

DEDICATION

This Agreement is dedicated to the memory of Evan A. McLynch, President of the National Council 162 of DCAA Locals, whose untimely death was a tragic loss to both DCAA and AFGE, and to the many individuals who knew and loved him. As one of its principal architects, Evan's spirit endures in this Agreement. It embodies his bedrock values of honesty, fairness, and teamwork. Evan's commitment to quality and a better way of doing business within DCAA between labor and management lives on in this Agreement.

The Parties would also like to acknowledge the memory and contributions of David "Ray" Allen, former President of Mid-Atlantic Region Local 309, who shared Evan's values and passion in crafting this Agreement.

Let us all now work to fulfill the potential of this Agreement with the same level of passion and devotion Evan and Ray showed in guiding its creation.

PREAMBLE

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

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

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

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

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

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

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

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

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

Section 1.0

The Agency, (Defense Contract Audit Agency), hereby recognizes the American Federation of Government Employees Council 162, AFL-CIO (the Union), as the exclusive representative of all the employees in the bargaining unit as defined in Section 2 of this Article.

Section 2.0

Central Region

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

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

Eastern Region

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

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

Mid-Atlantic Region

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

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

Northeastern Region

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

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

Western Region

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

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

Section 3.0

The Parties agree that the terms and conditions of the Agreement apply only to positions within the certified bargaining unit.

ARTICLE 2

GOVERNING LAWS AND REGULATIONS

Section 1.0 Purpose

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

Section 2.0 Laws and Government-Wide Rules and Regulations

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

Section 3.0 Labor-Management Relations

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

ARTICLE 3

EMPLOYEE RIGHTS

Section 1.0 Purpose

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

Section 2.0 Right to Join and Assist the Union

Section 2.1

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

Section 2.2

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

Section 3.0 Right to Representation

Section 3.1

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

Section 3.2

As provided in 5 U.S.C. 7114 (a) (2) (B) and in accordance with Article 30, Disciplinary and Adverse Actions, of this Agreement, the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if:

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

Section 4.0 Personal Rights

Section 4.1

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

Section 4.2

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

Section 4.3

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

Section 4.4

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

Section 5.0 Whistle Blower Protection

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

Section 6.0 Voluntary Activities

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

Section 7.0 Personnel Security Policies

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

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

Section 8.0 Annual Confidential Financial Disclosure Reports

Section 8.1

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

1. The criteria for determining which positions are required to fill out the form, and

2. A link to the relevant Federal Regulations concerning the form.

Section 8.2

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

Section 9.0 Timely and Accurate Compensation

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

Section 10.0 Audit Disagreements

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

ARTICLE 4

INTERNAL REVIEW DIRECTORATE INVESTIGATIONS

Section 1.0

The Agency recognizes the Union's right to appoint and designate the Union representative of its choice.

Section 2.0

When an examination is to be performed, the Internal Review Directorate (IRD) will notify the local Union President or his/her designee of the location and the date(s) of the examination(s).

Section 3.0

The IRD will inform an employee that he/she is the subject of the investigation.

Section 4.0

The IRD will inform the employee that he/she is participating as a witness and is not the subject of the investigation.

Section 5.0

The notification of the scheduled examination will be provided in sufficient time to allow the employee to contact the Union so that a Union representative can be made available.

Section 6.0

Employees have the right to a Union representative during any examination by a member of the IRD if:

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

Section 7.0

Nothing in this Article shall be seen as a waiver of an employee's legal, regulatory, or statutory rights.

Section 8.0

The Union has the right to negotiate the impact and implementation of the IRD Charter/Instruction in accordance with Article 49, Mid-Term Negotiations, of this Agreement.

ARTICLE 5

NON-INTERNAL REVIEW DIRECTORATE INVESTIGATIONS

Section 1.0

The Agency may conduct an investigation to determine whether a disciplinary or adverse action is warranted.

Section 2.0

Section 2.1

Any employee who is the subject of a conduct investigation who reasonably believes that the interview may result in disciplinary or adverse action has the right to request Union representation. The Union will designate the representative.

Section 2.2

- A. If an employee appears for an interview without Union representation and reasonably believes that disciplinary or adverse action may result, the employee may request Union representation. Once the employee requests representation, the investigation will be suspended while the Union representative is contacted.
- B. The Agency shall contact the President of the local Union for that Region to inform him/her that an employee has requested representation under this Section. If the local Union President or his/her designee is not available, the Agency shall contact the President of Council 162. The Union representative will be given a reasonable amount of time to arrive at the investigation. Telephonic representation will be used when it is not practical for a Union representative to arrive in a reasonable amount of time.
- C. If the employee's request for representation is denied, and if that denial is later found to have been unjustified by the Federal Labor Relations Authority, any statement(s) the employee made after requesting Union representation may not be used against the employee in any disciplinary or adverse action or proceedings.
- D. If an employee is represented, the employee or the Union representative may request a recess to confer.

Section 2.3

Interviews may be recorded by either Party. All Parties shall be subject to applicable disclosure provisions.

Section 3.0

When an employee is the subject of an investigation, and a determination is made not to propose disciplinary or adverse action, the designated proposing official will issue the appropriate notification to the employee, normally within thirty (30) days of when the case is closed.

ARTICLE 6

EMPLOYEE BENEFITS

Section 1.0 Unpaid Compensation

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

Section 2.0 Administrative Error

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

Section 3.0 Relocation Bonuses

Section 3.1

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

Section 3.2

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

Section 4.0 Recruitment Bonuses

Section 4.1

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

Section 4.2

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

Section 5.0 Repayment of Student Loans

Section 5.1

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

Section 5.2

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

Section 6.0 Retention Bonuses

Section 6.1

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

Section 6.2

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

ARTICLE 7
UNION RIGHTS

Section 1.0 Exclusive Representative

Pursuant to 5 U.S.C. 7114 (a)(1), the Agency recognizes the Union as the exclusive representative of the employees in the unit certified by the Federal Labor Relations Authority (FLRA) in Case No. WA-RP-06-0048. As such, the Union is entitled to act for and negotiate Collective Bargaining Agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 2.0 Union Representatives

Section 2.1

Within 60 days after the effective date of this Agreement, AFGE Council 162 will provide the Agency with a current list of Union representatives and the areas they are assigned to represent. An updated listing will be provided as necessary.

Section 2.2

Union representatives will receive official time for the performance of representational duties in accordance with Article 8, Official Time, of this Agreement.

Section 3.0 Representation Requirements

Section 3.1 Formal Discussions

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

B. The President of Council 162 will notify the Agency as to which Union representative should be notified of formal discussions for which work sites. The representative designated by the Union will be given advance notice of any formal discussion that is to be held. If that official is not available, the Agency shall contact the President of the local Union for that Region. If that individual is not available, the Agency shall contact the President of Council 162. In situations involving a meeting with a large group of employees (such as a meeting with a Branch, Division or Office), the Union shall receive at least a two (2) workday notice of the meeting. Telephonic

representation will be used when it is not practical for a Union representative to arrive in a reasonable amount of time.

C. At the start of each formal discussion, the Agency management representative will ask any Union representative who may be present to introduce himself. Furthermore, the Agency management representative will permit the Union representative to ask relevant questions, and to present a brief statement before the end of the meeting outlining the Union's position concerning the issues presented by management, and to have full participatory rights during the meeting to the extent accorded to other employees.

Section 3.2 Investigatory Examinations

For investigatory examinations of employees under 5 U.S.C. 7114 (a) (2) (B), the Union will determine which representative will be assigned to any particular investigatory examination. Investigations will be conducted in accordance with Article 4, Internal Review Directorate (IRD) Investigations, and Article 5, Non-Internal Review Directorate (IRD) Investigations, of this Agreement.

Section 4.0 Access to Information

In accordance with 5 U.S.C. 7114(b) (4), the Agency will furnish to the Union, upon request and, to the extent not prohibited by law, data which is normally maintained by the Agency in the regular course of business, which is reasonably available and necessary for full and proper discussion, and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 4.1 Access to Laws, Rules and Regulations

The Union will be provided access to all laws, Government-wide rules and regulations, DCAAM 1400.1, and all other pertinent reference materials which are available to the Agency and necessary to the Union in order to properly fulfill its representational responsibilities. Copies of such material not available locally may be furnished upon request or access will be furnished electronically.

Section 5.0 Employee Orientation

A. A Union representative will be invited to attend regional office orientation sessions for new bargaining unit employees and may be present during the entire training. The representative may give the Union orientation presentation during the training and may meet separately with the employees after the presentation. The Union is authorized up to thirty (30) minutes to present. The Union will provide the Agency with a copy of the Union's orientation package which will be included with the Agency's orientation materials to be provided to each new hire.

B. Each new employee will be advised in the orientation material that this Agreement and any other Memoranda of Agreement and Understanding are accessible via the DCAA Intranet, Headquarters website.

C. For those employees who did not attend the regional office orientation sessions, a Union representative at the employee's location will be permitted to give a Union orientation presentation of up to 30 minutes. For locations without an on-site Union representative, to reduce travel and per diem costs, the Union may contact the new hire(s) and arrange to conduct a telephonic orientation of up to 30 minutes.

D. The local FAO Manager/Regional Office Element Head will provide the Union reasonable advance notice of new hire entrance dates to assist in the coordination. Scheduling of the presentation will be coordinated between the Union representative and the employee's FAO Manager.

E. Release of the Union representative to attend these sessions will be in accordance with Article 8, Official Time, of this Agreement. Employee's time to attend these sessions will be charged indirect to personnel matters.

ARTICLE 8
OFFICIAL TIME

Section 1.0 Purpose

Official time shall be administered in accordance with 5 United States Code (U.S.C.) Chapter 71, Federal Service Labor-Management Relations Statute (the Statute) as amended and this Agreement.

Section 1.1

The purpose of official time is to provide bargaining unit employees time in which to perform Union representational activities during normal working hours, without loss of pay or charge to annual leave.

Section 2.0 Representational Functions

Section 2.1

Union representatives are responsible for judicious use of official time.

Section 2.2

In accordance with 5 U.S.C. 7131(b), official time may not be expended for any activities performed by employees relating to internal Union business (including the solicitation of membership, election of Union officials, and collection of dues).

Section 2.3

Each Region will recognize Union representatives and grant official time, in the amount and circumstances described elsewhere in this Agreement. Official time under this Article will only be used to perform representational duties on behalf of bargaining unit employees. Elected or appointed Union representatives may use official time for representational purposes as provided by the Statute during such time as they would otherwise be in a duty status. This time will be without charge to leave.

Section 2.4

Employees who are not elected or appointed Union representatives may be released from duty without charge to leave for appropriate representational purposes under the Statute. This time will not be charged against any amount of official time granted to the Union representatives under Section 4.0 of this Article.

Section 2.5

Official time for employees and Union representatives is provided under separate authority to participate in certain statutory appeal procedures. This includes, but is not limited to, proceedings before the Federal Labor Relations Authority, Federal Mediation & Conciliation Service, the Equal Employment Opportunity Commission, Merit System Protection Board, etc. Such official time is not limited by this Article, and will not be charged against any amount of official time granted to the Union representatives under Section 4.0 of this Article.

Section 3.0 Procedures for Official Time Use

Section 3.1 Requesting Official Time

The Union representative will advise his/her supervisor of the estimated amount of official time needed, the date and time when the official time will be used, where the representational function will occur and the reason for which the official time is requested. Permission to conduct official Union business, including representation and assistance activities, will normally be granted unless the absence of the Union representative from his / her work duties would cause substantial adverse effect on the work product at his/her work site. In those instances, an alternate time will be authorized.

Section 3.2 Release of Representative from Assigned Duties

If the Agency's mission prohibits the release of the Union representative on official time, the Union representative's supervisor will give the representative a written statement detailing those considerations and when release will be appropriate. Any resulting delay will also result in an appropriate extension.

Section 3.3

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

Section 3.4

The Union representative will inform the supervisor of the employee to be contacted, and the estimated duration of the meeting.

Section 3.5

On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both will contact their supervisors either telephonically or by e-mail to receive approval for the extension and the anticipated return time. If an extension cannot be granted, an alternative date and time will be scheduled.

Section 4.0 Allocation of Official Time

Section 4.1 AFGE Council 162 President

The President of AFGE Council 162, or designee, shall be granted 100 percent official time. The President of AFGE Council 162 will not be located at any resident office (contractor location). If the President of AFGE Council 162 is located at a resident office, the President will be re-assigned to either the nearest non-contractor location within the President's current local commuting area or his/her telework location. At the end of the President's tour of duty, the employee will be assigned to a position within the local commuting area of his/her previously assigned permanent duty station.

Section 4.2 AFGE Council 163 President

The President of AFGE Council 163, or designee, shall be granted 520 hours of official time on an annual basis to perform representational activities. Additional official time above this allowance must be requested and approved in advance.

Section 4.3 AFGE Local Presidents

The President of an AFGE Local, or designee, shall be granted 520 hours of official time on an annual basis to perform representational activities. Additional official time above this allowance must be requested and approved in advance.

Section 4.4 AFGE Council/Local Stewards

The steward of an AFGE Council/Local, or designee, will be entitled to 6 hours of official time per pay period. Additional official time above this allowance must be requested and approved in advance.

Section 5.0 Representational Duties

All recognized Union representatives will be accorded time to perform any duties and responsibilities allowed per 5 U.S.C. Chapter 71.

Section 5.1

Time for the following activities will not be charged to the amount of official time in Section 4.0 of this Article, but will be made available to properly designated Union representatives, who would otherwise be in a duty status. Consistent with 5 U.S.C. 7131(a) and this Agreement, Union representatives will be granted reasonable and necessary time to carry out the following functions:

1. Term agreement bargaining in accordance with 5 U.S.C. 7131(a) and this Agreement, and any related third party proceedings;
2. Mid-term bargaining on management-initiated or Union-initiated changes in conditions of employment, and any related third party proceedings;
3. Management-initiated grievances;
4. Attend meetings of the Labor Management Forum and any sub-committees of the forum; and
5. Travel time for any of the functions listed above.

Section 5.2

The grieving employee will receive a reasonable amount of official time to prepare a grievance and travel expenses, if necessary, to attend grievance meetings. Such meetings will normally be held at the employee's duty station. Designated Union representatives will be allowed necessary travel time and expenses to attend grievance meetings.

Section 5.3

The performance of Union representational functions to earn credit hours shall be scheduled in advance with the supervisor and shall be authorized like any other activity.

Section 6.0 Training

Section 6.1 Training for Union Representatives

An employee who is a Union representative may be excused without charge to leave to attend training sessions, to include travel time, sponsored by the Union providing the subject matter of such training is pertinent to the employee in his/her capacity as a Union representative, and the Agency's interest will be served by the employee's attendance. All requests for Union training should be submitted as soon as possible (normally 30 days in advance) by the Council or Local Union President to the HQ Labor Relations Officer. The HQ Labor Relations Officer and the

employee's supervisor will coordinate training. Each request must include an agenda or course content description. Excused absence for training that meets these requirements will be approved except in cases where the absence of an employee(s) would interfere with the Agency's mission. If the training is subsequently denied due to mission-related reasons, then the specific reasons for the denial will be furnished in writing to the Council or Local Union President by the HQ Labor Relations Officer at the time of disapproval.

Section 6.2

When a new Union representative is designated, the Agency will permit the representative and the Union representative appointed to provide the orientation up to four (4) hours of official time to provide/receive a Union representative orientation on the administration of the Agreement, no later than one (1) month from the date of designation. This time is over and above the time authorized in Section 4.0 of this Article.

Section 7.0 Requesting Official Time

Section 7.1

Contacts between an employee and his/her representative during duty hours will normally take place at or near the vicinity of the employee's work place. The Union representative will contact the appropriate management official to arrange a private enclosed space, if available, suitable for the employee and the representative to meet.

Section 7.2

TDY or local travel may be authorized, as appropriate, when local representation is not available.

Section 7.3

The Agency shall consider the judgment by the Union representative as to the amount of time necessary to accomplish the task. The amount of official time for Union representatives shall be determined based on what is reasonable. Should a dispute arise between a Union representative and his/her immediate supervisor over what constitutes a "reasonable amount" of official time, the Union representative and the supervisor will raise the dispute to the Labor Relations Officer and the Council/Local President for resolution.

Section 7.4

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

Section 8.0 Recording Official Time

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

Section 9.0 Number of Representatives

Section 9.1

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

Section 9.2

All necessary travel and per diem expenses of Union representatives on official time shall be paid consistent with the Joint Travel Regulations. The Parties also agree to use all available methods (telephone, e-mail, fax, net meeting, etc.) to the maximum extent practical to reduce travel costs.

Section 10.0 Secretary/Treasurer

The secretary and treasurer of each AFGE Council/Local shall be granted 4 hours per pay period of official time to maintain records and reports which are required by Federal agencies and which are not related to internal Union business within the meaning of 5 U.S.C. 7131(b).

Section 11.0 Identification of Union Representatives

Within 60 days after the effective date of this Agreement, AFGE Council 162 will provide the Agency with a current list of Union representatives and the areas they are assigned to represent. An updated listing will be provided as necessary.

Section 12.0 Legislative Activities

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

Section 13.0 National AFGE Representatives

Section 13.1

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

Section 13.2

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

ARTICLE 9
DUES WITHHOLDING

Section 1.0 Purpose

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

Section 2.0 General

Section 2.1

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

Section 2.2

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

Section 3.0 Dues Subject To Withholding

Section 3.1

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

Section 3.2

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

Section 4.0 Allotments (Payroll Deduction)

Section 4.1

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

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

Section 4.2

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

Section 4.3

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

Section 4.4

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

Section 4.5

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

Section 5.0 Payment and Union Dues Deduction Report

Section 5.1

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

Section 5.2

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

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

Section 6.0 Changes in Dues Withholding Amounts

Section 6.1

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

Section 7.0 Dues Revocation

Section 7.1

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

Section 7.2

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

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

Section 8.0 Reinstatement of Separated Employee

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

Section 9.0 Positions Outside the Bargaining Unit

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

Section 10.0 Transfers within the Bargaining Unit

When a bargaining unit employee who is on dues withholding moves from one facility [office, FAO, Region] to another facility in the bargaining unit, the employee will continue on dues withholding. Upon arrival at the new office, FAO, or Region, the dues withheld will be remitted to the new Local that has jurisdiction for the receiving facility. The amount of dues withheld will remain at the rate that was withheld in the prior facility until the new Local notifies the gaining Human Resources Office of a change in the rate of dues for the affected employee(s).

ARTICLE 10

MANAGEMENT RIGHTS

Section 1.0

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

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

Section 2.0

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

1. At the election of the Agency, on the number, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. Procedures which management officials of the Agency will observe in exercising any authority under this Article; or
3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 11

LABOR MANAGEMENT FORUM

Section 1.0

The Parties agree to form a labor-management relations forum for the purpose of discussing and proposing solutions on matters of significance.

Section 1.1

Agency employees and their Union representatives are an essential source of front-line ideas and information about the realities of delivering services to the American people. A non-adversarial forum for managers, employees, and employees' Union representatives to discuss Agency operations will promote satisfactory labor relations and improve the productivity and effectiveness of the Agency. The labor-management forum, as a complement to the existing collective bargaining process, will allow managers, employees, and employees' Union representatives to collaborate in continuing to deliver the highest quality services to the American people while improving morale and the quality of work-life for employees.

Section 1.2

The Agency will utilize the Forum to discuss workplace challenges and problems and to develop solutions jointly with the Union. The Forum will make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment. Any agreements made at the Forum will not replace traditional bargaining at the appropriate level. Nothing in this Article shall abrogate this Collective Bargaining Agreement.

Section 2.0 Guidelines

The ground rules will be established in the first meeting of the labor management forum.

Section 2.1

The Forum will:

1. Support the creation of a new labor-management relationship between the Agency and the Union;
2. Utilize the expertise of individuals both within and outside the Agency to foster successful labor-management relations, including the use of facilitators and training of Agency personnel and Union representatives in methods of dispute resolution and cooperative methods of labor-management relations; and
3. Develop recommendations for innovative ways to improve the delivery of services and products to the public while cutting costs and advancing employee interests.

Section 2.2

Partnership involves a cooperative working relationship between the Union and the Agency through maximum pre-decisional involvement in order to achieve common goals. Forum members must be committed to these principles in order for this effort to be successful.

Section 2.3

Within the Forum, the Union and the Agency will discuss issues regarding pre-decisional involvement in all workplace matters, without regard to whether those matters are negotiable subjects of bargaining under 5 U.S.C. 7106.

The Forum will determine: 1) what “pre-decisional” involvement entails; 2) how it will be accomplished; 3) what is expected of the process; and 4) what actions will occur upon its conclusion. To be successful, it is important that all Parties have a common understanding of what “pre-decisional” involvement means.

Section 2.4

The Forum will utilize the services of a trained facilitator in order to assist in the consensus decision making process. The Forum members will jointly select the facilitator.

Section 2.5 Training

The Forum members will receive joint training and will jointly select the trainer. Such training will include effective communication and meeting skills, problem solving, alternative dispute resolution methods, work analysis and improvement tools, strategic planning, budget issues, policy matters, and any other subjects that will enable them to effectively do their Forum work.

Section 2.6

The Forum, as represented by each Co-Chair, will make all decisions by consensus. Consensus decisions are made using a partnership process of information sharing, discussion, and decision making which results in discovering a mutually agreeable solution to an organizational problem. Consensus decision making includes the following characteristics: a high level of acceptance by the members; total commitment by the members to the solutions; and alternative solutions must be searched for by any member in disagreement.

Section 2.7 Forum Members

The Forum will be comprised of an equal number of members from the Agency and the Union.

Section 2.8

The Forum may appoint working groups to gather facts and study and analyze information.

Section 2.9

The Forum members will be in a duty status while participating in Forum business, including meetings, reasonable preparation, working group meetings, and travel time. Additional individuals may be permitted to participate while in a duty status with the agreement of the Co-Chairs.

Section 2.10

Official time is authorized for all Union representatives to participate in Forum meetings. The Agency will pay travel and per diem expenses for Union representatives participating in Forum meetings.

Section 3.0 Information

Section 3.1 Quarterly Bargaining Unit List

The Agency agrees to provide to Council 162 a quarterly listing by names, titles, grades, duty stations, Regions and service computation dates of all employees within the bargaining unit.

Section 3.2 Quarterly Staffing Pattern

Headquarters will provide Council 162 with a quarterly staffing pattern (by auditor, supervisor, regional and administrative staff) for each FAO by:

- Fiscal year program plan headcount;
- Onboard headcount;
- Variance between fiscal year program plan and onboard headcount; and
- Losses, reassignments and additions by employee name.

Once the DoD Joint Staff J-1 electronic Joint Manpower and Personnel System (eJMAPS) is implemented, the mandated Office of Secretary of Defense (OSD) Manpower System (OMS) will be the manpower system of record for the Agency. OMS will provide force structure data and accurate manpower information. This new report will replace the quarterly staffing pattern report and be provided to Council 162.

Section 3.3

The Agency will expeditiously provide to Union representatives, where not prohibited by law, adequate information on such matters in order for the Forum to collectively arrive at a solution. The members agree that discussion will be held in abeyance and not placed on any agenda until all members have had at least seven calendar days to review the requested information.

ARTICLE 12

TRAINING

Section 1.0 General Provisions

Systematic development and enhanced job performance of employees is important in carrying out the Agency's mission. The Agency will ensure that all employees have the opportunity to take the training and development necessary for improvement of the workforce.

Section 1.1

Employee training and development will be administered in accordance with all applicable laws, rules, regulations, and the provisions of this Agreement. In conjunction with this goal, the Agency may, as funds permit, make available to employees the required training necessary for the performance of the employee's assigned duties. To accomplish required training, it will be necessary for employees to perform occasional temporary duty travel. It is recognized that emergencies of a personal nature may arise which prevent an employee from accomplishing scheduled training. In such instances, the employee should notify his/her supervisor as soon as possible.

Section 1.2

Either an employee or supervisor may initiate discussion of an individual's training needs.

Section 1.3

The Agency shall, to the maximum extent practical, ensure the scheduling of training (over which the Agency has administrative control) so that it occurs during the normal workweek, including travel to and from training. The employee is still responsible for completing his/her basic work requirement, and no premium compensation will be paid solely because of rescheduling. A reasonable number of breaks should be afforded to employees who are involved in training.

Section 2.0 Training Programs

The Agency will provide information, via e-mail, concerning training and education programs as they become available. The Agency will advise individual employees, upon request, of currently available government-sponsored training courses so as to provide the employee the opportunity to express timely interest in taking a particular course(s).

Section 2.1

Employees will input their training requests into the Agency's automated training system.

Section 2.2

Employees will be notified of the approval or disapproval of their training requests and the reason(s) for disapproval. If an employee's training request is disapproved or training is cancelled, he/she may be waitlisted depending on the reason for disapproval (such as a lack of funding or the minimum enrollment was not met).

Section 2.3

For adversely affected employees who are assigned to new positions for other than cause, any required training will be provided to those employees who are expected to perform their new duties.

Section 3.0 Career Development

The Agency and the Union agree that training and development of bargaining unit employees is a matter of importance. The Parties acknowledge that enhancing employee knowledge through training will allow employees to progress and reach their promotion potential and career goals.

Section 3.1 Individual Development Plan

A. If required, each employee will establish an Individual Development Plan (IDP) annually. An IDP is a flexible document jointly developed between the employee and the employee's supervisor to be used as a roadmap for the employee's professional and career development. The primary emphasis of the plan will be 1) to address the competencies (knowledge, skills, and abilities) needed by the employee in his/her current position; and 2) to prepare an employee for new career opportunities.

B. The Agency may pay the expenses for employees who have an approved IDP that include self-directed training or developmental activities, if related to the employee's current or prospective job duties.

C. Employees may seek assistance from their supervisor or regional point of contact who may provide advice and assistance in the preparation of the plan. Final approval of training must be given by management and will take into consideration budgetary limitations and workload restraints.

D. Additionally, management may support a training schedule that complements the respective state requirements to sustain an employee's certification, if applicable.

Section 3.2

Employees will not be penalized, including during the performance evaluation process, for not completing training listed on an IDP.

Section 4.0 Training and Career Development Expenses

Employees will not incur costs for Agency-required training necessary for the performance of their assigned duties. Mandatory training/study time required prior to attending Agency courses will be available for employees. This mandatory training / study time will be subject to supervisory approval and workload constraints.

Section 4.1 Payment for Licenses/Certifications

Payment for licenses and certifications, and their subsequent renewals, may include such expenses as fees for 1) preparation for examinations, 2) examinations, 3) registration, and 4) travel and per diem costs.

Section 4.2 Conferences/Meetings

The Agency may pay employees' expenses for attending conferences and meetings authorized by 5 U.S.C. Section 4110 (Expenses of Attendance at Meetings) when the following criteria are met as provided in 5 CFR 410.404 (Determining if a Conference is a Training Activity):

1. The announced purpose of the conference is educational or instructional;

2. The content is germane to improving individual and / or organizational performance;
3. Most of the conference consists of planned, organized exchanges of information between presenters and audience; and
4. The employee will derive developmental benefits through attending.

Section 4.3 Academic Degree(s)

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

Section 4.4 Certifications

The Agency may pay for expenses incurred to obtain and maintain certificates and / or licenses.

Section 4.5 Fees/Dues for Obtaining and Maintaining State Requirements

Payment may be made for a certification and/or license to be obtained and maintained in only one state or jurisdiction. However, a Regional Director or a DCAA Agency Headquarters - Head of Principal Staff Element, may grant an exception to this requirement to meet unique circumstances.

Section 4.6 Recognition of Achieving an Academic Degree(s)/Certification(s)

Employees who exhibit personal initiative and the commitment of their personal time to complete the requirements necessary to obtain advanced degrees or professional certification will be recognized for their efforts as described below:

1. Agency employees obtaining an advanced degree (master's, doctorate or equivalent) in accounting or a field related to their functional area may be presented with a Special Act Award. An employee may receive only one Special Act Award for obtaining an advanced degree.
2. Agency employees obtaining certification as a Certified Public Accountant (CPA) may be presented with a Special Act Award. In addition, Agency employees obtaining a Certificate in Information Systems Auditing (CISA), or certification as a Certified Internal Auditor (CIA) or a Certified Management Accountant (CMA) may be presented with a Special Act Award. Only one Special Act may be received for becoming a CISA, CIA, or CMA.

Section 4.7 Training and Review/Coaching Course(s)

A. A training course(s) or examination preparatory course(s) will be handled as part of the annual Individual Development Plan and training requirements process.

B. The Agency will generally approve prior attendees' requests to take updated courses, however the course may not be repeated within the same training cycle. The Approving Official will provide, in writing, to the employee the reason(s) for denial of the request.

C. Reimbursement for review courses will be in accordance with Agency policy.

D. The Employees pursuing each of these credentials should monitor progress toward successful completion including taking the preparatory course and the examination, and attaining the license and/or certificate.

Section 4.8 Continued Service Agreement

When the Agency pays for an examination preparatory course, the employee must agree in writing to take the examination within one-year of completion. The employee must also sign a Continued Service Agreement (CSA) to remain with the Agency for six times the length of training. If the training is not completed or the employee leaves the Agency before the end of the CSA, the expenses must be repaid (including tuition, travel, and per diem). Repayment will be on a pro-rated basis.

Section 4.9 Reimbursement

A. Authorizing officials may generally approve reimbursement of actual tuition, in addition to books and mandatory fees that are directly job-related. The Approving Official will provide, in writing, to the employee the reason(s) for denial of the request.

B. Continuing education courses that are directly job-related may also qualify for actual cost reimbursement consideration.

C. If an employee separates from the Agency before the expiration of the period of agreed service, the employee will be required to pay the government an amount no more than the percent of additional expenses that are proportional to the percent of the service agreement not completed.

Section 5.0 Training Instructor Selection

Selection for training instructors may be made under merit promotion procedures in accordance with Article 18, Merit and Career Ladder Promotions, of this Agreement.

Section 6.0 Training Committee

The Agency and the Union may mutually agree to form a Training Sub-Committee (to the Labor Relations Forum) to review the Agency training and career development programs; make recommendations for program improvements and greater access and utilization by employees. The Training Sub-Committee shall meet to discuss training methodologies, training and career development needs, education and communication, usefulness of training initiatives, and other related issues.

ARTICLE 13

HOURS OF WORK AND FLEXIBLE WORK SCHEDULES

Section 1.0 Purpose

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

Section 2.0 Definitions

A. Administrative workweek means any period of seven consecutive 24-hour periods designated in advance by the head of the Agency under 5 U.S.C. 6101. In DCAA, the administrative workweek begins on Sunday and ends on Saturday.

