center

CHRA – Civilian Human Resources Agency

CWS – Compressed Work Schedule

DA – Department of Army

DCS – Deputy Chief of Staff

DCPDS – Defense Civilian Personnel Data System

DoD – Department of Defense

DTA – Defense Travel Administrator

DTS – Defense Travel System

EAP – Employee Assistance Program

EEO – Equal Employment Opportunity

FECA – Federal Employee Compensation Act

FFLA – Family Friendly Leave Act

FLRA – Federal Labor Relations Authority

FLSA – Fair Labor Standard Act

FMCS – Federal Mediation and Conciliation Service

FMLA – Family Medical Leave Act

FOIA – Freedom of Information Act

FWS – Flexible Work Schedule

GO –General Officer

GS- General Schedule

HQ – Headquarters

IAW – In Accordance With

IDP – Individual Development Plan

I&I – Impact and Implementation

LMF – Labor Management Forum

LWOP – Leave Without Pay

OPM – Office of Personnel Management

MPP – Merit Promotion Plan

NAGE – National Association of Government Employees

MSPB – Merit System Protection Broad

PDI – Pre-Decisional Involvement

PII – Personally Identifiable Information

PIP – Performance Improvement Plan

PPP – Priority Placement Program

QSI – Quality Step Increase

RIF – Reduction-In-Force

RDO – Regular Day Off

SEIU – Service Employees International Union

SF – Standard Form

TDY – Temporary Duty Travel

SES – Senior Executive Service

TOA – Time Off Award

TRADOC – Training and Doctrine Command

ULP – Unfair Labor Practices

U.S.C. – United States Code

VLTP – Voluntary Leave Transfer Program

VPN – Virtual Private Network

IN WTNESS WHEREOF, The Parties have entered into this Agreement this 29th day of October in the year 2015.

APPROVED:

EMPLOYER

LTG(KEVIN W. MANGUM
Deputy Commanding General/
Chief of Staff
Training and Doctrine Command

MR. TIMOTHY TWEED
Mission and Installation Command
Field Directorate Office

NEGOTIATING TEAMS

Management

MR. ANTHONY WHITEHOUSE
Employer, Chief Negotiator

MR. PAUL KRAWIEC
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MR. STEPHEN HAM
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Union

MS. BETH ANN TARABA
NAGE R4-12, Chief Negotiator

MR. ROBERT NOVAK
NAGE R4-12, President

MR. JOSEPH THOMPSON
Deputy Chief of Staff, G-8
Manpower & Force Analysis Dir

Approved by Department of Defense on 20 November 2015