B. Adverse Agency impact is the condition for which the Agency may cancel a flexible work schedule, or exclude some positions or employees from a particular flexible work schedule. Adverse Agency impact means a reduction of the productivity of the Agency, a diminished level of services furnished to the public by the Agency, or an increase in the cost of Agency operations (other than reasonable administrative costs relating to the process of establishing a flexible work schedule). Any one individual's schedule cannot be determined to cause an adverse Agency-wide impact.

C. 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. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.

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

E. Credit hours means any hours which are in excess of an employee's basic work requirement and which the employee elects to work, subject to supervisory approval.

F. Flexible hours means the times during the workday, workweek or pay period during which an employee covered by a flexible work schedule may choose to vary his / her times of arrival to and departure from the work site consistent with the duties and requirements of the position.

G. Flexible work schedule (FWS) means a work schedule that consists of workdays with core and flexible hours. A flexible work schedule may enable an employee to complete his / her basic biweekly work requirement in less than the standard 10 workdays. Participation in the flexible work schedule program is voluntary. Work requirements for employees are:

1. in the case of a full-time employee, an 80-hour biweekly basic work requirement that allows an employee to determine his/her own schedule within the limits set by this Article; and
2. in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that allows an employee to determine his/her own schedule within the limits set by this Article.

H. Time charged means hours charged to an assignment, leave, credit, compensatory, overtime, etc. and will be in fifteen (15) minute increments. Increments of less than an hour will be shown as 0.25, 0.50, or 0.75.

I. Traditional fixed work schedule consists of 8 hours per day, 40 hours per week.

Section 3.0 General Provisions

A. The basic workweek is Monday through Friday. The workday for employees who work more than 6 hours will include a required scheduled unpaid lunch (minimum thirty-minutes) between the hours of 11:00 a.m. and 1:00 p.m. Basic work-hours may be scheduled to start as early as 6:00 a.m. or as late as 9:30 a.m., subject to mission requirements.

B Employees may work a traditional work schedule or a flexible work schedule (per Section 7.0 of this Article). All work schedules must be approved by the employee's supervisor. Approval is subject to mission requirements, including office coverage during normal business hours (8:00 a.m. - 4:30 p.m.) and availability to contractors and other customers.

C. When a conflict occurs between work schedule requests of different employees, supervisors shall resolve the scheduling conflict based on Service Computation Date for leave. The employee with the greater seniority shall receive the requested schedule when this is consistent with mission requirements.

D. If a supervisor denies an employee's request for a flexible work schedule or proposes to terminate an employee's participation in a flexible work schedule, the supervisor will notify the employee in writing, provide the basis for the denial or termination and discuss a revised work schedule with the employee. Denials of requests to work a flexible work schedule will not be arbitrary or capricious. If a denial results in a hardship to the employee, the Agency may consider arrangements to accommodate such hardships. An employee may challenge a supervisor's denial or termination of a requested work schedule as set forth in Article 31, Negotiated Grievance Procedure, of this Agreement.

Section 4.0 Adjustment of Work Schedules for Religious Observances

An employee whose personal religious beliefs require that he/she abstain from work at certain times of the workday or workweek must be permitted to work alternative (compensatory) hours so that the employee can meet the religious obligation, unless it would cause undue hardship on the Agency's mission. Disapprovals of an employee's request to work alternative hours for religious observances will be given to the employee in writing within two (2) workdays of the request. An employee may work religious compensatory overtime during the six (6) pay periods before or after the granting of religious compensatory time off. Employees are expected to coordinate their work schedules closely with their supervisors to ensure that the six-pay period limit is met. Religious compensatory overtime will be worked or taken in accordance with Section 2.0 (h) of this Article. If the employee maintains a negative balance of advanced religious compensatory overtime after the six (6) pay periods in which the religious compensatory time was used, the employee will be charged annual leave for that negative balance. If the employee does not have annual leave, the employee will be charged leave without pay (LWOP). The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay). Appropriate records will be kept of religious compensatory overtime earned and used.

Section 5.0 Breaks

Employees may take a break of 15 minutes for each 4 hours of work. The break period will normally occur in the middle of each four-hour work period. Similar break periods will be provided for employees who work other than the normal eight-hour workday. There will be no charge to leave for such breaks. Breaks cannot be combined with lunch periods or used to shorten the work day.

Section 6.0 Time Entry and Work Schedules

- A. Employees will inform their supervisors of their planned work schedule. The supervisor will either approve or disapprove the planned work schedule.
- B. Employees will inform their supervisors in advance of any deviation from their approved work schedule.
- C. The supervisor will discuss the deviation to an employee's work schedule with the employee prior to the effective date of the deviation. The supervisor will approve or disapprove the requested work schedule deviation.
- D. Employees may change their approved work schedules.
- E. Employees should record their actual hours worked (regular, overtime, credit, compensatory, etc.) and hours taken (leave, credit, compensatory, etc.) on a daily basis. Employees will include actual hours through the time they release their timesheet as well as projected hours for the balance of the biweekly pay period.

Section 7.0 Flexible Work Schedules

Section 7.1

- A. Flexible Work Schedule (FWS) programs enable managers and supervisors to meet the Agency's mission while, at the same time, allowing employees to be more flexible in scheduling their personal activities. As employees gain greater control over their time, they can, for example, balance work and family responsibilities more easily, become involved in volunteer activities, and take advantage of educational opportunities. The employee benefits provided by FWS programs also are useful recruitment and retention tools.
- B. In accordance with Article 17, Telework, of this Agreement, employees who participate in the Telework program are not disqualified from working a flexible work schedule.
- C. If employees do not have access to the contractor's facility or personnel, employees will take this into account when developing their flexible work schedules.
- D. The core hours will be from 9:30 a.m. to 2:30 p.m.

Section 7.2

Eligible employees may work one of the following flexible work schedule options to fulfill their basic work requirement:

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

4. 4-10 Schedule. Employees working a 4-10 schedule must work four 10-hour days, each week for a total of 80 hours in a biweekly pay period, exclusive of the meal period provided in Section 3.0 of this Article. The employee may choose a starting time within the period stated in Section 3.0 of this Article. Employees will schedule one flex day off each week.

Section 8.0 Exclusion from Flexible Work Schedules

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

B. At the Union's request, the Parties will negotiate over the Agency's proposed exclusions from participation in a FWS, if any, under the provisions of Article 49, Mid-Term Negotiations, of this Agreement. If the Parties are unable to agree, the impasse will be resolved under the provisions of law. Pending a final decision on an impasse, the employee(s) or positions(s) will remain eligible for the FWS option in question.

Section 9.0 Temporary Suspension of an Employee's Flexible Work Schedules

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

Section 10.0 Termination of Flexible Work Schedules Due to Adverse Agency Impact

If the head of the Agency finds that a particular FWS has had an "adverse Agency impact," as defined in 5 U.S.C. 6131 (b), the Agency must promptly provide notice to the Union of its desire to reopen this Article to seek termination of the particular FWS. Upon demand by the Union, the Parties will then negotiate the Agency's proposal. If an impasse results, the dispute will go to the Federal Service Impasses Panel, which will determine within 60 calendar days whether the Agency's determination is supported by evidence. The FWS schedule may not be terminated until agreement is reached or the Panel has made a decision.

Section 11.0 Credit Hours

Section 11.1

Full-time and part-time employees who work flexible work schedules, as identified in Section 2.0 G. of this Article may earn credit hours.

Section 11.2

Employees who want to work credit hours must request supervisory approval of the credit hours in advance of working the credit hours. The request will be approved or denied by the supervisor as soon as possible.

Section 11.3

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

Section 11.4

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

Section 11.5

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

Section 11.6

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

Section 11.7

The use of credit hours will be subject to the same criteria as annual or sick leave. Credit hours must be earned before they are used.

Section 11.8

Supervisors have the right to restrict the use of credit hours to meet mission requirements. Subject to supervisory approval, credit hours may be worked on any non-holiday within the administrative work week.

Section 12.0 Training

Employees attending training will adjust their work schedules to be available during the hours of the training. Employees attending training in the general vicinity and not on TDY orders may continue to work an alternate work schedule, if the employee: (1) obtains supervisory approval, (2) has taken appropriate measures to protect the contractor's data, if applicable, and (3) can fulfill his/her basic work requirement at either the employee's PDS, the training site, or alternate duty site. Employees may work an alternate work schedule for the days of the biweekly pay period they are not attending training. Employees must account for the hours in their basic work requirement for the biweekly pay period. Any difference between the basic work requirement and the actual hours worked should be accounted for through the use of leave, credit hours, compensatory time, etc.

Section 13.0 Temporary Duty

Employees on Temporary Duty (TDY) may continue to work their selected work schedule if the hours available at the TDY worksite correspond to their selected work schedules. If the employee's selected work schedule does not correspond to the TDY worksite hours, the employee should coordinate their work schedule with the TDY supervisor as soon as possible.

The employee and the supervisor may give consideration to the use of leave, credit hours, compensatory time, etc. in order to account for the hours in the basic work requirement.

Section 14.0 Holidays

Section 14.1

Eligible employees shall be entitled to all holidays now prescribed by law or Executive Order and any that may later be added by law or Executive Order. Every effort will be made to ensure that employees are free to observe holidays, and work will be scheduled so that employees will not be required to work on holidays except for urgent and unusual situations.

Section 14.2 Full-Time Employees

Full-time employees will receive 8 hours toward completion of the basic work day for each holiday that falls within the biweekly pay period. If an employee is working a flexible work schedule, the employee must account for the additional hours in the work day through the use of leave, credit, compensatory, etc.

Section 14.3 Part-Time Employees

When a holiday falls on a day that a part-time employee would normally work, the part-time employee is entitled to the number of hours that would have been worked that day. If a holiday falls on a non-workday, part-time employees are not entitled to an "in lieu of" holiday. If an Agency's office or facility is closed due to an "in lieu of" holiday for full-time employees, the Agency may grant paid excused absence to part-time employees who are otherwise scheduled to work on that day.

ARTICLE 14

OVERTIME

Section 1.0 General

Section 1.1

Employees have their overtime entitlements determined under either Title 5 of the Code of Federal Regulations, Part 550, Pay Administration, or Part 551, Pay Administration under the Fair Labor Standards Act (FLSA). Each employee is designated as either “non-exempt” (covered by the FLSA) or “exempt” (not covered by the FLSA).

Section 1.2

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

Section 1.3

When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 U.S.C. 5542 and government-wide regulations, and provisions of this Agreement.

Section 1.4

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

Section 1.5

The Agency has the right to make overtime assignments when work circumstances warrant. Overtime must be authorized in advance by the Agency.

Section 2.0 Overtime Pay

Section 2.1

Overtime pay for FLSA non-exempt employees is equal to one and one-half times the employee’s hourly rate of pay.

Section 2.2

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

1. 1-1/2 times the applicable minimum hourly rate of basic pay for GS-10, step 1, or
2. The employee’s hourly rate of basic pay.

Section 3.0 Types of Overtime

Section 3.1 Irregular or Occasional Overtime

Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the employee's option, the employee may receive compensatory time off in lieu of overtime premium pay in accordance with Section 9.0 of this Article. A quarter of an hour shall be the smallest fraction of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full quarter of an hour.

Section 4.0 Distribution

Qualified employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. When there is more than one qualified employee who can perform the required duties of the overtime assignment, the individual employee who had been selected to perform the overtime assignment may request to be removed from the overtime assignment and the supervisor may ask for another volunteer. However, in the absence of qualified volunteers for overtime work, the Agency has the right to direct overtime. Declining to work offered overtime or declining to volunteer to work overtime will not be considered in an employee's performance evaluation or otherwise held against an employee.

Section 5.0 Records

Records of overtime offered, worked and refused, by date and employee, will be kept by the Agency and may be reviewed by the Union upon request. These records will be kept based on FAO or Regional basis and include overtime worked where employees from different FAOs or Regional Offices occurred.

Section 6.0 Disputes

The negotiated grievance procedure is the exclusive remedy for the resolution of disputes concerning overtime. Nothing in this Article precludes or impairs FLSA exempt employees from filing a claim for "induced" overtime or FLSA non-exempt employees from filing a claim for "suffered or permitted" overtime.

Section 7.0 Notice

In the offer or assignment of overtime on days outside of the basic workweek, the Agency will, except in cases of unforeseen mission requirements, notify the affected employee as early as practicable. When overtime is to be performed on a holiday, normally at least one-day advance notice will be given to the employee affected, except in cases of unforeseen mission requirements.

Section 8.0 Impact on Leave

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

Section 9.0 Compensatory Time in Lieu of Overtime Pay

Section 9.1

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

1. FLSA Non-exempt Employees: The Agency will normally provide overtime pay for all overtime work performed by FLSA nonexempt employees. After considering mission requirements, the Agency may grant compensatory time off for overtime work performed, but FLSA non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Agency will consider employee requests for compensatory time off in lieu of overtime pay.
2. FLSA Exempt Employees:
 - a. Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e. Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the employee does not make such a request, or if the Agency does not approve that request, the employee is entitled to compensation in accordance with Section 3.2 of this Article.
 - b. The Agency may require that employees whose rate of pay exceeds the maximum rate for GS-10 (i.e. Step 10) be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay.

Section 9.2

The Agency may announce, in advance of offering overtime, that it will only compensate employees with compensatory time and that overtime pay will not be available. In that case, an employee described in Section 9.1, item 2.a. of this Article may decline the offer of overtime. Such declination will not be held against the employee and the declination will not affect eligibility for future offers of overtime.

Section 9.3

Compensatory time earned must be used within 26 pay periods. Requests to use earned compensatory time will normally be granted insofar as mission requirements permit. All compensatory time not scheduled and used by the employee by the end of the 26 pay periods will be converted to overtime pay, computed using the employee's rate of pay as of when the overtime pay was earned.

Section 10.0 Compensation for Time Spent in Travel Status

Section 10.1

Overtime pay, or compensatory time, for employees directed to accomplish travel for official purposes, will be in accordance with applicable law and / or government-wide regulations.

Section 10.2

For purposes of this Article, "official duty station" is defined as:

1. The corporate limits of the city or town where stationed; or

2. If not in an incorporated city or town, or other established area having definite boundaries where the employee is stationed. An example of this is a county. However, in no case may this be larger than a 50-mile radius from the office/building where the employee normally reports for work.

Section 10.3 Time Spent in Travel for FLSA Non-exempt Employees

Time spent in travel will be considered hours of work, and thus compensable, if the employee is required to:

1. travel during regular working hours;
2. drive a vehicle or perform other work while travelling;
3. travel as a passenger on a one-day assignment away from the official duty station; or
4. travel as a passenger on an overnight assignment away from the official duty station during hours on nonworkdays that correspond to the employee's regular working hours.

Section 10.4 Time Spent in Travel for FLSA Exempt Employees

A. Time spent on official travel during non-working hours (i.e., hours outside the scheduled tour of duty for leave purposes) is not considered hours of work for overtime purposes under Section 3.0 of this Article. Credit for official travel during non-working hours is provided only through compensatory time off for travel.

B. The Agency shall credit an employee with compensatory time off for time in a travel status if:

1. The employee is required to travel away from the official worksite;
2. The travel time is not otherwise compensable hours of work; and

3. The amount of compensatory time is equal to the allowable time spent in a travel status in accordance with government-wide regulation and this Agreement.

C. Travel time in conjunction with a permanent change of station or a temporary change of station is not creditable.

D. Time in a travel status includes the time an employee actually spends traveling between the official worksite and a temporary worksite, or between two temporary worksites, and the usual waiting time that precedes or interrupts such travel. Time spent at a temporary worksite between arrival and departure is not time in a travel status. A delay between actual periods of continuous travel that includes overnight lodging during which the employee is free to rest, sleep, or otherwise use the time for his/her own purposes, is not creditable as time in a travel status.

E. If an employee is required to travel directly between his/her home and temporary worksite outside the limits of the employee's official worksite, the travel time is creditable as time in a travel status. However, the time that an employee normally would spend in home-to-work or work-to-home travel is deducted from that amount. The travel time outside regular working hours directly to or from a temporary worksite or transportation terminal (e.g., airport or train station) is creditable as time in a travel status. However, if the travel occurs on a day that the employee is regularly scheduled to work, the time the employee would have spent in normal home-to-work or work-to-home commuting must be deducted.

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

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

H. Compensatory Time

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

2. An employee must use accrued compensatory time off for travel by the end of the 26th pay period after the pay period during which it was credited. Requests to use earned compensatory time for travel will normally be granted. If an employee fails to use the compensatory time off within 26 pay periods after it was credited, he/she will forfeit such compensatory time off.

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

ARTICLE 15

LEAVE

Section 1.0 Scope

The purpose of this Article is to prescribe the policies covering the different types of leave in accordance with applicable law and regulation. This Article shall be administered in accordance with Title 5, United States Code, Chapter 63; Title 5, Code of Federal Regulations, Part 630 and this Agreement.

Section 1.1 Purpose of Leave

The purpose of leave is to allow periods of time off for rest, recreation, personal, medical, family, emergency, and/or other purposes.

Section 1.2 Accrual and Use of Leave

Employees will be entitled to accrue and use leave in accordance with applicable laws, regulations, and this Agreement. The use of accrued annual leave is the right of the employee. Leave is subject to scheduling approval by the supervisor.

Section 2.0 Definitions

- A. *Accrued Leave* means the leave earned by an employee during the current leave year that is unused at any given time in that year.
- B. *Accumulated Leave* means the unused leave remaining to the credit of an employee at the beginning of a leave year.
- C. *Family member* means the following relatives of the employee (except under Family Medical and Leave Act (FMLA), which has its own definition):
 - 1. Spouse and parents thereof;
 - 2. Children, including adopted children and spouses thereof;
 - 3. Parents;
 - 4. Brothers and sisters, and spouses thereof; and
 - 5. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

- D. *Leave year* means the period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.
- E. *Medical certificate* means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

Section 3.0 Leave Earnings

- A. A full-time employee earns leave during each full bi-weekly pay period while in a pay status or in a combination of a pay status and a non-pay status. An employee must be on the rolls for a full bi-weekly pay period to earn annual or sick leave. No annual or sick leave accrues for a fractional pay period upon initial employment or upon separation. Credit is given for fractional pay periods only upon transfer to other federal agencies.
- B. A part-time employee who has a regular assigned tour of duty during the administrative work week or is on a flexible work schedule that has a bi-weekly work requirement earns annual and sick leave based on the number of hours in a pay status.

Section 4.0 Annual Leave Procedures

Section 4.1

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

Section 4.2

Employees may utilize annual leave in fifteen (15) minute increments.

Section 4.3

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

Section 4.4

Short periods of leave not to exceed one workday need not be scheduled but are subject to supervisory approval.

Section 4.5

An employee's request to change a previously approved leave schedule will normally be granted if such change does not conflict with approved leave schedules of other employees and is consistent with the needs of the Agency.

Section 4.6

During reduced or suspended operations or during emergency conditions, the Agency will consider the following options: leave-without-pay, flexible day off, use of credit hours, local travel to another office, change in tour of duty for part-time employees, use of compensatory time, administrative leave, Telework arrangements and the use of annual leave.

Section 4.7

Employees are entitled to the provisions of the Voluntary Leave Transfer Program.

Section 4.8

Annual leave may be granted, subject to workload demands, in a manner which permits each employee who wishes to take at least two (2) consecutive weeks of annual leave each year. Upon request, any denial of annual leave must be accompanied by a written statement of the reasons for the denial. If workload permits, employees may request and supervisors may approve periods of annual leave that exceed two (2) consecutive weeks.

Section 4.9

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

Section 4.10

Employees will be informed of whether their requests for leave have been approved in a timely manner, normally within one (1) work day. When requests are made to use leave on the following day, the response will be made as soon as possible, but no later than the end of the employee's work shift.

Section 4.11 Unanticipated Leave

If the need for leave cannot be anticipated, the employee shall attempt to contact the immediate supervisor or designated official to request approval of unscheduled/emergency leave by telephone within two (2) hours after the start of the employee's normal work day, or as soon as possible thereafter. In the event that either the supervisor or other designated official is not available, the employee may utilize voice mail or e-mail to notify the Agency of the need for unscheduled leave. If the leave cannot be granted, the supervisor or other designated official will notify the employee within two (2) hours of the employee's request that it cannot be granted.

Section 4.12 Advancing Annual Leave

The Agency will grant an employee's request for advanced annual leave in situations where the employee lacks sufficient leave to cover the period being requested, but will earn enough leave to cover the amount of the advance by the end of the leave year; provided that workload permits a granting of leave and that the Agency would have approved a request for leave without pay to cover the requested period of absence.

Section 4.13 Annual Leave for Union Representatives

An employee who is a steward or other Union official may be granted annual leave or Leave Without Pay ("LWOP") to attend internal Union functions which are not covered in Article 8, Official Time, of this Agreement. Normally, an advanced notice of five (5) work days will be required and will be approved subject to workload considerations.

Section 5.0 Sick Leave Procedures

Section 5.1 Accrual

Employees will earn and accrue sick leave in accordance with applicable law and regulations. Employees may utilize sick leave in fifteen (15) minute increments.

Section 5.2 Approval

The Agency will approve an employee's request for sick leave when the employee:

1. Receives medical, dental, or optical examination or treatment;
2. Is incapacitated for the performance of his/her duties by physical or mental illness, injury, pregnancy, or childbirth;
3. (a) Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or

(b) Provides care for a family member with a serious health condition;

4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease; or
6. Must be absent from duty for purposes relating to his/her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Section 5.3 Amount of Sick Leave

A. The amount of sick leave granted to an employee during any leave year for the purposes identified in Section 5.2.3(a) and 5.2.4 of this Article, may not exceed a total of 104 hours (or, in the case of a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave normally accrued by that employee during a leave year).

B. Full-time employees may use up to a total of 480 hours of sick leave each year to care for a family member with a serious health condition, as defined in 5 CFR 630.1202. The definition of a serious health condition includes, but is not limited to: cancer, heart attacks, strokes, severe injuries, Alzheimer's disease, pregnancy, and childbirth. Part-time employees may use an amount equal to 12 times the average number of hours in his/her scheduled workweek.

C. The same limitations apply to the use of sick leave to care for a family member with a serious health condition as apply to the use of sick leave for general family care or bereavement purposes. A full-time employee may use an initial 40 hours of sick leave each leave year to care for a family member with a serious health condition. A part-time employee or an employee with an uncommon tour of duty may initially use the average number of hours in his/her regularly scheduled workweek. To use more than this initial amount, a full-time employee may use additional sick leave up to the maximum (480 hours). A part-time employee may use up to 12 times the average number of hours in his regularly scheduled workweek.

D. The 480 hours is a total for all family care purposes, and not an amount in addition to the 104 hours allowed for general care or bereavement purposes provided for in Section 5.3.A. of this Article. Sick leave previously used during the leave year for general family care or bereavement purposes must be subtracted from the 480-hour entitlement.

E. Employees may also continue to use sick leave for any personal medical needs in accordance with this Collective Bargaining Agreement. Employees are also eligible to request Leave without Pay under the Family and Medical Leave Act in accordance with Section 6.0 of this Article.

F. Medical certification must be provided within 15 calendar days after the date the supervisor/manager requests such certification. If it is not practical under the particular

circumstances to provide the medical certification within 15 calendar days, despite the employee's diligent, good faith efforts, the employee must provide the medical certification within a reasonable period of time, but no later than 30 calendar days after the date requested.

G. Medical certification must include a statement from the health care provider that the family member needs psychological comfort, physical care or assistance, or transportation and would benefit from the employee's care or presence. The employee must provide an estimate of the amount of time needed to care for the family member(s), if not already included in the medical certificate.

Section 5.4 Scheduling

A. It is within the discretion of the supervisor, in accordance with Government-wide rules and regulations, to ascertain that the reasons for which the sick leave is requested are valid. An employee's request for sick leave may be denied if it is determined that there is not a proper basis for use of sick leave.

B. Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments as soon in advance as practicable and should request sick leave in advance for such appointments.

C. If the need for leave cannot be anticipated, the employee shall attempt to contact the immediate supervisor or designated official to request approval of unscheduled or emergency sick leave by telephone within two (2) hours after the start of the employee's normal work day, or as soon as possible thereafter. In the event that neither the supervisor nor other designated official is available, the employee may leave a voice mail message or e-mail to notify the supervisor of the need for unscheduled sick leave. Failure to report and give notice of anticipated need for sick leave within two hours of the time established to report for duty will not, in itself, be a reason to deny sick leave. If the leave cannot be granted, the supervisor will notify the employee within two (2) hours of the employee's request that it cannot be granted. If an employee is denied the use of sick leave, upon reporting to work he/she may request annual leave or sick leave for the time missed. If an employee who reports to work late is required to use leave, the Agency may not require him/her to perform any work during the period that leave is charged.

D. In accordance with Article 17, Telework, of this Agreement, telework arrangements may be approved by the supervisor to accommodate an employee who has a medical appointment during the duty day. The circumstances surrounding this arrangement are to be worked out between the supervisor and employee in advance.

Section 5.5 Medical Evidence

A. Employees may, but will normally not, be required to furnish administratively acceptable evidence to substantiate a request for approval of sick leave for three (3) consecutive workdays or less. A period of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate. However, if the circumstances surrounding the

employee's absence indicate that the services of a physician were not available or required; the employee's written statement describing the circumstances may be accepted in lieu of a medical certificate.

B. Except for employees on leave restriction, employees who are released from duty because of illness will not be required to furnish a medical certificate to substantiate sick leave for the day they were released from duty. Subsequent days of absence will be subject to the provisions of Section 5.5.A of this Article. Except for employees on leave restriction, employees suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification of the chronic condition, shall not be required to furnish a medical certificate to substantiate sick leave for subsequent occurrences of the same condition. However, the Agency may periodically require further medical certification to substantiate that the condition still exists.

Section 5.6 Sick Leave Abuse

A. When the Agency has reasonable grounds to believe that an employee is abusing the use of sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Agency may inquire further into the matter and ask the employee to explain. Absent a reasonably acceptable explanation, the employee should be counseled that continued and frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.

B. If reasonable grounds continue to exist for questioning an employee's use of sick leave, the employee may be placed on leave restriction. The notification will be in writing and inform the employee that no request for sick leave, or other leave in lieu of sick leave, will be approved for a stated period (not to exceed six (6) months) unless supported by a doctor's certificate. Any such written notice will describe the frequency, patterns or circumstances which led to its issuance, and will specify the termination date of the letter. At the end of the stated period, the Agency will review the employee's situation and will notify the employee in writing if the leave restriction is no longer in effect. Restrictions may be renewed if there are reasonable grounds to believe that the abuse is continuing.

Section 5.7 Advanced Sick Leave

A. Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed 30 calendar days. A maximum of 30 days of sick leave may be advanced to an employee with a medical emergency related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious health condition.

B. Requests for advanced sick leave will normally be granted in accordance with governing regulations when all of the following conditions are met:

1. The employee is eligible to earn sick leave;

2. The employee's request does not exceed 240 hours, or for temporary employees only the amount to be earned during the period of temporary employment if appropriate;
3. There is no reason to believe the employee will not return to work after having used the leave, and the employee has sufficient funds in his/her retirement account or any other source of monies owed to the employee by the government to reimburse the Agency for the advance, should the employee not return to work;
4. The employee has provided acceptable medical documentation of the need for advanced sick leave; and
5. The employee is not subject to leave restriction.

Section 5.8 Privacy

The Agency will treat any medical information provided by an employee to any agent or representative of the Agency in support of a request for sick leave as confidential. The Agency may disclose such information subject to the Privacy Act of 1974 (552a) and 5 CFR 339 only for purposes of making informed management decisions and only to individuals who have a need to know.

Section 6.0 Leave for Family Purposes

Section 6.1 Family and Medical Leave Act

Employees who have completed at least 12 months of service (not required to be 12 recent or consecutive months) are entitled to a total of 12 administrative workweeks of unpaid Family Medical Leave during any 12-month period for (a) birth of a son or daughter and care of the newborn; (b) the placement of a son or daughter with the employee for adoption or foster care; (c) the care of a spouse, son or daughter or parent with a serious health condition; or (d) a serious health condition of the employee that makes the employee unable to perform the duties of his/her position. See Appendix 1 of this Article.

Section 6.2 Parental Leave

Parental leave will be provided to new parents, including grants of annual leave, sick leave, and leave without pay to the maximum extent allowable by law and government-wide regulation. In the event the employee utilizes leave under the provisions of the Family Medical Leave Act, the employee shall be entitled to a total of 12 administrative work weeks of unpaid leave.

Section 6.3 Absence for Maternity Reasons

A. A female employee may be absent from work for maternity reasons. The absence may be chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay. Provisions of the Family and Medical Leave Act may also be used for childbirth and care of the

newborn in accordance with Section 6.1 of this Article. The Agency must apply the same leave policies, regulations, and procedures as are applicable to requests for leave generally, since absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability.

B. A medical certificate from the employee's physician showing the expected date of delivery and delineating the period of incapacity both before and after delivery will be accepted as the basis for determining the period of absence. Upon submission of the employee's request and leave certificates, absence will be charged to a combination of sick leave, annual leave, or leave without pay, as appropriate.

Section 6.4 Absence for Paternity Reasons

A male employee may request annual leave, sick leave (in accordance with Section 1.0 of this Article, or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. Provisions of the Family and Medical Leave Act may also be used for care of the newborn in accordance with Section 6.1 of this Article. Approval of leave for this reason will be consistent with Government-wide rules and regulations.

Appendix 1

Examples of Sick Leave Situations	Type of Leave
<i>Applies to the employee and to provide care to a family member for:</i>	
Physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment.	Sick Leave & FMLA
Communicable disease that would jeopardize the health of others by the employee's presence on the job.	Sick Leave & FMLA
To make arrangements necessitated by the death of a family member or attend the funeral of a family member.	Sick Leave
Make arrangements or to attend a funeral for a family member.	Sick Leave
For adoption-related activities.	FMLA
For childbirth (Mother), i.e., incapacitation for delivery and recuperation.	Sick Leave & FMLA
Bone marrow / organ donation	Other Leave

Section 7.0 Leave without Pay

Section 7.1

Leave without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted to an employee in accordance with applicable laws, rules, and regulations. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. Requests for LWOP will be given serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the employee in writing.

Section 7.2

An employee may be granted leave without pay to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the AFL-CIO, upon written

request by the appropriate Union office. Such requests will be referred to the appropriate management official and will normally be approved. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. The amount of LWOP is based upon the type and duration of activity in which the employee is engaged.

Section 7.3 Approval of LWOP is mandatory for:

1. Military training or active duty for members of the Reserves or National Guard, who are not entitled to, or have exhausted their military leave (38 U.S.C. 4316(d));
2. Medical treatment for disabled veterans;
3. Employees exercising LWOP rights under the Family and Medical Leave Act; and
4. Employees to fulfill certain family obligations (up to 24 hours of LWOP each year).

Section 7.4

Upon return to duty after a period of LWOP, other than leave taken under the FMLA, the Agency, to the extent it has authority, will restore the employee to the position which the employee held prior to the leave.

Section 8.0 Leave for Bone Marrow and Organ Donation

- A. Employees may use up to seven (7) days of paid leave each year, in addition to annual and sick leave, to serve as a bone marrow donor.
- B. Employees may use up to 30 days of paid leave each year, in addition to annual and sick leave, to serve as an organ donor.

Section 9.0 Religious Observances

Time off for Religious Observance will be administered in accordance with Subpart J, 5 CFR 550.1001 and Article 14, Overtime, of this Agreement.

Section 10.0 Excused Absences (Administrative Leave)

Section 10.1

Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regularly assigned duties. Workload permitting, administrative leave may be granted to an employee in accordance with the following sections.

Section 10.2 Funeral Leave

Upon request, an employee will be granted up to three (3) work days of leave without loss of or reduction in pay to make arrangements for or attend the funeral or memorial service for an immediate relative who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone. The leave need not be consecutive, but the employee shall provide the supervisor justification for the requested non-consecutive days.

Section 10.3 Blood Donations

Employees who volunteer as blood donors, including pheresis donations, will be authorized up to four (4) hours excused absence, if the workload permits. In addition, employees who volunteer for bone marrow blood type testing will also be authorized up to four (4) hours excused absence. The leave must be taken on the day that blood is donated and is in addition to the time required to travel to and from the local blood center and to actually give blood. Donations are to be scheduled with the supervisor in advance.

Section 10.4 Court Leave

A. In accordance with law and regulations, an employee with a regular scheduled tour of duty is entitled to administrative leave/court leave for:

1. Jury duty (including time spent waiting to be called or selected, and related travel time) when required by any Federal, District of Columbia, state or local court, in any state, territory, or possession of the United States; or
2. Serving as a witness (including time spent waiting to testify, and related travel time) in an unofficial capacity on behalf of a state or local government or in an unofficial capacity on behalf of a private party when the other Party is the United States, District of Columbia, state or local government.

B. If an employee on court leave is excused from court with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Agency. Employees will request and receive approval prior to going on leave to the extent practicable, using procedures as set forth above.

C. Employees may keep any expense money received for mileage, parking, or required overnight stay, to the extent consistent with law.

D. The employee must furnish the supervisor with a copy of the summons / order.

E. If an employee is on annual leave when called for jury service, court leave should be substituted for the annual leave.

F. If an employee is called for jury duty and the employee's scheduled leave cannot be used because the jury duty is served late in the leave year, the employee's annual leave will be restored.

Section 10.5 Other Administrative Leave

Absence from duty for taking the Certified Public Accountant, bar, or any other professional examinations that are recognized in the Agency with a Special Act Award (e.g., Certificate in Information Systems Auditing, Certified Internal Auditor, Certified Management Accountant) will be authorized without loss of pay or charge to leave, as it has been determined that such professional qualifications are in the best interests of the Agency. Excused absence may be authorized for taking other types of professional examinations upon the determination by the Regional Director that such professional qualification is in the best interest of the Agency. Excused time will include time required to travel to and from the point of the examination and any other required personal attendance, but not to exceed 16 hours of travel time.

Section 10.6 Workplace Closings

A. Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, employees may be granted administrative leave for the duration of the closure. Such situations include but are not limited to such events as heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, severe pollution, massive power failure, terrorist attacks, labor disputes, major fires or serious interruptions to public transportation caused by incidents such as strikes of local transit employees or mass demonstrations.

B. If the emergency conditions described above prevent an employee from timely arrival at work, even though the workplace is not closed, the employee may be granted administrative leave for absence from work for a part or all of the employee's workday. Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and provide an estimated time of arrival at work. In addition, the Agency may request documentation that the employee made reasonable efforts to reach work, but was prevented from timely arrival by emergency conditions.

C. Determining whether to grant administrative leave and the duration of the leave, the Agency may consider the following factors, and may apply them to all employees within the area affected by the emergency:

1. The fact that the employee lives beyond the normal commuting area;
2. The mode of transportation normally used by the employee;
3. Efforts by the employee to come to work;
4. The success of other employees similarly situated;

5. Any physical disability of the employee;
6. Any local travel restrictions; and/or
7. Communications from a Federal Executive Board and other local federal agencies.

D. When an emergency condition forces the closure of a workplace and employees thereof are granted administrative leave as a result, employees working at home on a previously approved Telework arrangement, at the time of a partial closure, will continue to telework, unless the inclement weather adversely affected the telework site, (e.g., a power outage for the duration of the duty time). In that case the employee on a telework schedule should be provided the same amount of administrative leave as employees in the office. A telework employee claiming administrative leave under this provision is responsible for providing appropriate documentation in support of that claim.

E. If the President, the Office of Personnel Management, or other appropriate authority declares a natural disaster area, employees who are faced with a personal emergency caused by that natural disaster may be eligible for a reasonable amount of administrative leave, based on the facts and circumstances of the personal emergency. An employee requesting administrative leave under this Section may be required to provide an explanation and / or documentation in support of his/her claim.

F. Consistent with Article 17, Telework, of this Agreement, employees, with prior supervisory approval may choose to telework on days when inclement weather is forecasted and the DCAA office is open for business.

G. Workdays on which offices are closed for the entire duty day are non-workdays for leave purposes. Employees scheduled to work, including those employees that have been scheduled to telework on these days, will be excused without charge to leave or loss of pay. Employees on previously authorized leave will not be charged for those days. Based on Comptroller General decisions, the Office of Personnel Management has determined that “use-or-lose” annual leave which is forfeited as a result of an office closure cannot be restored.

H. When there is an announced delayed opening, employees who are scheduled to be in a duty status at their PDS or alternate site affected by the closure at the time of the delay will be excused from duty without charge to leave for the period of the closure. Employees on previously authorized leave will be charged for such leave. Employees working at home on a previously approved Telework arrangement will be expected to work their approved schedule.

I. Excused absences due to full/partial closures for emergency situations are limited to the number of regular hours scheduled for work on any given workday. When an employee is scheduled to work credit hours, compensatory time, and/or overtime on days where there is either a delayed opening or early dismissal, only those hours worked while the office is officially opened for business or allowed to work in accordance with Article 13, Hours of Work and Flexible Work Schedules, of this Agreement, will be credited to the time and attendance system.

J. A decision to close an office for the day or to delay its opening will be communicated to employees via voice mail, or the office's answering machine, or the office's telephone cascade plan or a toll free telephone number. Every effort will be made to have the announcement made by 0600.

Section 10.7 Voting and Voter Registration

An employee will not be denied the opportunity to vote. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, employees may be granted an amount of excused leave to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. In those instances of unusual circumstances, an employee may be excused from duty for up to one duty day to allow the employee to vote. An employee may be excused to register to vote on the same basis as for voting.

Section 10.8 Other Circumstances

The Parties agree that the above reasons for granting administrative leave are not all inclusive and that there may be other situations supporting a request for the granting of such leave. Such requests shall be considered based on the reasons presented at the time; the Agency may require documentation as appropriate to support the reason(s) for and/or the duration of such administrative leave request(s).

Section 11.0 Military Leave

A. As provided in 5 U.S.C. 6323(a), eligible employees may earn fifteen (15) calendar days of military leave per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of fifteen (15) days into the next fiscal year.

B. Military leave shall be granted without any loss of pay. Military leave shall be credited to a full time employee on the basis of an eight (8) hour workday. The minimum charge to leave is one (1) hour as required by law. An employee may be charged military leave only for hours that the employee would otherwise have worked and received pay. Employees who request military leave for inactive duty training (which is generally two (2), four (4), or six (6) hours in length) will be charged only the amount of military leave necessary to cover the period of training and necessary travel. Members of the Reserves and National Guard will not be charged military leave for non-workdays and holidays that occur within the period of military service.

C. Inactive Duty Training (IDT) is authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve component. It consists of regularly scheduled unit training periods, additional training periods and equivalent training.

D. Emergency Military Leave, as authorized by 5 U.S.C. 6323(b), provides twenty-two (22) workdays per calendar year for emergency military duty for employees who perform military

duties in support of civil authorities in the protection of life and property, when ordered by the President or a state Governor.

E. Members of the National Guard of the District of Columbia may be authorized unlimited military leave under 5 U.S.C. 6323(c), for certain types of duty ordered or authorized under Title 39 of the District of Columbia Code.

F. Reserve and National Guard Technicians may be authorized up to forty-four (44) workdays of military leave for duties overseas under certain conditions, as provided by 5 U.S.C. 6323(d).

G. Employees requesting approval of military leave as set forth herein shall provide a copy of the orders directing the employee to active duty and/or a copy of the certificate on completion of such duty.

H. The Agency will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301, et al, which applies to persons who perform duty, voluntarily or involuntarily, in the uniformed services, including the Army, Air Force, Navy, Marine Corps, Coast Guard, and Public Health Service Commissioned Corps, as well as the reserve components of each of these services. Uniformed service may include active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

I. Service members returning from a period of service in the uniformed services must be reemployed by the "pre-service" employer if they meet all five (5) eligibility criteria as set forth in USERRA:

1. The person must have held a civilian job;
2. The person must have given notice to the Agency that he/she was leaving the job for service in the uniformed services unless giving notice is precluded by military necessity or otherwise impossible or unreasonable;
3. The period of service must not have exceeded five (5) years;
4. The person must not have been released from service under dishonorable or other punitive conditions; and
5. The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

Section 12.0 Absence without Leave (AWOL)

When the Agency determines that it will charge an employee AWOL, it will notify the employee by email of the intention to do so. The notification will be issued to the employee as soon as

possible but no later than the end of the pay period for which the AWOL is recorded. Such notice will include the reason for charging AWOL and include the date and time period in question. AWOL will be changed to appropriate leave if it is later determined that the absence was excusable.

ARTICLE 16

PART-TIME EMPLOYMENT

Section 1.0 Purpose and Scope

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

Section 2.0 Policy

A. These procedures are applicable to part-time employees. Approvals of requests for part-time work schedules are subject to applicable Government-wide regulations, law and mission/workload requirements. Work schedule changes are not a specific employee entitlement and management has the right to approve or disapprove requests for changes from full-time to part-time or from part-time to full-time.

B. When more than one employee applies for a part-time work schedule either temporary or permanent, within a permanent duty station (PDS) at the same time and management cannot accommodate all of the requests, then the employee(s) with the most seniority, as determined by service computation date will be selected.

C. The Agency may bypass the above seniority requirements for certain situations such as:

1. Medical emergency;
2. Handicap conditions; or
3. Reasonable accommodations.

D. The tour of duty of a part-time employee may be changed to meet workload requirements, such as audit work, details, attendance at training, etc., but this should normally not exceed two (2) consecutive pay periods. Part-time employees whose schedule is being changed will be notified at least one pay period in advance.

E. No position occupied by a full-time permanent employee will be abolished in order to make the duties of the position available to be performed on a part-time career employment basis. This does not preclude permitting a full-time employee to voluntarily change to a part-time schedule.

F. Full-time permanent employees may not be required to accept a part-time position as a condition of continued employment. This does not preclude offering a part-time vacancy to a full-time employee in lieu of separation during a reduction-in-force.

G. A conversion to a part-time schedule is a management decision based on mission and workload considerations at the time. Likewise, conversion of a career part-time employee to a

requested full-time status is not automatic and shall be a management decision based upon position authorization and location of position, among other mission factors at that time.

H. Management will first consider a career part-time employee's request to a full-time permanent position prior to hiring a new employee for that position.

I. Career part-time and temporary part-time employees will be subject to temporary assignments, like career full-time employees, where management deems a part-time need exists to support workload requirements.

Section 3.0 Definitions

A. Temporary Part-Time Work Schedule

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

B. Permanent Part-Time Schedule

1. A permanent part-time work schedule is a part-time work schedule with no time limitation.
2. An employee on a permanent part-time work schedule will be placed in a competitive level separate from full-time employees for reduction-in-force purposes.

Section 4.0 Responsibilities and Procedures

Section 4.1 Employee

A. Employees requesting a change in work schedule from full-time to part-time will submit a written request through the supervisor to the authorizing official. This request will include:

1. The reason for the change in work schedule. (Documentation may be requested if for medical reasons.)
2. The identification of the part-time work schedule requested as either or temporary or permanent.
3. The identification of the hours and days to be worked each week. Hours worked by part-time employees shall be no less than 16 hours nor greater than 32 hours per week.
4. If the request is for temporary part-time, then identify the time period when the temporary part-time will end.

B. Employees on a part-time work schedule who want to change the hours worked will submit a request in writing through the supervisor to the authorizing official/FAO Manager.

C. At any time before the completion of the temporary period, the employee may submit a request for approval of a permanent part-time work schedule. At the completion of the temporary period, not-to-exceed a six (6) month period, the employee must choose to either return to a full-time work schedule or submit a request for approval of a permanent part-time work schedule.

Section 4.2 FAO Manager

A. The FAO manager will review the request for a change in work schedule to ensure that the request is complete and contains all of the above information.

B. A written response will be provided to the employee normally within thirty (30) days. Decisions on requests involving urgent matters will be expedited. If the request is approved, the FAO manager will submit a Request for Personnel Action, SF 52, along with the employee's written request.

C. Upon return from temporary part-time to full-time status, the FAO manager will submit a Request for Personnel Action, SF 52, to RCP for processing.

D. FAO managers will ensure that employees are notified when workload requires an adjustment to the employee's hours/schedule. This notification will be submitted in writing in advance of the effective pay period in which the change will occur.

E. A Request for Personnel Action, SF 52, will be submitted to RCP if a change in hours worked or work schedule occurs and it exceeds or is expected to exceed 2 pay periods.

F. Ensure that program participants certify receipt of a current copy of Appendix A to Chapter 14 of DCAA's Personnel Management Manual upon entry to a part-time position or a change in part-time schedule.

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

Section 5.1 Tenure

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

Section 5.2 Earnings

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

Section 5.3 Crediting Experience for Promotion

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

Section 5.4 Leave

A. Employees earn annual and sick leave on a prorated basis depending on the number of hours worked per pay period. Employees with less than 3 years of service earn 1 hour of annual leave for each 20 hours in a pay status. With 3 but less than 15 years of service, employees earn 1 hour of annual leave for each 13 hours in a pay status, and with 15 or more years of service annual leave is earned at the rate of 1 hour for each 10 hours in a pay status. Maximum carry-over at the end of a leave year remains the same.

B. Regardless of length of service, all part-time employees earn 1 hour of sick leave for every 20 hours in pay status.

C. Part-time employees are eligible for other types of leave, (e.g., absence without leave, leave without pay, court leave, excused absence, etc.), on the same basis as full-time employees.

D. Eligible part-time employees accrue military leave prorated on the basis of their tour of duty.

E. For all categories of leave to which part-time employees are eligible, leave is charged only for absences during those hours the employee is scheduled to work.

Section 5.5 Holidays

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

Section 5.6 Health Insurance Coverage

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

Section 5.7 Retirement Date Eligibility

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

Section 5.8 Retirement Annuity

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

B. For employees covered by the Federal Employees' Retirement System (FERS), annuity computations for employees with part-time service after December 31, 1986 are based on the highest average annual basic pay payable during any 3 consecutive years prorated according to the part-time schedule.

Section 5.9 Returning to Full-Time Duty

A. Part-time employees will need to submit a request if they desire to return to full-time status.

B. Temporary Part-Time: Employees on "temporary" part-time work schedule, may return to full-time employment at any time prior to the not to exceed date.

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

Section 5.10 Temporary Change to Other Than Part-Time Schedule

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

Section 5.11 Flexible Work Schedule

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

Section 5.12 Continuing Professional Education Requirement

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

Section 5.13 Earning of Credit Hours

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

Section 5.14 Effect of Part-Time Positions During A RIF

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

ARTICLE 17

TELEWORK

Section 1.0 Purpose

A. Telework is an effective strategy for mission accomplishment, and recruiting and retaining valued talent. Telework also benefits the environment by reducing traffic congestion and decreasing energy consumption and pollution. Telework enhances the Agency's efforts to employ and accommodate people with disabilities, create cost savings by decreasing the need for office space and parking facilities, and reduces transportation costs, including transit subsidies.

B. Telework is a voluntary, flexible work arrangement where an employee performs assigned official duties during any part of regular, credit, compensatory, or overtime hours at an approved alternate duty station (ADS) on a routine or situational basis. The employee will not work in excess of the prescheduled tour of duty (e.g., overtime, compensatory, or credit hours) unless he/she receives supervisory approval. Participation in the Telework Program is voluntary for all employees. Although use of telework is encouraged, employees cannot be ordered to telework unless the employee's duties are designated as mission critical and the employee is required to report to an ADS.

C. Telework is not an employee's right, but rather a privilege. Additionally, telework is not a substitute for being at the contractor location. The number of days that an employee may telework each pay period is not limited. Supervisors should allow maximum flexibility for employees to telework to the extent that there is portable work that can be done at an ADS, mission accomplishment is not compromised and sufficient staff coverage is maintained.

D. Employees may work part of the day at the approved ADS (which is a place away from the permanent duty station) and part of the day at the permanent duty station to accommodate personal commitments (e.g., to attend medical appointments located near the employee's ADS; when maintenance/repairs are being performed at their house, etc.). Premium pay provisions, overtime, and/or credit hours that apply at the permanent duty station also apply to the ADS.

E. Telework cannot be used as a substitute for dependent or elderly care.

F. Employees may work their approved alternate work schedule while on telework.

Section 2.0 Changes to Telework

The Union reserves the right to negotiate, to the fullest extent allowed by law, any change not specifically included in this Article. Employees will follow this Article until such time that management and the Union enter into an agreement on the change.

Section 3.0 Eligibility

All employees will be considered eligible to participate in routine or situational telework if the employee maintains the required performance level for all critical elements in their performance standards. The Agency's established criteria and the following would preclude an employee from teleworking:

1. The employee has been officially disciplined for being absent without permission for more than five days in any calendar year; or
2. The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or

exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

Section 3.1

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

Section 4.0 Telework Procedures

Section 4.1 Request to Telework

A. All employees who wish to telework, including current teleworkers, are required to enroll in the Telework Program by completing the DD Form 2946, Telework Agreement. A completed Telework Agreement signed by the employee and the supervisor authorizes the employee to work situational and / or routine telework. This agreement is valid for two years and will be maintained in the supervisory file.

B. For routine or situational telework, employees are required to use the DWAP to request telework day(s). Telework is requested as follows:

1. An automatic email will be sent to the supervisor regarding the employee's request for telework. The supervisor will either approve or disapprove the request.
2. When approved by the supervisor, the employee will receive an automatic email from the supervisor approving the telework request. The PAL in DWAP will be automatically updated with the information provided by the employee.
3. If disapproved by the supervisor, the employee will receive an automatic email from the supervisor disapproving the telework request; including the reason(s) for the denial. PAL will not be updated.
4. Auditors are required to enter the appropriate assignment number in the DWAP Telework Request Form under "Specific Work to be Accomplished". Other bargaining unit employees should summarize the specific portable work to be accomplished.

Section 4.2 Telework Time and Attendance Codes

When recording their telework status, employees should use the following time and attendance codes:

1. TW (Routine Telework): Employees will perform work at an ADS on a regular and recurring basis; on an approved day or day(s) during a bi-weekly pay period.
2. TS (Situational Telework): Situational telework that is approved on a case-by-case basis, where the hours to be worked are not part of a previously approved routine telework schedule which may include telework as a result of inclement weather, medical appointment, special work assignments, or to accommodate special circumstances, etc. Telework is also considered situational even though it may occur continuously for a specific period and is also referred to as episodic, intermittent, unscheduled, or ad hoc.
3. TM (Medical Telework): Medical telework is for an employee with a temporary medical situation(s), such as when an employee is recovering from an injury or medical condition that prevents the employee from commuting to work.

Section 4.3 Communication

A. Employees who are teleworking will discuss with their supervisor the office procedures for reporting to duty, for measuring and reviewing work, time and attendance, procedures for maintaining office communications, safety, technology, equipment requirements and performance expectations.

B. Employees are required to monitor their emails and voicemails during the day when they are teleworking. While working at ADS, employees must be reachable via telephone and email during their scheduled telework hours. Employees may forward, if available, their calls from their permanent duty station telephone to their home or cell phone so that they may be reached by telephone.

C. The information on the Telework Agreement is classified as Personally Identifiable Information (PII) and will only be released by management in accordance with Government-wide rule and regulation. However, voluntary release of this information may be authorized by the employee as documented in the "Component Specific Terms and Conditions" block on the Telework Agreement.

Section 4.4 Altering the Telework Schedule

A. An employee who has a routine telework schedule (as noted in block 11 of the Telework Agreement) that identifies specific day(s) on which the employee should telework (e.g., Tuesday) will not be constrained to adhere to that planned telework day (Tuesday) if the employee requires an adjustment to that planned telework day. The employee must get supervisory approval to change the planned routine telework day(s) prior to the change.

B. Employees who are on a routine telework schedule and desire to work an additional telework day(s) should schedule those additional day(s) as situational telework with supervisory approval. However, the employee's Telework Agreement must be approved for situational telework.

Section 4.5 Revised Telework Agreement

A. If there are any changes to the employee's current Telework Agreement as a result of a change in supervision, then the supervisor will discuss with the employee the rationale for these changes. If the employee agrees with these changes, then the employee will complete a new Telework Agreement. If the employee disagrees with the recommended changes, the employee may file a grievance in accordance with Section 16.0 of this Article.

B. If an employee is assigned to a new supervisor and the employee's current Telework Agreement has been approved for telework, the employee should submit a new Telework Agreement.

Section 5.0 Training

All employees must complete the Agency's telework training before they can telework for the first time. Refresher training must be completed annually.

Section 6.0 Call Back

Section 6.1

Employees may be required to report to their permanent duty station based on operational requirements. Employees will be provided reasonable advance notice and will report as soon as possible.

Section 7.0 Termination/Suspension of Telework

Section 7.1

A. The employee may end participation in the Telework Program at any time without an explanation by documenting the withdrawal in writing. This notice will be attached to the employee's Telework Agreement.

B. The supervisor may terminate the telework arrangement with advance notice to the employee. The basis of the cancellation will be recorded in Section IV (Notice of Telework Arrangement Cancellation) of the Telework Agreement. The Telework Agreement will be maintained in the supervisory file in accordance with records management laws, rules, and regulations.

Section 7.2

Managers will make an effort to counsel employees about specific problems before cancelling an employee's participation in the Telework Program. The counseling will be confirmed in writing. A copy will be provided to the employee.

Section 7.3

If the employee's participation has been suspended because of mission-related reasons, the employee may be allowed to participate in the Telework Program when the mission-related requirement(s) has changed or ended.

Section 7.4

When a decision is made to terminate/suspend an employee from the Telework Program because of performance or conduct issues, the employee will be advised in writing (e-mail is acceptable). This notice will indicate the reason(s) for the termination/suspension. Unless otherwise indicated, the employee may reapply for participation in the Telework Program 90 days after the basis for the termination/suspension has been corrected.

Section 8.0 Problems Affecting Work Performance

Employees will promptly inform supervisors whenever any problems arise at the ADS that adversely affect their ability to perform work. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc. In such cases, the employee may request leave or report to the permanent duty station. If an employee is unable to continue to work that day at the ADS, and it is impractical for the employee to report to the permanent duty station before the end of the work day, the employee may be granted administrative leave. However, the employee may telework if he/she has work that lends itself to completion without internet connectivity. Communication with the supervisor is required.

Section 9.0 Hours of Work and Leave

Employees performing work at the ADS are subject to the same workday requirements as they would be if they were performing work at the permanent duty station. Employees will continue to be covered by all provisions of Article 13, Hours of Work and Flexible Work Schedules, Article 15, Leave, and Article 14, Overtime, of this Agreement.

Section 10.0 Travel Reimbursement

Reimbursement for official travel while on telework shall be governed by the requirements as set forth in Article 23, Travel, of this Agreement and the Joint Travel Regulations.

Section 11.0 Office Closings/Late Openings/Early Dismissals

Section 11.1 Inclement Weather/Emergency Situations

Office closings, late openings or early dismissals related to inclement weather or emergency situations shall be governed by the requirements in Article 15, Leave, of this Agreement.

Section 11.2 Holidays

If employees at the permanent duty station are granted administrative leave for early dismissal for a holiday (e.g., Thanksgiving, Christmas, New Year's Eve), employees working at an ADS are considered on duty and will also be dismissed early and granted administrative leave.

Section 12.0 Additional

Employees participating in the Telework Program will be required to:

1. Utilize any government owned/leased equipment for official purposes only; and
2. Safeguard government owned/leased equipment as currently required at their permanent duty station.
3. Employees on telework will continue to be bound by Agency standards of conduct while working at the ADS.

Section 13.0 Equipment and Support

Section 13.1

Telework employees will access the Agency's network using their Government computer via VPN through their personal high speed internet service. Remote access to the Agency's network from a home (personal) computer is prohibited.

Section 13.2

If available, other supporting devices and technology may be provided by the Agency such as:

1. Call forwarding with remote access capability;
2. Government-issued telephone credit cards;
3. Wireless cards; and
4. Access to 1-800 lines.

Section 13.3

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

Section 14.0 Staff Coverage

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

Section 15.0 Disputes

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

Section 16.0 Classified Information

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

Section 17.0 Insurance

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

Section 18.0 Performance Management

A. Teleworkers and non-teleworkers shall be treated the same for the purpose of work requirements, periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing-in-grade, retaining and removal, etc.

B. Performance standards for employees who telework are the same as performance standards for those employees who do not telework.

Section 19.0 Supervisory Visit to the ADS

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

ARTICLE 18

MERIT AND CAREER LADDER PROMOTION

Section 1.0

The purpose and intent of this Article are to ensure that merit and career ladder promotion principles are applied in a consistent manner.

This Article establishes procedures, in addition to Agency policy, for merit promotions to positions for which bargaining unit employees are eligible to apply.

Section 2.0 Definitions

A. Merit Promotion: The system of appointing and promoting civil service personnel on the basis of merit rather than political affiliation or loyalty.

B. Qualified and eligible: An employee's overall performance has been rated at the fully successful or higher level (or equivalent rating), after completing time in grade requirements, if applicable.

Merit Promotion:

Section 3.0 Vacancy Announcements

Section 3.1

Employees shall have access to applicable electronic job opportunity announcements issued by the Agency that impact bargaining-unit members.

Section 3.2

The Agency may not use a written test in vacancy announcements or promotions, unless the test and testing procedures comply with OPM guidelines on how, when and by whom written tests may be used.

Section 3.3

All vacancy job announcements will be listed through USAJOBS. An employee on extended absence that does not have his/her computer with him/her may call his/her supervisor periodically for information on the electronic job listings.

Section 3.4

Vacancy announcements will normally be posted for at least thirty (30) calendar days. The selecting official must provide a written justification for advertising less than 30 days, which must be maintained.

Section 3.5 Amending Vacancy Announcements

If a vacancy announcement has been posted and is later found to contain an error, then the announcement will be amended. The amendment should cite the change(s) and indicate whether or not the original applicants need to re-apply in order to be considered. Posting time and distribution shall be the same as the original vacancy announcement.

Section 3.6 Cancellation

Notice of cancellation of vacancy announcements will be posted in the same manner as the original posting of the announcements.

Section 4.0

Appropriate accrediting plans will be developed and administered in accordance with merit principles.

Section 5.0

An employee or his/her designated representative has the right under the Privacy Act of 1974, 5 USC 552a as amended, to request copies of merit promotion files of positions for which the employee has applied. These copies will be sanitized. The Union may request data under Section 7114 (b)(4) of 5 USC for representation reasons.

Section 6.0 Actions Covered By Merit Promotion Procedures

In accordance with 5 CFR 335.103, competitive procedures will apply to the following personnel actions:

1. Competitive Promotions, except Section 8.0 of this Article and non-competitive/career ladder promotion.
2. Temporary promotions for a cumulative total of more than 120 calendar days within a 12 month period.
3. Details over 120 calendar days to higher-graded positions or to positions with known promotion potential greater than the employee's present position.
4. Reassignment or demotion to a position with greater promotion potential than the position last held; except for actions permitted by reduction-in-force regulations.
5. Transfer to a higher-grade position never previously held.
6. Reinstatement to a permanent or temporary position at a higher grade level than previously held in a permanent position in the competitive service.

Section 7.0 Temporary Promotions

Section 7.1

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

Section 7.2

Details to higher grades will not be interrupted for the purpose of avoiding temporary promotions.

Section 8.0 Priority Consideration and Placement

Section 8.1

A. A priority consideration is the consideration for non-competitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of a procedural, regulatory or program violation. Normally, employees will receive

priority consideration for each instance of improper consideration. Priority consideration does not give the employee a right or guarantee to be selected for any vacancy.

B. If selected on the basis of priority consideration, the employee is promoted or reassigned noncompetitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the priority consideration.

C. The selecting official must justify in writing any non-selection under this Section. The employee will be given 7 calendar days to rebut the reasons for non-selection and will receive a written response to the rebuttal. During this rebuttal period, the vacancy will remain open.

D. The employee will not be considered in competition with other candidates and will not be compared with them.

Section 8.2 Mandatory Placement Actions

If an employee in any of the categories below is available and qualified when a vacancy occurs, that employee must be given appropriate placement entitlement:

1. Persons with statutory, regulatory, or administrative reemployment or restoration rights. These include employees returning from military service, employees returning from overseas assignments under the terms of a return rights agreement or persons whose names appear on a Reemployment Priority List;
2. Placement actions required in connection with Reduction in Force (RIF);
3. Placement, reassignment or promotion that is directed by the OPM, the MSPB or other authority to effect a corrective action resulting from an appeal, grievance, EEO complaint decision or to correct a violation of law or regulation;
4. Placement of employees entitled to mandatory placement under provisions of the DoD Priority Placement Program, or
5. Placement of qualified recovered disability annuitants and former employees receiving workers compensation.

Section 8.3

Employees entitled to priority consideration will be notified when they are considered for placement. The selecting official must justify in writing any non-selection under this Section.

Section 8.4 Involuntarily Demoted Employees

Employees who are involuntarily demoted in the Agency without personal cause or who are in grade retention status are entitled to consideration for re-promotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. Re-promotion eligible employees are entitled to priority consideration for two (2) years from the effective date of the employee's downgrade unless they are re-promoted to their former grade or decline a position of equal grade, whichever occurs first. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

Section 9.0 Basic Qualifications Determinations

Section 9.1

To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and the assessment criteria identified as essential for successful performance within thirty (30) days after the closing date of the announcement. Ineligible applicants shall be notified of the determination of ineligibility prior to submission of the referral list to the selecting official.

Section 9.2

Assessment criteria used to evaluate candidates must be fair, job-related, and applied equitably. Assessment criteria may not be modified after the promotion process is underway. If the assessment criteria must be modified, the promotion process will be cancelled and applicants notified.

Section 9.3

A job analysis may include the assessment criteria and other characteristics required to identify the best-qualified candidates for the position to be filled. Job analysis requirements shall conform to the Uniform Guidelines on Employee Selection Procedures at 29 CFR 1607 and 5 CFR 300, Subpart A.

Section 9.4

Candidates competing for promotion shall be rated against the required competencies. Candidates will be identified as either “best-qualified” or “qualified” based on the scores received in the evaluation process and referred to the selecting official.

Section 10.0 Selection Procedures

Section 10.1 Interviewing

When the Selecting Official chooses not to interview all applicants, the reasons for not interviewing will be documented. Such reasons will be specific and will be made available to the Local Union and/or referred candidates upon request.

Section 10.2 Selection

A. The selecting official has the right to select or not select any candidates referred. The selection shall be based solely on job-related criteria.

B. When requested by the Union, a written rationale of the selection(s) or decision not to fill the vacancy will be provided.

Section 10.3

A selecting official will normally render a decision within one (1) pay period of receipt of the referral list or completion of all interviews; whichever is later. When a selection has been made, the HR Office will notify the selectee of the selection.

Section 10.4 Release and Notification of Applicants

Normally, for promotions, an employee will be released no later than one (1) complete pay period following the selection. Normally, for reassignments, when local workforce and program conditions permit, an employee will be released no later than two (2) complete pay

periods following the selection. When an employee is nearing the end of a waiting period for a within-grade increase, consideration should be given when releasing the employee so such promotion would benefit the employee.

Section 11.0 Employee Information

Section 11.1 General

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

1. Whether the employee met minimum requirements;
2. Whether the employee was referred to the selecting official;
3. Whether or not the employee was on the referral list;
4. The name of the employee selected for the vacancy;
5. Reason employee was not selected;
6. Whether the vacancy announcement was cancelled and why; and
7. Which areas, if any, the employee can improve to increase his/her chances for future selection to the position in question.

Section 11.2 Information Regarding a Selection

The designated Human Resources Specialist will provide to the Union any requested information in this Section in a reasonable period of time. Only HR may transmit information concerning a selection to any applicant or authorized person.

Non-Competitive/Career Ladder Promotion:

Section 12.0

All employees being considered for promotion must meet applicable time-in-grade requirements.

Section 13.0

Section 13.1

The Agency and the Union have teamed together to provide a process for timely promotions for employees in career ladder positions.

Section 13.2 Opportunity for Promotion

Supervisors should ensure that each employee has sufficient training and the opportunity to perform the typical assignments associated with the next career ladder position. All qualified and eligible employees shall have an opportunity to demonstrate their qualifications for promotion to the full employee performance level.

Section 13.3 Career Promotions

A. Employees are not entitled to an automatic career promotion at any given point. An assessment should be made of the individual's progression at each grade level until the

employee reaches the full employee performance level. This assessment should be discussed with the employee periodically, and in conjunction with the annual performance appraisal.

B. The mid-year progress review and the annual performance appraisal discussion should also include comments on the promotion readiness of the employee with examples of specific short-falls or suggested improvements as appropriate. Employees are encouraged to meet with their supervisors at any time to discuss the status of their career progression.

C. Promotions of employees to the full employee performance level are only made when an employee has demonstrated the ability to perform full employee performance level assignments in a “fully successful” manner. Supervisors should periodically discuss the employee’s rate of progress for advancement to the next grade level and ensure that the employee understands the difference between the current and subsequent grade’s performance requirements especially with regard to the nature and extent of supervision received. Work should be assigned fairly and equitably.

D. The employee will be provided with a written notice at least 60 days prior to the earliest date of promotion eligibility, if an employee is not meeting the criteria for promotion. The written notice will state what the employee needs to do to meet the promotion plan criteria. The notice should include areas needing improvement, counseling, and training. To the fullest extent practicable, the employee will be given the opportunity to perform at the full employee performance level.

E. At the time the employee becomes eligible for promotion, the Agency will decide whether or not to promote the employee. Such promotion will be effective at the beginning of the first pay period after the promotion is approved.

F. In the event that the employee met the promotion criteria, but the appropriate management official failed to initiate the promotion timely, the promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.

G. Where an employee accepts a lateral reassignment or downgrade in order to join the Agency, promotion may occur at any time the employee is eligible and the Agency believes the employee is capable of performing full employee performance level assignments.

Section 13.4 Assignment of Work

The Agency recognizes the benefit to assign work to each eligible employee so that each employee’s non-competitive career ladder promotion can occur as quickly as possible while complying with time-in-grade requirements.

Section 13.5 Delayed Promotions

A. The Agency will track employee promotion eligibility dates to ensure timely promotions of eligible candidates. The Agency will take prompt management action to address the cause of the delay.

B. The Agency will provide to the President, AFGE Council 162, a report regarding bargaining unit employees who were delayed for non-competitive promotions.

C. If an employee has completed time-in-grade and qualifications requirements, and the supervisor has not initiated a promotion action, the employee may request a determination. The supervisor will inform the employee within 1 pay-period of the action the supervisor intends to take.

D. The Agency will authorize official time for employees to contact the Union if the employee believes the promotion was delayed.

Section 14.0 Compensation

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

Section 15.0 Promotion Records for Bargaining Unit Positions

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

Section 16.0 Information on Promotion Actions

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

ARTICLE 19

REDUCTION IN FORCE, FURLOUGH, REORGANIZATION AND TRANSFER OF FUNCTION

Section 1.0 General

Section 1.1

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

Section 1.2

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

Section 1.3

No changes to conditions of employment will be implemented in the collective bargaining unit except as agreed to by the parties to the Collective Bargaining Agreement.

Section 2.0 Reduction-In-Force Information to Be Provided to the Union

Section 2.1

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

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

Section 2.2

The Union will be provided an opportunity to review the retention registers (including name, pay plan, series, grade, title, subgroup and adjusted RIF service computation date) at the time the RIF notices are issued. The Union will also receive any updates to the retention registers when revisions are made as a result of placements and revised dates, and listings of job offers made and declined.

ARTICLE 20

INVOLUNTARY DOWNGRADES

Section 1.0

Section 1.1

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

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

Section 1.2

Employees who are downgraded as a result of a classification action shall be given priority consideration for re-promotion, and may be eligible for retained grade or pay in accordance with Article 18, Merit and Career Ladder Promotion, of this Agreement.

Section 1.3

The impact of an involuntary downgrade of employees on standard position descriptions will be negotiated with the Union, in accordance with Article 49, Mid-Term Negotiations, of this Agreement.

ARTICLE 21

DETAILS, REASSIGNMENTS, VOLUNTARY CHANGES, TEMPORARY PROMOTIONS, ROTATIONS AND SHORT-TERM TEMPORARY DUTY

Section 1.0 Selection Process of Employees for Details and Reassignments

- A. The Agency will solicit volunteers before making a detail or reassignment selection. If there are a sufficient number of qualified volunteers, the Agency will select the most senior qualified employee(s) who volunteered. Should a volunteer not be selected, management will provide the reason for the non-selection to the Local Union President.
- B. Should a volunteer not be selected or if an insufficient number of candidates apply, the Agency will use inverse seniority to select from among qualified employees within the area of solicitation.
- C. The Agency will determine the area of solicitation. Postings will be done electronically or by bulletin board posting, whichever is available to employees in the area of solicitation.
- D. Based on mission requirements, postings will normally be for 14 calendar days to allow all eligible employees the opportunity to volunteer.
- E. Seniority will be determined by the SCD.
- F. In rare circumstances there may be a need to assign an employee based on an employee's particular knowledge or skill in lieu of selecting an employee based on seniority. Management will notify the Local Union President in advance of assigning the employee.
- G. Based on mission requirements, an employee will normally be given written notification at least ten (10) workdays in advance of the start of the detail or reassignment.
- H. Based on mission requirements, the Union will normally be given advance written notice, at least ten (10) workdays before detailing or reassigning a Union Officer, Official, or Steward, other than a detail or reassignment at that employee's request, provided that the Agency has advance notice of the need for a detail. Whether requested or not, details will be in accordance with Sections 2.3 and 2.4 of this Article.
- I. The employer will provide to the Local Union President documentation on the selection process (e.g., Service Comp Date list, the list of volunteers, etc.), if requested.

Section 2.0 Details

Section 2.1 Definition

Detail is the temporary assignment of an employee for a specified period, with the employee returning to his regular duties at the end of the detail. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of the position from which he is detailed.

Section 2.2 Documentation

- A. Employees shall be recognized for the work they perform. Therefore, details in excess of thirty (30) days will be recorded on a Request for Personnel Action (Standard Form 52). The SF 52 will include information as to the duties to be performed, the name and location of the activity to which detailed, and the duration of the detail.

B. The following details are not recorded in the official personnel records:

1. Details for 30 days or less to a higher graded position or a position with greater known promotion potential.
2. Details for 120 days or less to a position at the same or lower grade level.
3. Details to a position which is identical to the employee's current position, or which is the same grade level, series, and has the same basic duties as the employee's current position.

A. Details to a higher-graded position or a position with greater known promotion potential for more than 30 days, and all details for more than a total of 120 days (including extensions), will be recorded on a Request for Personnel Action (Standard Form 52).

Section 2.3 Higher Graded Duties

Details to a higher graded position or to a position with greater known promotion potential, may be made without applying competitive merit promotion procedures for a period not to exceed 120 days. If such detail exceeds 120 days, competitive procedures will be accomplished in accordance with the procedures contained in Article 18, Merit and Career Ladder Promotion, of this Agreement.

Section 2.4 Lower Graded Duties

Performance of lower graded duties officially assigned by the Agency which are outside an employee's position shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Such performance of lower graded duties shall not be the basis for a lowered assessment or appraisal of the employee, nor will it adversely affect the employee's ability to bid for and be considered for any job for which the employee would have been eligible had the employee not been detailed to those duties.

Section 2.5 Appropriate Use of Detail

Details shall be used to meet temporary needs of the Agency's work program. Details will not be used to reward or punish employees.

Section 2.6

The following will apply when filling non-competitive details in excess of 30 to 120 calendar days:

1. The Agency will determine the qualifications of the position of detail.
2. Based on mission requirements, to the maximum extent practical, a non-volunteer employee will be detailed only once during any 12 month period.

Section 3.0 Reassignments

Section 3.1 Definition

Reassignment means a change from one position to another, a change in grade or a break in service, while the employee is serving continuously within the same Agency. Because they are permanent, all reassignments will be documented in the employee's OPF.

Section 3.2

When an employee is reassigned to a different position, the employee will be given time to learn the duties and responsibilities of the position.

Section 4.0 Voluntary Changes

Employees may voluntarily request changes in their work assignments at any time. All such requests are subject to management's right to assign employees work, and to determine the personnel by which Agency operations shall be conducted. Such requests will be considered by the Agency and a good faith effort will be made to balance the needs of the employee with the Agency's program needs. The Agency will select the most senior qualified employee based by SCD.

Section 5.0 Relocation Expenses

Employees affected by a change in duty station shall be entitled to relocation expenses in accordance with applicable laws, rules, regulations, and this Agreement.

Section 6.0 Temporary Promotions

Competitive promotion procedures must be used when a temporary promotion will exceed 120 days. When a temporary promotion is made as an exception to competitive procedures, any extension beyond 120 days must comply with competitive procedures. Procedures to effect temporary promotion will be accomplished in accordance with applicable law, rule, regulations and the terms of this Agreement.

Section 7.0 Rotations for Career Development

Rotation for career development purposes is beneficial, and moves within and between FAOs and sub-offices in a commuting area should be encouraged to provide different experiences and contractor contacts. In remote areas, similar rotational experiences within an office will be encouraged to assure developmental experience and changes in contractor contacts.

Section 8.0 Short Term TDY

Section 8.1 Definition

Short Term TDY is defined as a temporary assignment to an area inside or outside the employee's normal commuting area for 21 days or less within the Continental United States (CONUS), Alaska and Hawaii. Short term TDY is for addressing staffing imbalances within the FAO (between teams) and between FAO's and is not for routine assignment of work. Employees are subject to temporary assignment which applies to bargaining unit employees who are assigned from their permanent duty station (PDS) to a temporary duty station within the Continental United States (CONUS) including Alaska and Hawaii.

Section 8.2 Need For Short Term TDY

The Employer will determine locations needing short term TDY as well as those locations that will need to provide the TDY support.

Section 8.3 Selection Process

A. The Agency will solicit volunteers before making a short term TDY selection. Volunteers will be sought from identified FAO's and SO's designated as the location supplying the short term TDY assistance. Selections, to the maximum extent possible, will be made from that list of qualified volunteers and the Employer will provide written notification to the employee selected for temporary assignment as soon as possible, but not less than 7 calendar days before the start of the short term TDY assignment, unless mission requirements require less advance

notice. Aside from documented personnel issues, or substandard ratings, volunteers will be selected first for short term TDY. The employer will provide to the Local Union President documentation on the selection process (e.g., Service Comp Date list, the list of volunteers, etc.), if requested.

B. If there are a sufficient number of qualified volunteers, the Agency will select the most senior qualified employee(s) who volunteered. Should a volunteer not be selected, management will provide the reason for the non-selection to the Local Union President.

C. Should a volunteer not be selected or if an insufficient number of candidates apply, the Agency will use inverse seniority to select from among qualified employees within the area of solicitation.

D. Seniority will be determined by the SCD.

Section 8.4 Procedures to Address Workload/Staffing Imbalances

A. Routine childcare, part-time schedules and telework arrangements are not considered reasons to exempt or defer an employee from performing a temporary assignment. Should an employee's scheduled leave interfere with the temporary assignment; the employer should attempt to resolve the matter satisfactorily.

B. All employees will return to their Permanent Duty Station (PDS) after completion of the temporary assignment.

C. In rare circumstances there may be a need to assign an employee based on an employee's particular knowledge or skill in lieu of selecting an employee based on seniority. Management will notify the Local Union President in advance of assigning the employee.

D. Auditors on short term TDY will be rotated back to the FAO upon completion of the assigned audit, including the report. To the maximum extent practical, auditors will not remain on short term TDY solely due to assignments being in management review. The auditor may be recalled to the TDY site if management review determines that additional work is needed to complete ongoing assignments.

E. Auditors that have returned from short term TDY will have their name placed on the bottom of the list of eligible auditors for short term TDY. The next least senior qualified eligible auditor by service comp date will be selected for short term TDY. This process will continue until short term TDY is no longer needed.

Section 8.5 Deferrals from Temporary Assignment

Short term temporary duty may be deferred for appropriate periods. Examples of deferrals include employees previously on temporary assignment, continuity of assignment, or hardship. Employees shall request deferrals from the Employer within five (5) calendar days of notification of the temporary assignment. The request must be in writing and include specific reasons and any pertinent documentation to establish the basis for the deferral. The Employer shall issue a decision to the employee in writing within seven (7) calendar days of receipt of the employee's request for deferral. The Local Union President may request a report of approved requests for deferral, which will contain the following information: 1). Name of auditor, 2). Grade of auditor, 3). FAO assigned, 4). Reason for Exemption.

Section 8.6 Other Working Conditions

A. Employees may maintain their customary hours of work while on short term TDY to the extent that the schedule is practical and consistent with mission requirements. Should an employee's scheduled leave interfere with the temporary assignment, the supervisor and the employee should attempt to resolve the matter satisfactorily.

B. Performance Appraisals shall be completed in accordance with Article 24, Performance Management System, of this Agreement.

C. In the case of emergency, an employee shall, at the earliest practical time, contact his permanent supervisor or temporary-site supervisor or manager to explain the circumstances and acquire any necessary approvals to amend travel orders.

D. Managers at the temporary work site are encouraged to be mindful of recognizing contributing employees in the awards process.

ARTICLE 22

EXTENDED TEMPORARY DUTY

Section 1.0

Section 1.1

A. Extended Temporary Duty (TDY) is defined as a temporary assignment to an area outside the employee's normal commuting area for more than 21 days within the Continental United States (CONUS), Alaska and Hawaii. TDY of 21 days or less will be in accordance with Article 21, Details, Reassignments, Voluntary Changes, Temporary Promotions, Rotations and Short-Term Temporary Duty, of this Agreement.

B. Soliciting volunteers may include one or a combination of the following based on the circumstances of the temporary assignment: 1) seeking volunteers throughout the Field Audit Office(s) (FAOs) that has the temporary assignment(s), 2) seeking volunteers from one or more FAOs where the Agency determines that staffing exceeds current workload, or 3) seeking volunteers throughout the Region or Agency.

Section 1.2 Needs for Extended TDY

The Agency will determine locations needing extended TDY as well as those locations that will need to provide the TDY support. The Agency will first consider employees from over-strength locations in the event that the Agency determines a need for extended TDY to a given location.

Section 1.3 Notifications

A. The Agency will provide the following to all employees in the commuting area providing the extended TDY support:

1. A list of all FAOs and Suboffices (SOs) needing TDY support, and
2. The number of positions needed by grade.

B. Volunteers will be sought from identified FAOs and SOs designated as the location supplying the extended TDY assistance. Selections, to the maximum extent possible, will be made from a list of qualified volunteers based on seniority. The Agency will provide the Council 162 Union President with the workload needs and the rationale for the required grade levels seven (7) calendar days prior to the solicitation of volunteers.

C. The Agency will provide written notification to the employee(s) selected for temporary assignment as soon as possible, but not less than 7 calendar days before the start of the extended TDY assignment, unless unforeseen mission requirements require less advance notice.

D. If the number of volunteers is less than the number of employees needed, then the least senior, qualified, fully successful employee will be involuntarily selected from the FAOs and SOs that volunteers were sought in Section 1.3.2 of this Article.

E. Seniority will be determined by service computation date as indicated on the employee's Standard Form 50.

Section 1.4 Procedures to Address Workload/Staffing Imbalances

- A. Routine childcare, part-time schedules and telework arrangements are not considered reasons to exempt or defer an employee from performing a temporary assignment. Should an employee's scheduled leave interfere with the temporary assignment, the Agency should attempt to resolve the matter satisfactorily.
- B. Employees will return to their Permanent Duty Station (PDS) after completion of the temporary assignment.
- C. In rare circumstances there may be a need to assign an employee based on an employee's particular knowledge or skill in lieu of selecting an employee based on seniority in accordance with Section 1.3.2 of this Article.
- D. The Agency will provide Council 162 with a list of all employees available for TDY as soon as possible but not less than seven calendar days before the start of the extended TDY. The list will contain: 1) name of employee, 2) grade of employee, 3) FAO assigned, 4) service computation date, 5) volunteer/not volunteer, 6) date employee assigned TDY, 7) exempt, 8) reason for exemption, and 9) the reason for the selection or non-selection.
- E. Employees may be on extended TDY up to eight weeks. To the maximum extent practical, employees will not be on extended TDY in excess of eight weeks solely due to assignments being in management review. The employee may be recalled to the TDY site if management review determines that additional work is needed to complete ongoing assignments.
- F. Employees that have returned from extended TDY will have their name placed on the bottom of the list of eligible employees for extended TDY. The next least senior qualified eligible employee by service computation date will be selected for extended TDY if no volunteer(s) are available for extended TDY. This process will continue until extended TDY is no longer needed.

Section 1.5 Deferrals from Temporary Assignment

Extended temporary duty may be deferred for appropriate periods. Examples of deferrals include employees already on temporary assignment, continuity of assignment, or hardship. Within five (5) calendar days of when the employee receives the notification of the temporary assignment, the employee may request a hardship deferral from the Agency. The request must be in writing and include specific reasons and any pertinent documentation to establish the basis for the deferral. The Agency shall issue a decision to the employee in writing within seven (7) calendar days of receipt of the employee's request for deferral. The Council 162 Union President may request a report of approved requests for deferral, which will contain the following information: 1) name of employee, 2) grade of employee, 3) FAO assigned, and 4) reason for exemption.

Section 1.6 Other Working Conditions

- A. Employees may maintain their regular hours of work while on extended TDY to the extent that the schedule is practical and consistent with mission requirements.
- B. Performance appraisals of employees on extended TDY will be in accordance with Article 24, Performance Management System, of this Agreement.
- C. In the case of an emergency, an employee shall, at the earliest practical time, contact his/her supervisor of record or extended TDY supervisor or manager to explain the circumstances and acquire any necessary approvals to amend his/her travel orders.
- D. Managers at the extended TDY work site are encouraged to be mindful of recognizing contributing employees in the awards process.

ARTICLE 23

TRAVEL

Section 1.0 General

Section 1.1 Mission Travels

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

Section 1.2 Bargaining Changes to Travel Regulations

In accordance with Article 49, Mid-Term Negotiations, of this Agreement, changes in travel regulations shall entitle either Party to re-open this Article. The Agency shall give the Union notice of any proposed change to the travel regulations.

Section 1.3 Travels with Orders

A. Employees or administrative staff will create travel orders using the Agency's automated system. Orders will be issued sufficiently in advance to permit the employee to complete all travel arrangements prior to the travel, including lodging arrangements, obtaining transportation requests or tickets and advanced funds, if appropriate. An employee will not be required to purchase airfare, car rentals or any other travel expenses outside of the automated system.

B. Employees who create their travel orders and vouchers using the automated system will receive the necessary training on proper use of the system. The time spent by employees on the automated system, including training, will be charged to an appropriate indirect time code.

C. Problems arising from travel orders will be resolved between the employee and the employee's supervisor. Reasonable time to resolve the problem will be allowed during the employee's duty hours and charged to an indirect time code.

Section 1.4 Travels without Orders

When employees travel and written orders are not required (i.e. travel), such approved local travel will be paid consistent with applicable law, rule, regulation and the terms of this Agreement.

Section 1.5 Compensation during Travel

Employees must be paid for all hours in travel status during normal duty hours. Compensation during travel is governed by applicable law, rule, regulation, provisions of this Article and in accordance with Article 14, Overtime, of this Agreement.

Section 2.0 Government Travel Charge Cards

A. Employees on official business will exercise prudence in incurring costs.

B. Agency employees who have a Government Travel Charge Card (GTCC) shall use the Government-sponsored, contractor-issued DoD Travel Charge Card for official travel expenses (e.g., hotels, transportation, car rental and fuel) consistent with applicable law, rule, regulation and the terms of this Agreement.

C. ATM cash advances may be obtained by employees on official travel for “out-of-pocket expenses” which consist of those travel-related expenses which cannot be charged on the GTCC or are exempt from mandatory use of the card. Examples of these expenses include: laundry/dry cleaning, parking, local transportation system fares, taxi fares, tips, meal charges when the use of the card is impractical (i.e., group meals), telephone calls, all expenses covered by the “meals and incidentals” portion of the per diem allowance, and expenses incurred at a vendor who does not accept the card. ATM advances shall not be obtained earlier than 3 working days before scheduled travel.

D. ATM cash advances are not authorized for travel expenses such as rental car, lodging, and transportation.

E. The travel card can be used for local travel expenses but such use is not mandatory. The travel card may not be used for fuel or meals during local travel.

Section 2.1

Employees will be exempt from obtaining a GTCC if they travel no more than two times per year. The Agency may also exempt an employee if he/she requests an exemption for personal reasons. Employees who are exempt from the use of the Government-sponsored, contractor-issued travel charge card may be authorized the use of personal funds, travel advances, and/or centrally billed accounts (transportation only).

Section 2.2 Credit Disclosures, Dispute, and Card Losses

The terms and conditions associated with a GTCC are part of the GSA SmartPay2 Contract which the Agency does not control. According to the terms of the contract, the Contractor cannot disclose credit scoring information. It is the cardholder’s responsibility to notify the Contractor upon discovery of GTCC loss. It is the cardholder’s responsibility to dispute incorrect transactions within the dispute window. The cardholder’s responsibilities are covered under the terms and conditions which the cardholder accepted when applying for and upon activating the GTCC for use. The Agency cannot ensure that the cardholder will not incur charges simply by reporting the loss of the GTCC. The Agency has Agency Program Coordinators (APCs) who can assist with the dispute process and reporting GTCC losses.

Section 2.3 Charge Card Denied

When an employee cannot obtain a GTCC because of a lack of credit history or because he/she is found to have unsatisfactory credit history, the employee’s travel will be paid through alternate methods available to the Agency. Such alternates may include, but not be limited to, the issuance of a restricted-use charge card as well as Centrally Billed Accounts.

Section 3.0 Scheduling Travel

Section 3.1 Travel during Normal Working Hours

A. In connection with official travel, to the maximum extent practicable, the employee will be allowed to schedule and arrange for his/her own travel. Travel will normally be scheduled during the employee’s normal working hours to the maximum extent practicable. Employees will not normally be required to depart their residence or permanent duty station (PDS) before or after the employee’s normal work hours to travel when flights or other modes of transportation are available during regularly scheduled working hours.

B. Employees may request to vary their regular work hours on travel days to accommodate travel scheduled to occur at times other than their regularly scheduled work day. Employees who satisfy their normal work hours for the day of travel and who are still in travel status after their normal work hours are entitled to earn compensatory travel time or overtime as provided by Section 1.5 of this Article.

Section 3.2 Early Departure Days and Next Day Returns

A. If circumstances require the employee's presence on Monday, too early to permit travel that day during normal working hours, the employee may perform the travel on the preceding day (Sunday). If the employee prefers, travel may be permitted during duty hours on the preceding Friday. In this event, subsistence reimbursement may be allowed to start with the departure time, but will be limited to that which would have been payable if the departure was made on Sunday. Accordingly, any additional lodging and per diem expenses incurred on Saturday and Sunday due to the early departure are the responsibility of the employee.

B. Conversely, if circumstances require the employee's presence on Friday, too late to permit return travel to the employee's PDS during normal working hours, the employee may perform the travel on the following day (Saturday). If the employee prefers, travel may be permitted during duty hours on the following Monday. In this event, subsistence reimbursement may be allowed to start with the departure time, but will be limited to that which would have been payable if the departure was made on Saturday. Accordingly, any additional lodging and per diem expenses incurred on Saturday and Sunday due to the late departure are the responsibility of the employee.

Section 3.3 Alternative Arrangements

Employees experiencing unforeseen delays at carrier terminals such as airline terminals, train stations, or other transportation terminals due to canceled flights, bad weather or other delays not caused by the employee should contact the travel agent and arrange to be put on another regular scheduled flight, train, etc. if the delay is likely to exceed two hours.

Section 3.4 Travel Orders Minimum 12 Hours Away

Employees will not be required to travel away from their permanent duty stations when it is reasonably foreseeable that they will be away from their permanent duty station for more than 12 hours without appropriate TDY orders.

Section 3.5 Pay for Travel Arising from Unscheduled Events

When travel results from an event that cannot be scheduled or controlled administratively, such travel may be considered hours of duty for pay purposes pursuant to appropriate provisions of Article 14, Overtime, of this Agreement and statute.

Section 3.6 Travel Home While on TDY

A. When a temporary duty assignment does not require an employee to remain at a place of temporary duty on non-work days (including holidays), officials directing travel may require the employee to return to his/her permanent duty station for non-work days and all travel will occur on official time during normal work hours. If the employee and the Agency agree, then travel before or after normal duty hours may occur and the employee will earn compensatory travel time or overtime in accordance with Article 14, Overtime, of this Agreement and statute.

B. Employees who are assigned away from their permanent duty station, and elect to return home during non-work days will be reimbursed for travel not to exceed the amount reimbursable for the per diem had they remained away from home. When an employee voluntarily returns home after duty hours or on non-work days from a place of temporary duty assignment, maximum reimbursement for the round-trip travel performed and per diem en route will be the per diem that would have been allowable had the employee remained at the temporary duty station.

Section 3.7 TDY Period Limits

Except in unusual circumstances, employees will not be required to stay away from their permanent duty stations two (2) consecutive weekends. Employees on TDY assignments lasting more than two weeks may, to the maximum extent possible, be allowed travel time to/from their PDS/residence every other week during normal work. Travel costs to/from PDS/residence will be reimbursed in accordance with this Article.

Section 3.8

Unless restricted in travel orders, employees in a temporary duty travel status may, in the absence of government transportation, use taxicabs or other public transportation.

Section 4.0 Per Diem Allowances

Section 4.1 Per Diem

The per diem allowance is a daily fixed payment instead of reimbursement for actual expenses for lodging, meals, and related incidental expenses. The per diem allowance is separate from certain transportation expenses and miscellaneous expenses. The per diem allowance covers all charges as allowed by applicable law, rule and regulations. Hotel taxes are not part of the per diem allowance and are separate reimbursable expenses.

Section 4.2 Per Diem Rates

Per Diem rates are established according to applicable law, rule and regulation.

Section 4.3 Actual Rates in Excess of Per Diem Rates

In instances where an employee is in a travel status and the employee's actual subsistence expenses are in excess of the established per diem allowances, the employee may file a request, and may be authorized actual expense under the provisions of the applicable regulations.

Section 5.0 Travel Advances

Section 5.1 General

A. Employees without a GTCC will request an advance when making arrangements for travel in the Agency's automated system. Employees will be advanced travel funds in amounts consistent with applicable law, rule and regulation for official travel on behalf of the government. Such advances will be based on an estimate of reimbursable travel expenses.

B. Any employee traveling on official business is entitled to an advance of funds to cover per diem, lodging costs, or actual subsistence expenses, mileage for use of a privately owned vehicle, and all other costs incidental to official travel not directly billed to the Agency or charged to a government travel charge card. Travel advances will be made available prior to the date of departure to those employees who make timely application.

Section 5.2 Unused Travel Advances

Unused travel advances are recouped from the employee via the Agency's Notification of Debt process which is automatically generated when the voucher is approved.

Section 5.3 Advance Notice of Penalty and Interest Due

Employees will be given ample written warning prior to the levying of any interest, penalty, or other charge because of delinquent repayment of unused travel advances. Such warning will give employees a fair opportunity to avoid the assessment of penalties, interest, or other

charges. The process for the notice and interest due requires a minimum of one demand letter. Employees will also be informed of the options for re-payment, given an explanation of the process of requesting waivers, and the date by which interest may be charged. In the same advance notice, employees will also be told of the amount of interest that would be charged, the method of accrual, the interest rate, the way(s) in which any delinquencies could be involuntarily collected, and how they might challenge assessment decisions.

Section 6.0 Temporary Lodging

Section 6.1 Use of Government Quarters

When employees are ordered TDY to US installations, management cannot order/require employees to use Government Quarters. In accordance with the requirement to exercise prudence when incurring expenses, employees should check for Government Quarters availability and are encouraged to use those Quarters.

Section 6.2 Hotel Choices

Employees on TDY shall be given the option of staying at housing of their choice. Employees who elect to stay in housing of their own choosing shall be given lower of actual lodging cost or the contracted housing price in addition to the non-lodging portions of the appropriate per diem. However, reimbursement will be limited to the amounts allowed by applicable regulation.

Section 6.3 Sharing Rooms

Employees traveling on official business will not be required to share a room.

Section 7.0 Reimbursements

Section 7.1 Travel Claim Submission

Employees are required to provide a receipt for lodging, rental car and air expenses, regardless of the amount. Furthermore, employees are required to provide receipts for expenditures in accordance with applicable law, rule and regulations. Employees are encouraged to retain all receipts for tax purposes or other purchases.

Section 7.2 Travel Claim Filing Deadlines

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

B. Local travel claims should be submitted monthly.

C. Problems arising from travel claims will be resolved between the employee, the employee's supervisor, and the disbursing office. Reasonable time to resolve the problem will be allowed during the employee's duty hours, and charged to an indirect time code.

Section 7.3 Reimbursement Deadlines

Employees will be reimbursed for the undisputed portions of their reimbursement claims within 30 calendar days after their submissions to the Agency of a properly executed claim (voucher).

Section 7.4 Disputed Claims Deadlines

If a portion of a claim for expenses submitted by employees is denied, the undisputed amount shall be paid to employees. Employees shall receive a written notification from the Agency of all disallowed expenses at the time they are notified of payment of undisputed expenses.

Section 7.5 Split Disbursements

Employees must use the “split disbursement” mode for payment of charges to the contractor-issued Government Travel Charge Card.

Section 8.0 Accommodating Special Needs

Consistent with its obligations under applicable laws, rules, regulations, and the provisions of this Agreement, the Agency shall provide reasonable accommodations to employees with special needs. These circumstances are discussed in Article 39, Equal Employment Opportunity (EEO), of this Agreement.

Section 9.0 Privately Owned Vehicles (POV)

Section 9.1

Ownership or use of a privately owned vehicle is not a condition of employment. The use of POV by employees for official government business is voluntary. Employees’ use or non-use of their POVs has no impact on an employee's performance appraisal.

Section 9.2

When use of a POV is authorized by an employee’s supervisor or other approving official, the maximum mileage allowance and related expenses will be authorized in accordance with applicable law, rule and regulation.

Section 9.3

If an employee is either unable or unwilling to use his/her POV for official government business, it is the Agency's responsibility to provide transportation.

Section 9.4

An employee authorized to use his POV will not be required to carry a passenger(s). Employees will not be required to ride in another POV. If an employee voluntarily accepts an employee(s) as a passenger(s) on official business, any claim against the owner of the POV by the passenger(s) for damages will be settled under the Federal Tort Claims Act and Federal Employees Compensation Act.

Section 10.0 Local Travel

Section 10.1 Local Travel Expenses

Local travel expenses include road and bridge tolls, ferry, fares, and parking fees, as well as the authorized mileage rate for the distance traveled.

Section 10.2 Roundtrip Travel from Residence to PDS

Employees are not compensated for travel from their residence to PDS, nor from their PDS to their residence.

Section 10.3 Roundtrip Travel from PDS to ADS

Employees are compensated for all official local travel from their PDS to an Alternate Duty Station (ADS) as well as from ADS to their PDS.

Section 10.4 Travel from ADS to Residence

Employees are compensated for travel from their residence to an ADS, however their regular commute mileage from their residence to their PDS must be deducted. If employees travel from ADS to their residence, then their regular commute mileage must be deducted.

Section 10.5 Travel between Multiple ADS Locations

Employees are compensated for travel between multiple ADS locations.

Section 10.6 Authorized Long Distance Personal Calls

Employees on temporary duty may be reimbursed for long-distance personal telephone calls. The reimbursement amount is at the Approving Official's discretion. The traveler is not automatically entitled to claim this expense.

Section 11.0 Grievability/Arbitrability Issues

- A. Any disputed disallowances of reimbursement claims may be resolved through the grievance/arbitration procedures of Articles 31, Negotiated Grievance Procedure and 32, Arbitration, of this Agreement.
- B. Any disputed assessment decisions (regarding notice of penalty and interest due) made by the Agency may be resolved through the grievance/arbitration procedures of Articles 31, Negotiated Grievance Procedure and 32, Arbitration, of this Agreement.
- C. Disputes of pay for travel arising from unscheduled events may be resolved through the grievance/arbitration procedures under Articles 31, Negotiated Grievance Procedure, and 32, Arbitration, of this Agreement.
- D. Any grievance under this subsection may be initiated at the step prior to arbitration.

ARTICLE 24

PERFORMANCE MANAGEMENT SYSTEM

Section 1.0 Overview

Section 1.1

The Agency and the Union are committed to providing quality public service. Accomplishment of the Agency mission should be achieved in an environment that recognizes the value of its employees and the importance of teamwork.

Section 1.2

The purpose of the performance assessment system in this Article is to provide a framework to ensure constructive and timely feedback and facilitate communications between employees and their supervisors (or other rating officials). The system focuses on contributions within the scope of the employee's job description in achievement of the Agency's overall service mission.

Section 1.3

The appraisal system will emphasize:

1. Improving individual and organizational effectiveness;
2. Employee development;
3. The supervisor's role as team leader and coach;
4. Employee performance.

Section 1.4

The appraisal system will not:

1. Be used as a disciplinary tool;
2. Foster individual competition;
3. Be based on numerical goals and/or numerical performance levels not contained in the employee's own performance standards;
4. Be based on expectations or requirements that are unrealistic and unattainable by employees working under normal conditions.

Section 1.5 Forced Distributions

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

Section 2.0 Policy

Section 2.1

The provisions of this Article apply to all bargaining unit employees in the competitive and excepted service, except employees excluded by law.

Section 2.2

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

Section 3.0 Definitions

Terms used in this article that relate to the Performance Management System, such as "appraisal," "critical element," or "performance rating" will, to the extent applicable, have the same meaning as in government-wide regulation.

Section 4.0 Critical Elements

Section 4.1

Critical element means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that the employee's overall performance was unacceptable. Such elements shall be used to measure performance only at the individual level.

Section 4.2

All critical elements to be used for performance appraisals will be directly related to the employee's assigned Position Description, that the supervisor or other appropriate management official has reviewed, determined to be complete and accurate for the duties assigned to the employee, and will be communicated to the employee at the beginning of the rating period or whenever elements or expectations change during the rating period.

Section 4.3

To the maximum extent feasible, the critical elements will be consistent for standard or identical positions. Variations from these critical elements will be based on real differences in the job.

Section 5.0 Performance Standards

Section 5.1

The Agency has the right to establish critical elements, noncritical elements, and performance standards subject to law, regulation, and this Agreement.

Section 5.2

To the maximum extent feasible, performance standards must be based on objective, reasonable, and measurable criteria, and provide a clear means of appraising performance. The performance management system shall establish performance standards which will permit a fair, accurate, and objective evaluation of job performance.

Section 5.3

To the maximum extent feasible, the performance standards will be consistent for standard positions. Variations from these performance standards will be based on real differences in the job.

Section 5.4

Application of all performance standards shall be fair and equitable, and consistent with regulatory requirements and applied in similar fashion to all employees. Significant dissimilar application of the standards between employees may be grounds for grievance.

Section 5.5

Performance standards will be developed for each critical element. These standards will be used for the evaluation of performance and will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job.

Section 5.6

In applying performance standards, allowances shall be made for factors beyond the employee's control. Such factors include, but are not limited to, the use of annual, sick, administrative leave, additional work assignments, training, equipment problems, and union official time.

Section 6.0 New and Revised Critical Elements and Performance Standards

A. The Union will be provided copies of critical job elements and performance standards that are new or revised and will be afforded an opportunity to bargain before the critical job elements and standards are implemented and issued to the employees.

B. If deletions are made for any reason in job elements, performance standards, or the aspects that make up the job elements, the Union will be notified and afforded an opportunity to bargain before the deletion is effective.

Section 7.0 Communications

Section 7.1

Prior to receiving their performance plans, employees will be provided an opportunity and encouraged to participate in the establishment of their performance standards. Rating officials will give serious consideration to suggestions made by the employees.

Section 7.2

At the beginning of every rating period, or upon entering on duty, employees will meet with their rating official regarding their job functions and responsibilities. During this meeting, the rating official and the employee will have an oral discussion to explain, clarify and communicate the employee's job responsibilities to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and performance plan and his/her relationship to the Agency's mission. During this meeting, critical and non-critical elements shall be communicated to each employee. The oral discussion shall be communicated in writing through the use of the performance plan, which will include a copy of the critical and non-critical elements. A copy shall be given to the employee and a copy retained in the supervisory personnel file.

Section 7.3 Ongoing Performance Discussions

A. Informal discussions are a standard part of supervision and should occur throughout the annual appraisal period. Discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or employee. Discussions may be held one-on-one or between a supervisor or rating official and a work group. If an employee requests a discussion, the request shall be in writing, with his/her rating official to discuss his/her performance. Normally, within 15 days the rating official will respond in writing to the employee's request. If, in rare circumstances, the rating official cannot meet with the employee, the employee's file should be documented to show the request for a discussion and the failure to have one.

B. Discussions between the rating official and the employee should be candid, forthright and aimed at accomplishing the work and developing the employee. The discussion will provide the opportunity to assess performance and identify and resolve any problems in the employee's or work team's work product.

C. Where indicated, the supervisor or rating official should provide additional guidance aimed at developing the employee(s), and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance and offer suggestions for improving processes.

D. Since it is in everyone's interest to have employees performing at their best, the supervisor should inform the employee when the supervisor becomes aware that the employee's overall performance has declined below the fully successful level.

Section 8.0 Performance Plan Procedures

Section 8.1

The rating cycle for all bargaining unit employees is July 1 through June 30.

Section 8.2

A. Employees must be working under a performance plan for a minimum of 90 days before a rating can be given. With the exception of Section 8.2 B, the preparation of the annual appraisal will be deferred when an employee that has not, for any reason, performed in his/her position for a minimum of 90 days. In such cases, the regular evaluation date will be extended until the employee has actively performed in his/her position for 90 days.

B. When any performance plan changes less than 90 days before the end of the rating period, the employee will be evaluated based on those parts of the performance plan that had previously been in place. The annual rating will reflect the weighted average of the old and new performance plan ratings.

C. Supervisors assigned to an organizational element for less than ninety (90) days will not defer an annual rating for this reason. The new supervisor should rely on the exit summary rating provided by the previous supervisor when developing a rating of record.

D. Appraisals for personnel laterally moved to a new or changed position more than 90 days prior to the time cycle of the annual appraisal should not be delayed if the employee is otherwise eligible for promotion. The new supervisor or designee in developing the annual appraisal should use exit appraisals from previous supervisors.

E. Employees detailed to another organizational element at the time the appraisals are due will be rated by the supervisor to which they had been assigned at their permanent duty station. The employee's permanent supervisor will consult with the employee's supervisor on the detail to determine the rating to be assigned.

Section 8.3

When appraising performance, the Agency will consider factors which affect performance that are beyond the control of the employee.

Section 8.4

A. A mid-year progress review is required in which the supervisor and employee formally meet and discuss the employee's performance and any changes in objectives or direction. The

substance of this discussion should be recorded in a memorandum for the record with a copy placed in the supervisor's records and a copy furnished to the employee. The mid-year progress review will document whether the employee is performing at/above/or below the previous performance rating. This review will be made at the approximate midpoint of the rating period.

B. Additional progress reviews may be made at any time that the rating official determines the employee is not performing at a fully successful level. The progress review will indicate to the employee what would be necessary for the employee's performance to improve. If, at the time of a progress review, the Agency is aware of an instance(s) of performance deficiency, it shall provide that information to the employee. Otherwise, the information will not be used to adversely affect the performance rating. The information will identify each critical job element that the employee is not performing successfully. Supervisors have discretion to select their own approach to tracking and documenting performance. However, at a minimum, supervisors should spot-check work on a regular basis so that they can continually gauge the employee's progress against the established performance requirements and provide timely feedback and assistance.

C. Employees on temporary assignment for more than 90 days will be given an exit summary rating for that period.

Section 8.5

A. The rating official will provide the employee with a performance appraisal which includes the rating of how the employee performed in regard to each critical element, and a summary rating, normally within thirty (30) days from the end of the rating period.

B. The employee will have seven (7) days to sign and date the appraisal form and add comments if necessary.

C. The appraisal becomes "final" as follows:

1. If the employee signs and dates the appraisal, with or without adding comments, it is final on the employee's signature date;
2. If the employee does not sign the appraisal but adds comments, it is final upon receipt of the supervisor's written response;
3. If the employee does not sign and date the appraisal, it becomes final on the eighth (8th) day after the employee received the appraisal;
4. If the employee does not agree with the "final" appraisal, he may file a grievance in accordance with Article 31, Negotiated Grievance Procedure, of this Agreement; and
5. Making or not making a response has no effect on an employee's right to grieve the performance rating under Article 31, Negotiated Grievance Procedure, of this Agreement.

Section 8.6

The substance of all performance discussions within this Article, between the employee and his/her rating official may be recorded in a memorandum for the record with a copy placed in the supervisor's records and a copy furnished to the employee. All written notes or assignment review summary sheets placed in the supervisory personnel file will be maintained in accordance with Article 27, Personnel Records, of this Agreement. The employee may submit written comments concerning the interim performance discussion, which will be retained in the supervisor's records.

Section 9.0 Uses of the Performance Rating

The performance rating given to employees under this performance management system is used for a number of purposes:

1. Within-Grade Increases (WIGI). An employee who has attained a rating of at least "Fully Successful," has achieved an "acceptable level of competence" and will be entitled to appropriate within-grade increases.
2. The rating of record will be used in consideration for appropriate awards, promotions, and other personnel actions.
3. This performance rating will be considered in making determinations regarding reductions-in-force (RIF) within the Agency in accordance with Article 19, Reductions in Force (RIF), Furlough, Reorganization, and Transfer of Function, of this Agreement.
4. The rating of record may be used in evaluating candidates under the merit promotion system contained in Article 18, Merit and Career Ladder Promotions, of this Agreement.
5. To identify systemic changes in operations, work processes, training, teamwork, etc.
6. Performance appraisals shall be a basis for decision to train, reward, reassign, promote, demote, retain, or remove employees.

Section 10.0 Improvement of Minimally Successful Performance

Section 10.1

Whenever a supervisor determines that an employee's performance is minimally successful in any critical element, the supervisor will meet/discuss with the employee and identify each critical job element that he/she is not performing at a fully successful level and provide assistance in improving performance. This may include, but is not limited to, formal training, closer supervision, on-the-job training, selected job assignments and counseling. Assistance will also include weekly meetings to assess the work performed and to identify areas of improvement or continued weakness. The substance of any discussion should be recorded in a memorandum for record with a copy placed in the supervisory personnel file. A copy will also be furnished to the

employee. The employee may submit comments on the memorandum for the record for the supervisory personnel file.

Section 10.2

Personnel-related actions (WIGIs, promotions, etc) may be withheld while this level of performance continues. The employee will be informed in writing that personnel-related actions (WIGIs, promotions, etc) may be withheld while this level of performance continues.

Section 11.0 Performance Improvement Period

Section 11.1

It is the responsibility of the Agency to monitor employee performance throughout the rating period. If at any time during the rating period the rating official determines that an employee is performing at an unacceptable level in one or more critical elements, the rating official will meet with the employee to discuss the employee's performance. The supervisor will develop and provide to the employee a written performance improvement plan before taking any performance based action.

Section 11.2

- A. The improvement plan will identify the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate an acceptable level of performance (minimally successful). It will state which assigned tasks demonstrate the unacceptable performance and how they relate to an identified job requirement(s), element(s), and standard(s), as applicable. The plan will state that unless performance in a critical element(s) improves to and is sustained at an acceptable level of performance for a minimum period of one year; the employee may be reduced in grade, reassigned or removed from Federal service.
- B. The improvement plan will afford the employee a reasonable opportunity of at least 90 days to improve their performance to an acceptable level.
- C. The improvement plan will be tailored to the specific needs of the employee and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, or other assistance as appropriate.
- D. The improvement plan will state which supervisor or management officials will be available to guide, coach, and otherwise assist the employee in reaching an acceptable level of performance, what specific assistance will be provided and when employees may request additional assistance.
- E. The improvement plan will inform the employee that personnel-related actions (WIGIs, promotions, etc.) may be withheld while this level of performance continues.

Section 11.4

The purpose of the performance improvement period is to help the employee improve their performance to an acceptable level.

Section 11.5

At any time during the performance improvement period, the rating official may conclude that assistance is no longer necessary because the employee's performance has improved to an acceptable level of performance. The rating official will notify the employee of this determination in writing.

Section 11.6

If, following the performance improvement period, the rating official is unable to make an assessment that the employee is successfully performing his/her critical job duties and responsibilities, at an acceptable level of performance, the rating official will give the employee a documented performance interview communicating this determination. In that case, it is appropriate to extend the assistance period until an assessment can be made, consistent with law.

Section 11.7

If, following the performance improvement period, the employee's performance has not improved to an acceptable level; the rating official will give the employee a documented performance interview communicating this determination.

Section 11.8

If, the employee's performance improves to an acceptable level of performance during the notice period, and the employee's performance continues to be acceptable for one (1) year from the beginning of the opportunity to demonstrate acceptable performance (in the critical element(s) for which the employee was afforded the opportunity to demonstrate acceptable performance), any entry or other notation of the unacceptable performance for which the action was proposed under this section shall be removed from any agency record relating to the employee.

Section 12.0 Actions Based on Unacceptable Performance

Section 12.1

If all remedial action fails and the employee's performance is determined to be unacceptable and the employee is capable of performing another position of the same grade, the Agency may reassign the employee to such a position.

Section 12.2

If all remedial action fails and the employee's performance is determined to be unacceptable, and the Agency proposes a reduction in grade or removal for unacceptable performance, the Agency will follow the adverse action procedures in Article 30, Discipline and Adverse Action, of this Agreement.

Section 12.3

An employee who is reassigned or reduced in grade based on unacceptable performance will receive a new performance plan, in accordance with this Article.

Section 13.0 Electronic Performance Management System

Section 13.1

Should the Agency propose to establish an electronic system for processing any part of the Performance Management System, the Union will be notified and have an opportunity to bargain in accordance with Article 49, Mid-Term Negotiations, of this Agreement.

Section 13.2

Once DOD implements the department-wide performance management system, the mandated system will replace the current negotiated system and its associated bargained Articles and Memorandums of Agreement. It will be the performance management system for the Agency. The Union will be notified and have an opportunity to bargain in accordance with Article 49, Mid-Term Negotiations, of this Agreement.

ARTICLE 25

WITHIN-GRADE INCREASES

Section 1.0 General

Section 1.1

This Article implements 5 CFR, Part 531, Subpart D: the policy and procedures for granting or denying within-grade increases to bargaining unit employees.

Section 1.2

An employee must meet four requirements in order to qualify for a within-grade increase:

1. The employee must not have reached the maximum rate of pay for the grade;
2. The employee must have served the required waiting period for advancement to the next higher step;
3. The employee must not have received an equivalent increase during the prescribed waiting period, and
4. The employee's performance must be at an "acceptable level of competence". To be determined at an acceptable level of competence, the employee's most recent rating of record shall be at the "fully successful" or higher level. If a within-grade increase decision is not consistent with the employee's most recent rating of record, a more current rating of record must be prepared.

Section 2.0 Within Grade Increase Determination

Section 2.1

Acceptable level of performance is based on most recent rating of record, and management recognizes its responsibility to keep employees apprised of their performance. Within grade increases will be withheld from employees only when the employee is timely notified in accordance with section 2.3 of this Article.

Section 2.2

If, due to administrative error, a positive determination is not made until some date after the waiting period is completed, the effective date of the within-grade increase shall be retroactive to the original due date.

Section 2.3

A determination that an employee's performance is not at an acceptable level of competence shall be given to the employee in writing as soon as possible after the end of the waiting period. This will be accompanied by a new performance rating of record to reflect that determination if the previous rating of record was fully successful or higher.

Section 3.0 Negative Determinations

Section 3.1

A. The factual basis for the determination that the employee failed to perform at the fully successful level will be the same factual basis for determining minimally successful (or below) as outlined in Article 24, Performance Management System, of this Agreement.

B. If the most recent rating of record does not meet the criteria for an acceptable level of competence as identified in section 1.2(d) but the employee's performance has improved to "Fully Successful" or higher between the time that the most recent rating of record was issued and the within grade due date, reappraisal is appropriate at any time but no later than 90 days after the within grade due date. In this case, the supervisor will promptly notify the employee and provide a new rating of record.

Section 3.2

If the employee has not attained an acceptable level of competence, then the supervisor will inform the employee the performance standard that the employee failed to perform at the satisfactory level and in what respect his performance must improve to be considered at an acceptable level of competence in order to be granted a within-grade increase, described in the same manner and to the same level of specificity as in Article 24, Performance Management System, of this Agreement.

Section 3.3

If the reappraisal referred to in section 3.1 does not result in the employee being assessed at an acceptable level of competence then another reappraisal is appropriate at any time but no later than 90 days after that reappraisal. This process will be repeated until the employee attains an acceptable level of competence.

Section 3.4

Postponement of an acceptable level of competence determination is permitted only when (1) an employee was not informed of the specific performance requirements (Elements and Standards) for the current position at least 90 days prior to the end of the waiting period, or (2) an employee was reduced in grade because of unacceptable performance to a position in which he/she is or will within 90 days become eligible for consideration for a within grade increase. Employees must be advised in writing at least 30 days prior to the date of the within grade due date, of the postponement and the specific requirements for performance (Elements and Standards). Postponed Determinations will be made 90 days after the standards were provided to the employee. If, at the end of this postponement, the employee is performing at a "fully successful" or higher level, a new rating of record will be provided and a within grade increase will be made retroactive to the original due date. The employee will be provided with the revised rating of record.

Section 3.5

The requirement for a determination is waived when an employee has been in a duty status less than 90 days during the final 52 calendar weeks of a waiting period because of: (1) absences that are creditable service in the computation of a waiting period, (2) paid leave, (3) service credit received under back pay provisions, or (4) long-term training. The employee is granted a within-grade increase based on the presumption that the employee's performance otherwise would have been "fully successful."

Section 3.6

A written notice of a negative determination notice will inform the employee of:

1. His/her right to request that an Agency official reconsider the determination;
2. His right to representation in the reconsideration process;
3. The entitlement of the employee and his representative, if an employee, to a reasonable amount of official time to prepare a response to the negative determination in accordance with Article 8, Official Time, of this Agreement; and
4. The right to review all documentation supporting the negative determination.

Section 4.0 Reconsideration of a Negative Determination

An employee whose within-grade salary increase has been denied may request reconsideration of the negative determination on which the denial is based within fifteen (15) calendar days after receipt of the notice of negative determination. When an employee files a request for reconsideration, the Agency shall establish a consideration file which contains all pertinent documents relating to the negative determination and the formal request for reconsideration.

Section 5.0 Appeals

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

B. Employees raising an issue of discrimination may appeal either through the negotiated grievance procedure or to the Merit Systems Protection Board, but not both.

Section 6.0 Procedural Errors

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

Section 7.0 Change of a Negative Determination

When a negative determination is changed because of an error that was identified in the reconsideration process, or a determination by the Merit Systems Protection Board, or grievance determination, the change supersedes the negative determination; and the effective date of the within-grade increase for which the employee becomes eligible is the date on which the within-grade increase would otherwise have become effective.

Section 8.0 Delaying Promotions

If a promotion is imminent and a within-grade increase is due within 2 weeks, the promotion action may be delayed if processing the within-grade increase first could be the most beneficial sequence.

ARTICLE 26 AWARDS

Section 1.0 Awards

Section 1.1

An award recognizes and rewards an individual or team -achievement that contributes to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Government or is otherwise in the public interest. All awards are granted by the Agency on the basis of merit, and within applicable budget limitations. All awards will be granted in a fair, consistent, and objective manner without discrimination.

Section 1.2

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

Section 1.3

The Agency must determine in advance how the awards budget will be distributed among its work force. Each Region will receive a proportionate amount of the award budget based on the head count within each Region. The Agency will notify the Union of those budgets, how the budgets were calculated and the amounts to be allocated.

Section 1.4

Employees may be eligible for awards under this Article for any period(s) of time that they are were in the bargaining unit.

Section 1.5

All award amounts will be in accordance with applicable regulations, policies, procedures, and this Article.

Section 2.0 Performance Awards

Section 2.1 Individual Performance Awards

An individual performance award is a cash payment for performance of Agency work based on the employee's rating of record of exceeds fully successful or higher for the current performance appraisal period, except in accordance with Sections 2.5 and 2.6 of this Article.

Section 2.2

The distribution of individual performance awards will be based on a "Share" system.

Annual Summary Rating of Record

Outstanding	= 5.0
Exceeds Fully Successful	= 4.0
Fully Successful	= 3.0
Minimally Successful	= 2.0
Unacceptable	= 1.0

Computation of Share

Each critical element will receive a numerical value based on the scale shown above. The total numerical value of the critical elements will be averaged to determine the number of shares allocated to the average rating.

Average Rating to Number of Award Shares

4.6 to 5.0 = 2.5 shares
3.6 to 4.5 = 2 shares

Determining Share Value

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

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

Section 2.3 Time-Off Performance Award Calculation

Employees can select the option of a time-off award in lieu of a cash award based on shares. The time-off award is calculated by dividing the value of the cash award by the employee's annual base salary, then multiplying that percentage by 2,087 (the number of annual work hours for a full time employee).

Part-time employees will have their award amounts prorated accordingly.

Section 2.4 Quality Step Increase (QSI)

A performance award used to recognize and reward high quality past performance can be given when performance "exceeds" the established performance standards. A QSI requires the employee to have received an Outstanding rating. The QSI is an increase to base pay

recognizing outstanding performance expected to continue and warranting an ongoing increase in pay.

Section 2.5 Team Superior Performance

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

B. There is no required manner for distributing the total award amount among team members other than the performance requirements. A team receiving a Team Superior Performance Award determines how the award will be divided among its members. Options include, but are not limited to, dividing equally, prorating by a percentage of base pay, or prorating according to team members' contributions to their joint successes. If the team is unable to determine a method of allocation, the official with award approval authority will decide how the award will be allocated.

Section 2.6 Group Awards

A. Group awards continue to be an important option for employee recognition.

B. There is no required manner for distributing the total award amount among group members. A group receiving a Group Award determines how the award will be divided among its members. Options include, but are not limited to, dividing equally, prorating by a percentage of base pay, or prorating according to group members' contributions to their joint successes. If the group is unable to determine a method of allocation, the official with award approval authority will decide how the award will be allocated.

Section 3.0 Incentive Awards

Section 3.1 Special Act Award

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

Section 3.2 Superior Accomplishment Award

A Superior Accomplishment Award is given in recognition of an accomplishment that contributes to the efficiency, economy, or other improvement of Government operations or achieves a significant reduction in paperwork that merits a cash award.

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8/5/14

Section 3.3 On-The-Spot Award

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

Section 4.0 Time-Off Award

Section 4.1

The Time-Off Award (TOA) is an alternate means to recognize an employee's accomplishments with other than monetary awards. The award is also intended to increase the quality of work life for all employees, as well as encourage and recognize one-time, non-recurring accomplishments.

Section 4.2

A TOA is time off from duty, without loss of pay or charge to leave.

Section 4.3

Time off granted as an award must be scheduled and used within one year after the award is made. As with use or lose annual leave, employees are responsible for scheduling their time off within the one-year timeframe.

Section 4.4

The minimum amount of time off granted for any contribution shall be one (1) hour.

Section 4.5

An employee may request to use a TOA in increments of at least a quarter hour (.25).

Section 4.6

When physical incapacitation for duty occurs during a period of time when an employee is using his/her TOA, sick leave may be granted for the period of incapacitation and the TOA may be scheduled at another time.

Section 5.0 Suggestion Program

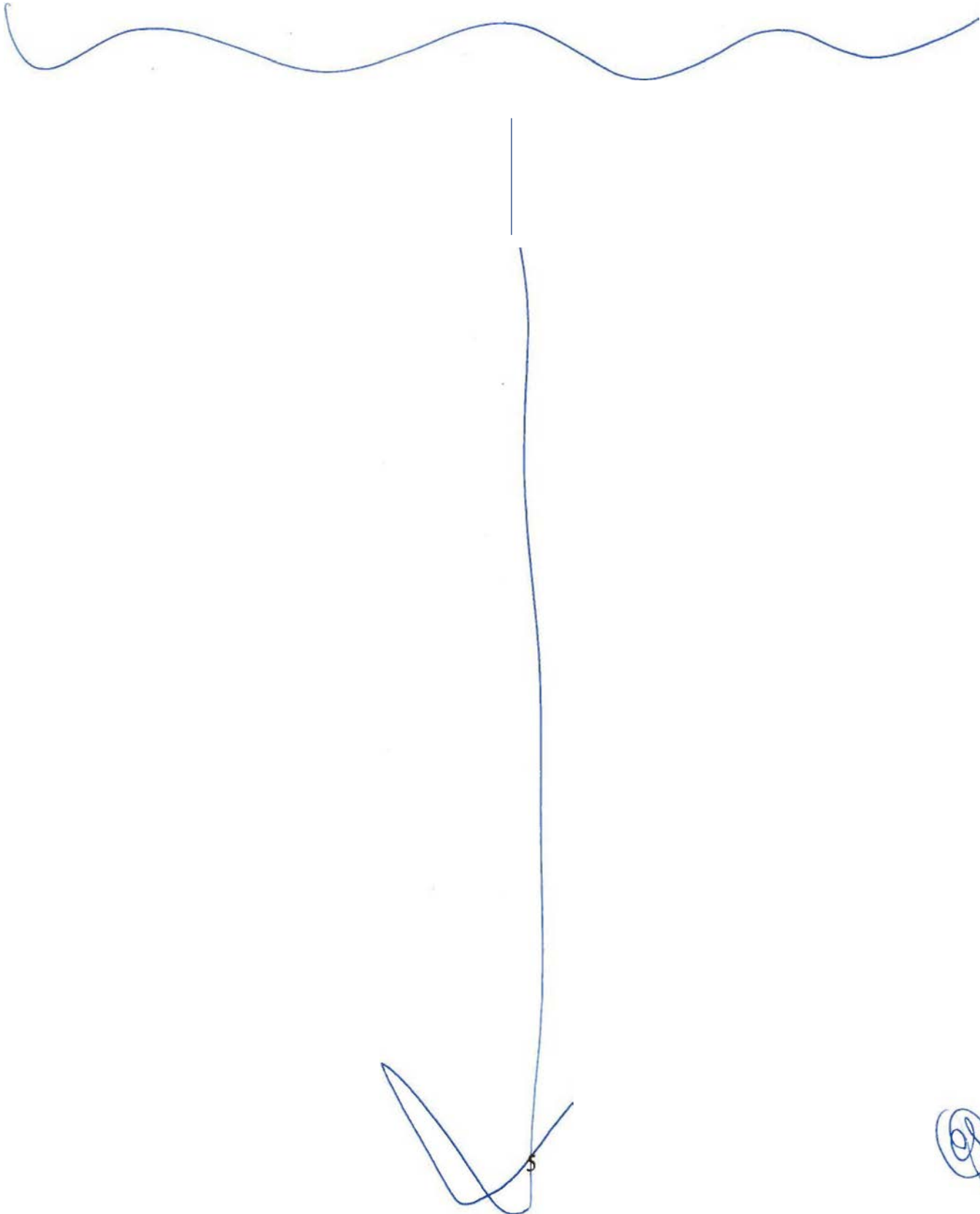
Section 5.1

Employees' suggestions to improve work processes and working conditions provide a valuable and unique source of ideas which can greatly increase the efficiency of the service and/or employee morale. Employee suggestions will be evaluated and decided in a timely manner. Upon final determination of an employee suggestion, the employee will be notified in writing as to whether or not the suggestion was adopted and the reason(s) why.

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Section 5.2

An On-The Spot Award or non-monetary award may be awarded for all approved suggestions.



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ARTICLE 27

PERSONNEL RECORDS

Section 1.0 Official Records and Files

Section 1.1 Purpose

The purpose of this Article is to provide policies and procedures governing administration of employee's official records and files as provided for in 5 Code of Federal Regulations (CFR), Part 293, Personnel Records.

Section 1.2

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

Section 1.3

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

Section 1.4

Annually employees shall be advised of the nature, purpose, and location of any and all records that are maintained about them and of their right to access these records. This includes, but is not limited to their Official Personnel Folder (OPF), Employee Performance Folder (EPF), Supervisory Personnel Records Folder and the Employee Medical File (EMF), if one exists. Records (manual or computerized) that are used as the basis for any personnel action will be available to the employee. The OPF and the EPF are maintained by the Human Resources (HR) Regional Service Center, DFAS, Indianapolis. The EMF is maintained in the regional personnel office. The Supervisory Personnel Records Folder is the only file to be maintained at the employee's office of assignment.

Section 2.0 Examination

Employees and their authorized representatives will have the right and be granted a reasonable amount of time to examine any of their personnel records, whether paper or electronic, on duty time in the presence of a management official.

Section 2.1

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

Section 2.2

Upon request, employees and/or representatives have the right to have a copy made of their personnel record(s).

Section 3.0 Access

Access to personnel records by the employee or his or her authorized representative will normally be granted within two (2) working days of the request if the records are maintained on the premises in which the employee is located. If the records are not so maintained, the Agency will immediately initiate action to obtain the records from their location and will make them available to the employee as soon as possible.

Section 3.1

Access to personnel records to review them, add or correct information and receive copies will be without cost, charge to leave or loss of pay.

Section 3.2

Employees are entitled to review their personnel records and any and all other records without a stated reason or justification.

Section 4.0 Notification

A. Information for employees will be posted on the DCAA Headquarters HR website on the use of the current electronic personnel recording keeping system. This system allows employees to arrange an email message be sent to the employee whenever any DFAS controlled documents are placed in the OPF (e.g. personnel actions with SF 50).

B. Employees shall be given a copy of any documents (not requiring SF-50) placed in the OPF (e.g. discipline and adverse action or beneficiary changes), the EMF, or the Supervisory Personnel Records folder within five (5) working days, if possible. Employees may be required to acknowledge by a signature receipt of any documents provided. Such acknowledgement does not constitute agreement with the contents.

Section 5.0 Authorized Supervisory Personnel Records

Only the forms and records authorized by DCAA Headquarters HR may be included in the Supervisory Personnel Records folder. Supervisors and managers, consistent with the need for sound human resource administration, may decide not to maintain all of the records authorized in their file. All records will be disposed of in accordance with the National Archives and Records Administration (NARA) General Records Schedule. No other official records, documents, or notes concerning the employee will be maintained outside the Supervisory Personnel Records folder.

Section 6.0 File Maintenance

Normally upon completion of the annual performance evaluation, all Supervisory Personnel Records Folders will be screened and purged and outdated material shall be removed and disposed of in accordance with the NARA General Records Schedule.

Section 7.0 Confidentially

The Employer will ensure that the safeguards established by the Agency to ensure the security and confidentiality of the records maintained in the Supervisory Personnel Records Folder are properly adhered to. Access to the Supervisory Personnel Records Folder will be limited to officials, supervisors, and employees of DCAA who have a need for the record in the performance of their official duties. Employees are entitled to request clarification or express disagreement with any record included in their Supervisory Personnel Records Folder. Normally, Employees will be notified of any release of information, unless such notice is prohibited by law to any individuals outside of DCAA not authorized by the employee.

Section 8.0 Clarification/Disagreement

Employees and/or representatives are entitled to request clarification or express disagreement with any record included in any agency maintained file.

ARTICLE 28

PROBATIONARY PERIOD

Section 1.0

An appointee to the Federal Civil Service from a register of eligibles must serve a probationary period of one (1) year. If, during this period, it is determined that the appointee lacks the skill and character traits necessary for satisfactory performance as a career employee, his employment may be terminated. Termination will be in accordance with 5 CFR, Part 315, Subpart H and other applicable regulations.

Section 2.0

Probationary appointees are covered by the terms of this Agreement. However, nothing in this Agreement shall provide other procedural protections except as provided by law and government-wide regulations

Section 3.0

The Employer will provide regular performance feedback to the appointee during the probationary period.

Section 4.0

When the Employer decides to terminate an appointee serving a probationary or trial period, because his work performance or conduct during this period fails to demonstrate fitness or performance for continued employment, the Employer shall notify him in writing as to the reason for separation and the effective date of the action. Probationary employees may choose to voluntarily resign in lieu of termination at any time prior to the date of their termination. If a probationary employee voluntarily resigns for performance reasons, the employee's Official Personnel Folder will only reflect the voluntary resignation. Termination may be initiated at any time during the probationary period when it becomes apparent that the appointee lacks fitness for continued employment.

Section 5.0

Terminations during a trial or probationary period are not subject to the negotiated grievance procedure.

Section 6.0

An appointee may appeal to the Merit Systems Protection Board (MSPB) in writing of the Agency's decision to terminate him in accordance with 5 CFR Part 315 and/or other applicable regulations.

ARTICLE 29

RETIREMENT AND RESIGNATION

Section 1.0 Purpose

This Article shall be administered in accordance with Title 5, Code of Federal Regulations, Parts 715 (Non-Disciplinary Separations) and 831 (Retirement) and this Agreement. The purpose of this Article is to clarify certain policies covering retirement for all employees in accordance with applicable law and regulation.

Section 2.0 Retirement Planning

The Agency will allow employees to attend one Government-sponsored Mid-Career Retirement Planning course (usually within 10 to 15 years of retirement eligibility) and one Government-sponsored Pre-Retirement Planning course (usually within five (5) years of retirement eligibility). Employees will attend seminars that are presented nearest their duty stations. In the alternative, the Agency may provide individual retirement counseling to employees who request it. If an employee has taken both the mid-career and the 5 year pre-retirement seminar and has continued in employment beyond the 5 years, the employee is eligible to attend a government sponsored retirement seminar at no cost to the government. The employee will be allowed to attend the seminar using annual, credit or compensatory leave. The employee will be bumped by any employee that has not taken either the mid-career or 5 year pre-retirement seminar.

Section 3.0 Benefits

Employees will be furnished any necessary information regarding their retirement benefits when requested. The Agency will provide an online service which automatically calculates retirement benefits. This online service can be found at <https://ebis.satx.disa.mil/>. Additionally, employees, who are within five (5) years of retirement, may request a statement of estimated retirement benefits and other retirement counseling.

Section 4.0 Separation from Federal Service

Section 4.1 Request for Processing of Retirement

An employee who wishes to retire must contact DFAS to obtain the necessary paperwork for retirement. The employee must complete and return the required paperwork to DFAS. The employee must also inform the supervisor of their decision to retire and that they have obtained the necessary paperwork for retirement from DFAS. The employee has the right to review their personnel file at any time. This is something that definitely should be done before contemplating retirement.

Section 4.2 Request for Processing of Resignation

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

Section 4.3 Involuntary Separation

Employees, who are involuntarily separated as a result of an inability to perform their assigned duties or misconduct which can be attributed to a disabling condition, will be notified by the Agency in the decision letter of their right to file for disability retirement within one (1) year after the date of separation.

Section 5.0

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

Section 6.0

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

ARTICLE 30

DISCIPLINE AND ADVERSE ACTIONS

Section 1.0 Definitions

- A. Oral warning is a corrective action which is conducted orally, in private and not recorded. An oral warning serves to clarify behavior/procedures for an employee. An oral warning is not a formal disciplinary action and will not be counted as a first offense.
- B. Disciplinary action includes letters of reprimand and suspensions of 14 days or less.
- C. Adverse actions are of a more severe nature than a disciplinary action. They include suspension for more than 14 days, reduction-in-grade or pay, furlough for 30 days or less or removal.
- D. Furlough means 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.
- E. Suspension means placing an employee in a temporary non-duty status without duties or pay.
- F. Removal is an involuntary separation from federal service which terminates the employer-employee relationship.
- G. Progressive discipline is the process of dealing with disciplinary issues through increasingly formal efforts. However progressive discipline may not always be appropriate in cases which involve severe infractions or statutory penalties.

Section 2.0 General Provisions

Section 2.1

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

Section 2.2

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

Section 2.3

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

Section 2.4

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

Section 2.5

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

Section 2.6

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

Section 2.7

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

Section 2.8 Timeliness

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

Section 3.0 Letter of Reprimand

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

1. The Agency will meet in private with the employee to issue the letter of reprimand. The Agency will inform the employee of the reasons for issuing the letter of reprimand.
2. The letter of reprimand will inform the employee that he/she has the right to file a grievance in accordance with Article 31, Negotiated Grievance Procedures, of this Agreement, and the right to Union representation. The letter of reprimand will specify the date by which a grievance must be filed; the name, telephone number and e-mail address of the management official to whom a grievance should be addressed; and the name, telephone number and e-mail address of the local Union President.
3. A copy of the letter of reprimand will be forwarded through the Human Resource Office (HRO) to the Defense Finance and Accounting Service (DFAS) for filing in the

employee's Official Personnel Folder (OPF). The Agency will remove the letter of reprimand from the Official Personnel Folder no later than two years from the issuance of the letter of reprimand.

4. At any time, if the supervisor considers that the employee's subsequent conduct has improved sufficiently, he/she will so notify the employee in writing, and the supervisor will contact the HRO to request DFAS to remove the letter of reprimand from the employee's OPF.

Section 4.0 Suspensions of 14 Days or Less

The following procedures will apply:

1. The proposing official will meet with the employee in private to issue a short term suspension proposal and will inform the employee of the reasons for the short term suspension proposal.
2. The employee has the right to a Union representative, an attorney or other representation in connection with a short term suspension.
3. The Union will be given an opportunity to have a representative present at any formal meeting that may result in disciplinary action.
4. The employee will be allowed a reasonable amount of time, not to exceed 10 calendar days, to prepare and present an oral and/or written response and to furnish documentary evidence to the deciding official in response to the action. The Agency may grant on a case-by-case basis a reasonable extension of time for the employee to respond.
5. After the Agency fully considers the employee's response, the Agency will issue a written decision that complies with the requirements of Section 8.0 of this Article.
6. A copy of the decision for the short term suspension and any documentary evidence provided by the employee will be forwarded to the Human Resource Office (HRO).

Section 5.0 Adverse Actions

The following procedures will apply:

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

4. The Agency will provide a 30 day notice before effecting any adverse action.

Exceptions: (From 5 U.S. Code, Section 7513 (b))

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

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

5. The employee will be allowed a reasonable amount of time, not to exceed 14 calendar days, to prepare and present an oral and/or written response and to furnish documentary evidence to the deciding official in response to the adverse action. The Agency may grant on a case-by-case basis, a reasonable extension of time for the employee to respond.
6. After the Agency fully considers the employee's response, the Agency will issue a written decision that complies with the requirements of Section 8.0 of this Article.
7. A copy of the decision for the adverse action and any documentary evidence provided by the employee will be forwarded to the Human Resource Office (HRO).

Section 6.0 Medical Condition

An employee who wishes consideration of any medical condition that may contribute to an action covered by this article shall be given a reasonable amount of time to furnish medical documentation.

Section 7.0 Off-Duty Conduct

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

Section 8.0 Agency Decision

Section 8.1

In arriving at its written decision on any proposed disciplinary or adverse action, the Agency shall not consider any reasons for action other than those specified in the notice of proposed

action. It shall consider any answer that the employee and/or representative made to a designated official and any medical documentation furnished, as well as all the information gathered in the investigation. The Agency shall also consider the relevant Douglas Factors in the Appendix of this Article where applicable. The decision will contain:

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

Section 8.2

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

Section 9.0 Appeals

Section 9.1

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

Section 9.2

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

Section 9.3

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

Section 10.0 Alternative Discipline

Section 10.1

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

Section 10.2

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

Section 10.3

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

Section 10.4

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

**Factors to Be Considered in Determining the Appropriate
Penalty in
Disciplinary and
Adverse Actions**

**The
Douglas
Factors**

*[Douglas v. Veterans Administration, 5 MS.P.R.
280 (1981)]*

- (1) The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- (2) the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- (3) the employee's past disciplinary record;
- (4) the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- (5) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;
- (6) consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- (7) consistency of the penalty with any applicable Agency table of penalties;
- (8) the notoriety of the offense or its impact upon the reputation of the Agency;
- (9) the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- (10) potential for the employee's rehabilitation;

(11) mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

(12) the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

ARTICLE 31

NEGOTIATED GRIEVANCE PROCEDURE

Section 1.0 Purpose

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

Section 2.0 Coverage and Scope

A grievance means any complaint filed:

1. By an employee(s) concerning any matter relating to the employment of the employee;
2. By the Union concerning any matter relating to the employment of any employee; or
3. By any employee(s), the Union or the Agency concerning:
 - a) The effect or interpretation, or a claim of breach, of a Collective Bargaining Agreement; or
 - b) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.
4. The following matters are excluded from the scope of this Article:
 - a) Any claimed violation of subchapter III of chapter 73 of Title 5 U.S.C. relating to prohibited political activities;
 - b) Retirement, life insurance or health insurance;
 - c) A suspension or removal under 5 U.S.C. 7532 relating to national security;
 - d) Any examination, certification or appointment;
 - e) The classification of any position which does not result in the reduction in grade or pay of an employee;
 - f) Decision on Reduction in Force, Article 19, Reduction of Force (RIF), Furlough, Reorganization, and Transfer of Function, of this Agreement; and
 - g) Negative reconsideration of Within-Grade Increases in accordance with Article 25, Within Grade Increases, of this Agreement.

Section 3.0 Exclusivity

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

Section 4.0 Representation

Section 4.1

Self-representation is just that; the employee would have no representative at all, other than him/herself. A group of employees could not file a grievance without union representation and

have one member of the group speak for the others. Management will provide to the Union a copy of any self-represented grievance within five (5) calendar days of the filing date. The Union has the right to be present during any proceeding under the negotiated grievance procedure. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion.

Section 4.2

Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.

Section 5.0 Resolution of Grievances and Employee Standing

The Union and the Agency agree that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of the Agency may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Agency and the Union to settle grievances at the first level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. Chapter 71 and this Agreement, in seeking resolution of grievances. Employees shall be authorized necessary time while on duty to prepare and participate in grievances. Reasonable time for preparing grievances and attempting settlement will be allowed during working hours in accordance with Article 8, Official Time, of this Agreement.

Section 6.0 Procedures for Informal Resolution

Section 6.1

The parties hold that most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Should settlement at the informal level not be successful, the filing of a formal written grievance shall not be construed as reflecting adversely on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 6.2

The Parties agree that there should be an attempt to informally resolve all Agency complaints against the Union regarding violations of the terms of this Agreement before initiating a grievance under Section 8.0 of this Article. Reasonable time for attempting informal settlement will be allowed during working hours in accordance with Article 8.0, Official Time, of this Agreement.

Section 6.3

A. An informal resolution meeting or telephone conference shall be convened among the immediate supervisor (or the lowest management official having authority to resolve this matter), the employee/grievant and the Union representative, if designated by the employee. A grievance is raised at the informal resolution procedure by oral communication to the immediate supervisor (or lowest management official having authority to resolve the matter) by citing this portion of the Agreement stating the issue, violation, and personal remedy, at a minimum. The issue to be grieved must be raised within 20 calendar days from the date the aggrieved became aware of the incident giving rise to the grievance. Should the employee not elect Union representation at this level, the Union shall be given an opportunity to be represented as the "exclusive representative" of bargaining unit employees.

B. The purpose of the informal resolution meeting is to: identify the problem(s)/issue(s), discuss the interests of both the parties, determine whether additional data is necessary, and offer viable options to resolve the dispute consistent with the terms of the Agreement, law, rule, and regulation or simply provide a "cooling off" period.

C. In as much as the informal resolution meeting is an informal proceeding, no participant may use notes of the proceeding or reference statements made at this proceeding in formal grievance/arbitration proceedings.

Section 7.0 Procedures for Formal Employee Grievances

A copy of each grievance decision will be timely provided to the Union, normally within five (5) calendar days of the decision.

Section 7.1 (Step 1)

A. If the matter is not satisfactorily resolved at the informal resolution step, the aggrieved or his/her representative may forward a grievance in writing to the employee's immediate supervisor within 20 calendar days from the date the informal resolution meeting commenced or the Parties may mutually agree to a date to commence Step 1. If the immediate supervisor did not take the action being grieved or does not have the authority to resolve the problem, the grievance will be initiated with the management official who took the action or with the lowest level management official with the authority to resolve the problem.

B. The grievance will show the principal article(s) and section(s) involved, the facts, and the remedy requested. The remedy/relief must be personal to the aggrieved. Personal remedy/relief means a specific remedy benefiting the grievant and may not include disciplinary action or other action affecting another employee.

C. After receipt of the step 1 grievance, the step 1 management official may hold a meeting with the Parties. The step 1 management official must issue a decision in writing within 20 calendar days after receipt of the step 1 grievance. The decision will either: grant, partially grant, or deny the relief sought. The step 1 decision will include the name, title, work location, e-mail address and work telephone number of the step 2 official.

Section 7.2 (Step 2)

If the matter is not satisfactorily settled following Step 1, the grievance may be forwarded to the next-level supervisor within 20 calendar days after receipt of the step 1 decision, or in accordance with Section 11.0 of this Article. Should the employee desire, the next-level supervisor may discuss the grievance with the Parties after receipt of the grievance. Regardless of the discussion, the supervisor will forward his/her written answer within 20 calendar days of receipt of the grievance.

Section 7.3 (Step 3)

If the matter is not satisfactorily settled following Step 2, the grievance may be forwarded to the Regional Director or designee within 20 calendar days after receipt of the step 2 decision, or in accordance with Section 11.0 of this Article, for further consideration. A fact-finder may be assigned to make a recommendation, as appropriate. The Regional Director or designee will forward his/her written answer within 20 calendar days after receipt of the step 3 grievance, which will constitute the Agency's final decision at the Step 3 level. A grievance of an adverse action will be initiated at this step of this grievance procedure.

Section 7.4 (Step 4)

If the grievance is not satisfactorily settled at step 3, the Union may invoke arbitration in accordance with Article 32, Arbitration, of this Agreement.

Section 8.0 Union-Management Grievances

Section 8.1

Either Party may opt to submit grievances through their respective representatives at the national or local levels. Grievances at the national level will be submitted to the Agency Director or designee or to the President of Council 162 or designee, as appropriate. Grievances at the local level will be submitted to the Regional Director or designee, or to the Local President or designee, as appropriate.

Section 8.2

A grievance concerning a continuing practice may be presented at any time.

Section 9.0 Time Limits

Section 9.1

Proof of service shall be a return post office receipt; a written acknowledgment when hand delivered or Outlook delivery receipt by email. Any time limit disputes will be addressed as a threshold issue at arbitration and the grievance will continue.

Section 9.2

All the time limits in this Article may be extended by mutual consent.

Section 10.0 Options

Section 10.1

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

Section 10.2

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

Section 10.3

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

Section 11.0 Failures to Meet Requirements

A. In employee grievances, failure on the part of the Agency to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.

B. If the grievant, after receiving a decision, fails to timely pursue the grievance, the grievance shall be terminated.

Section 12.0 Withdrawal

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

Section 13.0 Dispute over Interpretation of Language in the Agreement

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

ARTICLE 32

ARBITRATION

Section 1.0 Purpose

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

Section 2.0 Preliminary Procedures

Section 2.1

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

Section 2.2 Method of Selecting an Arbitrator

A. If the Parties mutually agree upon an arbitrator, then the Parties will not have to utilize FMCS to obtain a listing of arbitrators. However, if there is no mutual agreement, then within ten (10) days after invoking arbitration, the Parties to the arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting a request for an arbitration panel. If one Party refuses to join in the request for arbitrators the other Party may make a unilateral request to FMCS for a panel of arbitrators. A copy of the request to FMCS will be served on the other Party. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties.

B. Within ten (10) days from receiving the list of arbitrators from the FMCS, the Parties shall select an arbitrator. If the Parties cannot agree upon an arbitrator, the Parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one name remains. The person whose name remains shall be selected as the arbitrator. The Party striking the first name shall be chosen by a coin toss. At any time, the Parties may obtain a new list of arbitrators from the FMCS by mutual consent. Upon request of the grieving Party (i.e., the Agency or the Union), the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either Party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either Party.

Section 2.3

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

Section 2.4

The Parties will attempt to schedule the hearing within 30 days from the date the arbitrator was selected. Absent circumstances beyond the control of the Parties, if no hearing is scheduled within 60 days from the date that an arbitrator is chosen, the Parties shall seek assistance from FMCS or request another list from the FMCS and select another arbitrator as outlined above.

Section 3.0 Grievability/Arbitrability

The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Procedural arbitrability/grievability issues must be raised in writing by Step 3 of the grievance procedure. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. Any allegations of grievability/arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing for grievability/arbitrability issues, except by mutual consent. Any arbitrability/grievability issues will not be raised for the first time after the closing of the arbitration hearing.

Section 4.0 Arbitration Hearing Participants

Section 4.1

A. The grievant(s), the grievant's representative(s) and all employees identified as witnesses, who are in an active duty status, shall be granted official time.

B. The grievant(s), the grievant's representative(s) and all employees identified as witnesses, will be granted travel and per diem expenses to the extent necessary to participate in all phases in the arbitration proceeding.

Section 4.2

The Agency shall make reasonable efforts to ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

Section 5.0 Authority of Arbitrator

The arbitrator's decisions shall be final and binding. However, either Party to the arbitration under this Article may file with the Federal Labor Relations Authority an exception to any arbitrator's award under the rules and regulations prescribed by the Authority. The arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

Section 6.0 ExParte Communication with Arbitrator

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

Section 7.0 Computation of Time

In computing periods of time for the purpose of this Article, the first day of counting will be the day after the day of the act or event (e.g., the day after the employee received a final decision to

take discipline, or the day after the deadline for submitting a response, in step 3, to a grievance under Article 31, Negotiated Grievance Procedure, of this Agreement).

Section 8.0 Arbitrator's Award

Section 8.1

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

Section 8.2

When the aggrieved employee has raised a matter covered under 5 U.S.C. 2302(b)(1) (matters relating to equal employment opportunity violations) in the negotiated grievance procedure, nothing in this Agreement or this Article shall, in any manner, prejudice the right of the employee to request the Merit Systems Protection Board to review the final decision in the case of any personnel action that could have been appealed to the Board or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Section 8.3

Either Party may file an Unfair Labor Practice charge under 5 CFR Part 2423 based on an allegation that the other Party has not complied with the arbitrator's award.

Section 8.4

Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for clarification, including remanded awards.

Section 9.0 Costs of Arbitration

Section 9.1

The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

Section 9.2

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

Section 9.3

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

Section 10.0 Other Arbitration Procedures

Section 10.1

Any procedures not covered by this Article on which the Parties cannot mutually agree, will be decided by the arbitrator.

Section 10.2

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

Section 10.3

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

Section 10.4

Where the Union moves a disciplinary matter to arbitration under this Article, the Agency shall bear the burden of proof and the decision of the Agency shall be sustained if the Agency's decision is supported by a preponderance of the evidence.

Section 10.5

An arbitrator has the authority to award reasonable attorney fees to which a prevailing Party is entitled under The Back Pay Act, 5 U.S.C. 5596.

ARTICLE 33

HEALTH AND WELLNESS

Section 1.0 Health Promotion and Fitness

Section 1.1

Employee wellness and the investment in programs to maintain employee health, contribute directly to sustained productivity and reduction of lost employee time due to illness. An exercise fitness program helps with reducing weight, stress, injuries and illnesses.

Section 1.2

Participation by employees in Agency-supported health and fitness programs is voluntary.

Section 1.3

In the interest of the health and welfare of employees, the Agency will subsidize the reimbursement of employee payment of physical fitness facility maintenance fees for substantial non-duty hour use. In the event that the employee's fees are part of a family maintenance fee arrangement, the Agency will reimburse according to what an individual maintenance fee arrangement would be at that facility.

Section 1.4

A. Employees duty stationed at a site where there is a no-cost government-owned physical fitness facility, or workout rooms and changing facilities, will utilize the fitness facility arrangement available at those duty stations. No-cost government-owned physical fitness facilities would include those facilities at military bases or DoD buildings. If duty stationed in a GSA leased space, the no-cost government-owned physical fitness facility must have comparative type products to a commercial exercise facility; including but not limited to core items. These items may include:

- Stationary bicycles;
- Treadmills;
- Elliptical machines;
- Weights;
- Carpet or mats;
- Wall-mounted televisions;
- Water coolers;
- Separate bathroom/changing facilities for male and female employees, and
- Unlimited access.

B. If no such facility exists, employees will be eligible for fitness center reimbursements. Employees using facilities with negotiated reduced rates are also eligible for this reimbursement. The extent to which these employees will be reimbursed will be dependent upon their usage of such facility (item 3 of Section 1.8), the reimbursement amount provided by their health benefit plan, if any, and the maximum allowable reimbursement.

Section 1.5

A. Employees entitled to reimbursement for health and fitness activities will prepare a SF 1164, Claims for Reimbursement for Expenditures on Official Business located in DCAA Web Application Portal (DWAP). The employee will submit the SF 1164, at a minimum quarterly, with supporting documentation of expenses incurred and the associated proof of participation.

The employee will include a one-time statement attesting to the reimbursement policy of the employee's individual or Federal Employee Health Benefit (FEHB) plan for use of physical fitness facilities. However, the employee will provide an updated statement attesting to the reimbursement policy of the employee's individual or FEHB plan for use of physical fitness facilities whenever the policy changes or the employee changes their individual or FEHB plan.

B. In order to be reimbursed, substantiated documentation must be provided as identified in item C of Section 1.8.

Section 1.6

The Agency will not subsidize:

1. The payment of any fees associated with an employee's election to utilize a cost/fee basis facility when the no-cost facility (as identified in Section 1.4) is available at his/her duty station for his/her use in accordance with this article.
2. The payment of initiation fees.
3. The employee's obligation to the facility.
4. Short Term fitness activities as defined in item 3 of Section 1.8.
5. Sporting events or competitive fitness activities - Individual or team competition activities such as i.e., softball, volleyball, bowling league, track events or races where prizes are awarded and/or payment of registration fees for competitive athletic events or contests are considered not an essential part of a normal physical fitness regimen.
6. Any tax liability on the payment of health and fitness subsidies to the employee.

Section 1.7

Employees will not utilize any no-cost contractor health and fitness facilities.

Section 1.8 Definitions

A. *Initiation fees* are up-front fees charged by the providers of the health and fitness programs to establish an entitlement for the individual to use the provider's fitness facilities. Yearly fees are considered to be initiation fees when monthly and/or per-use fees are also charged.

B. *Maintenance fees* are fees charged by the provider of the health and fitness programs to the individual for the use of the provider's fitness facility on a per-month and/or per use basis. The basis of monthly or per-use fees is those specific to Agency employees and may not include negotiations for family use fees. Maintenance fees are not authorized in any situation that allows use of the employee's membership by any other individual. Yearly fees are considered to be maintenance fees when monthly and/or per-use fees are not charged.

C. *Substantiated use* means proof of participation in a health and fitness program a minimum of eight (8) times per month. When an employee is in official travel status (TDY), this requirement will be waived for the duration of the TDY period. Employees who do not meet the usage requirements cannot submit a voucher for that particular month. Employees are encouraged to participate on an average of two (2) times per week to receive maximum benefits from the health and fitness program.

Acceptable proof of substantiated use in health and fitness programs normally will consist of:

1. Facility's name, receipts showing the amount paid, monthly or yearly fees or the per-use charges; and

2. Listing of dates of use, which can reasonably be obtained from the records maintained by the fitness facility or for facilities that do not maintain records of usage, the employee will provide self-certification of substantial use: "I certify that I have substantially used the physical fitness facility for the period I am claiming reimbursement."
3. Short Term fitness activities are designed to provide immediate weight loss in a manner which is generally recognized as medically unsafe or will not result in long-term benefit.

Section 1.9 Agency Liabilities

A. Employees will not be in official duty status during any periods in which they are involved in health and fitness activities. Participation in a health and fitness program and associated travel to the fitness center shall be during off-duty hours.

B. Employees, who choose to participate, acknowledge and accept the Agency's full protection against any liabilities, and therefore, waive any and all rights to bring a claim against the Agency. The Agency neither assumes nor accepts any liability for accidents/injuries/illnesses resulting from an employee's election to use a fitness facility.

Section 2.0 Tobacco Products

Section 2.1

The Agency has a smoke-free environment policy designed to protect the health and wellness of employees and visitors. Smoking is banned in all DCAA occupied space.

Section 2.2

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

Section 2.3

Tobacco products are prohibited in GSA vehicles in accordance with Federal Property Management Regulations.

Section 2.4

The Agency and Union encourage employees to seek tobacco cessation options. The Agency shall consider a one-time attendance of an employee in need of a tobacco cessation program.

Section 2.5

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

Section 3.0 Alcohol and Drug Abuse

A. Employees suffering from alcoholism or drug abuse may receive treatment through the Agency's contracted Employee Assistance Program (EAP) or other professional, medical or counseling program of the employee's choosing at the employee's expense.

B. Sick leave may be granted to an afflicted employee who is following an approved rehabilitation or treatment program and provides advance medical certification indicating the need.

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

On all matters relating to the disclosure of records, provisions of the Privacy Act of 1974 and applicable laws and regulations, etc. will be followed.

ARTICLE 34

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1.0 Purpose

The Parties agree and recognize that some employees in the work place may experience situations in their personal lives such as marital, family/child, emotional, medical, legal, death or financial problems which impact their ability to perform their duties in an acceptable manner. The Parties further recognize that some employees may suffer from treatable illnesses and disorders that occur as a result of alcohol, drug and substance abuse. Therefore, it is the policy of the Agency and the Union to work together to encourage troubled employees whose performance and conduct are adversely affected to seek counseling assistance or medical treatment.

Section 2.0 Policy

Section 2.1

The Agency agrees to establish an Employee Assistance Program (EAP) and make this service available to all employees at no cost. The EAP will be staffed with professional counselors who will assist employees in addressing problems that have had an adverse effect on their job performance, reliability and health.

Section 2.2

The Parties will encourage employees to voluntarily seek employee assistance and recognize that in addition to Section 1.0 above, the EAP can be important in preventing and intervening in workplace violence incidents; delivering critical incident stress debriefings; and providing assistance to management and employees during Agency restructuring or other major organizational transitions or developments.

Section 2.3

The EAP services provided by the Agency will consist of the following:

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

Section 2.4

A. Supervisors should offer the availability of the EAP to employees who are experiencing situations that have adversely affected an employee's performance and conduct; however, supervisors will not attempt to diagnose employee problems (e.g., alcohol or drug abuse, depression, etc).

B. Unless national security or the safety of others is affected, DCAA will offer assistance under this program to employees with job problems before taking disciplinary action to correct the problems.

C. Other individuals, such as the employee's family, union officials, and the staff of employee health units may refer an employee for counseling. Such referrals would result from the family's concern for the employee's well-being, a close and trusting relationship between a union official and an employee, or an examination or treatment by a health unit.

Section 2.5

The Agency will publicize and post information regarding the EAP in those areas that are frequented by employees such as break and lunch rooms, bulletin boards, etc. The information will include, at a minimum, the telephone number, location, and hours of operation of the EAP.

Section 2.6

The support and active participation of labor organizations are important to the success of the EAP. Therefore, where there are units of exclusive recognition, management should:

1. Communicate to labor organizations its sincere commitment.
2. Consult or negotiate, as appropriate, about EAP implementation.
3. Include union representatives in training and orientation to insure a mutual understanding of policy, referral procedures and other program elements.

Section 3.0 Voluntary Participation and Employee Responsibility

Section 3.1

A. Although the existence and functions of the EAP will be publicized to employees, participation in the EAP is entirely voluntary. No employee may be forced, threatened or coerced into accepting any form of treatment or counseling. However, whether or not the employee accepts the offer of EAP assistance, he or she is responsible for correcting the noted deficiencies.

B. A referral for counseling and referral assistance will not jeopardize an employee's job security or promotion opportunities. This guarantee is limited by the laws and regulations relating to sensitive positions.

C. Emotional disorders, alcoholism and drug abuse are treatable health problems. Therefore, sick leave will be granted for treatment and rehabilitation. Employees with these or other personal problems will be given the same consideration and offer of assistance that is extended to employees having any other health problem.

Section 3.2

A. When scheduling counseling sessions, an employee has two options:

1. If they do not want their supervisor to know about the counseling, meet the counselor outside of duty hours or while on scheduled annual leave, or
2. Explain the situation to their supervisor and ask for a reasonable amount of duty time for a meeting with the counselor.

B. Employees may later authorize their counselor to inform their supervisor about their counseling and treatment.

Section 4.0 Access to EAP Services

Section 4.1

The Agency may grant periods of excused absence to an employee for participation in the EAP for problem identification and referral to an outside resource and for general employee orientation or education activities, provided that the employee obtains supervisory approval for the appointment. Counseling sessions resulting from supervisory referral will be charged from duty time, meaning no charge to the employee's annual or sick leave or leave without pay (LWOP). Counseling sessions resulting from employee self-referral will be scheduled outside of duty hours or during approved leave.

Section 4.2

A. Employees who are referred to community services for treatment will request leave in accordance with Article 15, Leave, of this Agreement.

B. Counseling sessions resulting from supervisory referral will be charged to duty time.

Section 5.0 Confidentiality of the Program

Section 5.1

The parties recognize that all confidential information and records concerning an employee's counseling and treatment through the EAP will be maintained in accordance with The Privacy Act of 1974 (5 U.S.C. 552a).

Section 5.2

Without an employee's specific written consent, the Agency may not obtain information about the substance of the employee's involvement in EAP with the exceptions noted below in section 5.2b. The EAP staff will provide the employee with a written notice concerning the confidential nature of EAP records along with the conditions where information discussed in counseling may be disclosed and inform the employee that there are three (3) types of disclosure:

1. Disclosure with consent. The employee's written consent is obtained before any information is released, except where disclosure without the consent of the client is allowed. The holder of the counseling and medical records must disclose to the employee the specific records that are being released and to whom the records are being released;
2. Disclosure without consent. This disclosure is only permissible in a few instances, such as the following:
 - a. To medical personnel in a bona fide medical emergency;
 - b. In response to an order of a court of competent jurisdiction;
 - c. To comply with Executive Order 12564, "Drug Free Federal Workplace";

- d. An EAP is required by law to report incidents of suspected child abuse and neglect (in some States, elder and spouse abuse) to the appropriate State and local authorities; and
 - e. An EAP may make a disclosure to appropriate individuals, such as law enforcement authorities and persons being threatened; if the employee has committed, or threatens to commit, a crime that would physically harm someone. This can be done only if the disclosure does not identify the employee as an alcoholic or drug abuser.
3. Secondary disclosure. Any information disclosed with the employee's consent must be accompanied by a statement that prohibits further disclosure unless the consent expressly permits further disclosures.

Section 6.0 Records Maintenance

- A. EAP counseling and medical records shall not be made a part of an employee's personnel and medical records.
- B. EAP coordinators will forward records in their possession to a counselor when requested in writing by the patient.
- C. EAP coordinators will destroy records 90 days after the patient ends employment with DCAA, or three years after counseling has ended if the patient remains employed.

ARTICLE 35

CHILD CARE

Section 1.0 Policy and Purpose

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

Section 2.0 Child Care Activities

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

Section 3.0 Child Care Subsidies

Section 3.1

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

Section 3.2

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

Section 4.0 Child Care Responsibilities

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

ARTICLE 36

TRANSPORTATION INCENTIVE PROGRAM (Transit Subsidy)

Section 1.0 Purpose

In accordance with Executive Order 13150 and 5 U.S.C. 7905 the Agency has established the Transportation Incentive Program; better known as the transit subsidy program. The transit subsidy program was established to provide an incentive to employees to use mass transportation or vanpools for commuting to and from work in areas where such transportation is available. DCAA employees are allowed to participate in a tax free transportation fringe benefit program. Under this program, participating employees will receive, in addition to their current compensation, commuting costs for mass transportation or vanpools.

Section 2.0 Eligibility to Receive Transit Subsidy

A. An employee may use any type of mass transit service, including bus, rail, subway, ferry, subscription bus, shuttle bus, and commuter highway vehicles (vanpools) in which to commute to work.

B. All employees are eligible to receive a transit subsidy from the Agency. The Agency will pay the employee's commuting costs for mass transportation or vanpools up to the maximum amount authorized by law at the time the subsidy is paid. This maximum will apply to all employees inside the Continental United States, including Alaska and Hawaii.

Section 3.0 Increase to Maximum Subsidy

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

Section 4.0 Applying for Transit Subsidy

Section 4.1

Employees wanting to receive transit subsidy must complete Public Transportation Benefit Program Application presently DCAA Form 1200-1, certifying the amount of their regular commuting costs.

Section 4.2

Employees receiving transit subsidy who want to change or withdraw from the program must complete DCAA Form 1200-1, because their commuting costs have changed or they no longer use mass transit/van pool.

Section 4.3

The Agency will process the employee's request to: 1) begin receiving a transit subsidy; 2) change the amount of the subsidy; or 3) withdraw from program, within two pay periods of receipt of the completed application form.

Section 5.0 Use of Transit Subsidy

The transit subsidy may not be claimed for any individual other than the employee. In addition, the subsidy is generally only to be used for commuting to and from work. However, an

exception to this would be if the monthly transit pass allows unlimited travel in and about a city at no additional cost to that for the normal commute.

Section 6.0 Distribution of the Subsidy

Section 6.1

A. The DCAA program will provide a direct fringe benefit through the submission of Public Transportation Benefit Program Application form, for the employee's commuting costs. DCAA employees' who participate in the program inside the National Capital Region (NCR), will be provided transit passes, fare cards, tokens, vouchers, or similar items and not receive a direct benefit. Employees outside of the NCR, will either receive a direct reimbursement for actual commuting costs, subject to the monetary limitation noted below, or transit vouchers where readily available. Employees will request a cash reimbursement by submitting a Claim for Reimbursement for Expenditures Form (SF 1164) for commuting expenses using mass transportation or van pools. Payment will be made after costs have been incurred and the employee submits a Claim for Reimbursement for Expenditures Form SF 1164 which identifies the actual costs incurred for the qualified expense, up to the maximum amount authorized by law, at the time the qualified commuting expenses are paid. Claims may be submitted on a monthly basis. The SF 1164 will indicate the method of transportation. The employee will indicate on the SF 1164 that reimbursement is being requested under the DoD Transportation Incentive Program.

B. The Claim for Reimbursement for Expenditures Form SF 1164 must be accompanied by substantiating documentation validating the individual's commuting expenses. Any of the options identified below may be used for the submission of claims:

1. An employee may submit a SF 1164 at the end of the month, attach a used transit pass, and certify that he or she purchased it, and that he or she used it during the period for the purpose of commuting to and from work.
2. An employee may submit a SF 1164 at the beginning of the month, attach a copy of a newly purchased transit pass, and certify that he or she purchased it, and that he or she will use it during the period for the purpose of commuting to and from work.
3. If a receipt is not provided in the ordinary course of business (e.g., if used transit passes cannot be returned to the user), the employee may certify on a SF 1164 the type and amount of expenses incurred and the period in which the expenses were incurred. However, further documentation may be necessary if the transit subsidy payment exceeds the threshold requiring receipts.

However, in all cases, there must be sufficient detail to ensure that there should be no reason to doubt the employee's certification.

Section 6.2

The Defense Finance and Accounting Serviced (DFAS) will process and pay claims based on the approved SF 1164s.

ARTICLE 37

DRESS CODE

Section 1.0 Business Casual Attire

A. Employees may wear business casual attire Monday through Thursday.

B. While this is not considered a comprehensive list of what is or is not appropriate to wear, the following guidelines are provided:

1. For men - dress pants or slacks, shirts with collars or sweaters are appropriate. Ties and suits are not required.
2. For women - skirts or slacks, twinsets, blouses, or cardigans are appropriate.
3. Clothing should be clean, pressed, not excessively worn or faded, and without holes or frayed areas.
4. Jeans, shorts, athletic wear, exercise clothing, tennis or athletic shoes, flip flops, and work boots (unless required for safety and/or job necessity) should not be worn as business casual attire.

C. Business casual attire should make you and everyone you work with feel comfortable. If you have questions about what is or is not appropriate, check in advance with your supervisor.

Section 2.0 Traditional Business Attire

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

Section 3.0 Casual Fridays

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

1. Overly wrinkled, worn-out, stained, ripped, torn, frayed, or dirty clothing;
2. Shirts meant to be worn as undergarments;
3. Shorts, exercise gear or other athletic wear;
4. Clothing with potentially offensive words, offensive pictures, or offensive logos, or
5. Flip flops, rubber beach thongs, or slippers.

Section 4.0 Safety Attire

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

Section 5.0 Reasonable Accommodation

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

ARTICLE 38

SAFETY

Section 1.0 General

Section 1.1

A. Maintaining a safe and healthful work environment, as a shared value by the Union and Agency, is necessary for the accomplishment of the Agency's mission; and contributes to a high quality of life for employees. The Agency will, consistent with the applicable requirements of 29 U.S.C. 668 et seq. (the Occupational Safety and Health Act of 1970); Executive Order 12196; 29 Code of Federal Regulations (CFR) Part 1960; and other applicable safety and health codes, provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions. The Agency will maintain these conditions and places of employment within the Agency's scope of authority dependent of the terms and conditions of the negotiated occupancy contract or host facility requirements.

B. There will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for filing a report of an unsafe or unhealthful working condition or for participating in Occupational Safety and Health Program activities or because of the exercise by an employee on behalf of himself/herself or others of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 CFR Part 1960, or any provision of this Agreement.

C. In most cases, the work of the Agency is conducted in the typical business/office environment and employees are not subject to hazardous conditions. The Agency will, to the extent of its authority, continue to provide a safe and healthful work place for all employees and will comply with applicable Federal, State and Local laws and regulations relating to the safety and health of its employees. All employees and Agency officials are responsible for prompt reporting of observed unsafe conditions. The Agency and the Union will cooperate in the continuing effort to eliminate accidents and health hazards.

Section 1.2

Nothing herein will prevent the Union from initiating additional negotiations to address safety or health during the life of this Agreement for issues not covered by this Agreement.

Section 2.0 Personal Protective Equipment

Section 2.1

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

Section 2.2

When PPE is required in accordance with Section 2.1, the Agency will give the Union notice and an opportunity to bargain over the types, sizes and/or styles of PPE that will be made available to affected employees in order to maximize employee comfort and protection.

Section 2.3

At a minimum, the Agency will provide employees information and any training required by Occupational Safety and Health Administration (OSHA) standards on PPE provided. The Agency will give the Union advance notice of any training it intends to provide to allow the Union to determine if it will make recommendations on improving the training and/or submit proposals on procedures for implementation and appropriate arrangements for adversely affected employees.

Section 3.0 Unsafe/Unhealthful Conditions

Section 3.1

A. Federal employees who work in establishments of private employers are covered by the Agency's occupational safety and health programs. Although the Agency may not have the authority to require abatement of hazardous conditions in a private sector workplace, the Agency must assure safe and healthful working conditions for their employees. This shall be accomplished by administrative controls, personal protective equipment, or withdrawal of Federal employees from the private sector facility to the extent necessary to assure that the employees are protected.

B. Any employee, group of employees, or Union representative of employees who believes that an unsafe or unhealthful working condition exists in any worksite, has the right to report such condition to any Agency supervisor, manager, and/or the Union. An inspection of potentially serious and other conditions will be made as soon as practicable.

C. If the FAO supervisor or manager agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall remove the employee from the situation and refer the problem through appropriate channels for action. Employees will be assigned work in a safe and healthy work area; be able to use telework or will be excused without charge to leave until the conditions are corrected.

D. If the FAO supervisor or manager disagrees with the employee concerning the necessity of leaving the work site and the employee believes his/her life is in danger, the employee may request leave, telework, or be excused without charge to leave. The employee may also report the unsafe/unhealthful working conditions that he/she believes endanger his/her health or safety to any Agency manager.

E. The Agency will respond in writing to reports of unsafe or unhealthful working conditions to the reporting employee(s) and the Union explaining the basis for the findings and actions either within 15 days from the date the report was made to the Agency, if no inspection is to be done; or within 15 days after the completion of an inspection.

Section 3.2

A. When the Agency or other appropriate authority determines that a dangerous or potentially dangerous condition exists at a worksite, the Union and the employees at that worksite will be notified as soon as practicable.

B. The Union will be promptly notified of all work areas used by bargaining unit employees that are determined to be unsafe or unhealthful. Copies of safety or health inspections of such spaces will be provided to the Union.

Section 3.3

If there is an emergency situation in a worksite, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Agency shall take precautions to guarantee the safety and health of employees. Employees ordinarily will not be re-admitted to an evacuated area until it is determined in conjunction with whatever expert

resources have been called in, depending on the circumstances, that there is no longer danger to the evacuated personnel. "Expert resources" may include, but are not limited to, local police departments, the Federal Protective Service, local fire departments, appropriate health authorities, etc. The local Union President or designee will be notified as soon as possible regarding the emergency situation.

Section 3.4

Appropriate abatement (corrective action) procedures in accordance with the regulations identified in Section 1.1, in effect at the time will be followed to correct a work area which has been determined by a competent authority to be unsafe or unhealthful.

Section 3.5

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

Section 3.6

If the conditions cannot be immediately corrected, employees will be assigned work in a safe and healthy area; authorized telework or will be excused without charge to leave until the condition is corrected.

Section 3.7

To the maximum extent practical there will be no application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like materials or maintenance chemicals during work hours in enclosed spaces occupied by employees. If application must be done during working hours, employees will be assigned work in a safe and healthy area, authorized telework or will be excused without charge to leave until the condition is corrected. Whenever insecticides or pesticides are used in large scale, the local Union President and employees will be notified at least 24 hours in advance, whether the application is indoors or outdoors, during work hours or not. Employees with special health needs will be reasonably accommodated in accordance with law, rule and regulation upon receipt of valid medical documentation.

Section 3.8

The Agency will, consistent with its right to assign work and in accordance with reasonable accommodation requirements, make a reasonable attempt to reassign tasks of employees who provide acceptable medical documentation that particular tasks presently assigned to an employee pose a heightened health hazard to that employee.

Section 3.9

If a Union representative is engaged in investigations of work-related accidents, reports of unsafe or unhealthful working conditions, safety and health inspections, or other safety and health related complaints, the Union representative will be considered to be performing representational functions.

Section 4.0 Work-Related Injuries and Illnesses

Section 4.1

Employees shall report accidents immediately as required by existing regulations. (Note: If an employee is injured, transportation for medical treatment will be provided.) The Agency will notify the local Union President or designee in a timely manner after an accident is reported.

Upon request, the Union will be provided a copy of accident reports involving bargaining unit employees.

Section 4.2

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

Section 5.0 Office of Workers' Compensation Programs

Section 5.1

The Agency agrees to provide an employee injured on the job copies of documents showing his/her rights to benefits under the Federal Employee Compensation Act.

Section 5.2

The Parties acknowledge that the Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor, will administer benefits derived to employees under the Federal Employees Compensation Act. DFAS will administer the OWCP program for the Agency. The Agency will publish information about the program and its benefits, points of contact at DFAS and telephone numbers for employees needing information concerning processing of OWCP claims.

Section 5.3

If employees report job-related injuries, or re-activated injuries and illnesses to their appropriate supervisor, in accordance with Section 5.1 of this Article and an employee requires medical treatment for the (traumatic) injury, the Agency should complete the front of Form CA-16, Authorization for Examination and/or Treatment. Where there is no time to complete a Form CA-16, the Agency may authorize medical treatment by telephone and send the completed form to the medical facility. Unless precluded by medical emergency, employees have the right to treatment by the health care provider of their choice. When an employee is injured on the job and is unable to transport himself/herself to a medical facility, the Agency will make transportation arrangements to and from the facility, unless the employee requests otherwise. Normally, transportation from the medical facility will not be the responsibility of the Agency if the employee is admitted to the hospital.

Section 5.4

The injured employee will be furnished a Form CA-1 Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation normally within forty-eight (48) hours after report of the injury for completion. If the employee is unable to complete the Form CA-1, the Agency will promptly complete as much of the form as practicable, and forward the form through the appropriate channels.

Section 5.5

When an employee has suffered illness or injury in the performance of duties, the Agency (via DFAS) will counsel the employee in such matters as their right to file for compensation benefits. The counseling will include an explanation of Continuation of Pay (COP) benefits, when applicable; the appropriate compensation forms to be filed; the types of benefits available; the procedure for filing claims; the option to use compensation benefits in lieu of sick leave or annual leave, and the right to a personal representative.

Section 5.6

The Agency will not prevent an employee from filing a claim and will process the claim that has been submitted. However, it is understood the Agency will document its knowledge of the circumstances surrounding the injury, which may be different from the information provided by the employee. If the Agency controverts the OWCP claim, the employee or a personal representative will be provided a copy of all information pertaining to the claim which is retained by the Agency.

Section 6.0 Personal Security

Section 6.1

The Agency shall provide adequate security to all employees.

Section 6.2

The Union reserves the right to negotiate any change to current security practices not specifically included in this Agreement to the fullest extent allowed by law.

Section 6.3

The Agency shall notify the local Union President of any bomb threat received at or about any facility housing employees as soon as practicable. If the Agency decides not to evacuate the worksite, the Agency will provide an explanation for that decision to the local Union President with the notification.

Section 6.4

Employees faced with physically threatening situations will receive appropriate assistance from the Agency.

Section 6.5

All Agency-controlled telephones in offices will be labeled with appropriate emergency numbers and identification of location of the office.

Section 7.0 Workplace Violence

Section 7.1

Violence constitutes a health and safety hazard in the workplace. Exposure to violence can result in both physical and emotional harm to employees. The Agency will provide a safe and secure working environment and will take appropriate effort to prevent workplace violence and to minimize the occurrence and effects of violence in the workplace. The Agency and Union agree to work together to prevent workplace violence and to minimize the occurrence and effects of violence in the workplace should it occur. Annually the Agency shall inform bargaining unit employees of safety related to workplace violence awareness programs.

Section 7.2

All employees who report harm resulting from an incident of workplace violence shall:

1. Have access to immediate first aid and transportation to the nearest medical facility, as appropriate;
2. Have access to emotional support, including but not limited to traumatic stress debriefing and counseling under the Employee Assistance Program; and

3. Be provided with information on filing a claim for workers' compensation benefits.

Section 8.0 Fire Safety

The Agency will provide fire evacuation routes and post evacuation plans in all work areas. The Agency agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections as determined by the Fire Department.

Section 9.0 Use of Computers

The Agency will provide employees, with documented medical conditions, who are required to use computers on the job with chairs, tables, workstations, lighting, keyboards and screens, printers, etc., that meet ergonomic design criteria. It is also agreed that when equipment is purchased, to the extent possible, training will be provided to employees by vendors on how to safely and properly operate that equipment. The Agency will institute an ongoing effort to reduce injuries and illnesses resulting from repetitive movement.

Section 10.0 Indoor Environment

The Agency shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by federal regulatory agencies such as OSHA, EPA, and GSA. Employees may report any unsafe or unhealthy air quality conditions in accordance with Section 3.1 B of this Article.

Section 11.0 Renovation and Construction

The Union will be notified in accordance with Article 48, Office Space, of this Agreement.

ARTICLE 39

EQUAL EMPLOYMENT OPPORTUNITY

Section 1.0 Policy

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

Section 2.0 Equal Employment Opportunity Program

The Agency EEO program shall be designed to promote equal employment opportunity in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The Agency shall conduct a continuing campaign to eliminate discrimination from its personnel practices and policies, and employment conditions consistent with this Agreement. The Agency shall develop an EEO status Report in accordance with law and regulation. Complete copies of the adopted report and the Notification and Federal Employee Antidiscrimination and Retaliation Act (No FEAR Act) shall be provided to the Union.

Section 3.0 Diversity and EEO Advisory Committee

If the Agency decides to establish and maintain a Diversity and Equal Employment Opportunity Advisory Committee, the Agency will notify the Union and negotiate in accordance with the statute.

Section 4.0 Information and Data

Section 4.1

The Agency shall make available to employees written information describing the Agency's EEO programs, and the EEO complaint process.

Section 4.2

The Agency agrees to furnish the Union with the EEOC Form 715-01, Federal Agency EEO Program Status Report and all subsequent revisions upon request by the Union.

Section 4.3

If the implementation of the Agency's EEO program, plans or reports involve changes in personnel policies, practices, or matters affecting working conditions, the Union will be given a copy of the proposed implementation and an opportunity to exercise its bargaining rights prior to implementation.

Section 5.0 Discrimination Complaints

Section 5.1

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

Section 5.2

During any stage of a presentation of a complaint including but not limited to, counseling, investigation or hearing stages, the complainant shall have the right to be accompanied, represented and advised by an attorney or other representative of his/her own choosing. The representative must be designated by the complainant in writing and may be changed by written notification to the Regional EEO officer. Regulatory guidelines restricting employees who may not be employee representatives must be observed.

Section 5.3

An employee who believes he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, disability, genetic information, or reprisal for engaging in EEO activity may file an EEO complaint or grievance pursuant to this Article. The employee must contact an EEO officer within 45 calendar days of the date of the alleged discriminatory action or within 45 calendar days of when the employee was made aware of the alleged discrimination.

Section 5.4

To the maximum extent possible, EEO Officers shall complete their duties within 30 days of the initial counseling contact, unless the parties mutually agree in writing to extend the counseling period. The agreed-upon extension will be in writing and must include a statement identifying the additional amount of time that has been agreed upon. If the final interview is not concluded within thirty (30) calendar days and the matter has not been previously resolved to the satisfaction of the employee or the counseling period has not been extended, the Officer shall, at that time, inform the aggrieved employee in writing of his right to file a formal complaint.

Section 5.5

After receipt of the Notice of Right to File from the EEO Officer the employee has two options:

1. File a formal EEO complaint within 15 calendar days consistent with 29 CFR 1614, or
2. File a grievance within 20 days in accordance with Article 31, Negotiated Grievance Procedure, of this Agreement.

Section 5.6

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

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

Section 5.7

Union officials representing employees in EEO complaints or grievances will have prompt access, subject to applicable EEO procedures, to copies of the EEO Officer's Report, Investigative Reports, and the personnel records of the complainant. The Union representative will have the same access to information as the complainant.

Section 6.0 EEO Officers

Section 6.1

EEO Officers shall be free from restraint, interference, coercion, discrimination, or reprisal in connection with the performance of their duties.

Section 6.2 Special Emphasis Program Managers

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

Section 6.3

The Agency will provide employees with a place to meet privately with EEO Officers.

Section 7.0 EEO Settlement

If a change in working conditions arises as a result of an EEO settlement, the Agency will notify the Union and will bargain upon the Union's request in accordance with Article 49, Mid-Term Negotiations, of this Agreement. Nothing in this article should be construed as waiving the Union's right to bargain mid-term changes in personnel policies, practices, or matters affecting working conditions.

Section 8.0

Section 8.1

Although not covered by Federal statute or EEOC regulation, the Agency and the Union agree that no discrimination will be tolerated on the basis of sexual preference and/or orientation. Employees alleging discrimination on the basis of marital status, sexual orientation, parental status, or political affiliation may file a grievance pursuant to Article 31, Negotiated Grievance Procedure, of this Agreement.

Section 8.2

The selection of the negotiated grievance procedure contained in Article 31 of this Agreement to process a complaint of discrimination shall in no manner prejudice the right of an aggrieved employee to request the Merit Systems Protection Board (MSPB) to review the final decision in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Commission. Appeals to the MSPB or to the EEOC shall be filed pursuant to such regulations as the Board or the Commission may prescribe.

Section 9.0 EEO Complaint Elections

Section 9.1

Employees with complaints of discrimination on the bases of race, color, religion, sex, national origin, age, disability, genetic information or previous EEO activity may elect to have their

complaints resolved by using either the negotiated grievance procedure as provided in this Agreement or the statutory complaint process, but not both.

Section 9.2

Consistent with Article 31, Negotiated Grievance Procedure, of this Agreement an employee shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first. A discussion with an EEO Officer in no way precludes the filing of a grievance that is otherwise timely.

Section 9.3

A mixed case complaint is a complaint of employment discrimination filed with the Agency EEO office based on race, color, religion, sex, national origin, disability genetic information, or age related to or stemming from an action that can be appealed to the MSPB. A “mixed case” appeal is an appeal filed with MSPB alleging an appealable Agency action was taken in part or in whole because of discrimination based on race, color, religion, sex, national origin, disability, genetic information or age. An employee may file an EEO complaint with the Agency under the Agency EEO complaint procedures or an appeal with MSPB under the MSPB procedures. An employee may not file a mixed case complaint under the Agency’s EEO procedures and an MSPB appeal on the same matter. Whichever is filed first shall be considered an election to proceed in that forum.

Section 9.4

If the employee has contacted the EEO office about his/her complaint, the Equal Employment Opportunity Officer shall be responsible for informing the employee of his/her options in relation to alternative procedures. The inadvertent failure of the Officer to inform the employee of his/her options, in no way diminishes the employee’s responsibility to make an election of procedures or extends the time limits for filing a grievance or a complaint.

Section 9.5

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

Section 10.0 Reasonable Accommodations

Section 10.1

The Agency is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

Section 10.2 Accommodation of Individuals with Disabilities

The Agency agrees to make reasonable accommodations for known physical or mental limitations of employees with disabilities, unless the Agency can demonstrate the accommodation would impose an undue hardship on the operation of the Agency’s program. Employees may request an accommodation, orally or in writing. The Agency must provide the employee requesting a reasonable accommodation with its accommodation policies and regulations that describe how to initiate an accommodation request and the Agency process for determining an accommodation request. The Agency will inform the employee of the appropriate management official with authority to engage in an interactive process with the employee to discuss reasonable accommodations options. In determining an appropriate accommodation, the management official and the employee requesting the accommodation will

engage in good faith efforts in the interactive process to determine a reasonable and effective accommodation.

Section 10.3

The Agency will respond to an employee's request for reasonable accommodation within five (5) workdays of receiving the request. If additional time is necessary to respond to the request, the reason(s) for the delay and the approximate timeframe for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided to the employee in writing. Denials will not be made for arbitrary reasons.

Section 10.4

The Agency agrees to consider reasonable accommodations that include, but are not limited to:

1. Job restructuring;
2. Making facilities readily accessible to and usable by individuals with disabilities;
3. Modifying work schedules;
4. Acquiring or modifying equipment or devices;
5. Adjusting or modifying examinations, training materials or policies;
6. Providing qualified readers and interpreters for persons with visual impairments;
7. Varying work hours in accordance with Article 13, Hours of Work and Flexible Work Schedules, of this Agreement;
8. Telecommuting or working at home in accordance with Article 17, Telework, of this Agreement;
9. Granting of leave in accordance with this Agreement; and
10. Reassigning or transferring employees to another position.

Section 10.5

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

Section 10.6

Facilities within the Agency's control shall be accessible to employees with disabilities. The Agency affirms its commitment to a work environment that is free of architectural barriers. Parking benefits and privileges for individuals with disabilities will not be denied for arbitrary reasons.

Section 10.7

If an accommodation was provided to the employee, the employee should notify the management official as to whether the reasonable accommodation is reasonable and effective.

Section 10.8 Accommodation of Employees with Religious Needs

Employees may request accommodation for special religious needs. Accommodation of employees with religious needs will be addressed consistent with federal guidelines and consistent with this Agreement.

Section 10.9 Confidential Information

The Agency agrees that it will preserve the confidentiality of personal/personnel medical records and medical data in accordance with the Privacy Act of 1974 (552a). This type of information should be placed in a separate, confidential medical file. Written permission from the employee is required for any release of medical documents and records. All medical records and data will be held in strict confidence.

Section 11.0 Sexual Harassment

Section 11.1

Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship and adversely affects employee opportunity. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior. The Agency will provide all bargaining unit employees a work atmosphere free from sexual harassment and make employees aware of the Agency's sexual harassment policy.

Section 11.2

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

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for career or employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 11.3

The Agency will provide employees with a work environment that is free of sexual favoritism, which is a form of sexual harassment. Sexual favoritism sexual harassment occurs when there is a widespread and extensive work pattern of rewarding employees who consensually submit to sexual demands that penalizes those employees who do not submit or were not the target of the demands harassment.

Section 11.4

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

Section 11.5

Where an employee has brought an allegation of sexual harassment to the attention of the Agency, the Agency shall treat such allegations as confidential and shall reveal no more

information concerning such an allegation than is necessary to conduct a full and prompt management inquiry into the allegations.

Section 11.6

Any employee who believes that he/she has been a victim of sexual harassment may file a grievance, EEO complaint, or a mixed case appeal with the MSPB.

Section 11.7

Where an employee elects to use the grievance and arbitration procedures provided in this Agreement to process a complaint of sexual harassment, and the person against whom such an allegation is made is designated to provide a response in the grievance procedure, the grievance will be filed directly at the next higher step with the next highest Agency official.

Section 11.8

Where a grievance under this Article is taken to arbitration, the arbitration hearing may, upon request of the grievant, be held as a closed hearing. The arbitrator must have had prior experience or training in the area of sexual harassment.

Section 12.0 Pay Equity

The Agency will observe the principle of equal pay for equal work. As such, the Agency will not discriminate against any employee or group of employees with respect to wages, pay, grade, benefits, condition of employment or any other compensation.

Section 13.0 Information and Notice to Union and Employees

Section 13.1

The Agency will provide the Union when requested, access to the regulations in the Agency's possession that describe the discrimination complaints process and statistical reports concerning discrimination complaints filed by bargaining unit employees.

Section 13.2

The Union will be notified of and provided with an opportunity to be present in any formal discussion affecting the terms and conditions of employment at such time in the processing of any EEO complaint. The Agency will notify the Union designee as far in advance of the formal discussion as possible under the circumstances and inform him/her of the nature of the original complaint (e.g., age discrimination). The Union representative will be acknowledged at the start of the formal discussion and will be given an opportunity to participate, which includes the opportunity to speak, comment, and make statements.

Section 14.0

Alternative Dispute Resolution (ADR) program was established in the Agency under DCAA Regulation 5145.1 dated April 19, 1999. The program includes the use of mediation and other ADR methods for use in the EEO complaint process. ADR will be implemented in accordance with DCAA regulation 5145.1 or any subsequent DCAA ADR regulation or instruction. The decision to accept ADR is entirely voluntary on the part of the individual complainant. The Union may be present in an ADR process on behalf of their unit members.

Section 15.0 Non-Discrimination in Training and Career Development

The nomination and/or selection of auditors and administrative support staff to participate in training and career development programs and courses shall be non-discriminatory and made without regard to race, color, religion, sex, national origin, disability, genetic information, or

age and shall be in accordance with equal employment opportunity guidelines and consistent with other applicable laws, rules, regulations, and the terms of this Agreement.

ARTICLE 40

PARTICIPATIVE WORK TEAMS

Section 1.0 Participative Work Team (PWT) Concept

A. A participative work team is defined as a group of co-workers, who comprise a natural unit of work (i.e., those presently grouped under a supervisor). The team functions as a cohesive, interrelated unit with open communication and unencumbered sharing of information/ideas working to accomplish common team objectives.

B. The Agency and the Union agree to promote involvement of employees in the PWT concept as a method to accomplish the mission of the Agency.

Section 2.0 Team Functions

A. The participative work team model is the structure used by the PWTs to manage and perform their assigned duties.

B. Employees are encouraged to provide assistance to other team members.

C. The PWT supervisor will continue to have the ultimate responsibility for ensuring compliance with applicable standards. In pursuit of this effort, the supervisor will assist the PWT by:

1. Communicating objectives;
2. Providing resources;
3. Building open communication, cooperation, and trust;
4. Providing training and guidance upon request;
5. Involving employees in team decisions;
6. Giving constructive feedback, and
7. Providing employees the benefit of his/her training and experience.

ARTICLE 41

BUDGETED AUDIT HOURS

Section 1.0 Audit Planning

The Agency and AFGE Council 162 agree that proper planning is essential to the creation of effective and efficient audit work packages.

Section 1.1 Audit Hours

The Agency and Council 162 agree that the amount of audit hours expended should be controlled. Budgeted audit hours will be determined as described in the Contract Audit Manual (CAM). If the auditor does not believe the audit can be completed within the budgeted hours, the auditor will discuss the need for additional budgeted hours with the supervisor.

Section 2.0 Audit Time Charges

The Agency and Council 162 recognize that it is in the best interest of everyone that the most appropriate time code be charged which reflects the activity being performed. As such, travel occurring during duty hours for an in-process audit, review of changes in audit guidance related to in-process audits, and other in-process audit related effort will be charged to the audit assignment.

Section 2.1 Non-Audit Time Charges

Time incurred may be charged to an appropriate indirect code for the following non-audit activities: reading audit guidance and policy not directly related to an in-process audit; reading and responding to e-mails, letters, and directives unrelated to an in-process audit; and performing general administrative tasks.

Section 3.0 Guidance

Guidance should be provided throughout each aspect of the audit, including the risk assessment, through issuance of the audit report. The auditor is responsible for including and updating of the guidance provided by the supervisor.

Section 4.0 Communication

Continuous communication must occur throughout the entire audit to ensure everyone is fully informed to resolve any issues that may impede the timely or quality completion of an assignment in order to meet the customer's needs. The purpose of an interim review is to discuss the progress of the audit, adjust audit scope and review budgeted hours vs. actual hours incurred. For any audit assignment, the auditor must fully apprise his supervisor if the completion of the assignment within the budgeted hours and due date is in jeopardy for contractor delays, unanticipated technical issues, changes in audit risk, reviews (e.g., quality, supervisory), etc. This notification is important not only to the supervisor, but also to advise, inform and maintain the continued support of the customer.

Section 5.0 Due Date Extensions

When an audit work package has been submitted for supervisory review, and the supervisor determines that the review process will not be completed in time to meet the established due date, the supervisor will inform the auditor so coordination with the requestor of an extension to the due date can be obtained.

ARTICLE 42

CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1.0

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

Section 2.0

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

Section 3.0

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

ARTICLE 43

RESEARCH PROGRAMS, DEMONSTRATION PROJECTS AND SURVEYS

Section 1.0

The Agency and the Union agree to adhere to the requirements in Chapter 47, Title 5 of the United States Code (U.S.C.) for Research Programs and Demonstration Projects.

Section 2.0

The Agency will consult or negotiate with AFGE Council 162 prior to requesting permission from the Office of Personnel Management to terminate any Research Programs or Demonstration Projects initiated under Chapter 47, Title 5 of the United States Code (U.S.C.).

Section 3.0

DCAA will inform AFGE Council 162 in advance and provide a copy of any survey or questionnaire, developed and administered by DCAA that will be sent to any bargaining unit employee. The survey will be:

1. Anonymous, and
2. A charge code number will be provided for completion of the survey.

Section 4.0

DCAA agrees to provide AFGE Council 162, on a timely basis, data collected in connection with any research program, demonstration project, or survey.

Section 5.0

DCAA will solicit AFGE Council 162's input when preparing reports on any research program, or demonstration project. AFGE Council 162, in giving its input, will be required to cooperate in meeting deadlines imposed on DCAA by an outside third party.

ARTICLE 44

EMPLOYEE NOTICES

Section 1.0

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

Section 2.0

Joint notices agreed upon and signed by DCAA and Council 162 will be released to the bargaining unit.

Section 3.0

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

Section 4.0 Representation Rights

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

Section 5.0 Standards of Conduct

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

Section 6.0 Use of Government Equipment

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

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

Section 7.1

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

Section 7.2

Additional information regarding the DoD Office of Inspector General can be found at www.dodig.mil.

ARTICLE 45

USE OF GOVERNMENT OFFICE EQUIPMENT

Section 1.0 General Policy

Section 1.1

A. DCAA recognizes its employees as responsible individuals who are the key to making DCAA more responsive to its customers. DCAA employees are permitted limited use of government office equipment for non-Governmental purposes when the use does not materially interfere with official business, involves minimal expense to the Government and is performed on the employee's non-work time. If an individual violates the terms of this Agreement, this privilege to use Government office equipment for non-government purposes may be revoked or limited at any time for that individual.

B. DCAA employees' limited personal use of government office equipment, consistent with the terms of this Agreement, during non-work times is considered to be an authorized use of government property.

Section 1.2

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

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

Section 1.3

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

B. Employees may use the computer at home or otherwise away from the office.

Section 1.4

This Agreement permits the following, subject to the limitations discussed above:

1. Preparation of a personal letter, or other document or spreadsheet;
2. Access to the Internet for personal use; and
3. Sending/receiving personal e-mail through the DCAA email account as long as such email complies with all Agency policies.

Section 2.0 Misuse

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

1. Installation of personal internet or email account on a government computer;
2. Remote access (e.g., dial-up networking) to the DCAA system from a home computer using the 1-888 number(s); i.e., employees must not access DCAA networks and computers from a non-government provided computer (e.g., from a personal computer at home, or from a contractor-provided computer) to access the DCAA network or Outlook E-mail at outlookdcaa.mil;
3. Download/installation of any Freeware or Shareware, or Public Domain software or any other unauthorized software without the express written approval of the Assistant Director, Operations;
4. Connection to data stream web sites (such as radio broadcasts);
5. Activities to maintain or support a personal private business or for-profit outside fund raising (excluding community service or charitable activities);
6. Activities that are illegal, inappropriate, or offensive to fellow employees or the public. Such activities include, but are not limited to: hate speech, or material that ridicules others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation;
7. Using the government system as a staging ground to gain unauthorized access to other government or contractor systems;
8. The creation, copying, transmission, or retransmission of chain letters or unauthorized mass mailings regardless of the subject matter;
9. The creation, downloading, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials;
10. The creation, downloading, viewing, storage, copying, or transmission of materials related to illegal gambling, illegal weapons, terrorist activities, and any other illegal activities or activities otherwise prohibited, etc.;
11. Use for commercial purposes or in support of "for-profit" activities or in support of other outside employment or business activity (e.g. consulting for pay, sales or administration of business transactions, sale of goods or services);
12. Engaging in any outside fund raising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity;

13. Use for posting agency information to external newsgroups, bulletin boards or other public forums without authority; and
14. The unauthorized acquisition, use, reproduction, transmission, or distribution of any controlled information including computer software and data, that includes privacy information, copyrighted, trademarked or material with other intellectual property rights (beyond fair use), proprietary data or export controlled software or data.

Section 3.0 Clarification and Implementation Guidance

A. Employees should not assume any level of privacy exists when using government communications systems or equipment. Using Government systems and equipment implies consent to monitoring. Certain monitoring tools are in place in the DCAA Information Technology system that may detect improper use and all users of the system are subject to the same level of monitoring. Management officials may monitor the activity of an individual employee as part of an investigative process, but not as an unrelated measure toward an employee.

B. Employees may use government equipment for such purposes as to prepare and print a personal document, access the Internet, and send/receive personal e-mail. Further, any personal use of commonly used office equipment, such as fax machines and copiers, must not interfere with or take priority over official, mission related use. Union representatives, when fulfilling their official capacity for the Union, are covered by Article 47, Facilities and Equipment Use by the Union, of this Agreement.

Section 4.0 Personally Owned Software/Hardware

Personally owned software or hardware (including Freeware or Shareware) shall not be installed on any DCAA computer. If a member of the IT staff identifies non-Agency hardware or software on a computer, Agency IT support services groups will remove such items. If a member of the IT staff identifies non-Agency hardware or software on a computer, he or she will discuss its removal with the supervisor or designed management official to remove as required. If the employee cannot demonstrate that prior approval for the non-standard item was granted, the IT staff member will remove it.

Section 5.0 Common Access Card

DCAA computers are Common Access Card (CAC) enabled and will require the use of a CAC and a password to access DCAA systems.

Section 6.0 No Significant Additional Cost

In this Agreement the term no significant additional cost means that employee's use of government office equipment is limited to those situations where the government is already providing equipment or services and the employee's use of such equipment or services will not result in any material additional expense to the DCAA or the use will result in only normal wear and tear or the use of small amounts of electricity, ink, toner, or paper, or other supplies or equipment. Examples of no significant additional cost include, making photocopies, using a computer printer to print out pages of material, making brief personal local phone calls, infrequently sending personal E-mail messages, or use of the Internet for personal reasons.

Section 7.0 Use of Government Telecommunications

Section 7.1

Generally, Government equipment and communication systems shall be for official use and authorized purposes only. However, employees are allowed limited use of Government equipment and communication systems when such use involves minimal additional expense to

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

Section 7.2

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

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

Section 7.3

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

Section 7.4

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

Section 7.5

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

1. The call does not adversely affect the performance of official duties by the employee or the employee's organization;
2. It is of reasonable duration and frequency; and
3. It could not reasonably have been made at another time.

Section 7.6

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

Section 8.0 Telephone Credit Cards, Prepaid Calling Cards and Cell Phones

Section 8.1

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

Section 8.2 Requests for Telephone Credit Cards, Prepaid Calling Cards and Cell Phones

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

Section 8.3 Disposition

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

Section 9.0 General Prohibitions

Employees are prohibited from:

1. Making personal calls that are charged to the Government unless authorized by this Agreement;
2. Listening in on telephone conversations, except for speaker phones used in conference for which everyone listening has been identified and when participating in teleconferences;
3. Recording telephone conversations; and
4. Placing collect calls or accepting collect calls to a Government-paid communication system. Such calls must be made by either using a Government credit card or, in the case of TDY when contractor telephones are not available, charging the calls to the hotel room bill, then claiming them on the travel voucher. Such calls are reimbursable only upon supervisory approval.

ARTICLE 46

EQUIPMENT

Section 1.0 Equipment

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

Section 2.0 Computers

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

Section 3.0 Furniture

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

ARTICLE 47

FACILITIES AND EQUIPMENT USE BY THE UNION

Section 1.0

The Union will be provided space on office bulletin boards located on property owned or leased by the Government. Space will also be provided on bulletin boards located on a contractor's site when the contractor has no objection. Alternatively when the Union develops Council and Local websites, Union information may be posted on these websites. The Agency will provide a link to these Union websites on the Agency's intranet labor-management webpage. Information that may be posted on the bulletin boards or the webpage are Union Council and local newsletters, information letters, and other general publications from Union Headquarters, as well as notices of membership meetings, etc. No material that is defamatory, libelous, or scurrilous will be posted by the Union.

Section 2.0

A. This Collective Bargaining Agreement (CBA) and any supplements/modifications to this Agreement will be accessible to all employees via the Agency intranet site.

B. The Agency will allow each employee a minimum of two hours to review the Collective Bargaining Agreement following the execution of the Collective Bargaining Agreement. Employees must request permission from their supervisors prior to the use of the approved time. Supervisors may reschedule the use of time depending on mission requirements.

Section 3.0

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

Section 4.0

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

Section 5.0

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

Section 6.0

The Agency agrees to distribute Union mail within an office; excluding membership applications and membership solicitation material. The Agency will distribute, but not open, individually addressed envelopes. Applicable mail costs will be paid for by the Union. Union

mail will be included with other Agency mail forwarded to an employee at other than the work site.

Section 7.0

A. If GSA office space is available at the current permanent duty station of the local President as well as the President of Council 163, the Agency will make every effort to provide the Union with one private office. When new or remodeled office space is considered, the Agency agrees to work with the Union and give priority consideration to identify office space for the local President.

B. The President of Council 162 will be provided Union office space in accordance with Article 8, Official Time, of this Agreement.

C. The Agency agrees to provide each President the technology that is available to all employees and to maintain such technology. The computer provided to Union Presidents will be in accordance with Article 46, Equipment, Section 2.0, of this Agreement. Each office shall include a lockable file cabinet. Facilities and equipment for use by the Union shall be for the purpose of conducting official Union business as well as official auditing activities.

ARTICLE 48

OFFICE SPACE

Section 1.0 Relocation or Remodeling

When the Agency decides to relocate an FAO to a new facility or to remodel existing work/office space the Agency will comply with the procedures identified in Article 49, Mid-Term Negotiations, Section 5.0, of this Agreement. The Agency will identify the reason for the move, the move schedule, and a listing of the bargaining unit employees who will be impacted by the move or remodel. The Union reserves its right under 5 U.S.C. Chapter 71 to negotiate accordingly on this issue.

Section 2.0 Selection Order

The Regional Human Resources Officer will provide to the designated Union representative a list of affected bargaining unit employees sorted by Service Computation Date (SCD) for leave purposes by seniority. The selection of work/office space will be based on seniority as reflected by the employee's SCD. This selection process will take place within two weeks of the union receiving the list of bargaining unit employees sorted by SCD. It may be necessary to shorten the selection process time period due to extenuating circumstances such as expiring building leases, fire, flood, etc.

Section 3.0 Selection Process of Work/Office Space

Section 3.1 General

Vacant work spaces and offices designated for bargaining unit employees will be identified. Each bargaining unit employee will choose a vacant work space from those designated for bargaining unit employees. Management may limit available vacant work spaces and offices to within designated mission related functional groups, however, management must show a technical relationship and an actual interference of office space design for functional groups. The Agency may also need to assign an employee to certain work areas for reason(s) such as reasonable accommodation.

Section 3.2 New/Remodeled Spaces

A. The bargaining unit employees will be provided with construction drawings showing the bargaining unit employee work/office spaces identified and numbered. The Union representative will develop a plan to notify each person in the selection order as to the available work/office spaces. Once a work/office space is selected, the bargaining unit employee making the selection will advise the Union representative of his/her decision and that work/office space will be eliminated from the pool of remaining vacant work/office spaces. When all bargaining unit employees involved in the work/office space selection process have selected their work/office space, the Union representative will inform management of the work/office spaces selected by the bargaining unit employees.

B. Bargaining unit employees who already have dedicated work/office spaces may select one of the new work/office spaces, however, this will make their present work/office space available for selection by other bargaining unit employees.

Section 3.3 Vacant Bargaining Unit Workspace

An existing work/office space vacated by a bargaining unit employee will be filled by SCD in accordance with the selection process in section 2.0 of this Article. Only bargaining unit

employees within the affected mission related functional group, in accordance with Section 3.1 of the Article, will be able to participate in the selection process.

Section 3.4 New Employees to the Office

A bargaining unit employee new to the office will select from vacant work/office spaces designated for bargaining unit employees.

Section 3.5 Exceptions

This article does not apply to work/office space for bargaining unit employees occupying shared work space (e.g., hoteling).

Section 4.0

Nursing or lactating mothers will be provided time, appropriate facilities, and assignments to allow such nursing and/or lactation.

ARTICLE 49

MID-TERM NEGOTIATIONS

Section 1.0 Purpose

Section 1.1

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

Section 1.2

The Agency will not implement or enforce any changes that are mandatory or voluntary subjects of bargaining until bargaining has been completed, including any adjudicated appeals.

Section 2.0 Procedures for Negotiating During the Term of the National Collective Bargaining Agreement.

Section 2.1 Notice of Proposed Change

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

Section 2.2

The receiving Party will review the proposal and will have 20 days to request negotiations. Any request for negotiations will include the receiving party's proposal.

Section 2.3

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

Section 2.4 Agreement to Negotiate

A. The Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement.

B. If the receiving Party has not responded to the initiating Party within the prescribed timeframes, the proposed change(s) in conditions of employment will be implemented immediately.

Section 3.0 Ground Rules for Mid-Term Bargaining

The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71. These ground rules may only be changed by mutual consent. They are:

1. Mid-term negotiations will be conducted by phone/email, unless the parties agree otherwise. If it is required to meet in person for negotiations, all local negotiations will be held in the Regional office in which the change in working conditions originated or another location mutually agreed to by both parties. If the negotiations are national in scope and it is required to meet in person for negotiations, the negotiations will be conducted at Headquarters.

For negotiations and caucuses which take place in person, the Agency will furnish suitable rooms which will contain: computers with Internet access, telephones, tables, chairs, office supplies, color printer, scanner and photocopier, etc.

2. The starting date and the daily schedule for negotiations will be established by mutual agreement of the Chief Negotiators.
3. For National Level negotiations, the negotiating teams will consist of three representatives. The Union's National Level negotiation team may also include an additional AFGS Staff member at no expense to the Agency.
4. For Local Level negotiations, the negotiating teams will consist of two representatives.
5. Alternates may be substituted for original negotiating team members.
6. During negotiations, the Chief Negotiator for each Party will signify agreement on each section by initialing the agreed-upon section. The Chief Negotiator for each Party will retain his/her copies and will initial the other Party's copy. This will not preclude the Parties from reconsidering or revising any agreed-upon section by mutual consent.
7. It is agreed that either team may request a caucus, and may leave the negotiation room to caucus. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.
8. Negotiation impasses will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations. Upon mutual agreement, any section of a mid-term proposal being negotiated may be considered as severable if the section under discussion can be considered as a stand-alone proposal. The remainder of the proposal will continue under the negotiation process.

9. Each Party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator to discuss and negotiate any condition of employment and sign off on all agreements for their respective party.
10. The designated Union negotiators will be on official time for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties for negotiations, such as reasonable preparation time and time spent developing and drafting proposals.
11. If any proposal is claimed to be non-negotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened. Such request must be made within 30 days from when the proposal is declared to be negotiable or the claim that the proposal is non-negotiable is withdrawn. If any party files for judicial appeal, negotiations will be held in abeyance until the appeal has been adjudicated.
12. This procedure does not preclude the Parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations.
13. Any provisions disapproved during Agency Head review may be referred to the Federal Labor Relations Authority (FLRA) by the Parties. The Parties may commence negotiations within a reasonable period after receipt of the Agency Head or FLRA decision. If mutually agreed to by both parties, the disapproved provision can be severed from the proposal if the section under discussion can be considered as a stand-alone proposal.
14. All timeframes in these ground rules may be modified by mutual consent.
15. No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a note taker to keep notes and records during the sessions.
16. Observers are permitted to attend negotiations; however, they will not participate in discussions and will otherwise abide by all the ground rules agreed to by the negotiating teams.
17. Either Party may invite subject matter/technical experts to attend the national and local level negotiations for the purpose of providing resource information. The Party bringing in a subject matter expert will be responsible for that individual's expenses.
18. If after four weeks of bargaining no agreement is reached, the parties will request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) or unless mutually agreed to continue negotiations.

Section 4.0 Waivers

Nothing in this Agreement shall be deemed to waive either Party's statutory rights.

Section 5.0 National/Local

Section 5.1

A. All National and Local Agency proposed changes in conditions of employment will be sent to the Headquarters (HQ's) Labor Relations Officer or designee. All Agency proposed changes in working conditions to be negotiated will be sent by the HQ's Labor Relations Officer or designee to the President of AFGC Council 162 or designee.

B. All National and Local Union proposed changes in conditions of employment to be negotiated will be sent to the HQ Labor Relations Officer by the President of Council 162 or designee.

C. All Agency and Union proposed changes in working conditions to be negotiated will state the delegated representative.

Section 5.2

In negotiation, mediation and FSIP sessions the Agency will pay the travel and per diem expenses for the Union negotiators who are Agency employees for the first four of every five sessions. If mediation does not result in an agreement, either Party may request the assistance from the FSIP.

Section 5.3

Agreements reached in mid-term negotiations will be reduced to writing in the form of a Memorandum of Agreement signed by representatives of each party. The Agency will post such Memorandum on the Agency's Intranet on the web pages of Headquarters. The Agreement will be effective when approved by the Agency Head or on the 31st day if not disapproved by the Agency Head within 30 days from the date the Agreement was executed (signed and dated by the parties). An electronic copy of the Agreement will be provided by the Agency to members of the bargaining unit no later than 7 days after the effective date of the Agreement.

Section 5.4

Any change in working conditions during mid-term negotiations that is an Agency-wide change affecting all Regions, the Agreement reached will supersede all existing Regional MOAs and Past Practices relating only to the specific change in working conditions.

Section 6.0 Mandatory Changes to the National Collective Bargaining Agreement

If a future law mandates a change to this Agreement, the Agency will promptly notify Council 162 President or his/her designee in writing of the proposed specific change. Council 162 shall, if it desires to negotiate, notify the Agency in writing within 20 days of receipt of the notification from the Agency. Upon request from the President of Council 162 or his/her designee to negotiate, the Parties shall initiate negotiations using the procedures in this Article. Neither the Agency nor Council 162 will be permitted to propose changes unrelated to the mandate of the law.

Section 7.0 Local Agreements

Section 7.1

Local mid-term Agreements reached may not violate any provisions of the National Collective Bargaining Agreement or National MOAs; such local Agreements will be null and void.

Section 7.2

Local mid-term Agreements reached will have no effect on existing MOAs, and/or Past Practices in other Regions.

Section 7.3

Local Agreements (Regional, Field Audit Offices, Resident Offices, Sub-Offices, and Branch Offices, etc.) do not bind the balance of the Region nor do they preclude the Agency from opting to negotiate for the entire Region. Should the Agency opt to negotiate the matter Region-wide, the local Agreement ceases to be effective upon agreement by the Parties.

Section 8.0 Conflicts

To the extent that provisions of any instruction or directive, which is within the discretion of the Agency, may be in direct conflict with this Agreement, the provision of this Agreement shall govern.

ARTICLE 50

DURATION AND AMENDMENTS

Section 1.0 Dates

Section 1.1 Execution Date

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

Section 1.2 Effective Dates

A. If the Agreement is approved by the Agency Head within 30 days from the Union's ratification date, the effective date of this Agreement shall be the date on which it is approved by the Agency Head. If the Agreement is not approved or disapproved within thirty (30) calendar days after being executed, it will become effective as a matter of law on the 31st calendar day after its execution.

B. The Agency Head may, at its option, notify the Union and the Agency of the anticipated disapproval of the negotiated language pursuant to 5 U.S.C. Section 7114(c) identifying any portion of the language with which it has specific concerns. The Parties may thereafter attempt to negotiate an adjustment of the provisions at issue. If the Agency Head disapproves the negotiated language pursuant to 5 U.S.C. Section 7114(c), the Union or the Agency are free to petition the Federal Labor Relations Authority (FLRA) to challenge that decision.

C. No part of this Agreement will take effect until all parts of the Agreement are approved.

D. All Regional Collective Bargaining Agreements, Regional Memorandums of Agreement, and applicable Regional Instructions shall expire on the date the National Collective Bargaining Agreement goes into effect.

Section 2.0 Duration

This Agreement shall remain in full force for three (3) years from its effective date.

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

Section 3.0 Renegotiation

Section 3.1

Either Party may give written notice of the intention to renegotiate this Agreement not more than one-hundred-and-twenty (120) or less than ninety (90) calendar days prior to the expiration date. The written notice shall identify the articles to be changed and will be acknowledged by the other Party within twenty (20) calendar days of receipt of the written notice. Exchange of proposals will be governed by the negotiated ground rules in accordance with Section 3.2 of this Article.

Section 3.2

A. Upon receipt of a written notice to renegotiate this Agreement, both Parties to this Agreement shall begin negotiating ground rules for the new negotiations within sixty (60) days of receipt of the written notice of the proposed changes. If negotiations are not completed by the anniversary date of this Agreement, then the Agreement will be automatically extended until a new Agreement is negotiated.

B. This Agreement may be opened for amendment upon the written request of either Party if any of the Articles herein are affected by changes in law, order, rulings, judicial decision, or third-party decisions but such negotiations may only be conducted by mutual consent of the Parties. Notice for such amendments must include a summary of the proposed amendment(s) and refer to the appropriate law, order, or decision, which necessitates the requested amendment.

Section 4.0 Reopener

Either party may propose negotiations during the term of this Agreement to reopen, amend, or modify this Agreement, but such negotiations may only be conducted by mutual consent of the Parties. Such negotiations shall be conducted as Term Negotiations in accordance with 5 U.S.C. Section 71. Any amendments are subject to Agency Head review.

Section 5.0

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.

SIGNATURE PAGE

IN WITNESS THEREOF, the undersigned representatives have completed negotiations on the enclosed Agreement on this 28th day of May, 2013.

SO AGREED

For the Agency:

Signature philip.anderson@
dcaa.mil Digitally signed by philip.anderson@dcaa.mil
DN: cn=philip.anderson@dcaa.mil
Date: 2013.05.29 09:12:10 -04'00'

Printed Name Philip Anderson

Title Assistant Director, Resources DCAA

Signature kelley.jones@dc
aa.mil Digitally signed by kelley.jones@dcaa.mil
DN: cn=kelley.jones@dcaa.mil
Date: 2013.05.28 12:54:10 -04'00'

Printed Name Kelley Jones

Title Human Resources Specialist, DCAA

For the Union:

Signature GALLER.JAMES.
A.1230197098 Digitally signed by GALLER.JAMES.A.1230197098
DN: c=US, o=U.S. Government, ou=DCAO, ou=PR, ou=DCAA, cn=GALLER.JAMES.A.1230197098
Date: 2013.05.28 11:47:03 -04'00'

Printed Name James Galler

Title Vice-President, AFGE Council 162

Signature leroy.turner@d
caa.mil Digitally signed by leroy.turner@dcaa.mil
DN: cn=leroy.turner@dcaa.mil
Date: 2013.05.29 08:31:45 -05'00'

Printed Name Leroy Turner

Title President, AFGE Local 3529

Approved by the Department of Defense on October 10, 2013